

# **1 - INTRODUCTION**

# **REQUEST FOR QUOTATION**

# **FOR**

**Tree Surveys – County Farms Estate**

**CAMBRIDGESHIRE COUNTY COUNCIL**

REF: SG/TreeSurvey



Issue Date: 06 November 2017

Return Date: 18 December 2017

#### Strategy and Estates

#### Box No: 1228

#### Shire Hall

#### Castle Hill

#### Cambridge

#### CB3 0AP

Tel Number 01223 699095

Fax Number 01223 699032

1. **GENERAL REQUIREMENTS**

Quotations are invited for the provision of undertaking tree surveys; to tag trees and provide GPS coordinates for all surveyed trees across particular areas of the County Farms Estate, to ascertain the condition of trees and to gain recommendations of required remedial works.

Priority is to be given to the following trees:

1. Trees located close to and / or within the gardens of farm houses / dwellings and farmyards
2. Trees located along Public Rights of Way (Footpaths, Bridleways and Permissive Footpaths). It is requested that you research the presence of Public Rights of Way alongside those illustrated on enclosed plans.
3. Trees located along public highways and adopted roads.

The plans and tree schedules produced for each surveyed area must categorise and colour code trees on a risk area criteria basis: High, Medium and Low risk. For example, trees located along public roads are expected to be high risk, whilst those that are either isolated or unlikely to be a hazard are likely to be low risk.

A separate plan and schedule is requested to identify the priority of follow up works on a tree by tree basis. For example, red to depict work required in the next 6 months; orange for work to be carried out in the next 12 months; yellow for work to be carried out in the next two years and green if a longer timeframe.

Quotations are invited for all of the prescribed Farm Management Plan (FMP) areas of the estate. Quotations for part or only some individual FMP areas will also be considered. Quotations are requested to be submitted in an itemised format on an FMP by FMP basis, even if a quotation for all FMPs is submitted.

**The Council’s detailed requirements are defined in Part 2 - Specification.**

The Council reserves the right to select more than one quotation if they receive more than three responses.

Please take care in reading this document, in particular the Specification.

In the event of any questions or queries in relation to this Request for Quotation (RFQ), please contact the named person below.

1. **BACKGROUND**

**Cambridgeshire County Council's Farm Estate is 33,400 acres (13,400 ha) and it is the largest of its kind in England and Wales.**

**The tender is to undertake tree surveys across prescribed areas of the Estate, to produce respective reports and plans (with GPS coordinates plus tree tags) of findings and recommendations for remedial work.**

LGSS is the shared services venture set up by founding partners Cambridgeshire County Council (CCC) and Northamptonshire County Council (NCC), offering a fully integrated support service. The partnership was formed in response to the challenges faced by local authorities, namely, the public sector funding crisis, impact of the recession, rising expectations and growing demand, and seeks to reduce the cost of support services through the consolidation of resources, process redesign and exploitation of technology.

LGSS is governed by a joint committee and began operating legally as a shared service in October 2010. Within LGSS there are four directorates: Finance, Human Resources & Organisational Development, Operations and Legal Services. These directorates provide professional and transactional business services to the two founding councils and a range of other public sector customers. **Cambridgeshire and Northamptonshire County Council work together in partnership under the name of LGSS.**

1. **PROCUREMENT TIMETABLE**

|  |  |
| --- | --- |
| 1. **Request for Quotation Issued**
 | 6 November 2017 |
| 1. **Deadline for Clarification Questions**
 | 18 December 2017 |
| 1. **Deadline for Quotation Responses**
 | 18 December 2017 |
| 1. **Quotation Evaluation**
 | January 2018 |
| 1. **Contract Awarded**
 | TBC |
| 1. **Deadline for Delivery**
 | TBC |

We invite you to go and undertake preliminary inspections of the individual FMP’s (8,11,12,22,23,24,25,26,27,28,29,30,31,32,33) in advance of submitting your quotations.

We are unable to provide an indication of the number of trees to be surveyed.

1. **CLARIFICATION QUESTIONS**

Any queries about this document, the procurement process, or the proposed contract itself, should be referred to:

Sarah Goodier, Estate Management Officer, 01223 699095. Email sarah.goodier@cambridgeshire.gov.uk

Please note that the deadline for questions is 18 December 2017

1. **QUOTATION RESPONSES**

Should you wish to take part in the selection process please complete this RFQ and email to:

Sarah Goodier, Estate Management Officer, 01223 699095. Email sarah.goodier@cambridgeshire.gov.uk by 18 December 2017

Please note quotations are requested to be submitted in an itemised format on an FMP by FMP basis, even if all FMPs are of interest. An FMP by FMP table is provided in the Specification which can be completed or used as a template.

If a company is submitting a quotation, please provide contact details for an individual who will be the main contact for this quotation and subsequent work if awarded the contract.

1. **EVALUATION OF QUOTATIONS**

Any bids not compliant or completed fully will be discarded. Based on the information provided by organisations, each compliant submission will be evaluated based on the criteria overleaf:

**Evaluation Method 3: Weighted combination of Quality and Price**

**Quality Questions at “*20”*% + Pricing at “*80”*% = 100%**

1. **Quality Questions (Part 3 Section B)**

Quality Score % will be calculated as follows:

$$ $$

**Total sum of (question score × weighting of question)**

**= Potential Provider Quality Score**

**(Potential Provider Quality Score ÷ Max Quality Score Available) × “*20”***

**= Potential Provider Quality %**

E.g.:

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Potential Provider Quality Score** | **Max Quality Score Available** | **Score %****(If “*X”* = 20)** |
| Bid 1 | 285 | 300 | 19 |
| Bid 2 | 270 | 300 | 18 |
| Bid 3 | 225 | 300 | 15 |

The Quality Questions will be scored using the following scale:

|  |  |
| --- | --- |
| **Score** | **Criteria to Award Score** |
| 4 | The Potential Provider's answer enables the evaluator to have a comprehensive understanding of the response given and demonstrates a relevant innovative approach. The evaluator can identify comprehensive evidence that the response given will deliver all stated requirements. |
| 3 | The Potential Provider's answer enables the evaluator to have a comprehensive understanding of the response given. The evaluator can identify comprehensive evidence that the response given will deliver all stated requirements. |
| 2 | The Potential Provider's answer enables the evaluator to have a clear understanding of the response given. The evaluator can identify sufficient evidence that the response given will deliver allstated requirements. |
| 1 | The Potential Provider's answer does not enable the evaluator to have a clear understanding that the response given meets all stated requirements e.g. due to insufficient evidence and/ or omissions.  |
| 0 | The evaluator believes that the Potential Provider has failed to answer the question. |

1. **Pricing (Part 4)**

Pricing % will be calculated as follows:

**(Lowest compliant bid price ÷ Potential Provider's price) × *“80”***

E.g:

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Lowest Compliant Bid Price (£)** | **Potential Providers Price (£)** | **Score %** **(If “*Y* “= 80)** |
| Bid 1 | £45,000 | £45,000 | 80 |
| Bid 2 | £45,000 | £50,000 | 72 |
| Bid 3 | £45,000 | £55,000 | 65.45 |

Total

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Quality Score (%)** | **Price Score (%)** | **Total (%)** |
| Bid 1 | 19 | 80 | 99 |
| Bid 2 | 18 | 72 | 90 |
| Bid 3 | 15 | 65.45 | 80.45 |

**SECTION 1.**

**INFORMATION FOR CONTRACTORS :**

Attached are the following documents:

Tender Document – included with in this document

A – Preliminaries

B – Material and Workmanship

C – Schedule of works

D – Tender summary

 Appendix 1 - Form of Tender

 Appendix 2 - Individual Farm Management Plans (FMP’s)

# **3 - SUPPORTING INFORMATION**

*Note to Potential Providers– You may adjust the size of the following text boxes to suit your response.*

##### SECTION A Organisation and Contact Details

A-1 Name of your

organisation

A-2 Registered office

(if applicable)

A-3 Trading address

(if different from registered

office)

A-4 Organisation

Registration Number

(if applicable)

A-5 Is your organisation a:

|  |
| --- |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Sole Trader

Partnership

Public Limited Company

Private Ltd Company

Voluntary & Community Sector

Charity

SME (Small and Medium Enterprise)

Other

If you selected other, please

specify

A-6 What, if any, local

connections do you have with the

County

A-7 If the Company is a

member of a group of companies,

please give the name and

address of the ultimate holding

company

A-8 Name of person to whom

any queries relating to this quote

should be addressed

A-9 Telephone

A-10 Email

A-11 Address

(if different to the Address above)

**SECTION B Questions**

Please see section 6 for details on the weighting and scoring criteria.

|  |  |  |
| --- | --- | --- |
| **Question****Number** | **Question** | **Weighting (1 = Low, 2 =Med or 3= High)** |
| 1  | Please detail the experience of your organisation and its’ relevance in delivering this type of work.  | Weight 3 |
| Potential Provider’s Response |  |  |
| 2  | Please detail the capacity your organisation has to deliver this type of work | Weight 3 |
| Potential Provider’s Response |  |  |
| 3 | Having read the specification, what community benefits will your organisation provide as part of your proposal?Examples include:1) subcontracting locally.2) improvements to the county3) Use of apprenticeships, etc... | Weight 1 |
| Potential Provider’s Response |  |  |
| 6You must include a question that assesses the level of insurance cover the Potential Provider can/ would be willing to provide. | The level of insurance required is £5m public liability insurance and professional indemnity insurance of £2mCan you confirm that your organisation has the required level of cover or is prepared to obtain the level of cover prior to award? | **PASS/FAIL question. Potential Providers who answer ‘No - have not got cover and won't provide Authority’s level of cover’ will fail the RFQ process.** |
| Potential Provider’s Response | **Yes** - have levels of cover already and will continue to for this contract [ ] **No** - but will provide the Authority‘s level of cover requested if awarded contract  [ ]  **No** - have not got cover and won't provide Authority’s level of cover  [ ]  |  |

**Pricing and Costs**

All fees quoted are to be inclusive of travel, out of pocket and normal office expenses, but exclusive of VAT.

Please indicate a cost per FMP and an estimate of the hours required to complete this task. This will then be used to calculate a target price.

|  |  |  |
| --- | --- | --- |
| **FMP Number** | **Quotation****(Exc. VAT)** | **Hours To Complete Survey** |
| **8** |  |  |
| **11** |  |  |
| **12** |  |  |
| **22** |  |  |
| **23** |  |  |
| **24** |  |  |
| **25** |  |  |
| **26** |  |  |
| **27** |  |  |
| **28** |  |  |
| **29** |  |  |
| **30** |  |  |
| **31** |  |  |
| **32** |  |  |
| **33** |  |  |

**5 – FREEDOM OF INFORMATION**

Information in relation to this RFQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed where the expenditure is over £500 as per the Government Transparency agenda.

Organisations should state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under the Act. Organisations should state why they consider the information to be confidential or commercially sensitive.

Please state here any specific information in this RFQ that you do not wish to be disclosed under Freedom of information Act. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

Insert specific Information here if applicable

**6 – SIGNATURE AND DATE**

**Request for Quotation for Tree Surveys across the Cambridgeshire County Councils, County Farms Estate.**

I the undersigned hereby declare by marking an X in the box:

1. that the information provided is complete and accurate;
2. that the price in Part 4 is our best offer;
	1. that no collusion with other organisations has taken place in order to fix the price;
3. to be subjected to the terms and conditions set out in Conditions of Contract identified in Appendix 1;
4. that no works/goods/supplies/services will be delivered or undertaken until both parties have executed the formal contract documentation as identified in Appendix 1 and an instruction to proceed has been given by the Council in writing.

Name ……………………………………….............

Position Held ..................................................................

Dated ………………………………….....................

**APPENDIX 1: CONDITIONS OF CONTRACT**

(1) CAMBRIDGESHIRE COUNTY COUNCIL

(2) [ ]

SERVICE AGREEMENT relating to Tree Surveys across the Cambridgeshire County Councils, County Farms Estate

[ ]

Cambridgeshire County Council

LGSS Law & Governance

Box RES 1001

Shire Hall

Cambridge

CB3 0AP

Ref: [ ]

AGREEMENT is made [ ]

BETWEEN

(1)

CAMBRIDGESHIRE COUNTY COUNCIL of Shire Hall Castle Hill Cambridge CB3 0AP

(the “Client”); and

(2)

[ ]

(Company Registration No [ ]) whose registered office is

[ ]

(the “Supplier”).

IT IS AGREED AS FOLLOWS

1. BACKGROUND:

1.1 In response to a brief provided by the Client, the Supplier has submitted a quote for the

carrying out of the Services, which the Client has accepted.

1.2 In reliance upon the skill, knowledge and experience of the Supplier, the Client wishes to

appoint the Supplier to provide the Services and the Supplier agrees to accept the

appointment in accordance with the terms and conditions in the Agreement.

1.3 The Supplier shall fully co-operate and assist the Client and or its representatives during

the delivery of the Services.

2. DEFINITIONS:

2.1 In this Agreement unless the context otherwise requires the definitions set out below

shall apply.

“Agreement”

this agreement, its terms and conditions and any other

document attached;

“Client’s

Representative”

namely [ ] officer responsible

for the administration/ management of the Agreement, unless

otherwise advised in writing by the Client;

“Commencement

Date”

[ ];

“CRB”

a current enhanced CRB check and or certificate (as defined in

the Police Act 1997) or its replacement;

“Establishment”

the [ ] and or other establishments

identified by the Client in writing from time to time and set out in

Schedule 1;

“Force Majeure

Event”

any cause materially affecting the performance of the Services

under the Agreement arising from any act, events, omissions,

happenings or non-happenings beyond the parties reasonable

control including, without limitation, acts of God, war, riot, fire,

flood or any disaster affecting either of the parties but will not

mean any labour dispute between the Supplier and the

Supplier’s employees, agents or sub-contractors;

“Good Industry

Practice”

standards, practices, methods and procedures conforming to the

Laws and with all due skill and care, diligence, prudence and

foresight which would be expected from a skilled and

appropriately experienced, qualified and trained person or body

engaged in a similar type of undertaking under the same or

similar circumstances;

“ISA”

the body known as the Independent Safeguarding Authority set

up under the Safeguarding Vulnerable Groups Act 2006 (the

“SVGA”) or its replacement to oversee the registration of people

who wish to work with children or vulnerable adults;

“Laws”

any applicable Act of Parliament, subordinate legislation within

the meaning of Section 21(1) of the Interpretation Act 1978,

exercise of the royal prerogative, enforceable community right

within the meaning of Section 2 of the European Communities

Act 1972, regulatory policy, guidance or industry code,

judgment of a relevant court of law, or directives or requirements

of any Regulatory Body of which the Supplier is bound to

comply;

“Local

Safeguarding

Policy and

Procedures”

the inter-agency safeguarding children and adults procedures of

the county of Cambridgeshire;

“Price”

[the fixed price of £ [ ] or [as identified within

Schedule 1], exclusive of any applicable Tax, payable to the

Supplier by the Client under the Agreement for the full and

proper performance by the Supplier of its obligation;

“Prohibited Act”

(a) offering, giving or agreeing to give to any servant of the

Client any gift or consideration of any kind as an

inducement or reward:

(i) for doing or not doing (or for having done or not

having done) any act in relation to the obtaining or

performance of this Agreement or any other

agreement with the Client; or

(ii) for showing favour or disfavour to any person in

relation to this Agreement or any other agreement

with the Client;

(b) committing any offence:

(i) the Prevention of Corruption Acts 1889 to 1916, the

Local Government Act 1972 and or the Bribery Act

2010; or

(ii) under legislation creating offences in respect of

fraudulent acts; or

(iii) at common law in respect of fraudulent acts in

relation to this Agreement or any other agreement

with the Client; or

(iv) defrauding or attempting to defraud or conspiring to

defraud the Client;

(v) any action that may reasonably be considered to be

to the detriment of the Client and or its end user’s

welfare, either by positive action or by omission.

Such action shall include but is not limited to;

breach of the law, related to health, safety and or

care, safeguarding, abuse, sexual allegations and

or misconduct; financial malpractice or business

continuity failure.

“Safety

Legislation”

the Health and Safety at Work Act 1974 and the Consumer

Protection Act 1987 together with all regulations made under

them including, but not limited to, the General Product Safety

Regulations 1994, the Control of Substances Hazardous to

Health Regulations 1999 and all other legislation, codes of

practice and guidance from time to time amended (including

subordinate legislation and European Community legislation to

the effect that it has direct effect on member states) imposing

legal requirements with respect to health and safety at work

and/or the safety of any goods and equipment used in the

performance of the Services and the health and safety of the

users of such equipment;

“Schedules”

the schedule(s) attached;

Services”

the services, duties and responsibilities to be provided,

performed and observed by the Supplier pursuant to this

Agreement and as specified in Schedule 1;

 “Staff”

all persons employed by the Supplier to perform its obligations

under the Agreement together with the Supplier’s servants,

agents, suppliers and sub-contractors used in the performance

of its obligations under the Agreement;

 “Term”

from the Commencement Date, with the automatic expiry date

being [ ], with no option to extend but

subject always to the Agreement being terminated earlier in

accordance with the provisions of this Agreement;

 “Working Day”

a day (other than Saturday, Sunday or a official public bank

holiday)

2.2 The interpretation and construction of the Agreement shall be subject to the following

provisions:

(a) words importing the singular meaning include where the context so admits the

plural meaning and vice versa;

(b) words importing the masculine include the feminine and neuter;

(c) reference to a clause is a reference to the whole of that clause unless stated

otherwise;

(d) references to any statute, enactment, order, regulation or other similar instrument

shall be construed as a reference to the statute, enactment, order, regulation or

instrument as amended by any subsequent enactment, modification, order,

regulation or instrument as subsequently amended or re-enacted;

(e) references to any party shall include natural persons and partnerships, firms and

other incorporated bodies and all other legal persons of whatever kind and

however constituted and their successors and permitted assigns or transferees;

(f) the words “include”, “included”, “includes” and “including” are to be construed as if

they were immediately followed by the words “without limitation”; and

(g) headings are included in the Agreement for ease of reference only and shall not

affect the interpretation or construction of the Agreement.

3. DURATION

3.1 The Agreement and the rights and obligations of the parties shall take effect on the

Commencement Date and shall continue until the expiry of the Term or earlier

termination of the Agreement.

4. NOTICES

4.1 Any notice, request, demand, consent or approval given under or in connection with this

Agreement must be given in writing. Any such notice, request, demand, consent or

approval shall be sent to the registered office or principal business address of either party and, if sent by post, shall be deemed to have been received on the second Working Day

following the date of posting.

5. THE SERVICE STANDARD

5.1 In the performance of its Services, the Supplier shall ensure that throughout the Term of

this Agreement it shall:

5.1.1 comply with the terms of this Agreement and any specifications or requirements

included or referred to in the Agreement;

5.1.2 operate in accordance with all Good Industry Practice and in compliance and

conformance with all applicable Laws;

5.1.3 carry out all reasonable directions of the Client’s Representative;

5.1.4 use its reasonable endeavours to secure and achieve continuous improvement

in the delivery of the Services during the Term;

5.1.5 save as the Client may otherwise direct, the Supplier is deemed to have

inspected the Establishments before commencing and during the delivery of the

Services and to have made appropriate enquiries so as to be satisfied in relation

to all matters connected with the performance of its obligations under the

Agreement and accordingly no claim by the Supplier for additional payment or

extension of time will be allowed on the grounds of any matter relating to the

Establishments;

5.1.6 understand fully the risk potential of the type of Establishment in which it is

performing the Services. The Supplier must perform a thorough risk

assessment exercise, and ensure that all of its operatives are particularly

diligent and safety conscious;

5.1.7 if given access to, or occupation of, an Establishment which may be granted to

the Supplier from time to time shall be on a non-exclusive licence basis free of

charge. The Supplier shall use the Establishments solely for the purpose of

performing its obligations under the Agreement and shall limit access to the

Establishment to such Staff as is necessary for that purpose. The Supplier shall

co-operate (and ensure that its Staff co-operate) with such other persons

working concurrently at the Establishment as the Client may reasonably

request.

5.1.8 be responsible for the accuracy of all information supplied to Client and shall

pay the Client any extra costs occasioned by any discrepancies, errors or

omissions therein; and

5.1.9 notify the Client in writing immediately on learning of any relationship or

potential conflict of interest that might influence or be perceived to influence the

provision of the Services.

6. PRICE AND PAYMENT

6.1 In consideration of the performance of the Supplier’s obligation under the Agreement by

the Supplier, the Client shall pay the Price in accordance with the Agreement. No extra

charges shall be effective unless agreed in writing and signed by the Client.;

6.2 The Client shall pay the undisputed sums due to the Supplier in within thirty (30) days of

receipt of correctly rendered invoice, submitted on or at any time after completion of

delivery and to the reasonable satisfaction of the Client to a bank account nominated in

writing by the Supplier. Each invoice shall include such supporting information required

by the Client to verify the accuracy of the invoice, including but not limited to the relevant

purchase order number;

6.3 The Client may reduce payment in respect of any Services which the Supplier has either

failed to provide or has provided inadequate Services;

6.4 All amounts payable by the Client under the Agreement are exclusive of amounts in

respect of valued added tax chargeable from time to time (the “VAT”). Where any

taxable supply for VAT purposes is made under the Agreement by the Supplier to the

Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the

Supplier such additional amounts in respect of VAT as are chargeable on the

performance of the Services at the same time as payment is due for the performance of

the Services.

6.5 If the Client fails to pay any amount properly due and payable by it under the Agreement,

the Supplier shall have the right to charge interest on the overdue amount at the rate of

two (2) per cent per annum above the base rate for the time being of BANK OF

ENGLAND accruing on a daily basis from the due date up to the date of actual payment,

whether before or after judgment. This clause shall not apply to payments that the Client

disputes in good faith.

6.6 The Supplier shall maintain complete and accurate records of the time spent and

materials used by the Supplier in the performance of the Services, and the Supplier shall

allow the Client to inspect such records at all reasonable times on request.

6.7 Payment by the Client shall be without prejudice to any claims or rights which the Client

may have against the Supplier and shall not constitute any admission by the Client as to

the performance by the Supplier of its obligation hereunder.

6.8 If either party owes the other money under the Agreement, then the party who is owed

the money may set off any such sum against any money it subsequently owes to the

other under the Agreement.

7. STATUTORY RIGHTS

7.1 Nothing in these conditions shall affect in any way the statutory rights of the Client under

the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any

subsequent amending or consolidating legislation.

7.2 A party who is not a party to this Agreement is not entitled to enforce any of its terms

under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement

expressly provides otherwise.

7.3 The Supplier shall comply in all respects with the law and all applicable rules and

regulations in all matters arising in the performance of or in connection with the

Agreement.

8. BRIBERY, CORRUPT GIFTS AND FRAUD

8.1 As soon as either party becomes aware of or suspects the commission of any Prohibited

Act in respect of the provision of the Services it will notify the other party.

8.2 In circumstances where a person employed by the Supplier is reasonably suspected of

having committed a Prohibited Act the Supplier will provide to the Client such information

as is reasonable to satisfy the Client that appropriate action has been taken to safeguard

the Establishment and or its users and or the Client.

9. EQUALITIES

9.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds

as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or

belief, or age and without prejudice to the generality of the foregoing the Supplier shall

not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998,

the Equality Act 2010 or other relevant legislation equality legislation from time to time ,

or any statutory modification or re -enactments thereof.

9.2 The Supplier shall take all reasonable steps to secure the observance of clause 9.1 by all

servants, employees or agents of the Supplier and all suppliers and sub-contractors

employed in the execution of the Agreement.

10. SAFEGUARDING

10.1 The Supplier will:

10.1.1 operate policies and procedures on personnel matters for its Staff. These

should include appropriate arrangements for recruitment, checks for suitability,

levels of qualification and/or experience for specific posts, training and

development, and supervisory, disciplinary and grievance procedures, having

regard to the nature of the Agreement. Copies of policies and procedures must

be made available to the Client on request;

10.1.2 make checks in respect of such Staff with the CRB for the purpose of checking

at an enhanced level of disclosure;

10.1.3 put in place a process whereby all existing and new Staff who undertake

regulated and controlled activities will be registered with the ISA within the

timescales required by the ISA including checks carried out prior to the start

date of any Staff and fully comply with Safeguarding Vulnerable Groups Act

2006 (the “SVGA”) or its replacement;

10.1.4 not employ any Staff to undertake regulated or controlled activities who appears

unsuitable as a result of information received from the checks;

10.1.5 comply with the Public Interest Disclosure Act 1998 and have a whistleblowing

policy for its Staff and encourage them to report any incidents of malpractice

within the provision of the Agreement;

10.1.6 ensure that all Staff are aware of the Local Safeguarding Policy and Procedures

and will ensure that an up to date copy of the Local Safeguarding Policy and

Procedures;

10.1.7 have an internal policy for safeguarding vulnerable adults and children which is

compatible to the Local Safeguarding Policy and Procedures;

10.1.8 ensure that allegations, suspicions and incidents of abuse be followed up

promptly by the Supplier in accordance with the Local Safeguarding Policy and

Procedures; and

10.1.9 ensure there are robust procedures for responding to suspicion or evidence of

abuse and ensure that they follow-up concerns and pass relevant details to the

Client immediately.

11. HEALTH AND SAFETY

11.1 The Supplier and its entire Staff (or persons, officer, agent, representative, or sub-

contractor) employed by it will throughout the Term shall fully comply with the

requirements of Safety Legislation;

11.2 The Supplier shall promptly notify the Client of any health and safety hazards which may

arise in connection with the performance of its obligations under the Agreement.

11.3 While on the Establishment, the Supplier shall comply with any health and safety

measures implemented by the Client and or the Establishment in respect of Staff and

other persons working there.

11.4 The Supplier shall notify the Client immediately in the event of any incident occurring in

the performance of its obligations under the Agreement on the Establishment where that

incident causes any personal injury or damage to property which could give rise to

personal injury.

11.5 The Supplier shall comply with the requirements of Safety Legislation and any other acts,

orders, regulations and codes of practice relating to health and safety, which may apply

to Staff and other persons working on the Establishment in the performance of its

obligations under the Agreement.

11.6 The Supplier shall ensure that its health and safety policy statement (as required by the

Health and Safety at Work etc Act 1974) is made available to the Client on request.

12. DATA PROTECTION ACT 1998 (“DPA”)

12.1 For the purposes of this clause 12, the terms “Data Controller”, “Data Processor”, “Data

Subject”, “Personal Data”, “Process” and “Processing” shall have the meaning prescribed

under the DPA.

12.2 The Supplier shall (and shall ensure that it’s entire Staff) comply with any notification

requirements under the DPA and both parties will duly observe all their obligations under

the DPA which arise in connection with the Agreement.

12.3 Notwithstanding the general obligation in clause 12.2, where the Supplier is processing

Personal Data (as defined by the DPA) as a Data Processor for the Client the Supplier

shall:

12.3.1 process the Personal Data only in accordance with instructions from the Client

(which may be specific instructions or instructions of a general nature) as set out

in this Agreement or as otherwise notified by the Client;

12.3.2 comply with all applicable Laws;

12.3.3 process the Personal Data only to the extent; and in such manner as is

necessary for the provision of the Supplier’s obligations under this Agreement or

as is required by law or any regulatory body;

12.3.4 implement appropriate technical and organisational measures to protect the

Personal Data against unauthorised or unlawful Processing and against

accidental loss, destruction, damage, alteration or disclosure. These measures

shall be appropriate to the harm which might result from any unauthorised or

unlawful Processing, accidental loss, destruction or damage to the Personal

Data and having regard to the nature of the Personal Data which is to be

protected;

12.3.5 take reasonable steps to ensure the reliability of its Staff and agents who may

have access to the Personal Data;

12.3.6 obtain prior written consent from the Client in order to transfer the Personal Data

to any sub-contractor for the provision of the Services;

12.3.7 not cause or permit the Personal Data to be transferred outside the England and

Wales without the prior consent of the Client;

12.3.8 ensure that all Staff and agents required to access the Personal Data are

informed of the confidential nature of the Personal Data and comply with the

obligations set out in this clause 12.1;

12.3.9 ensure that none of the Staff and agents publish disclose or divulge any of the

Personal Data to any third parties unless directed in writing to do so by the

Client;

12.3.10 not disclose Personal Data to any third parties in any circumstances other than

with the written consent of the Client or in compliance with a legal obligation

imposed upon the Client; and

12.4 notify the Client within five (5) Working Days if it receives:

12.4.1 a request from a Data Subject to have access to that person’s Personal Data; or

12.4.2 a complaint or request relating to the Client’s obligations under the DPA.

12.5 The provision of this clause 12 shall apply during the Term and indefinitely after its expiry.

13. FREEDOM OF INFORMATION

13.1 The Supplier recognises the Client's current and future obligations under the Freedom of

Information Act 2000 and any codes of practice issued by the Government and the

appropriate enforcement agencies. The Supplier will comply with this legislation in so far

as it places obligations upon the Client in the performance of its obligations under any

contractual arrangement entered into. The Supplier will provide such assistance and

support which may be requested from time to time by the Client for the purposes of

enabling or assisting the Client to comply with the legislation.

13.2 In the event of a request made on the Client for access to information under the FOIA or

any notice, recommendation or complaint made to the Client in relation to the FOIA, the

Supplier will provide to the Client in relation to an access request, any details in respect

of the information as the Client may request and a copy of the relevant information where

the Client requests such copy; and in relation to any notice, recommendation or

complaint, any background details, supporting documentation and copy information which

the Client may request in order to deal with such notice, recommendation or complaint

within five (5) Working Days of the date of the request from the Client.

13.3 The Supplier acknowledges that the Client is obliged under the FOIA to disclose

information, including information relating to its appointment under this agreement and

the Agreement, to third parties, subject to certain exemptions. The Supplier further

accepts and acknowledges that the decision to disclose information and the application of

any such exemptions under the FOIA will be at the Client’s sole discretion PROVIDED

THAT the Client shall act reasonably and proportionately in exercising its obligations

under the FOIA as to whether any exemptions under section 43 of the FOIA may apply to

protect the Supplier’s legitimate commercial and trade secrets.

14. CONFIDENTIALITY

14.1 Subject to clause 12 (Data Protection) and clause 13 (Freedom of Information) the

Supplier shall not, without the prior written consent of the Client, during or after the

termination or expiry of this Agreement disclose, directly or indirectly, to any person any

information relating to the Agreement or the Client any information of whatever nature

which is not in the public domain. The Supplier’s obligations under this condition shall

survive the expiry or termination of the Agreement for whatever reason.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Unless otherwise agreed in writing between the parties, all copyright, design rights and

other intellectual property rights in any work which is developed in the course of the

provision of the Services shall be vested in the Client and the Supplier shall do all things

and render all such assistance as may be reasonably required by the Client in order to

vest such rights in the Client.

15.2 Any database, program, plans, drawings, documents, handbooks, codes of practice or

other information in whatever form (the "IPR Documents") provided by the Client

pursuant to the Agreement shall at all times remain its property and the Supplier shall not

use, reproduce, disseminate, adapt, transmit in any form or by any means the IPR

Documents or any part thereof or permit the same to be so used, reproduced,

disseminated, adapted or transmitted as aforesaid or published other than for the

purposes of carrying out its obligations under the Agreement.

15.3 The Supplier hereby grants to the Client an irrevocable, non-exclusive, royalty-free

licence to use for any purpose in connection with the Services all the Supplier’s

intellectual property which the Supplier has used or supplied in connection with the

Services, provided that the Supplier shall have no liability for any use of such intellectual

property other than for the purposes for which it is intended. The Client may grant sub-

licences out of the said licence.

15.4 The Supplier shall indemnify the Client against all loss, damage, costs and expenses for

which the Client is or becomes liable as a result of any infringement or alleged

infringement by the Supplier of any third party’s intellectual property rights.

16. INDEMNITY

16.1 The Supplier will indemnify the Client in full in respect of all damage or injury to any

person or to any property and against all actions, suits, claims, demands, costs, charges

or expenses awarded against or incurred by the Client, whether criminal or civil,

(including the costs of transport, labour, administration and legal costs on an indemnity

basis to the Client) arising from:

16.1.1 any act, neglect or default on the part of the Supplier, its employees or agents;

16.1.2 breaches in respect of any matter arising from the provision of the Services

resulting in any successful claim by any third party.

16.2 Without prejudice to any other provision of this Agreement, the Supplier will fully

indemnify the Client against any claims made against it as a result of any failure by the

Supplier to comply with any statutory provision to be observed or performed in

connection with the provision of the Services.

16.3 The Supplier’s liability to indemnify the Client arising under this clause 16 will be without

prejudice to any other right or remedy of the Client arising under this Agreement.

17. INSURANCE

17.1 The Supplier will throughout the Term maintain with a reputable insurance company

within the UK such policies of insurance (provided that such insurance is available in the

market at commercially reasonable rates) as are necessary to cover any liability of the

Supplier in respect of loss of or damage to property and personal injury to, or death of, any person arising out of or in the course of or caused by the Supplier’s carrying out or

failing to carry out its obligations under the Agreement or for which it may become liable

to the Client under clause 16, all statutory required insurance(s) including:

17.1.1 employers liability insurance shall be in the minimum sum of £10,000,000.00 in

respect of one incident and the number of incidents covered shall be unlimited;

17.1.2 public liability insurance cover shall be in the minimum sum of £5,000,000.00 in

respect of any one incident and the number of incidents covered shall be

unlimited and should be adequate to cover all risks in the performance of the

Services;

17.1.3 directors and officers liability, trustee’s liability, professional indemnity or similar

as appropriate to the Suppliers circumstances shall be in the minimum sum of

£2,000,000.00 in respect of any one incident and the number of incidents

covered shall be unlimited which should also be in place for a 6 year period

following the termination of the Agreement;

17.2 Upon request, the Supplier will provide the Client with details of the policies of insurance

(by way of insurer’s certificate) effected in accordance with clause 17.1, so as to

demonstrate that clause 17.1 is being complied with.

17.3 The Supplier will immediately inform the Client of any failure or inability to maintain

insurance in accordance with clause 17.1 and of any circumstances likely to render such

insurance void or voidable in order that the Supplier and the Client can discuss the

means of best protecting their respective positions in the absence of such insurance.

17.4 Any increased or additional premiums required by insurers by reason of the Supplier’s

own claims records or other acts or omissions particular to the Supplier will be deemed to

be within commercially reasonable rates.

18. TERMINATION OF AGREEMENT

18.1 The Agreement shall terminate automatically on the expiry of the Term.

18.2 In the event of:

18.2.1 the Supplier suspends, or threatens to suspend, payment of its debts or is

unable to pay its debts as they fall due or admits inability to pay its debts or

(being a company) is deemed unable to pay its debts within the meaning of

section 123 of the Insolvency Act 1986 or (being an individual) is deemed either

unable to pay its debts or as having no reasonable prospect of so doing, in

either case, within the meaning of section 268 of the Insolvency Act 1986 or

(being a partnership) has any partner to whom any of the foregoing apply;

18.2.2 the Supplier commences negotiations with all or any class of its creditors with a

view to rescheduling any of its debts, or makes a proposal for or enters into any

compromise or arrangement with its creditors;

18.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made,

for or in connection with the winding up of the Supplier (being a company) other

than for the sole purpose of a scheme for a solvent amalgamation of the

Supplier with one or more other companies or the solvent reconstruction of the

Supplier;

18.2.4 the Supplier (being an individual) is the subject of a bankruptcy petition order;

18.2.5 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a

distress, execution, sequestration or other such process is levied or enforced on

or sued against, the whole or any part of its assets and such attachment or

process is not discharged within fourteen (14) days;

18.2.6 an application is made to court, or an order is made, for the appointment of an

administrator or if a notice of intention to appoint an administrator is given or if

an administrator is appointed over the Supplier (being a company);

18.2.7 a floating charge holder over the assets of the Supplier (being a company) has

become entitled to appoint or has appointed an administrative receiver;

18.2.8 a person becomes entitled to appoint a receiver over the assets of the Supplier

or a receiver is appointed over the assets of the Supplier;

18.2.9 any event occurs, or proceeding is taken, with respect to the Supplier in any

jurisdiction to which it is subject that has an effect equivalent or similar to any of

the events mentioned in clause 18.2.1 to clause 18.2.9 (inclusive);

18.2.10 the Supplier suspends or threatens to suspend, or ceases or threatens to cease

to carry on, all or a substantial part of its business; or

18.2.11 the Supplier (being an individual) dies or, by reason of illness or incapacity

(whether mental or physical), is incapable of managing his own affairs or

becomes a patient under any mental health legislation.

the Client may, without prejudice to any other power of termination or to any rights or

remedies it may have, terminate the Agreement forthwith by notice and the Supplier shall

indemnify the Client against all costs, expenses and damages for which the Client

becomes liable arising from such termination.

18.3 Without prejudice to the Client’s other rights and remedies, the Client may forthwith

terminate the Agreement by notice if the Supplier and or its Staff:

18.3.1 commits or attempts a Prohibited Act;

18.3.2 fails to adhere to the Local Safeguarding Policy and Procedures, CRB and or

ISA;

18.3.3 fails to comply with Good Industry Practice and or the Laws;

18.3.4 commits any breach of the Agreement and fails to remedy such breach within

seven (7) days of being given written notice to do so by the Client; or

18.3.5 fails to perform its obligation under the Agreement with due diligence.

18.4 Notwithstanding the generality of clause 18 the Client shall have the right to terminate the

Agreement, or to terminate the provision of any part of the Agreement at any time by

giving written notice to the Supplier, in which case the Client shall pay the Supplier fair

and reasonable compensation for any work in progress on any Services at the date of

termination but such compensation shall not include loss of anticipated profits or any

consequential loss.

19. TRANSPARENCY

19.1 In order to comply with the Government’s policy on transparency in the areas of

procurement and contracts the Supplier agrees that the Agreement and the tender

documents and any information including but not limited to requests for quotes,

advertisement issued by the Client seeking expressions of interest, the pre qualification

questionnaire and the invitation to tender (the “Procurement Documents”) issued by the

Client which led to its creation will be published by the Client on a designated web site.

19.2 The entire Agreement and all the Procurement Documents issued by the Client will be

published on the designated web site save where to do so would disclose information the

disclosure of which would:

19.2.1 contravene a binding confidentiality undertaking;

19.2.2 be contrary to regulation 43 of the Public Contracts Regulations 2006 (as

amended); or

19.2.3 in the reasonable opinion of the Client be prevented by virtue of one or more of

the exemptions in the FOIA or one or more of the exceptions in the

Environmental Information Regulations 2004.

19.3 If any of the situations in clauses 19.2.1 to 19.2.3 apply the Supplier consents to the

Agreement or Procurement Documents being redacted by the Client to the extent

necessary to remove or obscure the relevant material and being published on the

designated website subject to those redactions.

20. DISPUTES

20.1 Without prejudice to its other rights and remedies if the Client believes that the Services

are deficient, it may notify the Supplier formally in writing t, inviting the Supplier at the

earliest possible opportunity to discuss the matter and giving clear indications as to how

the Services have not been satisfactory.

20.2 After such discussions, the Supplier shall remedy any agreed faults within an agreed,

reasonable timescale. Once the Client has formally notified the Supplier of any such

deficiencies, it shall be entitled to withhold payment of any invoices which the Supplier

has submitted (or may submit) for the Services, or part-pay any such invoices as it sees

fit.

20.3 If the Supplier is unable or unwilling to remedy the above faults, the Client may terminate

this Agreement forthwith; if the Supplier feels that the Services are not at fault or that the

Client is unfair in its judgment of the quality of the Services, and the parties are unable to

agree the matter amicably between them, the matter may be resolved by reference to an

independent mediator who is acceptable to both parties, and whose decision both parties

agree shall be final. Both parties shall share the cost of mediation.

21. NO WAIVER

21.1 No delay, neglect or forbearance on the part of either party in enforcing against the other

party any term or condition of the Agreement shall either be or be deemed to be a waiver

or in any way prejudice any right of that party under this Agreement.

22. FORCE MAJEURE

22.1 Neither party shall be liable for delay in performing or failing to perform its obligations

under this Agreement if the delay or failure results from events of circumstances beyond

its reasonable control. Such delay or failure shall not constitute a breach of this

Agreement and the time for performance shall be extended by a period equivalent to that

during which performance is prevented provided that if such delay or failure persists for

more than one month nothing in this clause shall be taken to limit or prevent the exercise

of the right to terminate under clause 18.

23. ACCRUED RIGHTS AND REMEDIES

23.1 The termination of the Agreement will not prejudice or affect any claim, right, action or

remedy that will have accrued or will thereafter accrue to either party.

24. RIGHTS AND DUTIES RESERVED

24.1 All rights, duties and powers which the Client has as a local authority or which the

Client’s officers have as local authority officers are expressly reserved.

25. SURVIVAL OF TERMS

25.1 The terms of the Agreement will (except in respect of any obligations fully performed prior

to or at the completion of the Services) continue in force and effect after the completion

of the Services by the Supplier.

26. AUTHORITY TO ENTER INTO THE AGREEMENT

26.1 Each of the parties warrants its power to enter into this Agreement and that it has

obtained the necessary approvals to do so.

27. ENTIRE AGREEMENT

27.1 This Agreement contains the whole agreement between the parties and neither party has

relied upon any oral or written representations made to it by the other or the others

employees, representatives or agents and this Agreement supersedes any prior

agreement between the parties.

28. GOVERNING LAW

28.1 This Agreement shall be governed by and construed in accordance with English Law and

the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Agreement has been duly executed by the parties.

Executed on behalf of CAMBRIDGESHIRE

COUNTY COUNCIL by:

.................................................................

SIGNATURE OF FIRST OFFICER

.................................................................

PRINT FULL NAME

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POSITION

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SIGNATURE OF SECOND OFFICER

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PRINT FULL NAME

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POSITION

and

Executed on behalf of [ ] by:

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SIGNATURE OF FIRST DIRECTOR

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PRINT FULL NAME

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POSITION

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SIGNATURE OF SECOND DIRECTOR

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POSITION