



4 June 2013

Tel: (01743) 252993

Fax: (01743) 255901

BMN 004

Please ask for: **Mr N Denton**

Email: **procurement@shropshire.gov.uk**

Dear Sirs

**BMN 004 – The provision of specialist Museum, Archives and Arts strategic plans and toolkits
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions to Tenderers and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Tender Specification
5. Appendix 1 – Background Information to support Tender Specification
6. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

To support the Tender Evaluation process, you may be invited to an interview where you may be asked to provide further clarification regarding your tender response.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on Monday 13th May** any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope

- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

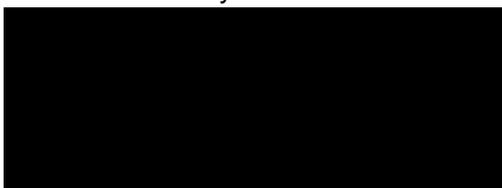
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Nigel Denton
Procurement Manager
Commissioning & Procurement
procurement@shropshire.gov.uk
Tel: 01743 252993
Enc



INSTRUCTIONS FOR TENDERING

**BMN 004 – The provision of specialist
Museum, Archives and Arts strategic
plans and toolkits**

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council has been awarded funding (between £60,000-£70,000) from the Arts Council England to support and develop its transformational plans for services, including Museums, Archives and the Arts services in light of extreme reductions in public sector spending and a challenging fiscal environment.

We are also working with partner services within the region and the opportunities for shared services or joint ventures which will be an important consideration within this work.

'Services', within this project will be defined as Shropshire Council Museums, Archives and the Arts Development Service all of which are managed by the Visitor Economy Service with the exception of the Arts team who are managed separately.

The Council is now seeking to contract with specialist museum, archive and art development consultants who can deliver creative innovative solutions to deliver this grant funded activity. We acknowledge this is a complex commission and welcome a 'turn-key' solution with a lead contractor and associates/sub-contractors delivering elements of the contract.

This project has a suggested contract commencement date of June 2013 and completion date of December 2013. We welcome proposals that can accelerate the work and completion dates.

Full details of the required services are detailed in the Tender Specification.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	4
3.4	Warranty	4
4.0	Tender Submission	5
5.0	Variant Bids	6

6.0	Tender Evaluation	6
7.0	Clarifications	7
8.0	Continuation of the Procurement Process	8
9.0	Confidentiality	8
10.0	Freedom of Information	9
11.0	Disqualification	10
12.0	E-Procurement	11
13.0	Award of Contract	11
13.1	Award Criteria	11
13.2	Award Notice	11
13.3	Transparency of Expenditure	11
14.0	Value of Contract	12
15.0	Acceptance	12
16.0	Payment Terms	12
17.0	Liability of Council	12
18.0	Declaration	13

1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of specialist Museum, Archives and Arts strategic plans and toolkits as detailed in the Tender Response Document. The contract has a suggested commencement date of June 2013 and completion date of December 2013.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, Monday 13th May. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 **Variant Bids**

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 **Tender Evaluation**

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing with Nigel Denton, Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **Thursday 09th May**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way whatsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in

accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise,

its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

FOR

THE SUPPLY

OF

GOODS SERVICES AND WORKS

TABLE OF CONTENTS

1. DEFINITIONS
2. GENERAL
3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS
4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES
5. PRICE AND PAYMENT
6. DELIVERY
7. LOSS OR DAMAGE IN TRANSIT
8. INSPECTION
9. REJECTION
10. TITLE - PASSING PROPERTY
11. THE COUNCIL'S OBLIGATIONS
12. WARRANTY
13. INDEMNIFICATION
14. TERMINATION AND CANCELLATION
15. PREVENTION OF BRIBERY
16. INTELLECTUAL PROPERTY RIGHTS
17. INDEPENDENT CONTRACTORS
18. SEVERABILITY
19. ASSIGNMENT, TRANSFER AND SUB-CONTRACTING
20. WAIVER
21. HAZARDOUS GOODS
22. NOTICES
23. CONFIDENTIALITY
 - 23A. AGREEMENT STATUS
24. COUNCIL DATA
25. PROTECTION OF PERSONAL DATA
26. COUNCIL DATA AND PERSONAL DATA AUDITS
27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')
28. INSURANCE
29. EQUALITIES
30. HUMAN RIGHTS
31. HEALTH AND SAFETY AT WORK
32. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
33. SAFEGUARDING
34. SUSTAINABILITY
35. EXPIRY
36. AUDIT AND MONITORING
37. RIGHTS OF THIRD PARTIES
38. ENTIRE AGREEMENT
39. FORCE MAJEURE
40. GOVERNING LAW AND JURISDICTION
41. COMPLAINTS PROCEDURE
42. DISPUTES
43. STAFFING SECURITY [where used]
44. SECURITY REQUIREMENTS [where used]

These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix "**W**" (**Property Services contracts**) or "**Z**" (**Highways contracts**) will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. DEFINITIONS

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
"Council Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
"Council Representative"	the representative appointed by the Council
"Council"	means Shropshire Council
"Commercially Sensitive Information"	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;

"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
"FOIA"	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
"Form of Agreement"	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
"Goods"	means all goods specified in the Agreement.
"Hazardous Goods"	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
'Prohibited Act'	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
“Public body”	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
“Receiving Party”	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulated Activity'	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
'Regulated Provider'	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party Software;

'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

5 PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.

- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.

6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.

6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.

8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.

9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.

9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10 TITLE - PASSING PROPERTY

10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has

signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.

- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11 THE COUNCIL'S OBLIGATIONS

11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:

- a) co-operate with the Contractor;
- b) provide the Contractor with any information reasonably required by the Contractor;
- c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
- d) comply with such other requirements as may be otherwise agreed between the parties.

11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.

12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14 TERMINATION AND CANCELLATION

14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

d). the other party ceases to carry on its business or substantially the whole of its business; or

e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

15.1 The Contractor:

a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;

b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

15.2 The Contractor shall:

a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.

- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
 - b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
 - c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 15.6 Any notice of termination under clause 15.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18 SEVERABILITY

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.

19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.

19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

21 HAZARDOUS GOODS

21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND

22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

23 CONFIDENTIALITY (W) (Z)

23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.

23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.

23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.

23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.

23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

23.5.1 treat the other party's Confidential Information as confidential; and

23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent

23.6 Clause 23.5 shall not apply to the extent that:

23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;

23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

23.6.3 such information was obtained from a third party without obligation of confidentiality;

23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

23.6.5 it is independently developed without access to the other party's Confidential Information.

- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24 COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - 24.5.3 Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
 - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, 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;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel 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 Protection of Personal Data clause ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)

- 27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

28 INSURANCE

- 28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.

- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £1,000,000 (ONE MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.
- 28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.
- 28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

32.3 The Contractor shall and shall procure that its Sub-contractors shall:

32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.

32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

32.6.1 in certain circumstances without consulting the Contractor; or

32.6.2 following consultation with the Contractor and having taken their views into account;

provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where

appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
 - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.

- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.
- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

- 34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 EXPIRY

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37 RIGHTS OF THIRD PARTIES

- 37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

38 ENTIRE AGREEMENT

- 38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

39 FORCE MAJEURE

- 39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

- 39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
- 39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.
- 39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-
- 39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible
- in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-
- 39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and
- 39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

- 40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

41 COMPLAINTS PROCEDURE (W) (Z)

- 41.1 The Contractor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
- 41.1.1 is easy to access and understand
- 41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
- 41.1.3 provides confidential record keeping to protect employees under this contract and the complainant
- 41.1.4 provides information to management so that services can be improved
- 41.1.5 provides effective and suitable remedies
- 41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

- 41.2 The Contactor shall ensure that:
- 41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
 - 41.2.2 someone who is independent of the matter complained of carries out the investigation
 - 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations
 - 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
 - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [<i>to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)</i>];
"Staff Vetting Procedures"	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations

BMN 004 - Provision of Specialist Museum, Archives and Art Strategic Plans and Toolkits

Tender Specification

Shropshire Council has been awarded funding from the Arts Council England to support and develop its transformational plans for services, including Museums, Archives and the Arts Development Team in light of extreme reductions in public sector spending and a challenging fiscal environment.

We are also working with partner services within the region and the opportunities for shared services or joint ventures which will be an important consideration within this work.

'Services', within this project will be defined as Shropshire Council Museums, Archives and the Arts Development Service all of which are managed by the Visitor Economy Service with the exception of the Arts team who are managed separately.

The Council is now seeking to contract with specialist museum, archive and art development consultants who can deliver creative innovative solutions to deliver this grant funded activity. We acknowledge this is a complex commission and welcome a 'turn-key' solution with a lead contractor and associates/sub-contractors delivering elements of the contract.

This work package has two key elements of works:

1. The development of the following strategies and associated 3 year action plans for Shropshire Council and Partner services (where appropriate):

Philanthropic and Fundraising Strategy

Enterprise and Commercial Strategy

Asset and Collection Management Strategy

Exhibitions and Touring Strategy

And

3 Year Business Strategy, business and financial plan aiming to achieve an agreed reduction in public sector investment

The developed strategies and review of the core activities must then feed into a 3 year business strategy and plan achieving an agreed targeted financial position. To offset the reduction in public sector support we will be looking for innovation, enterprise, fundraising, increased commercial activity, service re-design, staffing review, 'joint services', and joint ventures within the four strategies and within the development of the business plan, whilst protecting service quality, integrity, standards, outputs and outcomes.

Consultants must work collaboratively with all the staff within the services, developing trust and understanding about the changes and challenges the services must make. We expect time to be allocated for opportunities for staff and member engagement.

The services run 8 facilities across the County varying from the new Shrewsbury Museum and Art Gallery (due for opening in 2013), Shropshire Archives through to Coleham Pumping Station which is open to the public on occasional weekends. The Arts Development Team delivers community capacity building and engagement Countywide and this work should explore options for the Arts team; could it be drawn more formally into the wider group or remain working on mutual activities independently. Further background information can be found in Appendix 1.

The business plan and associate financial modelling tool must be developed to allow flexibility and the inputting of new scenarios and metrics and will become the key management tool for the service.

We are actively seeking 'shared service' solutions with identified partner services within the region and consideration should be given to this work within the tender response.

Phase 1 Outcomes:

Philanthropic and Fundraising Strategy and 3 Year Action/Financial Plan

A bespoke piece of work is near completion for fundraising around the Contemporary Art provision at the new Shrewsbury Museum & Art Gallery; this aspect of the commission will develop the work already completed to consider ways to increase philanthropy and fundraising around the wider museum, archives and arts development services. The services have a strong track record in attracting mainstream 'one time funding' e.g. HLF, ACE so the focus needs to be on alternative and more sustainable forms of funding from individuals, corporate sponsorship and foundations to enable a diversification of the funding base.

Enterprise and Commercial Strategy and 3 Year Action/Financial Plan

The service currently runs retail and catering functions at Acton Scott Historic Working Farm and retail only at Much Wenlock Museum and our education and heritage courses are popular. We are looking for other sustainable enterprise opportunities that maintain the integrity of the services, add value to the customer experience whilst supporting the new business model. We will expect an element of staff engagement to take place within this workstream to capture their ideas for enterprise and we are actively open to new joint venture ideas with both public and private sector partners.

Asset and Collection Management and 3 Year Action/Financial Plan

Our collections, staff and buildings are our key assets. We are seeking new approaches and thinking about how we reduce the cost of maintaining and running our assets and how we can develop new income streams whilst maximising access to our collections.

Exhibition & Touring Strategy and 3 Year Action/Financial Plan

This work stream is split into two key components:

- a) The development of the strategy and 3 year programme for temporary exhibitions within the new Shrewsbury Museum and Art Gallery and other Shropshire Council venues.
- b) County Wide Exhibition & Touring Strategy. Shropshire has a diverse and wide ranging number of cultural venues run by a range of stakeholders that we could work with to develop more inbound cultural exhibitions. This work package will provide us with new thinking and solutions for enabling a rich and diverse programme of exhibitions to support the County's wider cultural offer. This work stream will be led by the Arts Development Team.

3 Year Business Strategy, Business Plan and Modelling Tool

The 3 year business strategy will draw on the work streams above, but will review all aspects of the current delivery model and provide a clear business strategy for the future, diversifying its funding base whilst maintaining or improving service outcomes. Sitting behind this will be the business plan and financial information.

To ensure the services can continue to develop its financial modelling a key outcome will be a flexible financial business planning tool. Local authority budgets for complex services are not easily manipulated with a variety of new variables.

2. The Arts Council funding is predicated on us sharing this work with the wider cultural sector:

Phase 2 Outcomes:

4 open source toolkits (as above) and an open source business planning tool will be developed in parallel to the bespoke strategies to enable other cultural organisation to understand best practice and apply the approach and lessons learnt in developing their own plans and run the financial model.

Testing of the toolkits with sector partners will be required as part of this work pre-dissemination.

The toolkits and financial model will be disseminated widely as open source by Shropshire Council to the museum and cultural sector.

Specialist Skills, Knowledge and Experience

As this work will be crucial to the Council services and its dissemination will be very high profile we are expecting to appoint a consultancy that is able to provide us with a broad and extensive range of skills and experience, in particular:

1. Strategic and operational management of museum and archive services and facilities with a strong understanding of Arts Development. We would expect to see at least one consultant working on this project to have a professional museum and or archives qualification to ensure business integrity.

2. Specific and demonstrable experience within the four areas of the strategy work.
3. Experience of developing innovative and enterprising solutions in museum, archives and art development services applying both national and international best practice.
4. Developing a complex business plan with an associated flexible financial model

Draft Contract Commences June 2013 (shorter timescales will be considered)

Indicative Timetable:

June 2013 – **Audit & Review of current service provision. Staff Engagement. Partner Engagement.**

June – July 2013 – **Analysis & Initial Findings**

Aug- September 2013 – **Draft Strategies and Business Plan/Financial Modelling Tool**

Sept – October 2013 – **First Draft Toolkits**

September – October 2013 – **Final bespoke strategies and Business Plan/Financial Modelling Tool**

October – December 2013 – **Final Open Source Toolkits and Business Plan**

BMN 004 – The provision of specialist Museum, Archives and Arts strategic plans and toolkits

Appendix 1 - Background Information to Support Tender Specification

A new Service – the Visitor Economy - was created within Shropshire Council during the summer of 2011 that moved the Museums, Archives and Tourism teams under one management structure for the first time within Economic Growth and Prosperity. Museums and Archives had previously sat under Community directorates and tourism within economic development. The Arts Development Team are currently within Area Commissioner teams.

(Further detailed information available upon request)

Scope:

Shropshire Museum Service

The County Museum Service was established in 1974 by agreement between five of the six former Shropshire Boroughs.

In 2009 the Service merged with Shrewsbury Museums to create a single museum service for the new unitary County of Shropshire. The service forms part of the Visitor Economy Team (Growth and Prosperity) within the Place Directorate of Shropshire Council. As part of Shropshire Council, Shropshire Museums operates in accordance with the policies and regulations of the Council and is an accredited museum service.

The service manages the Arts Council England funded Museum Development Officer post for the County and Telford & Wrekin and has a dedicated Education officer who manages the provision across the County.

The service is currently managing the £10.5m refurbishment of the Old Music Hall in Shrewsbury which will house a new museum, the VIC and education suite and will have an indemnified temporary exhibition space. These services are currently housed within the timber framed Rowley's house which will return to the property portfolio of Shropshire Council and will not be part of the service assets to be considered within this work.

Acton Scott Historic Working Farm Museum (Leasehold)

Acton Scott is one of Britain's leading working farm museums and is situated in the 18th century Home Farm of the Acton Scott Estate. Conceived by Thomas Acton more than a generation ago to keep alive the 19th century farming practices he grew up with, the farm was the first of its kind and has been much copied since. Today, we specialise in practical demonstrations of historic farming using traditional skills and period horse-drawn machines.

Visitor Numbers – 30,000 pa

Easter to October Opening

Retail and Catering Provision

Education and Heritage Courses

Atcham Off Site Store (Leasehold)

Atcham is our off-site storage facility which holds our large object which form part of our agricultural and social history collections. It also provides much needed flexible and temporary storage but is under review and alternative more cost effective locations will need to be explored.

Coleham Pumping Station

(Freehold)

The Pumping Station was built in 1900 to house two steam-driven beam engines. The beam engines were built by Renshaws of Stoke to pump sewage as part of Shrewsbury's new sewerage system. The coal-fired pumps were used until 1970. Ownership of the building and pumps was transferred to Shrewsbury and Atcham Borough Council in 1974 and it became part of Shropshire Museum Service in 2009. Shrewsbury Steam Trust was founded in 1992 to restore the steam engines and completed work to the engines in 2002 and 2004.

Site is only open to the public on occasional weekends.

Ludlow Museum (Freehold but possible asset transfer to third party)

Founded by the Ludlow Natural History Society in 1833, Ludlow Museum is one of the oldest museums in the UK. It has continued to grow over the years and although at its core was a collection of natural history objects, the Society also took in many items of historical interest from the town and the Ludlow area. Museum may be relocated in near future.

Visitor Numbers – 10,000

Ludlow Museum Resource Centre (Freehold but building jointly managed with library service)

The Museum Resource Centre is a high quality storage facility for our sensitive collections and is recognised both regionally and nationally as an example of best practice. It also provides education facilities, a conservation laboratory, research facilities and a small exhibitions area. Only a small exhibition

area is currently open to the public (unless by appointment). The centre runs well attended education and adult learning courses.

Much Wenlock Museum
(Leasehold)

The small town of Much Wenlock may seem like an unlikely place to search for the origins of the modern Olympic Games. Yet here in 1850 Dr. William Penny Brookes founded the Wenlock Olympian Society and the town's annual Olympian Games. Much Wenlock Museum tells this story alongside that of the archaeology of south-west Shropshire, the history of the town and the natural science of Wenlock Edge, in particular its internationally important geology. Refurbished with HLF funding in 2011. Record breaking year in 2012 due to Olympic connection.

Visitor Numbers (projection) – 30,000

Retail within the museum

Museum Development

Shropshire has a rich and diverse local history and heritage sector ranging from large institutions to small community groups. Over 40 such organisations have been actively supported by work supported through Museums Development over the past 8 years. The project offers help communities to preserve, interpret and share their own heritage by providing access to both expert advice and guidance and workforce development. It celebrates and sustains the diversity of local heritage groups and organisations through advocacy and practical active support for their work. It also allows Shropshire Museums to work in partnership with other local providers to focus resources where they are most needed and provide best value for money. In doing so it has already improved the County's heritage offer by raising standards and encouraging innovation and development, both for the benefit of local users and to develop the County's tourism offer.

Museum in a Box

The Museum Service offers a range of resources for schools and communities to borrow. This comprises of a series of purpose-made travelling themed boxes

which contain a range of original artefacts and specimens, resource materials. Information sheets on each artefact or specimen are also provided.

Museums in Communities

Shropshire Museum Service offers a wide range of outreach services from curriculum based educational sessions in schools to reminiscence sessions in day centres and retirement homes. All our sessions are delivered by qualified Museum Educators and include plenty of 'hands on' opportunities giving direct access to artefacts and specimens from the museum collections.

Shrewsbury Castle (Freehold)

The Castle was acquired by the Corporation of Shrewsbury in 1924 through the generosity of Shropshire Horticultural Society and became part of Shropshire Museum Service in 2009. The Castle houses the spectacular collections of the Shropshire Regimental Museum Trust who operate under licence including pictures, uniforms, medals, weapons and other equipment from the 18th Century to the present day.

Shrewsbury Museums Service displays also include a brief history of the castle through the centuries.

Visitor Numbers – 25,000

Retail run by Shropshire Regimental Trust

Wedding venue managed by Shropshire Council

Shrewsbury Museum & Art Gallery (Freehold)

Shrewsbury Museum & Art Gallery at Rowley's House occupies two adjoining buildings, one of which is timber-framed (originally built as a merchant's warehouse in the 16th or early 17th Century) and the other a stone and brick building built around 1618 (the mansion of the merchant William Rowley). The buildings are among the finest in Shrewsbury. It is home to permanent displays telling the story of the county's geology, ecology and archaeology. It also houses a rich collection of fine and decorative art. It is anticipated that Shrewsbury Museum & Art Gallery will relocate to the Old Music Hall complex in the late 2013

which will greatly enhance the visitor offer and will run an integrated museum/Visitor Information Centre.

Shrewsbury VIC Customers (current) 80,000pa

Shrewsbury Museum Visitors (current) 25,000

Retail and Catering Provision to be sub-let to third party.

Existing Collections and Themes for Future Collecting

Shropshire Museums collects material which reflects the natural and human history of the historic county of Shropshire. Our existing collecting areas and our future actions for those collections are outlined below:

Collection	Current Holdings	Status	Future Actions
Agricultural	2,200	Active Collection	33 days cataloguing backlog. Not actively collecting. Further rationalisation planned as a priority.
Archaeology	119,500	Active Collection	1773 days cataloguing backlog Actively collecting within policy framework. Further rationalisation planned as a priority.
Archives	14,000	Active Collection	231 days cataloguing backlog Limited collecting within policy framework. Further rationalisation and transfers planned.

Biology	60,000	Active Collection	699 days cataloguing backlog Limited collecting within policy framework. Further rationalisation planned.
Costume & Textiles	5,000	Active Collection	8 days cataloguing backlog Limited collecting within policy framework. Further rationalisation planned.
Decorative & Applied Arts	6,000	Active Collection	85 days cataloguing backlog Limited collecting within policy framework. Further rationalisation planned.
Ethnography	210	Dormant Collection	1 day cataloguing backlog Not actively collecting. Further rationalisation and transfers planned.
Fine Arts	3,700	Active Collection	16 days cataloguing backlog Limited collecting within policy framework. Further rationalisation planned.
Geological	41,500	Active Collection	450 days cataloguing backlog Limited collecting within policy framework. Further rationalisation planned.
Numismatics	6,000	Active Collection	80 days cataloguing backlog Limited collecting within policy framework. Further rationalisation planned.
Social History	14,775	Active Collection	80 days cataloguing backlog Limited collecting within policy

			framework. Further rationalisation planned.
--	--	--	--

Shropshire Archives

Shropshire Archives is the archive and local studies service for the historic county of Shropshire and is jointly funded by Shropshire Council and Telford and Wrekin Council. The service holds approximately 5½ miles of archives, books and photographs relating to Shropshire past and present. It is the sole archive repository and local studies library for the county of Shropshire, a Branch Diocesan Record Office for the dioceses of Hereford and Lichfield, and is approved as a place of deposit for Public Records and for Manorial and Tithe documents by the National Archives. The service also delivers records management services to Shropshire Council.

The staffing complement is as follows:

Shropshire Archives

Permanent staff 11.2 FTE (19 people)

Externally funded staff 4.1 FTE (7 people)

Records Management

Permanent staff 2 FTE (3 people)

Temporary staff (apprentice) 1 FTE (1 person)

The archives service is based in a purpose built building located on Castle Gates, in Shrewsbury. The building has four levels with a total floor space of 1,500 square metres. There are two public search rooms and a coffee room. Shropshire Archives is open for 29 hours a week, including one late evening and all day Saturday, and is fully accessible to wheel chairs users.

Shropshire Archives is accessed by more than 160,000 users (in person 10,000, virtual users 150,000) annually. Demand for research services by schools far exceeds the service's capacity to deliver, yet more than 30 institutions are reached annually.

Shropshire Archives has a well established IT network and uses CALM software for cataloguing and recording conservation work. The archive catalogue, which holds over 300,000 records, is available online and includes images of a selection of items. The service has an excellent track record in running cataloguing and digitisation projects, including a team based approach utilising volunteers. However, large backlogs of uncatalogued material and fragile material in need of conservation still inhibit access to the whole collection. Shropshire Archives works with heritage and community organisations across the county to support heritage activity and projects, 8 projects and 15 groups were supported in 2011/12.

Shropshire Archives has a very active Friends group, with a membership of over 300. The Friends provide a source of volunteers for the service, fund raising support, organise a county wide programme of outreach events, and publish a newsletter three times a year.

In 2011/12 152 volunteers contributed over 1540 days work to Shropshire Archives. Currently a joint 3 year volunteering project with Shropshire Museums Service, funded by the Heritage Lottery Fund, is supporting over 300 volunteers who will be contributing 2,000 days to the services in 2013/14.

The Records management service is based at Shirehall and provides advice and training for Shropshire Council teams on all aspects of record keeping, both paper and electronic, as well as offering a storage and retrieval service for semi-current records.

Shropshire Tourism Sector Support Team (For information)

2 Tourism Officers working to support the 3 Destination Management Partnerships within Shropshire and focus on product development and business support and secretariat the Shropshire Tourism Strategy Board. A separate and independent organisation undertakes the marketing of the County.

Shropshire Arts Service (not currently part of the Visitor Economy Team)

The Shropshire Arts Development service has 2 full time officers and a small commissioning budget, which they use to commission and deliver services across the County. The focus of the Team is community capacity building and engagement. The team has an excellent track record of attracting external funding to maximise their impacts and outcomes.

Visitor Economy
Subjective Summary

2012-13 Actual Budget £	Detail Subjective Analysis	2013-14 Budget Available £
	Expenditure	
1,666,100	Employees	1,568,410
383,750	Premises	333,540
26,040	Transport	25,010
704,340	Supplies & Services	618,600
37,630	Third Party Payments Transfer Payments Dedicated Schools Grant	37,630
2,817,860	Sub total - Controllable Expenditure	2,583,190
	Support Services	
	Office Accommodation Information Technology	
292,310	Charges from Central Services	370,200
13,100	Internal Recharges	13,100
61,240	FRS17	60,900
38,260	Insurance	46,090
451,200	Capital Charges	446,110
856,110	Sub total - Non-controllable Expenditure	936,400
3,673,970	Gross Expenditure	3,519,590
	Income	
	Government Grants Other Grants, Reimbursements & Contributions Sales	
- 57,930		57,930 -

-		-
788,850	Fees & Charges (Customer / Client Receipts)	831,180
56,170	Rents & Lettings Interest Other Services	45,870
902,950	Sub total External Income	934,980
-		-
21,000	Internal Recharges	21,000
21,000	Sub total Internal Income	21,000
923,950	Gross Income	955,980
2,750,020	Net Expenditure	2,563,610
60	Budgeted Posts (FTE)	60
	Objective Analysis	
110,810	Visitor Information Centres	108,320
-	Rockspring	-
654,640	Heritage	676,820
1,708,090	Museums	1,528,060
32,500	Retail Services	32,500
243,980	Tourism	217,910
2,750,020		2,563,610



Tender Response Document

BMN 004 – The provision of specialist Museum, Archives and Arts strategic plans and toolkits

Name of TENDERING
ORGANISATION
(please insert)

Black Radley Ltd

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council has been awarded funding (between £60,000-£70,000) from the Arts Council England to support and develop its transformational plans for services, including Museums, Archives and the Arts services in light of extreme reductions in public sector spending and a challenging fiscal environment.

We are also working with partner services within the region and the opportunities for shared services or joint ventures which will be an important consideration within this work.

'Services', within this project will be defined as Shropshire Council Museums, Archives and the Arts Development Service all of which are managed by the Visitor Economy Service with the exception of the Arts team who are managed separately.

The Council is now seeking to contract with specialist museum, archive and art development consultants who can deliver creative innovative solutions to deliver this grant funded activity. We acknowledge this is a complex commission and welcome a 'turn-key' solution with a lead contractor and associates/sub-contractors delivering elements of the contract.

This project has a suggested contract commencement date of June 2013 and completion date of December 2013. We welcome proposals that can accelerate the work and completion dates.

Full details of the required services are detailed in the Tender Specification.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Nigel Denton, 01743 253912 or via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application

if the Tender Response Document is not fully completed or is found to be inaccurate.

4. Where copies of certificates and other details are requested a **copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	6
A2	Non-Canvassing Certificate	7
A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Equal Opportunities	15
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant’s ability to perform this contract, they may be excluded.

Section E Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant’s abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant’s abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of ‘Quality’ and ‘Price’ and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 10% (88 marks)		
Section G	Price	10% / 88 max marks
Total for price		10% / 88 max marks
Quality 90% (800 marks)		
Section G / Q 1	Cost Breakdown	5 / 50 max marks
Section G / Q 2.1	Methodology – Philanthropic and Fundraising	5 / 50 max marks
Section G / Q 2.2	Evidence – Philanthropic and Fundraising	5 / 50 max marks
Section G / Q 3.1	Methodology – Enterprise and Commercial	5 / 50 max marks
Section G / Q 3.2	Evidence – Enterprise and Commercial	5 / 50 max marks
Section G / Q 4.1	Methodology – Asset and Collection Management	5 / 50 max marks
Section G / Q 4.2	Evidence – Asset and Collection Management	5 / 50 max marks
Section G / Q 5.1	Methodology – Exhibitions and Touring	5 / 50 max marks
Section G / Q 5.2	Evidence – Exhibitions and Touring	5 / 50 max marks
Section G / Q 6.1	Methodology – 3 Year Business Strategy, Business Plan and Modelling Tool	5 / 50 max marks

Section G / Q 6.2	Evidence – 3 Year Business Strategy, Business Plan and Modelling Tool	5 / 50 max marks
Section G / Q 7.1	Methodology – Open Source Toolkits	5 / 50 max marks
Section G / Q 7.2	Evidence - Open Source Toolkits	5 / 50 max marks
Section G / Q 8.1	Methodology - Engagement	5 / 50 max marks
Section G / Q 8.2	Evidence - Engagement	5 / 50 max marks
Section G / Q 9	Delivery Timetable	5 / 50 max marks
Total for quality		90% / 800 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by</i>

		<i>their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
--	--	--

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality overall will receive the **full 800 marks** available for quality. Other tenders will receive a % of the 800 marks that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality overall.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **88**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of specialist Museum, Archives and Arts strategic planning and toolkits

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of specialist Museum, Archives and Arts strategic planning and toolkits at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation Director

Company Black Radley Ltd

Address Buxton House, All Stretton, Shropshire.

Post Code SY6 6JS

Tel No 0845 226 0363

Fax No 01694 722040

E-mail address jon_finch@blackradley.com

Web address www.blackradley.com

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status Director

Signed (2) Status Director

(For and on behalf of Black Radley Limited)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status Director

Signed (2) Status Director

(For and on behalf of Black Radley Limited)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1) Status Director

Signed (2) Status Director

(For and on behalf of Black Radley Limited)

Date

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: Black Radley Ltd</p> <p>Address: Buxton House, All Stretton, Shropshire</p> <p>Postcode: SY6 6JS</p> <p>Tel: 0845 226 0363</p> <p>Email: jon_finch@blackradley.com</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>Postcode:</p> <p>Company registration number:</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: Jon Finch</p> <p>Job title: Managing Director, Black Radley Culture</p> <p>Correspondence Address: Buxton House, All Stretton, Shropshire</p> <p>Postcode: SY6 6JS</p> <p>Tel: 0845 226 0363</p> <p>Email: jon_finch@blackradley.com</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>

1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i>	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	Company History/Background	
2.1	Date Company established:	2003
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Spark UK Limited Registered Address: Buxton House, All Stretton, Shropshire Postcode: SY6 6JS Registration Number: ████████	
2.4	How many years has your company been providing strategic advisory services?	.14. years
2.5	Total number of employees: █	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £1,000,000 Professional Indemnity Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company ██████████</p> <p>Date policy taken out ███ ██████████</p> <p>Expiry date of the policy ███ ██████████</p> <p>Policy number/reference ██████████</p> <p>Conditions/Exceptions</p> <p>None</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company ██████████</p> <p>Date policy taken out ███ ██████████</p> <p>Expiry date of the policy ███ ██████████</p> <p>Policy number/reference ██████████</p> <p>Conditions/Exceptions</p> <p>None</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO Appendix 1

2.	Financial Details																
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 2 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 2 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <p>Financial statements for year ended December 2011 enclosed and management accounts for year ended December 2012.</p> <table border="1" data-bbox="296 878 1391 1240"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2011</td> <td>████████</td> <td>████████</td> <td>YES/NO Appendix 2</td> </tr> <tr> <td>2012</td> <td>████████</td> <td>████████</td> <td>YES/NO Appendix 3</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2011	████████	████████	YES/NO Appendix 2	2012	████████	████████	YES/NO Appendix 3
<u>Company</u>			Accounts Enclosed														
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>															
2011	████████	████████	YES/NO Appendix 2														
2012	████████	████████	YES/NO Appendix 3														
2.2	<p>Please show below your company’s turnover in the provision of strategic advisory services in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1536 1289 1845"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to strategic advisory services</th> </tr> </thead> <tbody> <tr> <td>2011</td> <td>████████</td> </tr> <tr> <td>2012</td> <td>████████</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to strategic advisory services	2011	████████	2012	████████										
<u>Year</u>	Turnover in relation to strategic advisory services																
2011	████████																
2012	████████																

Section D: Outstanding Claims and Contract Terminations

1. Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation? YES/NO
1.2	If YES to 1.1 please provide further details.

2. Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. None
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. None

Section E: Equal Opportunities

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p> <p>Appendix 4 – Equality and Diversity Policy attached</p>	Enclosed YES/NO
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p>	

	<ul style="list-style-type: none"> • Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; • Advance equality of opportunity between those who share protected characteristics and those who do not; • Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <p>Black Radley has delivered equality assignments for a range of public sector bodies working on hate crime, equality impact assessments, community cohesion and equality training. Equality is absolutely embedded in our service delivery.</p> <p>Appendix 5 – Identity and Fairness Framework attached</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?</p> <p>Please provide evidence of the above.</p>	

2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p>	YES/NO
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	YES/NO

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest. (PASS/FAIL)				
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	Bristol City Council	██████████ Deputy Head – Museums, Galleries and Archives Bristol City Council M Shed, Princes Wharf, Wapping Road Bristol BS1 4RN	██████████ ██████████ ██████████	Enterprise Development 1 and 2 for Bristol Museums, Galleries and Archives: building the ability to generate commercial revenue	██████████ ██████████ ██████████ ██████████ ██████████
2	City of Stoke-on-Trent Council	██████████ Head of Museums The Potteries Museum & Art Gallery Bethesda Street City Centre Stoke-on-Trent ST1 3DW	██████████	Enterprise Support for Stoke-on-Trent Museums: identifying focus areas for new business development	██████████ ██████████
3	Leicestershire County Council	██████████ Leicestershire County Council Assistant Director - Communities and Wellbeing County Hall Glenfield Leicestershire LE3 8TD	██████ ██████████ ██████████	Preparing for Business 1 and 2: helping the Council’s cultural services close a 40% drop in budget by generating commercial income	██████████ ██████████ ██████████ ██████████

4	Tyne and Wear Archives and Museums	<p>██████████ Director, Tyne and Wear Archives and Museums Discovery Museum Blandford Square Newcastle NE1 4JA</p>	<p>██████████ ██████████ ██████████ ██████████</p>	Value for money review followed by commercial performance improvement support	██████████
5	WheelPower	<p>██████████ Chief Executive WheelPower Stoke Mandeville Stadium Guttmann Road Stoke Mandeville Buckinghamshire HP21 9PP</p>	<p>████████████████████ ██████</p>	Stoke Mandeville Heritage Programme Options Appraisal: the development of a new disability heritage proposition based on the Paralympics	<p>████████████████████ ██████████</p>
6	The Reading Agency	<p>████████████████████ Chief Executive The Reading Agency The Free Word Centre 60 Farringdon Road London EC1R 3GA</p>	<p>████████████████████</p>	Strategy and growth planning for this Arts Council funded charity, charged with developing reading	██████████
7	Barnstaple and North Devon Museum	<p>Barnstaple and North Devon Museum Barnstaple Devon EX32 8LN</p>	<p>████████████████████</p>	Provision of Business Planning Support to the Barnstaple and North Devon Museum, and Burton Art Gallery	<p>████████████████████ ██████████</p>
8	Birmingham Museum Trust	<p>██████████ Interim Director Birmingham Museums Trust Chamberlain Square Birmingham B3 3DH</p>	<p>████████████████████</p>	Merger support, strategic refocusing, board/governance development	██████████
9	Royal Pavilion and Brighton Museums	<p>Royal Pavilion Gardens Brighton East Sussex BN1 1EE</p>	<p>████████████████████</p>	Social Enterprise Feasibility Study for the Royal Pavilion and Brighton Museums	<p>████████████████████ ██████</p>

Commercially Sensitive & Personal Info

10	Association of Independent Museums	[REDACTED] Executive Director Association of Independent Museums Henley Manor Crewkerne TA18 8PQ 01460 75222	[REDACTED]	Development of on line tools for Museum Sector	[REDACTED] [REDACTED]
----	------------------------------------	---	------------	--	--------------------------

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of at least 3 previous similar contracts in order to illustrate proven competency for the required services. (PASS/FAIL)</p> <p>Black Radley Culture are experts in:</p> <ul style="list-style-type: none"> • Business planning and change management; • Enterprise development; • Effective governance <p>Black Radley was originally formed in 1999; we have worked for a wide range of public, private and third sector organisations. In the last four years, our focus and expertise has been in high demand by the cultural sector. We have worked with museums, libraries and arts organisations across the country; on major programmes, shared services, enterprise development and business planning. In 2011 we helped Bristol Museums Service on an MLA-supported project to develop a sustainability framework for the museums of the South West. In the same region we completed an innovative study to help the 15 library authorities explore options for the structuring of shared services. In 2010 we had previously completed a similar piece of work in the West Midlands.</p> <p>In the last eighteen months our focus has been mainly on the interplay between enterprise and the cultural sector under two themes. The first looks at developing enterprise and entrepreneurialism in cultural sector organisations. For example, we are currently working with Tyne and Wear Archives and Museums on a project to drive up their commercial revenues by 20%. We have just completed an assignment for Leicestershire County Council entitled "Preparing for Business", where our enterprise expertise was successfully used to generate additional commercial income to close the financial hole in museum and library finances caused by 40% budget cuts. We have completed similar pieces of work with Bristol City Council and Stoke on Trent focusing on their museum services.</p> <p>The second area focuses on organisational resilience and governance. For example we completed a piece of work at the end of last year, modelling a way forward for the partners involved with Tyne & Wear Archives and Museums, and we are currently involved with developing a sustainable business model for the National Maritime Museum Cornwall. This project involves balancing the needs of a variety of stakeholders and interested partners.</p> <p>As a response to this demand from the cultural sector, we established Black Radley Culture at the beginning of 2012. ██████████ was headhunted from the MLA to be Managing Director. ██████ has a deep knowledge of the cultural sector, Shropshire and the West Midlands. In his roles as Chief Executive of MLA West Midlands and Director of Engagement for MLA he contributed significantly to the development of policy and strategy in the cultural sector at a national and local level and was chair of the DCMS Agencies West Midlands grouping between 2009 and 2011. ██████ worked closely with Shropshire Council during his six years in charge of the West Midlands at the MLA, supporting the development of the museum and library services, and the wider cultural sector in the County.</p> <p>██████████ is Black Radley's Managing Director. He is an expert in business modelling, governance and innovation. He is a Chartered Accountant and Chartered Director, with deep experience of the cultural sector. ██████████ will be the third member of the project team. ██████ is an expert in enterprise, business planning and change. He is a visiting Professor of Enterprise, has written widely on structuring for enterprise in public service and was recently awarded an OBE for his services to business and the community. Together with ██████, he has led a large number of cultural sector assignments.</p> <p><u>Example Projects</u></p>

Black Radley has successfully undertaken a wide range of projects with the cultural, and wider public, sector in recent years. Three of these projects with strong relevance to the project outlined by Shropshire Council are discussed in more detail below. The first deals with the engagement we have had with Leicestershire County Council, a long term project looking business model and governance change, alongside market and enterprise development.

Preparing for Business (Leicestershire County Council)

Project Scope

A strategic review of the Libraries, Heritage and Arts service in Leicestershire recommended a wide range of transformational changes in response to budget pressure. These changes include a greater devolution of responsibility, combined with a more business-like, enterprising approach.

Project Objectives

A more enterprising style should result in increased revenue. The negative impact of a 40% budget reduction would therefore be reduced. The project focuses on this theme. The scope of the work includes: new funds sources, social enterprise structures, commercial trading, shared museum operational services, and a more strategic level museums shared service.

Project Approach

Our approach was both focused and flexible: our initial focus was on identifying and robustly progressing those themes where improved commercial (profitable) outcomes could quickly be delivered – not least to demonstrate to the organisation as a whole that it was possible. We were also flexible, adjusting our plan when it became clear that the fundamental blockages to a more enterprising approach were organisational/systemic: we needed to take a head-on approach to the necessity for process and management change, and to get political buy-in to this.

Project Outcomes

The project is now complete. We took a number of urgent steps which resulted in an immediate increase in in-year profitability, supported senior management with a widespread and fundamental restructuring, and gained political support for a complete change to governance arrangements. These advances then led to a second year of significant profit growth (up £400k) and laid the foundations for a sustainable financial model.

Tyne and Wear Archives and Museums – Enterprise/Resilience

Project Scope

We were asked to undertake a rapid review of the commercial performance and resilience of this 13 site museums business. The scope was comprehensive, looking at a financial, ergonomic, and marketing perspective on retailing, catering, events, donations and other income.

Project Objectives

The rapid assessment was commissioned in order to identify, and quantify, potential revenue stream growth, potential cost reductions, ideal structural change, and the politics of moving towards a more commercial approach overall. The service is owned by five Councils and a University.

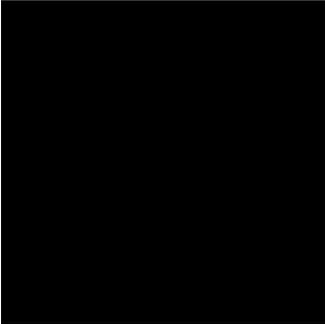
Project Approach

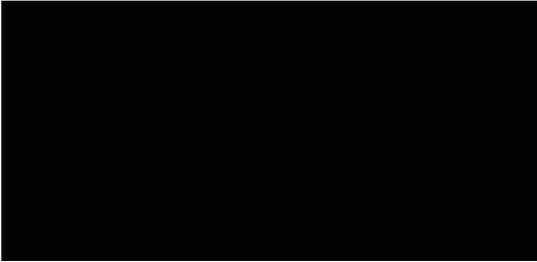
Our approach was based on our established Museum Rapid Enterprise Assessment methodology. A three day intensive on-site assessment by a team of three senior consultants was preceded by an in-depth financial, paper-based and virtual analysis which scoped the financial and process issues. The on-site elements sought to follow the customer journey, the process flows within the

	<p>organisation, and the management accountability/performance chain.</p> <p>Project Outcomes</p> <p>A robust and hard-hitting presentation was made to the senior team (subsequently re-iterated to the level below), identifying clear weaknesses in systems and behaviours and making firm recommendations for specific development areas. The conclusions were well-received and we have been asked to work, on a retained basis, in seeing the necessary changes through.</p> <p><u>Bristol Museums Governance Options</u></p> <p>Project Scope</p> <p>Following on from the successful launch of MShed, Bristol City Council was keen to consider whether a change to BMGA’s governance would allow the service to continue to improve, by giving it greater flexibility and independence.</p> <p>Project Objectives</p> <p>The objective was to set out the range of possible governance options for BMGA, and help the City Council to form a view on which would suit the service best.</p> <p>Project Approach</p> <p>We undertook a detailed analysis of comparable organisations which had made radical changes in governance, of financial data, and of stakeholder perspectives.</p> <p>The comparator analysis made it clear that greater independence could deliver greater enterprise and thereby stronger finances and a better customer service – but that this was dependent on local circumstance, particularly stakeholder views. We therefore build a Bristol-specific set of stakeholder success criteria, and used these to help model the financial and legal options. This enabled a firm governance recommendation to be proposed.</p> <p>Project Outcomes</p> <p>The project is in its final stages, with a draft report having been submitted and well received.</p>									
<p>2.2</p>	<p>Please provide details of qualifications and experience of team members who would be working on this contract in order to illustrate that you are able to undertake this contract successfully. (PASS/FAIL)</p> <div style="background-color: black; width: 150px; height: 20px; margin: 10px 0;"></div> <div style="background-color: black; width: 200px; height: 120px; margin: 10px 0;"></div> <p><u>EDUCATION</u></p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Dates</u></th> <th style="text-align: left;"><u>Institution</u></th> <th style="text-align: left;"><u>Course</u></th> </tr> </thead> <tbody> <tr> <td>1993-94</td> <td>University of Leicester</td> <td>MA – Museum Studies</td> </tr> <tr> <td>1989-92</td> <td>Swansea University</td> <td>BA (Hons) – Classical Civilisation</td> </tr> </tbody> </table> <p><u>EXPERIENCE</u></p> <p>2012- Black Radley Culture Ltd Managing Director</p> <p>Major projects include:</p> <ul style="list-style-type: none"> Stoke Museums Service Enterprise Development 	<u>Dates</u>	<u>Institution</u>	<u>Course</u>	1993-94	University of Leicester	MA – Museum Studies	1989-92	Swansea University	BA (Hons) – Classical Civilisation
<u>Dates</u>	<u>Institution</u>	<u>Course</u>								
1993-94	University of Leicester	MA – Museum Studies								
1989-92	Swansea University	BA (Hons) – Classical Civilisation								

Personal Info

<ul style="list-style-type: none"> • Tyne and Wear Archives and Museums Options Analysis • Development of Asset Based Approach to Library Strategy 		
2009 – 2011	Museums, Libraries and Archives Council (MLA)	Director of Engagement - West
<ul style="list-style-type: none"> • Executive Board member of Non Departmental Public Body. • Led MLA delivery and engagement across South West and West Midlands. • Oversaw Renaissance programme £10 million per year in SW and WM. 		
2006 - 2008	MLA West Midlands	Chief Executive
<ul style="list-style-type: none"> • Strategically repositioned MLA West Midlands, creating dynamic partnerships with key stakeholders, local government and the sector. • Successfully wound up MLA WM after organisational restructure. 		
2003 – 2006	Museums, Libraries and Archives North West	Head of Policy
<ul style="list-style-type: none"> • Developed a new business focused strategic framework for MLA NW. • Led development of cultural local government improvement group in NW. 		
2001 – 2003	Bolton MBC Heritage, Information and Arts Department	Collection Services Manager
1998 – 2001	Lincolnshire County Council, Heritage Service	Principal Keeper, Museum of Lincolnshire Life
OTHER INFORMATION		
<ul style="list-style-type: none"> • Former Chair of DCMS Agencies West Midlands • Former Chair of Swindon Heritage Board • Former Trustee of South West Tourism 		
		
EDUCATION		
<u>Dates</u>	<u>Institution</u>	<u>Course</u>
1990-91	Warwick Business School	Masters in Business Administration (distinction)
1982-85	Durham University	BA (Hons) in Philosophy
<u>EXPERIENCE</u>		
1999 -	Black Radley Ltd	Chief Executive
Major projects include:		
<ul style="list-style-type: none"> • Staffordshire Hoard Governance support • South West Museums sustainability framework • Business Plan for Regional Local Authority Leaders' Board • Local Authority Performance Board 		

<p>1997 – 1999</p>	<p>Spring Group PLC</p>	<p>Commercial Director, Spring Skills Ltd,</p>
<ul style="list-style-type: none"> Member of Spring Group PLC’s Senior Management Group, responsible for strategy, business development and marketing of the major subsidiary (turnover £34million). 		
<p>1993 – 1997</p>	<p>Wolverhampton Chamber of Commerce, Training & Enterprise</p>	<p>Chief Executive</p>
<ul style="list-style-type: none"> Youngest TEC Chief Executive in the UK. Merged TEC, Chamber and Business Link Returned struggling business to strong financial position. 		
<p>1991 – 1993</p>	<p>PI Business Consultants Ltd</p>	<p>Board Director</p>
<p>1986 – 1989</p>	<p>IBM UK Ltd</p>	<p>Large Systems Account Manager</p>
<p><u>OTHER INFORMATION</u></p>		
<ul style="list-style-type: none"> Chair of the Community Development Foundation (a Non-Departmental Public Body) Chair of the Birmingham Leadership Foundation Former Chair of Healthcare Improvement Partnerships Ltd Trustee of the LankellyChase Foundation Visiting Professor of Enterprise, Birmingham City University Awarded OBE in 2012 for services to business and the community 		
 		
<p><u>EDUCATION</u></p>		
<p><u>Dates</u></p>	<p><u>Institution</u></p>	<p><u>Course</u></p>
<p>2006</p>	<p>Institute of Directors</p>	<p>Chartered Director</p>
<p>1998</p>	<p>Open University</p>	<p>BA - Social Science</p>
<p>1988</p>	<p>Institute of Chartered Accountants in England and Wales</p>	<p>Chartered Accountant</p>
<p>1980-83</p>	<p>Trinity College, Cambridge</p>	<p>BA (Hons) - Chemical Engineering</p>
<p><u>EXPERIENCE</u></p>		
<p>2001 -</p>	<p>Black Radley Ltd</p>	<p>Managing Director</p>
<p>Major projects include</p>		
<ul style="list-style-type: none"> South West Libraries consortia support West Midlands Library shared services Renaissance in the Regions business planning London Development Agency jewellery sector investment plan Birmingham City Council manufacturing strategy 		

	1998 – 2001	Wakefield TEC	Chief Executive
	<ul style="list-style-type: none"> Managed the turnaround of a failing organisation at Wakefield TEC, achieving a 20% improvement in key performance indicators. Design and implementation of financial and management information systems to monitor business performance and be accountable. 		
	1991 - 1998	Wolverhampton CTE	Head of Corporate Services
	<ul style="list-style-type: none"> Project management of the merger of the TEC with Wolverhampton Chamber of Commerce to form the Chamber of Commerce, Training and Enterprise, including all aspects of business planning, financial, legal and staffing issues 		
	1989 – 1991	BTS Monarch Ltd	Managing Director
	1984 – 1989	Arthur Andersen & Co.	Chartered Accountant
	OTHER INFORMATION		
	<ul style="list-style-type: none"> Non-executive Director NHS Hospital Trust Experienced non-executive Chair and school governor 		
	 		
	<u>EDUCATION</u>		
	<u>Dates</u>	<u>Institution</u>	<u>Course</u>
	1988-1993	Southampton University	PhD in statistical models and transport analysis
	1983-1987	Loughborough University	BSc - Ergonomics (Upper Second) and Diploma in Professional Studies
	<u>EXPERIENCE</u>		
	2004 -	Black Radley Ltd	Head of Systems & Ergonomics
	<p>Leading on Complex Project Management in an Information Technology context: bringing users and technical staff together to make progress in complex, multi-party or political environments</p>		
	1996 -2004	Systems Consultant	
	<p>Major Customers:</p> <ul style="list-style-type: none"> Shropshire County Council (Project Leader) InvestE Limited IBM Global Services Anchor Trust British Telecom Ordnance Survey Cambridge Display Technology 		

Section G: Tender Schedule

Pricing Schedule	
Based on our budget of between £60,000 - £70,000, please state your tendered cost to deliver the provision of specialist Museum, Archives and Arts strategic plans and toolkits as set out in the Tender Specification and your Tender Specification Response. Tendered Price = ██████████	Max Marks: 88

Tender Specification Response																																																							
1	<p>Please provide a full breakdown of your costs to deliver the service at the tendered price detailed above in the Pricing Schedule.</p> <p>The total days by consultant for each phase and the cost of each phase is shown below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2"></th> <th colspan="5" style="background-color: #f4a460;">Consultant days</th> </tr> <tr> <th style="background-color: #f4a460;">PL</th> <th style="background-color: #f4a460;">IW</th> <th style="background-color: #f4a460;">JF</th> <th style="background-color: #f4a460;">JC</th> <th style="background-color: #f4a460;">Total</th> </tr> </thead> <tbody> <tr> <td style="background-color: #d9e1f2;">Phase 1 - Strategic Intent</td> <td>3.5</td> <td>1.5</td> <td>4.5</td> <td>0.0</td> <td>9.5</td> </tr> <tr> <td style="background-color: #d9e1f2;">Phase 2 - Philanthropy & Fundrasing</td> <td>2.0</td> <td>5.0</td> <td>6.0</td> <td>2.0</td> <td>15.0</td> </tr> <tr> <td style="background-color: #d9e1f2;">Phase 2.2 - Enterprise & Commercial</td> <td>3.0</td> <td>6.0</td> <td>3.0</td> <td>2.0</td> <td>14.0</td> </tr> <tr> <td style="background-color: #d9e1f2;">Phase 2.3 - Asset & Collection Management</td> <td>1.5</td> <td>4.0</td> <td>4.5</td> <td>2.0</td> <td>12.0</td> </tr> <tr> <td style="background-color: #d9e1f2;">Phase 2.4 - Exhibitions & Touring</td> <td>2.0</td> <td>3.0</td> <td>6.5</td> <td>2.0</td> <td>13.5</td> </tr> <tr> <td style="background-color: #d9e1f2;">Phase 3 - Business Planning</td> <td>3.5</td> <td>4.5</td> <td>3.0</td> <td>2.0</td> <td>11.0</td> </tr> <tr> <td style="background-color: #f4a460;">Total</td> <td style="background-color: #f4a460;">15.5</td> <td style="background-color: #f4a460;">24.0</td> <td style="background-color: #f4a460;">27.5</td> <td style="background-color: #f4a460;">10.0</td> <td style="background-color: #f4a460;">75.0</td> </tr> </tbody> </table> <p>The total cost of the project is ██████████ including all expenses but excluding VAT.</p>		Consultant days					PL	IW	JF	JC	Total	Phase 1 - Strategic Intent	3.5	1.5	4.5	0.0	9.5	Phase 2 - Philanthropy & Fundrasing	2.0	5.0	6.0	2.0	15.0	Phase 2.2 - Enterprise & Commercial	3.0	6.0	3.0	2.0	14.0	Phase 2.3 - Asset & Collection Management	1.5	4.0	4.5	2.0	12.0	Phase 2.4 - Exhibitions & Touring	2.0	3.0	6.5	2.0	13.5	Phase 3 - Business Planning	3.5	4.5	3.0	2.0	11.0	Total	15.5	24.0	27.5	10.0	75.0	Weight: 5 Max Marks: 50
	Consultant days																																																						
	PL	IW	JF	JC	Total																																																		
Phase 1 - Strategic Intent	3.5	1.5	4.5	0.0	9.5																																																		
Phase 2 - Philanthropy & Fundrasing	2.0	5.0	6.0	2.0	15.0																																																		
Phase 2.2 - Enterprise & Commercial	3.0	6.0	3.0	2.0	14.0																																																		
Phase 2.3 - Asset & Collection Management	1.5	4.0	4.5	2.0	12.0																																																		
Phase 2.4 - Exhibitions & Touring	2.0	3.0	6.5	2.0	13.5																																																		
Phase 3 - Business Planning	3.5	4.5	3.0	2.0	11.0																																																		
Total	15.5	24.0	27.5	10.0	75.0																																																		

The days by consultant and cost for the Strategic Intent phase is shown below:

Phase 1 - Strategic Intent	PL	IW	JF	JC	Total
Phase Initiation	0.0	0.0	0.5	0.0	0.5
Context Review	0.0	0.0	1.0	0.0	1.0
Partner strategic direction	1.0	0.0	0.0	0.0	1.0
Stakeholder Analysis	1.0	0.0	1.0	0.0	2.0
Resources Analysis	0.0	1.0	0.0	0.0	1.0
Generate Strategic Direction Options	0.5	0.5	0.5	0.0	1.5
Success Criteria Develop	0.0	0.0	0.5	0.0	0.5
Evaluate Strategic Direction Options	0.5	0.0	0.5	0.0	1.0
Agree headline Strategic Direction	0.5	0.0	0.5	0.0	1.0
Phase 1 Consultant Days	3.5	1.5	4.5	0.0	9.5
Consultant daily rate	[REDACTED]				
Consultant Fees inc. expenses, excluding VAT	[REDACTED]				

The days by consultant and cost for the Philanthropy & Fundraising phase is shown below:

Phase 2.1 - Philanthropy & Fundrasing	PL	IW	JF	JC	Total
Phase Initiation	0.0	0.0	0.5	0.0	0.5
Service Review	0.0	0.0	1.0	0.0	1.0
Financial Assessment	0.0	1.0	0.0	0.0	1.0
Benchmarking Analysis	0.0	1.0	0.0	0.0	1.0
Stakeholder Analysis	0.5	0.0	1.0	0.0	1.5
Funder Review	0.0	1.0	0.0	0.0	1.0
Identify priority business themes	0.0	0.5	0.5	0.0	1.0
Identify key funder opportunities	0.0	0.5	0.5	0.0	1.0
Evaluate options	0.5	0.0	0.5	0.0	1.0
Draft Funding Strategy and action plan	0.5	0.0	1.0	0.0	1.5
Final Fundraising Strategy and action plan	0.5	0.5	1.0	0.0	2.0
Toolkit Development	0.0	0.5	0.0	2.0	2.5
Phase 2.1 Consultant Days	2.0	5.0	6.0	2.0	15.0
Consultant daily rate	[REDACTED]				
Consultant Fees inc. expenses, excluding VAT	[REDACTED]				

Commercially Sensitive Info

The days by consultant and cost for the Enterprise & Commercial phase is shown below:

Phase 2.2 - Enterprise & Commercial	PL	IW	JF	JC	Total
Phase inception	0.0	0.5	0.0	0.0	0.5
Early focus	0.0	1.0	0.5	0.0	1.5
Internal alignment	0.5	1.0	0.5	0.0	2.0
External alignment	1.0	1.0	1.0	0.0	3.0
Embedding	0.0	1.0	1.0	0.0	2.0
Draft Strategy and action plan	0.5	0.5	0.0	0.0	1.0
Final Strategy and action plan	0.5	0.5	0.0	0.0	1.0
Toolkit Development	0.5	0.5	0.0	2.0	3.0
Phase 2.2 Consultant Days	3.0	6.0	3.0	2.0	14.0
Consultant daily rate	[REDACTED]				
Consultant Fees inc. expenses, excluding VAT	[REDACTED]				

The days by consultant and cost for the Asset & Collection Management phase is shown below:

Commercially Sensitive Info

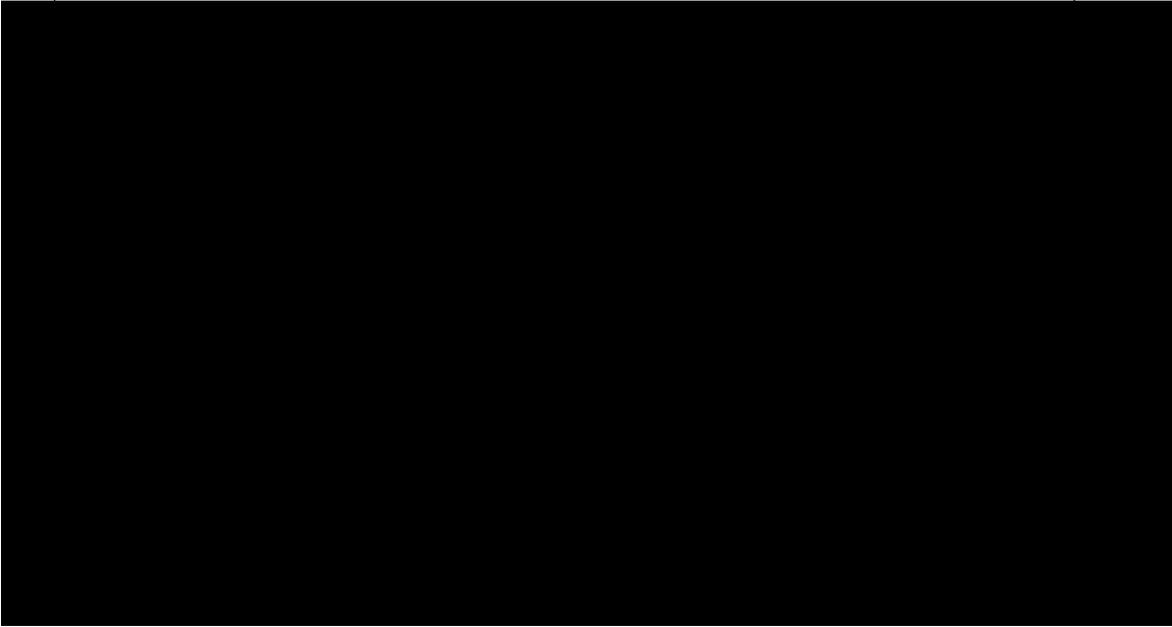
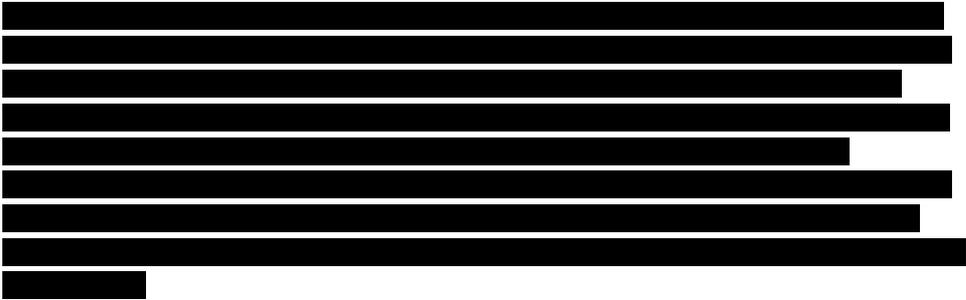
Phase 2.3 - Asset & Collection Management	PL	IW	JF	JC	Total
Phase Initiation	0.0	0.5	0.0	0.0	0.5
Collection Benchmark	0.0	0.0	0.5	0.0	0.5
Fixed Asset Benchmark	0.0	0.5	0.5	0.0	1.0
Staff/Competence Benchmark	0.0	0.5	0.0	0.0	0.5
Intangible Asset Benchmark	0.0	0.5	0.0	0.0	0.5
Modelling Efficiency Options	0.0	0.5	0.5	0.0	1.0
Modelling Effectiveness	0.0	0.5	0.5	0.0	1.0
Evaluate Strategy Options	0.5	0.0	0.5	0.0	1.0
Draft Strategy and action plan	0.5	0.0	1.0	0.0	1.5
Final Strategy and action plan	0.5	0.5	1.0	0.0	2.0
Toolkit Development	0.0	0.5	0.0	2.0	2.5
Phase 2.3 Consultant Days	1.5	4.0	4.5	2.0	12.0
Consultant daily rate	[REDACTED]				
Consultant Fees inc. expenses, excluding VAT	[REDACTED]				

The days by consultant and cost for the Exhibitions & Touring phase is shown below:

Phase 2.4 - Exhibitions & Touring	PL	IW	JF	JC	Total
Phase Initiation	0.0	0.0	0.5	0.0	0.5
Service Review	0.0	0.0	1.0	0.0	1.0
Financial Assessment	0.0	1.0	0.0	0.0	1.0
Benchmarking Analysis	0.0	0.5	1.0	0.0	1.5
Stakeholder Analysis	0.5	0.0	0.5	0.0	1.0
Generate Strategy Options	0.0	0.5	0.5	0.0	1.0
Feasibility Criteria	0.0	0.0	0.5	0.0	0.5
Evaluate Strategy Options	0.5	0.0	0.5	0.0	1.0
Draft Strategy and action plan	0.5	0.0	1.0	0.0	1.5
Final Strategy and action plan	0.5	0.5	1.0	0.0	2.0
Toolkit Development	0.0	0.5	0.0	2.0	2.5
Phase 2.4 Consultant Days	2.0	3.0	6.5	2.0	13.5
Consultant daily rate					
Consultant Fees inc. expenses, excluding VAT					

The days by consultant and cost for the Business Planning phase is shown below:

Phase 3 - Business Planning	PL	IW	JF	JC	Total
Phase Initiation	0.0	0.5	0.0	0.0	0.5
Generate Business Plan Options	0.5	1.0	0.5	0.0	2.0
Evaluate Business Plan Options	0.5	0.5	0.5	0.0	1.5
Draft Business Plan	1.0	1.0	1.0	0.0	3.0
Final Business Plan	1.0	0.5	1.0	0.0	2.5
Planning Tool	0.5	1.0	0.0	2.0	1.5
Phase 3 Consultant Days	3.5	4.5	3.0	2.0	11.0
Consultant daily rate					
Consultant Fees inc. expenses, excluding VAT					

2.1	<p>Please provide a detailed methodology for how you will develop the Philanthropic and Fundraising Strategy and 3 Year Action Plan.</p> <p>This should include details of the tasks involved, key milestones, individuals used, inputs from Shropshire Council and any other relevant information.</p> <hr/> <p><u>Overall Project Methodology</u></p>  	<p>Weight: 5 Max Marks: 50</p>
-----	--	--

Philanthropy and Fundraising

[Redacted text]

- [Redacted list item]
- [Redacted list item]
- [Redacted list item]

[Large redacted block]

Stage A: Assessment

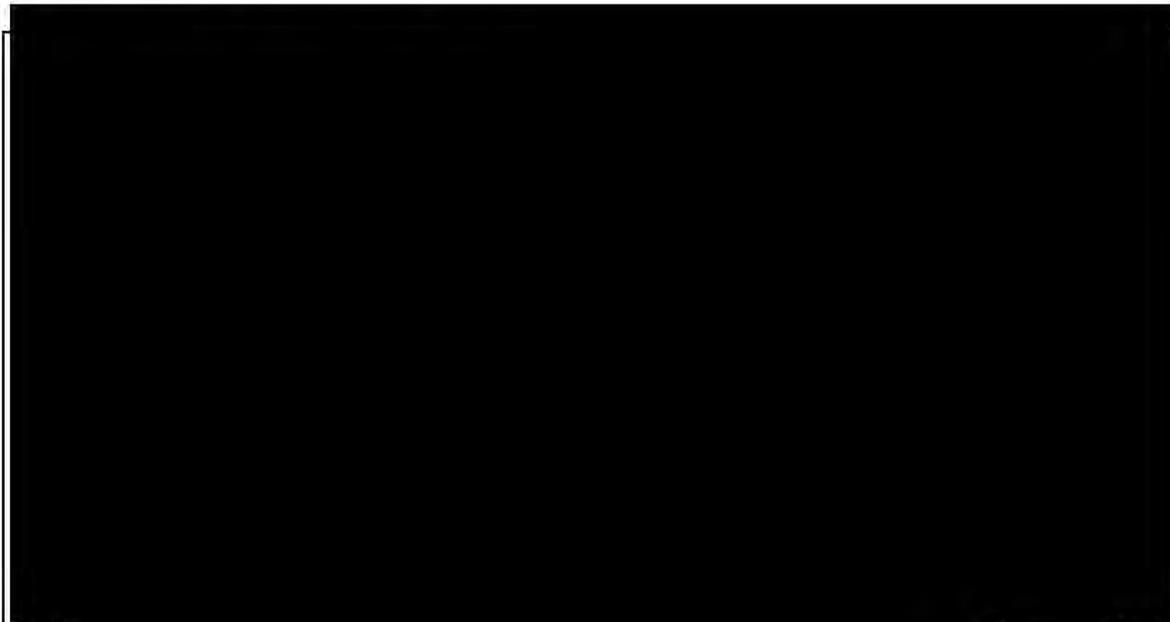
[Large redacted block]

ic

ith
f

nd
is

3.1	<p>Please provide a detailed methodology for how you will develop the Enterprise and Commercial Strategy and 3 Year Action Plan.</p> <p>This should include details of the tasks involved, key milestones, individuals used, inputs from Shropshire Council and any other relevant information.</p> <hr/>	<p>Weight: 5 Max Marks: 50</p>
		



stand

project

ty of
he 80-
s.

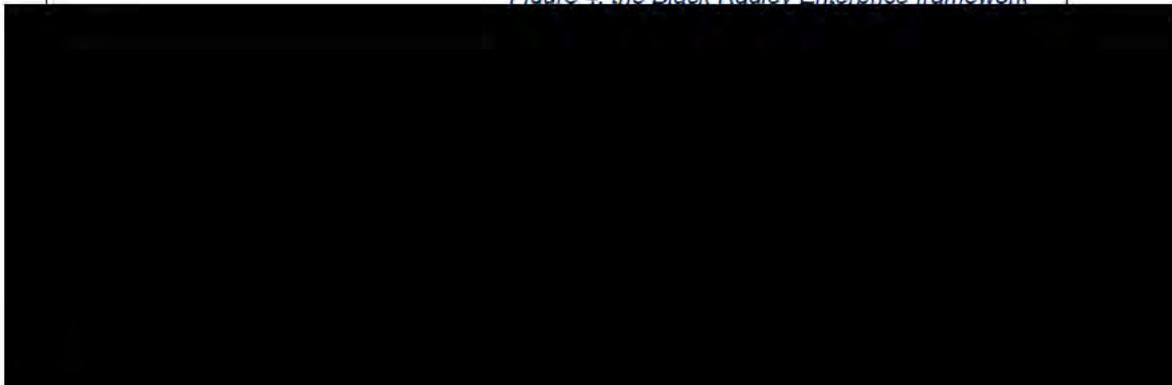
f
an
ee

tivity

Commercially Sensitive Info



Figure 4: the Black Radley Enterprise framework



		5 yr plan	3 yr plan	initiate
large				

project categories

Quick Wins



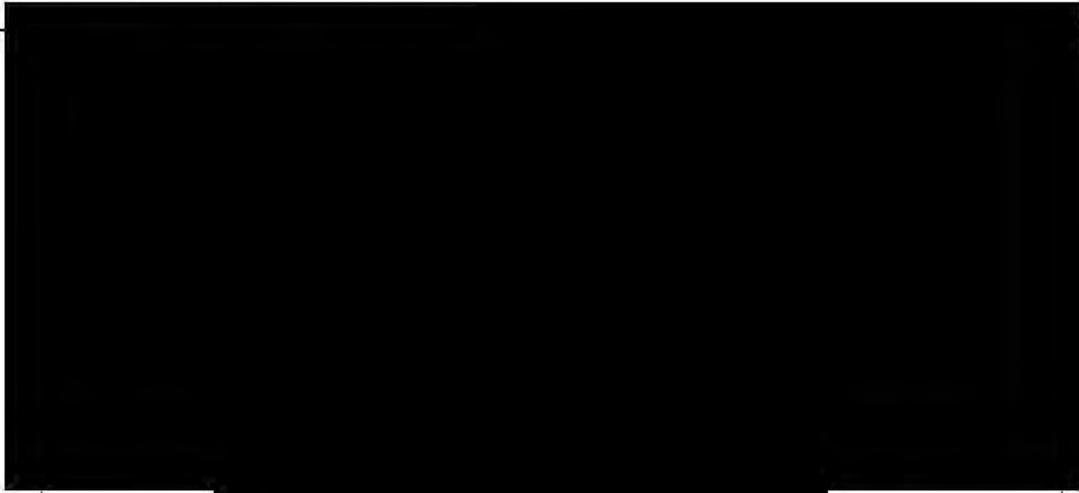
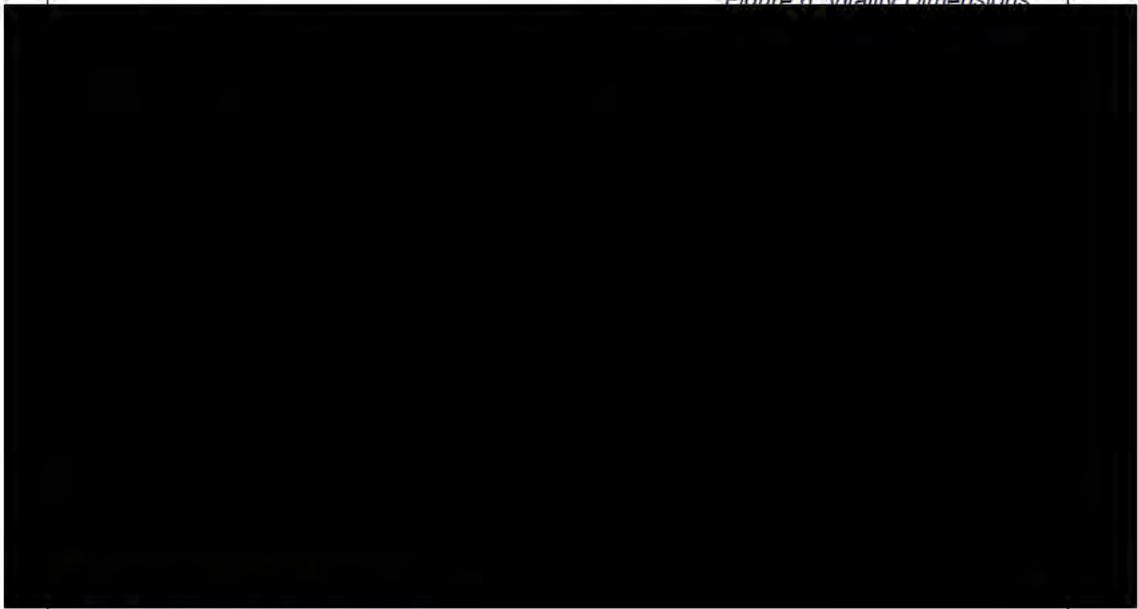
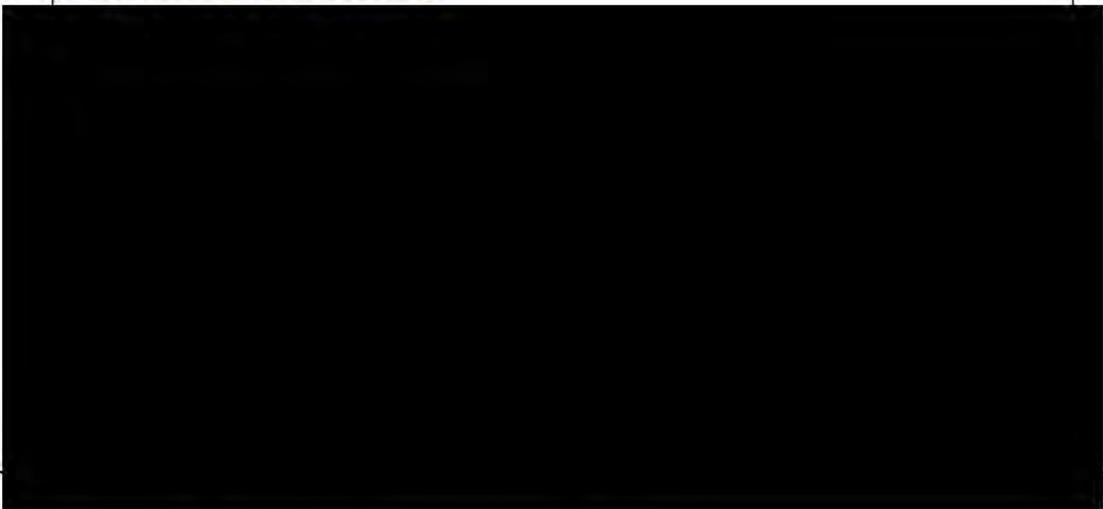


Figure 6: Vitality Dimensions



Performance Improvement





Phase 3: External Alignment



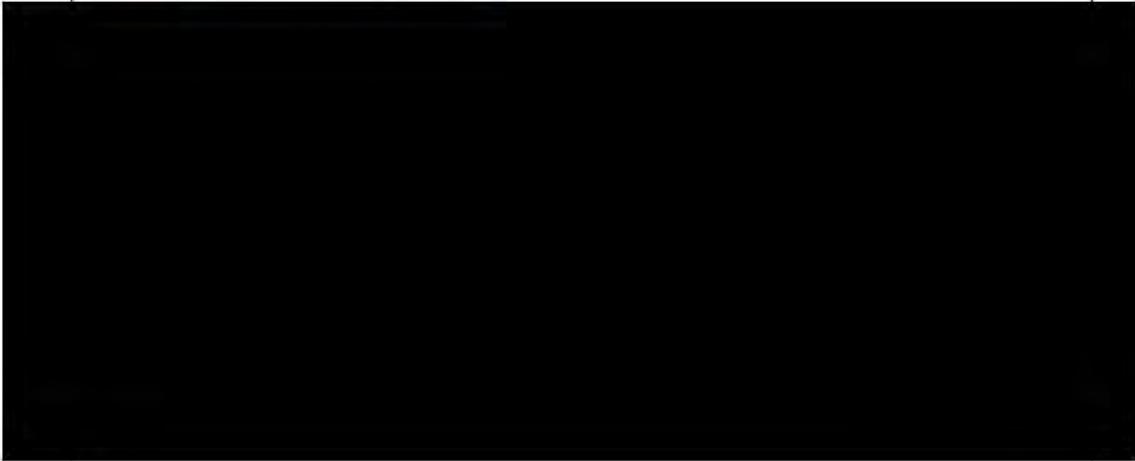
External Linkages



Stakeholder Management Plan



Phase 4: Embedding Change



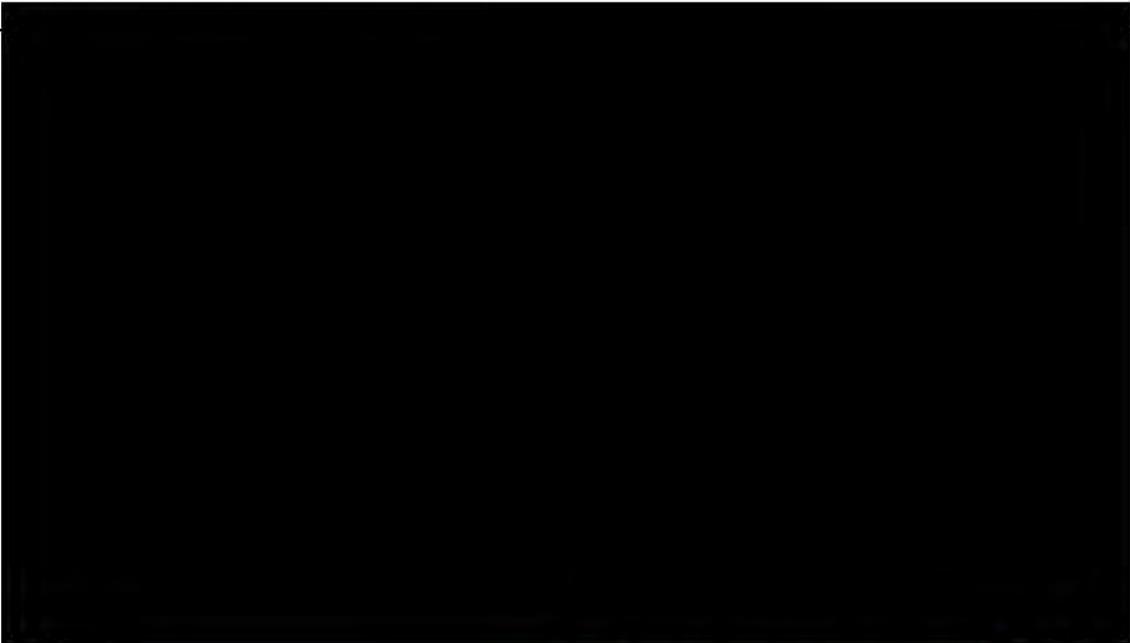
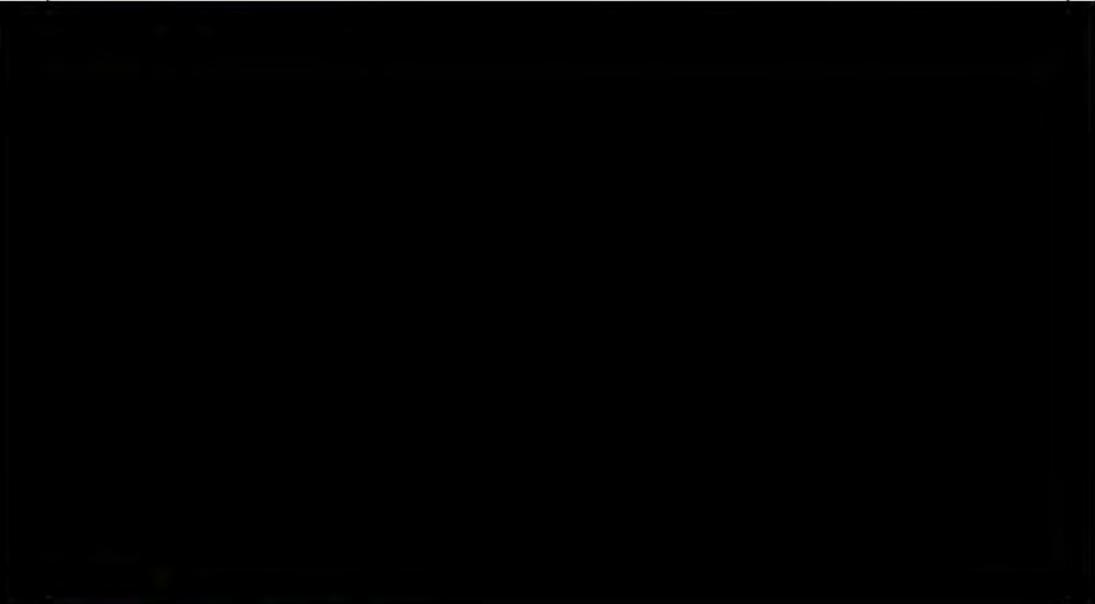
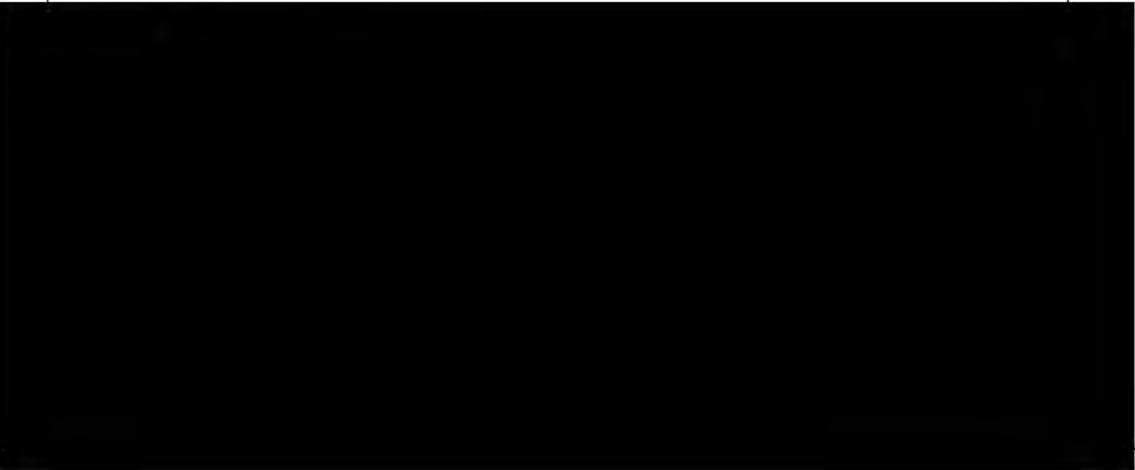


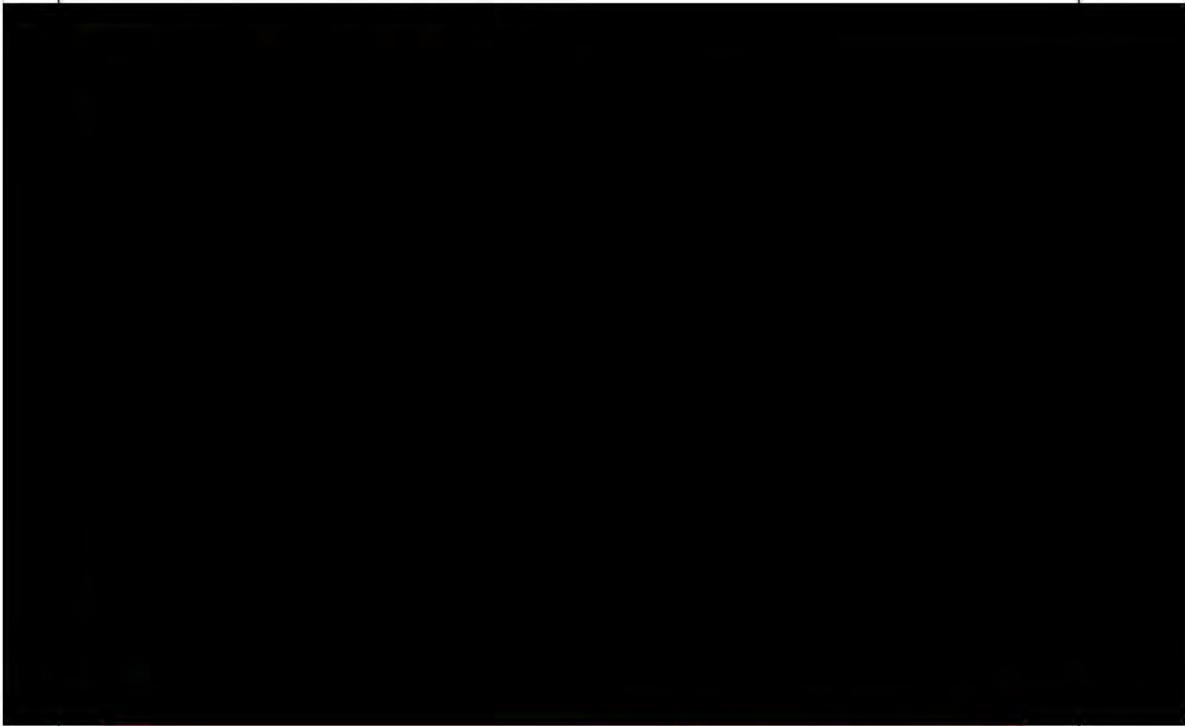
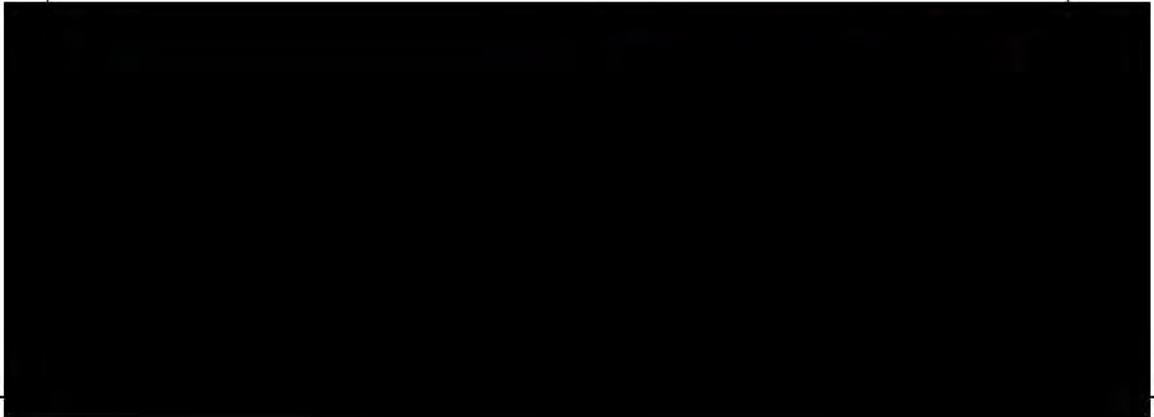
Figure 7: Asset and Collection Management

Stage A: Assessment



Stage B: Prioritisation



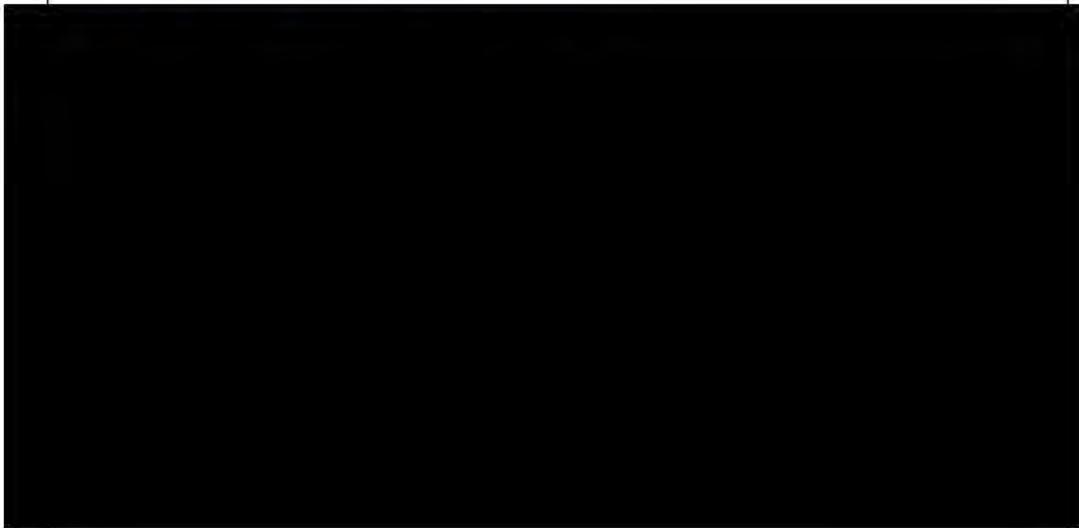
5.1	<p>Please provide a detailed methodology for how you will develop the Exhibitions and Touring Strategy and 3 Year Action Plan.</p> <p>This should include details of the tasks involved, key milestones, individuals used, inputs from Shropshire Council and any other relevant information.</p> <hr/> <p><u>Overall Project Methodology</u></p>  <p><u>Exhibitions and Touring Strategy</u></p>  <p><i>Figure 8: Exhibitions and Touring Strategy</i></p> 	<p>Weight: 5 Max Marks: 50</p>
-----	--	---

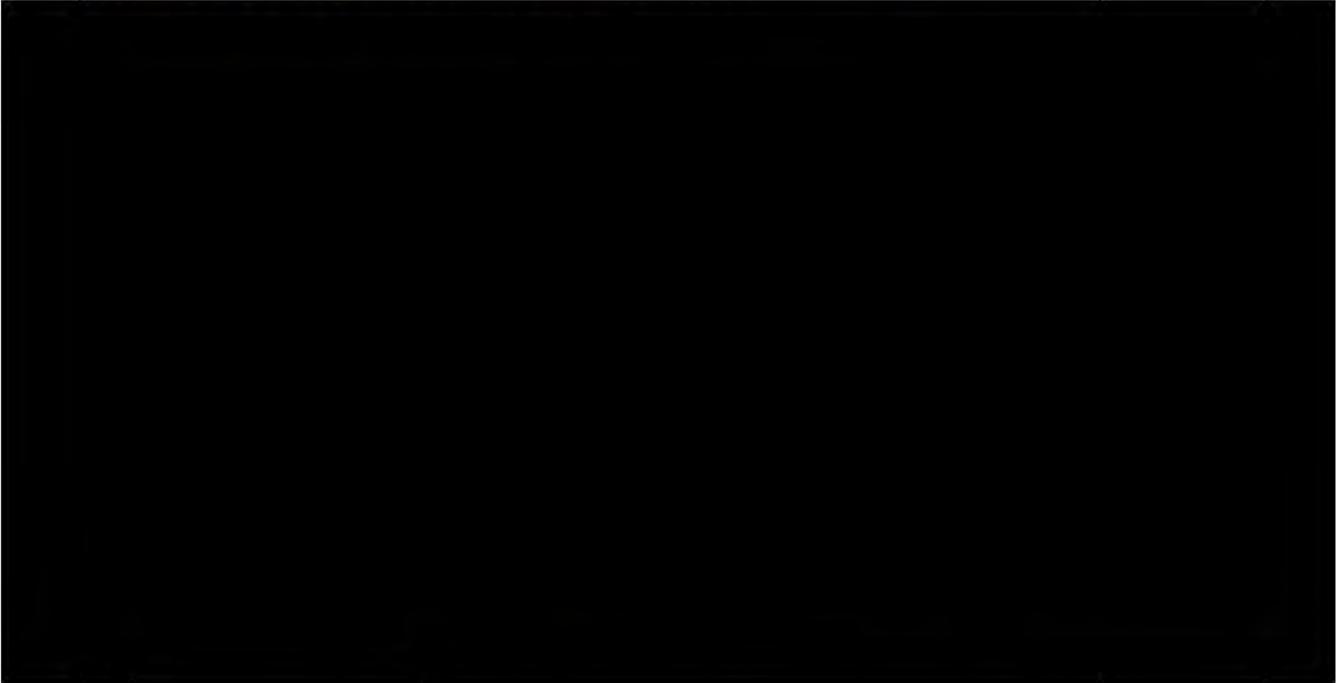


Stage B: Prioritisation



Stage C: Action Planning and Toolkit



5.2	<p>In order to evidence the robustness of the methodology above (Question 5.1), please provide a case study where you have used a similar approach. Please illustrate the outcomes of your approach and highlight any challenges faced and how these were overcome.</p> <hr/> <p>We have given considerable attention to the management of exhibitions and touring in all our work with museums. It represents a key shop window for the services, and an important way to retain and build footfall.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] <i>(For those reading an electronic version of this document, the diagram below can be expanded.)</i></p> 	<p>Weight: 5 Max Marks: 50</p>
	 <p><i>Figure 9: Project/Programme Management Process</i></p>	

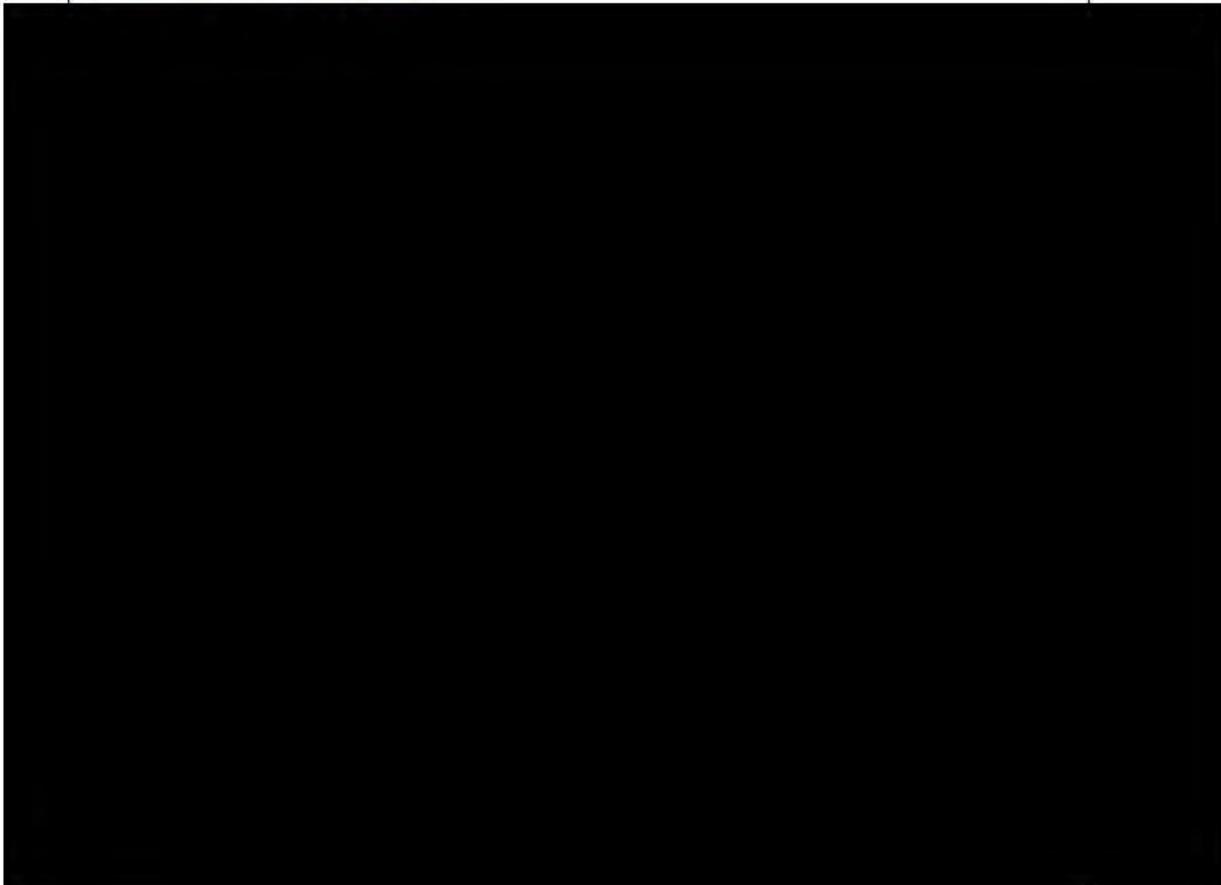
6.1	<p>Please provide a detailed methodology for how you will develop the 3 Year Business Strategy, Business Plan and Modelling Tool.</p> <p>This should include details of the tasks involved, key milestones, individuals used, inputs from Shropshire Council and any other relevant information.</p> <hr/> <p><u>Overall Project Approach</u></p> 	<p>Weight: 5 Max Marks: 50</p>
	 <p><u>Strategic Intent</u></p> 	



Figure 10: Establishing Strategic Intent

Business Planning

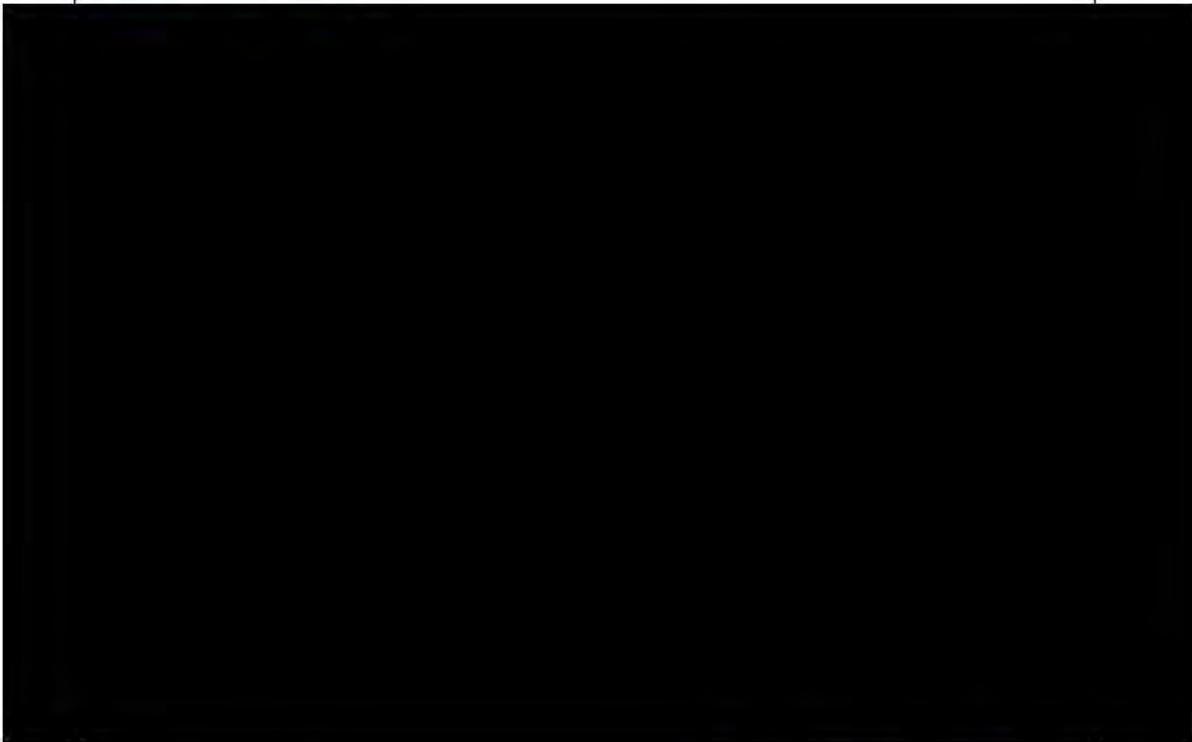


Figure 11: Expert Lines of Enquiry

Modelling



Metrics



Players

[Redacted text block]

Strategic Vitality

[Redacted text line]

[Redacted text block]

[Redacted text block]

Do things well

[Redacted text block]

Stay viable

[Redacted text block]

Maintain support

[Redacted text block]

[Redacted text block]

Options & Recommendations

[Redacted text block]



Figure 12: Organisational "Rich Picture"



Figure 11 below sets out the shape of the business planning phase.

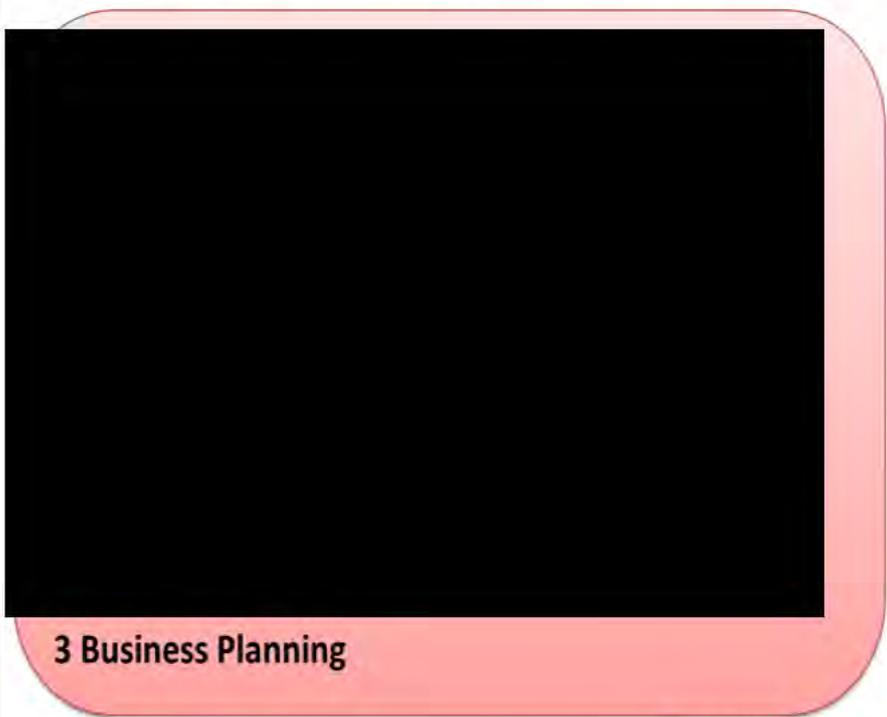


Figure 11: Business Planning

6.2

In order to evidence the robustness of the methodology above (Question 6.1), please provide a case study where you have used a similar approach. Please illustrate the outcomes of your approach and highlight any challenges faced and how these were overcome.

Weight:
5
Max
Marks:
50

We have used the Balanced Enterprise Planning methodology widely in the cultural and heritage sector. [Redacted]

	<p>[Redacted]</p>	
7.1	<p>Please provide a detailed methodology for how you will develop the open source toolkits for the four strategies and action plans (Philanthropic and Fundraising; Enterprise and Commercial; Asset and Collection Management; Exhibitions and Touring) and an open source business planning tool.</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Weight: 5 Max Marks: 50</p>

Black Radley Culture
Buxton House
All Stretton
Shropshire
SY6 6JS
FAO Mr John Finch, Managing Director

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

XX May 2013

Dear Sirs

BMN 004 – The provision of specialist Museum, Archives and Arts strategic plans and toolkits.

SUBJECT TO CONTRACT

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the above requirement as set out in your recent tender.

The information provided by the invitation to tender documentation and your tender response will form the basis of this contract. This contract is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.

We will now have our legal services prepare a form of agreement for both parties to sign and this will be forwarded to you in due course to execute.

The award criteria for this requirement was set out in full in Invitation to Tender with quality accounting for 90% and price for 10% of the total marks.

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Your Rank (out of all 3 tenders received)
Price (out of 88 marks)	88	1
Quality (out of 800 marks)	800	1
Overall	888	1

Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-

QUALITY - 90% (out of 800 marks)			Black Radley		
Section G	Contract Specific Questions	Weighting	Question Marks	Weighted Marks	Justifications
1	Cost Breakdown	5	8	40	Comprehensive, concise, strong mix of all officers involved
2.1	Methodology - Philanthropic and Fundraising	5	8	40	Strong answer. Good assessment and prioritisation process, detailed action plan.
2.2	Evidence - Philanthropic and Fundraising	5	7	35	Good experience however not as detailed as some other submissions
3.1	Methodology - Enterprise and Commercial	5	9	45	Very detailed, clear, confident and realistic.
3.2	Evidence - Enterprise and Commercial	5	9	45	Relevant, strong experience. Similar service provision, good understanding.
4.1	Methodology - Asset and Collection Management	5	8	40	Comprehensive, realistic. Shows good understanding of issues, well thought through.
4.2	Evidence - Asset and Collection Management	5	9	45	Relevant, strong experience. Similar service provision, good understanding.
5.1	Methodology - Exhibitions and Touring	5	6	30	Acceptable. Underestimated aspirations of client. Lacks creativity.
5.2	Evidence - Exhibitions and Touring	5	6	30	Acceptable answer, not as detailed as some other submissions.
6.1	Methodology - 3 Yr Business Strategy, Business Plan and Modelling Tool	5	9	45	Well tailored to client requirement.
6.2	Evidence - 3 Yr Business Strategy, Business Plan and Modelling Tool	5	8	40	Relevant experience, good application of situation. Similar services with appropriate results.
7.1	Methodology - Open Source Toolkits	5	8	40	Comprehensive and robust. Achievable. Evidence of specific experience.
7.2	Evidence - Open Source Toolkits	5	8	40	Very relevant. Demonstrates appreciation of end user.
8.1	Methodology - Engagement	5	8	40	Realistic, achievable, appropriate.
8.2	Evidence - Engagement	5	8	40	Very relevant. Comprehensive.
9	Delivery Timetable	5	7	35	Realistic, sound answer.
Total Quality Score			630		
TOTAL WEIGHTED QUALITY SCORE			800		
RANK			1		

We will be in touch with you again.

Yours faithfully

Andy Evans
Head of Business Growth & Prosperity
Shropshire Council

Louise Cross
Visitor Economy Service Manager
Shropshire Council