Contractors brief for delivering geophysical surveys and volunteer participation/training

1. **Project Overview**

1.1. As part of the Heritage Lottery Funded Headland to Headspace Landscape Partnership Scheme, Morecambe Bay Partnership wishes to appoint a contractor to undertake geophysical surveys, including a participation/training project for community participants/volunteers.

1.2. This training project will support the delivery of Headlands to Headspace (H2H) Project 1 (Built Heritage and Lookouts) and Project 17 (Community Archaeology and Training). Further information on the Headlands to Headspace Landscape Partnership Scheme and an overview of the projects (including outputs and outcomes) is provided in Appendix 1. This project should follow current Chartered Institute for Archaeologists (CIfA 2014) and Historic England (formally English Heritage; English Heritage 2008) guidance/best practice for undertaking geophysical surveys.

2. **Aim**

2.1. The aim of this work is to:

- Undertake geophysical surveys within the H2H Scheme area as community participation training events, record data and report results.

2.2. Outputs:

- Develop a training programme to ensure community participants acquire the necessary skills and knowledge to undertake geophysical surveys and understand the results;

- Provide community participation/training opportunities as part of all surveys undertaken;

- Process all data and produce comprehensive reports for accession to the local Historic Environment Record and Archaeological Data Service (ADS).

3. **Scope of the work**

3.1. The contractor will work in liaison the H2H Cultural Heritage Office (CHO) to:
• Develop a training programme for small groups (20 people max per group) of community participants/volunteers in the techniques and approaches to geophysical survey;
• Develop a volunteer training pack to include guidance on undertaking geophysical survey;
• Deliver on-site survey of sites (minimum of 4 sites) to include training sessions/workshops for small groups of community participants/volunteers;
• Co-ordinate and monitor data collection by project participants/volunteers;
• Ensure all data is processed and reported and results are accessioned to the Historic Environment Record and Archaeological Data Service (ADS).

4. Project delivery

4.1. This project will be developed and delivered from Winter 2015. The training programme/resources will be developed during winter 2015/6 with workshops/survey being delivered throughout 2016-7 (as appropriate).

4.2. The minimum number of training sessions and sites to be surveyed is four with a maximum of 10 sites (no greater than 40 hectares per site). It is hoped that at least one training session/survey will be held during the 2016 Festival of Archaeology (16th-31st July) and the contractor should be available to deliver a training session/survey during this time.

4.3. The contractor will work in liaison with the H2H Cultural Heritage Office (CHO). The H2H Cultural Heritage Group will provide strategic guidance to the programme. Other members of the H2H team will be involved as appropriate – e.g. volunteer opportunities and recruitment will be overseen by the H2H Community and Training Officer and CHO.

4.4. The contractor will be required to quote for:

• Preliminary site visits (if required);
• Production of site specific Risk Assessments;
• Development of volunteer training programme, guide and resources;
• Provision of survey equipment;
• Delivery on site survey/ training sessions;
• Processing and reporting data collected;
• Accessioning the recording to the Historic Environment Record and ADS.

The planning and delivery of the training sessions will be supported by the CHO.

5. Training content

5.1. The training sessions are expected to include an overview of the principals and approaches to geophysical survey, including the techniques used for different sites, establishing site survey grids, processing data sets and reporting/archiving results.

5.2. A guide to accompany the training sessions should be developed and be provided to each participant/volunteer. This guide will become copyright of Morecambe Bay Partnership and is to shared as an online resource and used for future training (if required).
6. **Responsibilities of the contractor**

6.1. The contractor will be expected to:

- Develop relevant training materials/resources and deliver a quality community training programme to four separate groups (in liaison with the CHO);
- Produce lesson plans for the workshops in liaison with the CHO;
- Obtain landowner (and any other third party) consent for site visits (in liaison with the CHO);
- Produce Risk Assessments for each event/workshop;
- Oversee the volunteers and quality/results of their work;
- Produce reports for each site surveyed.

6.2. In addition, consultants should monitor the success of the training sessions on an ongoing basis, and adjust future sessions as necessary to reflect group needs. A final short evaluation of the training sessions should be provided and a photographic record of the sessions should be provided to the client, with permission for the client to use them in digital media and print.

6.3. To assist with the tendering process an *indicative* list of sites is shown, including size and current land use. This list is only indicative at this stage and may be subject to change/landowner permission. Tenders should include provision to establish the training programme/guide, a rate per hectare of undertaking site surveys and processing/reporting results for each survey undertaken.

<table>
<thead>
<tr>
<th>Site</th>
<th>Approximate Survey Area</th>
<th>Current Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cockerham Sands</td>
<td>Up to 3.2 hectares</td>
<td>Private ownership. Pasture. Currently used for grazing horses</td>
</tr>
<tr>
<td>Jenny Browns Point</td>
<td>Up to 1.2 hectares</td>
<td>Land around chimney Private ownership, eroding saltmarsh Land to north of chimney National Trust with tenant farmer. Pasture</td>
</tr>
<tr>
<td>Kirkhead</td>
<td>Up 4.8 hectares</td>
<td>Private ownership. Pasture. Currently used for grazing horses</td>
</tr>
<tr>
<td>Furness Peninsular/Barrow-in-Furness area (sites to be determined)</td>
<td>Up to 5 sites and c. 100 hectares</td>
<td>TBC</td>
</tr>
</tbody>
</table>
Site | Approximate Survey Area | Current Land Use
--- | --- | ---
Possibly 5 separate sites |  |  

6.4. Please note that the above is indicative and tenders submitted should reflect the contractor’s cost for the following elements of the project:

- Fixed price for developing of training workshop/materials;
- Day rates/price per site for delivering on site survey/training (please indicate what area is anticipated to be surveyed in a day with volunteers and price per hectare);
- Travel expenses (per mile/day/accommodation);
- Production of report (maximum/minimum per site);
- Archiving.

6.5. Contractors will be expected to have a robust contingency plan in place to cover accident/illness, will be expected to provide such information to Morecambe Bay Partnership and will be responsible for ensuring a contingency plan is in place throughout the entirety of the project/contract. This plan is to include time/cost of project handover and delivery of sessions at short notice (if required).

7. Health and Safety

7.1. The contractor will be responsible for health and safety during all training sessions.

7.2. Specific and comprehensive Risk Assessments must be produced prior to the commencement of training and be provided to the CHO.

8. Reporting

8.1. The contractor will be expected to produce a report for each site surveyed and should include:

- Introduction/background to the project;
- Brief historical background to the site;
- Methodologies employed for data collection;
- Overview of results of the project (including illustrations/photographs and maps, as appropriate).

8.2. Contractors are required to submit draft reports for comments before any report is finalised.

8.3. Morecambe Bay Partnership requires 1 hard copy and a digital copy (in MS Word and PDF format) of each final report, which should be fully proof-read. A copy of the report should also be produced and accessioned to the Historic Environment Record and be archived with the ADS. Costs for report production and archiving should be included in the tender.
8.4. The client will hold the copyright on the reports produced and its publication (including copyright on the brand and design). Permission will be granted by contractor to disseminate all data collected/produced through digital media (such as websites). Use of any of the information contained within the reports must be appropriately referenced.

8.5. Any information supplied by the client to the contractor during the project must be returned no later than one month after the end of the contract period.

9. Insurance

9.1. The contractor should hold £2m public liability and £1m professional indemnity insurance. Proof of insurance should be included in the tender submission.

10. Work proposals and deadlines

10.1. Interested consultants should submit a work proposal/project design and quotation to arrive by 5pm Friday 27\(^{th}\) November 2015.

10.2. Submissions should be sent by email to Louise Martin louise@morecambebay.org.uk and to Sophie Cringle h2h@morecambebay.org.uk and will be acknowledged. These should arrive by date shown on the timetable. Late submissions will not be accepted.

10.3. The work proposal/project design and quotation should demonstrate the following award criteria:

- Your understanding and summary of the task;
- How you propose to work with us and help us to achieve the outcomes of the project;
- Methodologies proposed;
- A work plan including schedule of tasks and milestones;
- Expertise in undertaking similar work;
- Team structure and competencies - lead and contributors;
- Costs including a breakdown of each consultant’s role, day rate, number of days working on the project, purchases, travel costs and other expenses;
- Value for money;
- What systems you have in place to ensure that you can meet the deadlines – e.g. who you will collaborate with in case of illness or other delays;
- CVs (2 pages max) for the consultant(s) who will work on the project;
- Two referees

10.4. The deadline for submission of quotations is 5pm Friday 27\(^{th}\) November 2015. Training sessions will be planned during November/December 2015, with delivery timetabled to commence in Spring 2016. A proposed timetable is shown below. Sessions should be held to ensure that a wide variety of audiences are reached.

<table>
<thead>
<tr>
<th>Deadline for quotation submission</th>
<th>5pm Friday 27(^{th}) November 2015</th>
</tr>
</thead>
</table>
### Production of training resources

<table>
<thead>
<tr>
<th></th>
<th>Winter 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery of Training</td>
<td>2016-2017 (as appropriate to the site/land use)</td>
</tr>
</tbody>
</table>

10.5. The successful contractors should initially discuss the scope of the work with the client to agree a detailed timetable for the work.

10.6. All work is required to be accessioned with the Historic Environment Record and ADS within 3 months of the completion of the project.

11. **Quotations and Contract**

11.1. The quotations should include all training materials, transport and subsistence, production of fully illustrated printed and digital reports.

11.2. A full contract will be drawn up, following the award of the contract, by Cumbria County Council, which acts as the Lead Body for Morecambe Bay Partnership. By submitting a tender for this contract, contractors are bound to the Standard Terms and Conditions of Cumbria County Council (Appendix 2) and Morecambe Bay Partnership Procurement Policy and Delegated responsibility for financial decisions (Appendix 3). Any queries regarding this contract and the T+Cs should be raised prior to submission of a tender. Payment will be made in stages on the satisfactory completion of the set milestones.

12. **Project Management**

12.1. The project will be managed by Morecambe Bay Partnership’s Cultural Heritage Officer.

12.2. The contractor will report to the client immediately if there are any unforeseen delays, which may limit the ability to complete the work to schedule.

12.3. Training materials, workshop contents and all events should be discussed with Cultural Heritage Officer before being organised, printed or run.

13. **Background and Essential Guidance**

13.1. The H2H Landscape Conservation Action Plan (LCAP) will be provided on appointment along with details of the H2H Project area.

13.2. The H2H team has access to data and support from their partners. This will be shared when appropriate/possible.

13.3. Heritage Lottery issue a number of guidance documents. The consultants are expected to be familiar with and work with these, especially:

- Planning Activities in Heritage Projects
- Thinking about Audience Development
- Thinking about Community Participation
14. Contract manager:

14.1. The contract manager is Louise Martin, H2H Cultural Heritage Officer. Contact details are Morecambe Bay Partnership, The Factory, Castle Mills, Aynam Road, Kendal, LA9 7DE. louise@morecambebay.org.uk 01539 734888/ 07760 881581
Appendix 1 – H2H LCAP Executive summary

Headlands to Headspace: Morecambe Bay’s Landscape Partnership Scheme

Executive Summary

Headlands to Headspace (H2H) is a major new initiative motivated by a community desire to protect and celebrate the Bay’s rich heritage. This exciting Scheme will deliver training, improve access, and present the Bay’s heritage in fresh, new ways. It will bring local people and new audiences together by delivering engaging activities, high quality events and meaningful volunteering opportunities. All in all, it will significantly improve understanding of the natural and cultural heritage and help conserve that heritage for future generations. In so doing, it will bring new visitors, increase pride, and raise aspiration among the community. It will achieve a wide range of benefits - for heritage, for the Bay’s communities, and economic benefits too.

We intend it to be a catalyst for community renewal and sustainable heritage management into the future. Headlands to Headspace will transform the way people think about Morecambe Bay. Its lasting legacy will be to deliver much greater profile and appreciation of the Bay’s unique heritage.

The Bay’s Landscape

Morecambe Bay is the largest intertidal area in the UK where four estuaries join in a horseshoe-shaped Bay of a spectacular scale and grandeur. The Bay itself is the key unifying feature of the landscape with vast, shining sands alternating with seascapes in the constant rhythm of the tide. The surrounding landscapes reveal a narrative of man's work, shaping the land and tied to the coastline from one millennium to the next. For centuries humans have earned livelihoods from fishing, seafaring, trade and farming the coastal fringes, shaping the coastal landscape and carving out a unique history and tremendous cultural richness.

The coastal communities look towards one another across the Bay. The railway adds a physical link that echoes deep economic and social connections with the Bay. Headlands, cliffs and promenades offer spectacular vistas over the elemental landscape. The scale of these views lifts the spirits and has made the Bay a place of contemplation and religious significance through the ages. This emotional response to the Bay prompted the Scheme title – Headlands to Headspace.

Aims of Headlands to Headspace

Headlands to Headspace will put local people at the heart of managing and looking after the heritage assets of the Bay for the long term, especially the very features that local people value most.

Headlands to Headspace offers the chance to celebrate and explore what is distinctive about the Bay and make this better connected, more accessible to all, better appreciated and better understood. The scheme will help communities to restore, enhance and celebrate the cultural and natural heritage of Morecambe Bay.

The Scheme’s main priorities are
1. Securing landscape-scale management of the coastal marshes, grasslands, headlands and islands to re-connect a fragmented network of coastal habitats.

2. Restoring important habitats for ground-nesting birds such as terns, eiders, lapwing and curlew and securing improved management for these and other rare and sensitive species and habitats, to reverse recent declines.

3. Providing significantly improved access for diverse audiences to the key natural and cultural heritage sites. Support and promote sustainable transport via the Bay Cycle Way and using the railway and its stations, and the opportunities these provide to link communities.

4. Stimulating and coordinating Higher Level Stewardship (HLS) applications to ensure that available funding is used to best effect to secure positive changes for the next decade, at least.

5. Engaging the communities around the Bay in innovative projects about their shared cultural heritage, from the first human habitation (through archaeology) to the memories of veteran fishermen (through oral history recording and celebration).

6. Creating training and volunteering opportunities for community members for archaeological, cultural and natural heritage restoration and conservation.

7. Providing enjoyable and memorable learning opportunities for all ages that will increase a sense of community pride and ownership of this unique environment and heritage.

8. Taking this unique cultural and natural heritage and bringing it to life through imaginative, innovative and creative interpretation that will be a model of best practice.

Themes and Projects

The 28 projects in Headlands to Headspace will be delivered as a suite of linked activity. They are presented under 4 outcomes and themes: (i) conservation - built and natural heritage; (ii) community participation; (iii) access and (iv) training.

Conservation, Participation, Access, Training

The Scheme will
- Research and improve the management of 12 heritage buildings
- Connect 330 ha of priority habitat, joining up, restoring and managing coastal habitats at a landscape scale
- Improve and safeguard roost sites and nesting sites for terns and eiders
- Research 20+ community stories
- Connect 200 Km of cycleway
- Promote sustainable transport via the railway and the Bay Cycle Way and the stations as local transport hubs
- Provide 4 Trampers to improve access for disabled people
- Promote 3+ multisensory special routes
- Produce 4 innovative new interpretative maps developing a rich sense of place
- Improve and add new importance to 6 headland viewpoints and their views
- Explore the little understood prehistory of sites with a view-shed of the Bay through a community archaeology programme
- Support well over 250 days of high quality engaging volunteer experiences
- Deliver community exhibitions bringing pride to small local communities
- Start to record and archive the rich oral history of the traditional fishing
- Develop 2 new training courses for Innocent Guides

1 Innocent Guides is the name we have given to the process of turning members of community or business people into effective ambassadors of the heritage of the Bay. This is based on understanding their critical importance – not least from a body of tourism evidence that shows that
• Deliver 180 training places and >500 training days
• Support >20 businesses, improve the skills of >5 local heritage workers
• Deliver >30 events including heritage open days at sites not before open and
• Bring a world-class outdoor exhibition to 2 sites around the Bay, shining a national spotlight on the richness of our local heritage
• Reach several thousand people through the activities of the Scheme.

H2H Scheme Partnership and Board

Morecambe Bay Partnership will lead the Scheme. The Partnership has an impressive track record of collaborative work. The Headlands to Headspace Board will oversee delivery. This committed partnership comprises local authorities, community bodies, and conservation, heritage and arts organisations. All have signed up to work together to deliver a high quality Scheme with a lasting legacy. The H2H Board is chaired by Professor Mark E. Smith, Vice-Chancellor of Lancaster University.

Budget and timetable

The Scheme’s total budget is £2,956,009 comprising a grant request of £1.9million\(^2\) from the Heritage Lottery Fund for the delivery phase and £840,000 match funding, largely already secured. The timetable is 5 years from the start date, anticipated to be January 2014 - 2019.

Resources and Delivery

Much of the Scheme will be delivered by 5 specially recruited Headlands to Headspace staff: (i) H2H Manager, (ii) H2H Officer, (iii) Cultural Heritage Officer, (iv) Natural Heritage Officer, (v) Community and Training Officer. Specific projects will be delivered by partners, including Art Gene, Sustrans, Marketing Lancashire, Cumbria Wildlife Trust and external contractors. Significant match funding has been secured from the Coastal Communities Fund and WREN Biodiversity Action Fund. Partner organisations will contribute in-kind and cash contributions.

£5 million new investment

Morecambe Bay is now a place where great things are happening. Headlands to Headspace is being delivered alongside other significant new programmes which together will bring £5 million new investment to the Bay\(^3\). These include the Nature Improvement Area and the 700 Days Scheme - a bold programme to kick-start growth in the visitor economy. Headlands to Headspace will undertake the heritage-focused elements of this activity, but has been carefully designed to complement and dovetail with parallel activities for mutual benefit. Integrating delivery of Headlands to Headspace with 700 Days and the other schemes makes the Bay’s heritage central to activity that will transform the Bay. This

- Makes the Bay’s rich cultural and natural heritage a key driver in boosting the Bay’s economy
- Secures better long term management for the heritage assets into the future
- Brings maximum added value: building capacity, engagement and skills; improving the image, and quality of place for the communities of the Bay

people’s enjoyment of a destination is massively affected by the quality of the welcome they receive from professionals like taxi drivers and hotel receptionists.

\(^2\) A development grant of £100,000 from the Heritage Lottery Fund supported the development phase for H2H between January 2012 and July 2013.

\(^3\) Section 9.3 summarises these other Schemes and initiatives running in parallel.
- Secures lasting economic benefits by making the Bay a more attractive place to live, invest, and visit
- Gives genuine sustainability and ownership to the heritage by making it actively produce socio-economic benefit for the communities.

**Headlands to Headspace will transform the Bay**

The Scheme is the culmination of many years' work by the Morecambe Bay Partnership. It includes a strong 10-year legacy plan with significant funding attached to ensure that the work undertaken is protected and made accessible in the future.

Headlands to Headspace can help to bring about transformational change for Morecambe Bay by putting the heritage assets of the Bay centre-stage in a major programme of activity. This is a once-in-a-lifetime moment for Morecambe Bay, and Headlands to Headspace is the right Scheme at the right time to seize that moment.
Project 1: Lookouts and conservation of other built heritage features

This project includes the development and implementation of conservation management plans to secure the long-term management of key built heritage assets within their landscape context. These assets will include (i) Second World War Heritage, (ii) Headlands and Lookouts, (iii) Ritual and Religious Sites.

Eight key sites were identified during the development stage of H2H to be the focus of this project namely:


Tasks within this project will include:

- Documentary research led by Consultant(s) and Cultural Heritage Officer (all sites)
- Detailed recording of sites (Walney WWII heritage; Kirkhead Summer House; Hampsfell Hospice; Jenny Brown’s Point; Cockerham Observation Tower)
- Bracken clearance (Birkrigg)
- Litter collection (Warton Crag; Birkrigg)
- Survey and investigation (Birkrigg)
- Consolidation and/or repair (Walney; Kirkhead Summer House; Hampsfell; Jenny Brown’s Point; Cockerham)
- Interpretation (all sites)
- Adopt a monument (Birkrigg, Warton, Jenny Brown’s Point)
- Heritage Open Days (all sites)

Implementation will be supported by the community adopting monuments (Project 18) and strongly linked to other access, participation and training projects (such as Projects 7 and 17).

Research, planning, survey, fieldwork and production of interpretation and reports, will be delivered by the Cultural Heritage Officer and consultants, and fieldwork supported by volunteers, where appropriate.

**Outputs Project 1:**
1 site removed from Heritage at Risk register
10 sites surveyed
10 condition assessment surveys completed
2 conservation management plans developed
8 + sites improved and conserved
8 + Publications and interpretation materials developed
40 + volunteers engaged
> 250 volunteer days
> 60 consultants days
8 Heritage Open Days

**Outcomes Project 1:**
Heritage in better condition, better identified and recorded.
Much greater profile and appreciation of Morecambe Bay’s rich cultural heritage.
Better local protection of aspects of the Bay’s built heritage including WWII and maritime lookouts.
Increased local pride and ownership of lookouts and other maritime heritage by the community.

Project 17: Community Archaeology and Training

This project will focus especially on the south-facing coast of the Furness peninsula, between Barrow-in-Furness and Ulverston, an area rich in prehistoric sites, including stone circles, where the archaeological potential is known to be high but which is currently poorly understood and largely overlooked. There is also potential for a community excavation project at Jenny Brown’s Point, which is under threat from coastal erosion. This landscape-wide project will incorporate air-photo interpretation, fieldwalking, environmental sampling, survey and if appropriate, excavation.

The Cultural Heritage Officer will manage this programme with a very strong emphasis on collaboration between professional archaeologists and members of local communities and on-site training. Much of the training will be on-the-job with the Cultural Heritage Officer and consultants.

Outputs Project 17:
250 training and volunteer days
4 sites surveyed through field walking
4 sites surveyed using geophysics
1 site partially excavated
2 publications

Outcomes Project 17:
New artefacts and records deposited and archived
New skills
New information learnt about sites and their importance
Appendix 2: Cumbria County Council Standard Terms and Conditions

(Cumbria County Council is the Body for Morecambe Bay Partnership's Headlands to Headspace Scheme)

TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS

"Acceptance Letter" means the letter attached hereto accepting the provision of the Services issued by the Council which includes a description of the Services, the price or rate for the Services, and any particular terms applying to the Services which are additional to these Terms and Conditions.

"Business Day" is (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Council" means Cumbria County Council.

"Council’s Representatives" means any person named on the Acceptance Letter as a key contact or any person who the Council notifies the Provider to be regarded as a key contact during the course of the Contract.

"Key Contact" means any person named on the Acceptance Letter as a key contact or any person who the Provider notifies to the Council is to be regarded as a key contact during the course of the Services.

"Price" means the price or rate for the Services given in the Acceptance Letter (including all expenses of the Provider save where the Acceptance Letter states otherwise.

"Parties" means the Council and the Provider.

"Premises" means any land or building where the Services are to be performed specified in the Acceptance Letter.

"Provider" means the person, firm or company which is to provide the Services identified in the Acceptance Letter.

"Services" means the services described in the Acceptance Letter.

"Terms and Conditions" means these terms and conditions for the supply of the Services.

2. GENERAL

2.1 These Terms and Conditions together with the Acceptance Letter and any other document, plan or specification referred to in the Acceptance Letter constitute the contract between the Parties for the Services ("the Contract").

2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Acceptance Letter, the terms of the Acceptance Letter shall prevail.

2.3 This Contract constitutes the entire agreement between the Parties relating to the Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. Any terms and conditions purported to be inserted by the Provider shall not be binding on the Council under any circumstances. Where the Provider applies its standard terms and conditions to any communication and/or invoice the Provider acknowledges that the terms and conditions in this Contract shall prevail.

2.4 Nothing in this Contract shall have the effect of making the Provider an agent, servant or employee of the Council.

2.5 The headings to these Terms and Conditions are for convenience only and will not affect construction or interpretation and reference to a clause shall be a reference to a clause of these Terms and Conditions and not stated otherwise.

2.6 Words denoting anyone gender include all genders and vice versa and the singular includes the plural and vice versa.

2.7 References to specified or unincorporated associations (including partnerships, bodies corporate and unincorporated associations) shall be construed as including any of their successors or assigns.

2.8 References to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time.

3. PERFORMANCE

3.1 The Council shall duly observe all their obligations under the DPA, which arise in connection with the Contract.

3.2 The Council shall provide the Services set out in the Acceptance Letter in accordance with industry best practice and using the best available materials provided by the Provider as set out in the Acceptance Letter.

3.3 The Council shall provide all equipment and materials necessary for the performance of the Services except as otherwise agreed in writing with the Council. All equipment and materials shall be at the Provider’s risk.

3.4 All equipment and materials provided by the Provider shall be of a suitable quality and fit for the purpose for which they are provided.

3.5 The Provider shall ensure that it and all its employees hold all relevant licences and permits and authorisations to allow the lawful performance of the Services.

3.6 The Council shall ensure that all approvals, certificates, licences, permits, regulations and consents necessary from time to time for the performance of the Services including without limitation any specific requirements set out in the Acceptance Letter ("Necessary Consents") are in place to provide the Services and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.

3.7 Where there is any conflict or inconsistency between the provisions of the Contract and the requirements of the Necessary Consents, the latter shall prevail, provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.

4. TIME OF PERFORMANCE

4.1 The Provider shall carry out the Services for the period and in accordance with the timescales set out in the Acceptance Letter. In the event that the Acceptance Letter does not specify any timescales, the Provider shall comply with any reasonable timescales notified by the Council.

4.2 Unless otherwise agreed with the Council, the Provider shall submit programmes of work and progress reports as the Council shall from time to time request.

4.3 The Provider shall notify the Council immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.

4.4 The Council shall not be liable for any notice set out in the Acceptance Letter it shall, on the request of the Council, and without prejudice to the Council’s other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil all obligations at no additional cost to the Council.

5. NEGATION OF SERVICES

5.1 The Council may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the Council does not comply with the Contract in any material way.

5.2 The Council may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the Council does not comply with the Contract by virtue of the failure of the Provider to fulfil its obligations at no additional cost to the Council.

5.3 The Provider shall comply with any notice given by the Council forthwith without cost to the Provider.

5.4 The Council may terminate the Contract and recover from the Provider the amount of loss resulting from such termination if under this Contract (or any other contract the Provider has entered into) the Provider has promised to do or not to do anything (including the provision of a service) and the Provider fails, to ensure provision of equality of treatment and/or is to be disclosed in response to a request for information.

5.5 The Council may require the immediate removal from its premises of anything delivered by the Provider which, in the reasonable view of the Council, is hazardous, not fit for purpose or nuisance. The Provider shall comply with any such request at its own expense.

6. PROVIDER’S PERSONNEL

6.1 The Council shall have the right to Key Contacts available for the purposes of the Services and shall make any changes in the Key Contacts without the prior written approval of the Council.

6.2 If and when requested by the Council, the Provider shall ensure that the Council has a list of the names of any person being used in the Services specifying, in each case, the capacities in which they are involved and any other relevant or supporting evidence as the Council may, in its reasonable discretion, require.

6.3 If the Council shall have any reasonable grounds given in the Council stating that a person named in the notice is not to be involved any further in the provision of the Services. The Provider shall replace that person with someone of equivalent skills and qualifications.

6.4 The Council may terminate the Contract and recover from the Provider the amount of loss resulting from such termination if under this Contract (or any other contract the Provider has entered into) the Provider has promised to do or not to do anything (including the provision of a service) and the Provider fails, to ensure provision of equality of treatment and/or is to be disclosed in response to a request for information.

6.5 If the Council fails to correct the faults or failings which caused the notice of rejection to be issued to the reasonable satisfaction of the Council within 5 Business Days, the Council shall be entitled to terminate the Contract in part or any part of the Services.

6.6 The Council may require the immediate removal from its premises of anything delivered by the Provider which, in the reasonable view of the Council, is hazardous, not fit for purpose or nuisance. The Provider shall comply with any such request at its own expense.

7. SECURITY AND USE OF COUNCIL’S PREMISES

7.1 Where the Services are being carried out at Premises that are owned or occupied by the Council the Provider shall:

a) ensure that the person is properly trained and competent to carry out the work, and only those people who are in possession of the Council in connection with security at its premises;

b) comply with any notice given by the Council stating that a person named in the notice is to be removed from the Premises and/or not deployed any further in the provision of the Services. The Provider shall ensure that the person is replaced by someone of at least equivalent skills and qualifications. The decision of the Council on whether someone may be admitted to its Premises is final. The Provider shall bear the cost of complying with such a notice;

b) ensure that the Premises reasonably clean and tidy when the Services are being performed and shall leave them clean and tidy on completion;

d) ensure that the Premises reasonably clean and tidy when the Services are being performed and shall leave them clean and tidy on completion;

e) the Provider shall operate its Services in a manner which is compatible with the interests of the Council;

f) comply with the Environmental Information Regulations 2004 (EIR) and shall assist the Council in complying with its obligations under the EIR and/or in any other relevant or equivalent legislation, or any statutory modification or re-enactment thereunder;

8. PAYMENT

8.1 In consideration for the carrying out the Services in compliance with this Contract by the Provider the Council shall pay the Provider the Price.

8.2 The Provider shall submit monthly in arrears an invoice to the Council for the Council’s address for invoices given in the Acceptance Letter. The invoice shall contain the Order Number and a description of the Services carried out and the proportion of the Price payable. The Council will notify the Provider of the correct proportion of the Price payable by the Council, and the Provider shall then adjust the invoice accordingly.

8.3 The Council shall pay the Provider within 30 days of receipt and agreement of invoices, for work completed to the satisfaction of the Council.

8.4 In addition to the Price, the Council shall pay the Provider where lawfully due sum equivalent to any Value Added Tax chargeable in respect of the Services. Value Added Tax shall be shown as a separate item on the Provider’s invoice.

9. RECOVERY OF SUNDJURY

If any sum is recoverable from or payable by the Provider under the Contract, that sum may be deducted from any sum due to or which a later date becomes due to the Provider under the Contract or under any other agreement with the Council.

10. AUDIT

The Provider shall keep and maintain for 6 years after the Contract has been completed records of the satisfaction of all agreements that are reimbursement of the Council. These records shall include records of the hours worked and costs incurred by the Provider or any employees of the Provider in connection with the Services. The Provider shall request on the Council or any person reasonably specified by the Council such access to these records as may be required by the Council in connection with the Contract.

11. FREEDOM OF INFORMATION/DPA

11.1 The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the EIR and/or to the extent necessary to enable the Council to comply with information disclosures required by the Council under the FOIA or EIR.

11.2 The Council shall be responsible for determining at its absolute discretion whether any information in connection with this Contract is exempt from disclosure in accordance with the provisions of the FOIA and EIR and to be disclosed in response to a request for information.

11.3 The Provider shall (and shall procure that any of its personnel involved in the provision of the Contract shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and shall comply with any obligations under the DPA, which arise in connection with the Contract.

12. HEALTH AND SAFETY

12.1 The Provider shall notify the Council of any health and safety hazards which may arise in connection with the performance of this Contract.
12. Where the Services are being carried out at land or premises owned or occupied by the Council, the Council shall notify the Provider of any health and safety hazards which may exist or arise at its premises or which may affect the Provider. The Provider shall draw the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

13. CONFIDENCE

13.1 The Provider undertakes to keep secret and not to disclose and to procure that its employees, subcontractors and agents keep secret and do not disclose any information of a confidential nature which has been obtained by reason of this Contract. Nothing in this clause applies to information which is already in the public domain or the possession of the Provider other than by reason of breach of this clause.

14. INDEMNITY AND INSURANCE

14.1 Without prejudice to any rights or remedies of the Council the Provider shall indemnify the Council against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the Council may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly from any default, fault or negligence of or on behalf of this Contract or the Provider.

14.2 The Provider warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the liabilities and indemnities under this Contract.

14.3 If the Provider fails to ensure that a policy or policies of insurance expiring at a level of cover is as reasonable (including without limitation any specific requirements set out in the Acceptance Letter) for delivery of the Services. The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's breach of contract, personal injury, loss or damage to property or any other loss.

14.4 The Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the insurances are in place.

14.5 The Council reserves the right to insist that the Provider continues to maintain such insurance with or without insurer for a period of 3 years following completion of the Services.

14.6 In the event of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Contract.

14.7 Nothing in this Contract shall in any way affect any insurance or other remuneration to which the Council is entitled by law or in equity by statute or otherwise.

15. VARIATION

15.1 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the Council and the Provider.

15.2 The price for any variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Council for similar services. The Provider shall supply the Council with all information necessary to allow the Council to ascertain whether the price is fair and reasonable.

15.3 Save for any conditions shall apply to any variation as if it were included in the original Acceptance Letter.

16. ASSIGNMENT OR SUB-CONTRACTING

16.1 Without prejudice to any rights or remedies of the Council the Provider shall not assign, transfer or novate the Services or any part of the Contract.

16.2 The Provider shall not sub-contract or the Services or any part of the contract without the prior written consent of the Council.

16.3 Any failure to comply with this clause shall in no way relieve the Provider of its obligations under the Contract.

16.4 Where consent is given by the Council for sub-contracting the Provider shall ensure that the sub-contractor has and maintains adequate insurance having regard to the obligations the sub-contractor is undertaking.

17. RIGHTS OF THIRD PARTIES

Unless explicitly stated in a clause of this Contract, this Contract shall not create any rights which are enforceable by anyone other than the Parties.

18. NOTICES

18.1 The Council shall notify the Provider in writing immediately upon the occurrence of any of the following events:

a) If the Provider is a company (an "individual") if a petition is presented for the Provider's bankruptcy or the Provider makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or an administrator is appointed to manage his affairs;

b) If the Provider is a company (an "individual") if any person acting in any capacity acting together in any capacity (if any) is, individually or collectively, insolvent or a going concern;

c) If the Council has reason to believe that the Council's position should the Council suffer any extra cost or loss by relying on the information provided.

18.2 The Council shall be entitled to terminate this Contract by notice to the Provider with immediate effect if:

a) any of the events described in clause 18.1 occurs;

b) the Provider has committed a material breach of this Contract (and if such breach is capable of remedy) has failed to remedy such breach within 5 Business Days of being required by the Council in writing to do so;

c) the Provider repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

d) (where the Provider is an individual,) if he should die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983.

18.3 On the expiry of the term or if this Contract is terminated in whole or in part for any reason the Provider shall remove or destroy, at his own cost, all information, documents, records, written communications, software, programmes, databases and other materials provided by or on behalf of the Council, or relating to the Services (whether on of TUPE. The Provider shall return to the Council forthwith.

18.4 The Council shall be entitled to terminate this Contract by notice to the Council in writing to the Provider with immediate effect if:

a) any of the events described in clause 18.1 occurs;

b) the Provider presents for the Council or relating to the Services, shall be delivered to the Council forthwith.

19. CONSEQUENCES OF TERMINATION

19.1 On the expiry of the term of this Contract or if this Contract is terminated in whole or in part for any reason the Provider shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a replacement provider.

19.2 On the termination of this Contract the Provider shall ensure that all data and material relating to the Services, shall be delivered to the Council forthwith.

19.3 On the termination of this Contract the Provider shall keep any equipment and or materials on the Council's premises placed there by the Provider as part of the Services and the title of said equipment and or materials has not transferred to the Council. The Provider of any liabilities under this Contract.

19.4 The Council is entitled to terminate the Contract pursuant to the Council shall prepare and provide the Council with a full written report of the Services.

20. PUBLICITY

20.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and may be sent by first post class and must be sent to the address for communications given in the Acceptance Letter or such other address as may be agreed by the Parties (Party 10 days notice of a change).

20.2 Communications to the Council must be sent to its address given for acceptance Letter after posting.

21. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

22. BRIBERY AND CORRUPTION

22.1 The Council may terminate the Contract and recover from the Provider the amount of any loss resulting from such termination:

a) if the Provider shall have offered or given or agreed to give to any person any gift or of consideration of any kind as an inducement or reward for so doing or forbearing to do or for having done or forbearance in relation to the obtaining or execution of the contract or any other contract, with the Council or for influencing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council;

b) if the Provider shall have offered or given or agreed to give to any person in the employ or on behalf of the Provider (whether with or without the Provider's knowledge) or

c) if it is shown by the conscience of the Council or with the Council or any other person on the Provider's behalf shall have committed any offence under the Bribery Act 2010, or shall has or is likely to have committed an offence under Section 117 of the Local Government Management of Public Money Act 1972.

23. SEVERANCE

23.1 If any part of this Contract is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision was deleted, the provision in question shall apply with any necessary modifications to make it valid.

24. WAIVER

No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be an admission of a waiver of any other right of assurance or approval communicated by the Council to the Provider in respect of the Services or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Provider of its obligations to deliver the Services in accordance with the provisions of this Contract.

25. RIGHTS & REMEDIES

Subect to the specific limitations set out in this Contract, no remedy conferred by any provision of this Contract is intended to be exclusive of any other remedy except as expressly provided for in this Contract and each and every remedy shall be cumulative and shall be in addition to every other remedy given therein or existing at law or in equity or statute or otherwise.

26. SURVIVAL

Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract including but not limited to clauses 10, 13, 14.1, 14.3, 14.7, and 91 shall remain in full force and effect.

27. TUPE

27.1 Where Transfer of Undertakings (Protection of Employment) Regulations 2008 (TUPE) does apply the Provider agrees that it shall comply with all of its obligations under TUPE and the Acquired Rights Directive as applicable.

27.2 The Provider agrees to indemnify the Council against any claim however arising from the application of TUPE or the Acquired Rights Directive.

28.3 During the term of this Contract, the Provider shall, on request by the Council, provide the Council within 10 Business Days, accurate and complete information as is necessary to allow bidders to assess their ability to perform the Services. The transfer of the Council's entire knowledge of all the information provided to the Council and authorises the Council to use any all of the information as it may consider necessary for the purposes of its business or as part of the procurement exercise. The Provider shall indemnify the Council against any financial losses arising from any differentiation between the information disseminated and the actual position should the Council suffer any extra cost or loss by relying on the information provided.

29. PUBLICITY

The Council shall not make any press announcements or publicise this Contract or its contents in any way or use the Council's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Council.

30. INTELLECTUAL PROPERTY

30.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of the Services are hereby assigned and shall vest in the Council. This clause shall survive the termination of this Contract.

30.2 Where the Services uses documents and materials supplied by the Council, warrants that none of the documentation and materials used or created as part of the Services shall infringe any patent, trademark, registered design, copyright or other rights in industrial property of any third party.

30.3 The Provider shall indemnify the Council against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and Council basis) which the Council may incur as a result of or in connection with any breach of clause 29.2.

30.4 Transferring employees may in their own right enforce clause 30, even though they are not party to this Contract. This does not extend to any other clause in this Contract.
Appendix 3: Morecambe Bay Partnership - Procurement Policy and Delegated responsibility for financial decisions:

Relates to making payments, entering into contracts and miscellaneous financial decisions.

Morecambe Bay Partnership sits within, and so naturally follows Cumbria County Council policies, procedures and regulations. The normal practice of Morecambe Bay Partnership with regards to financial levels of delegation and procurement for amounts below £50,000 (see page 263 of the council’s guide) is slightly stricter. The table below describes this. Please regard this as a supplement to the Council rules.

<table>
<thead>
<tr>
<th>Estimated Value / Amount</th>
<th>Invitation/ Advertisement</th>
<th>Who may accept/ Who must be involved in selection</th>
<th>Method of acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>£0 - £2,000 *</td>
<td>2 quotations</td>
<td>1 of the following: MBP Manager or Officer - both preferred – but if absent: Scheme Board member or MBP Trustee</td>
<td>Written acceptance and purchase order</td>
</tr>
<tr>
<td>£2,000 - £5,000</td>
<td>2 written quotations</td>
<td>2 of the following: MBP Manager &amp; Officer (both, if available should be included), Scheme Board member, MBP Trustee</td>
<td>Written acceptance and purchase order</td>
</tr>
<tr>
<td>£5,000 - £10,000</td>
<td>3 written quotations</td>
<td>3 of the following: MBP Manager &amp; Officer (both, if available should be included), Scheme Board member, MBP Trustee</td>
<td>Written acceptance and purchase order</td>
</tr>
<tr>
<td>£10,000 - £50,000</td>
<td>3 written quotations</td>
<td>3 of the following: MBP Manager, MBP Officer (both, if available should be included), Scheme Board member, MBP Trustee&lt;br&gt;Decision to be taken to the Scheme Board. Appropriate Officers must keep a record of all invitations issued and received for 3 years</td>
<td>Written acceptance and purchase order</td>
</tr>
</tbody>
</table>

NB. Where only one tender is received for a contract, or there is only one contractor suitable to deliver the work, and all efforts have been pursued to attract additional tenders, and this has failed, a ‘Request for exemption from Cumbria County Council’s contract procedure rules’ form must be completed and receive sign off from the CCC Corporate Director.
* For single one-off payments under £250, when a case can be made for a single person to deliver what is needed that fits to our programme, then we can proceed

- without a tendering process
- without competitive quotes
- without a single action tender request.

This action should not be used repeatedly for using the same contractor, and should only be used if all efforts to adhere to the CCC procurement rules have been pursued.

All contractors contracted to deliver services to Morecambe Bay Partnership are required to adhere to MBP funders’ and Cumbria County Council’s standard terms and conditions, including, but not limited to, adhering to our procurement policy and procedures, and using funders’ and partners’ logos appropriately.

Sophie Cringle, 25 Feb 2015