Consultants Brief

Monitoring and Evaluation

for Headlands to Headspace, Morecambe Bay’s Landscape Partnership Scheme.

1. Aim

1.1. The Headlands to Headspace (H2H) Landscape Partnership wishes to appoint independent consultants to monitor and evaluate the delivery of the Morecambe Bay Landscape Partnership Scheme, and support a mid term review of legacy planning.

1.2. The aim of this work is to monitor and evaluate the on-going work of the Scheme, feeding into the forward planning process, to ensure maximum benefit is gained from the delivery of the Scheme and a sustainable legacy is achieved.

1.3. The contract will be let by Morecambe Bay Partnership/Cumbria County Council as the Council acts as accountable body for the Headlands to Headspace (H2H) Landscape Partnership Scheme.

2. Requirements

2.1. 3 monitoring and evaluation reports reflecting on 24 months; 42 months and 60 months of the Scheme’s delivery.

2.2. Guidance on the development of a legacy strategy at 24 months and a development of this in the 42 month report.

2.3. Support to the H2H Manager and Board in writing a Legacy Strategy at 42 months.

2.4. Advice to H2H team on how delivery of the Scheme can be improved / changed to maximise the impact of the Scheme and its outcomes, relating to HLF outcome requirements and working towards a sustainable legacy from the Scheme achieving heritage, environmental and economic benefits.

2.5. Attendance at 3 Board meetings to present the work of the contract.

2.6. The successful contractor will be asked to provide an independent and objective view and to work in liaison with the H2H Manager, Officers, Board, other local stakeholders and other partners as required.

3. Scope of the work

3.1. The Executive Summary of the ‘LCAP’ document is attached (Appendix 2). This LCAP is both an operations manual and business plan for the delivery of the H2H Scheme and will be available to the successful contractor. It includes outline project plans.
for the 28 projects. Project 27 – Monitoring and Evaluation is to be largely delivered by the work of this brief. This monitoring is for the whole Scheme.

3.2. The consultant’s role is to provide expert analytical skills, knowledge, advice and the listed outputs, to ensure that H2H is completed successfully, meeting all funder requirements and outcomes and leaving a sustainable legacy.

3.3. Work with the H2H Manager and team in the early stages of the Scheme to support them and ensure that appropriate methods for collecting monitoring data are set up. Monitoring should be informed by HLF guidance on evaluation of Landscape Partnership Schemes

www.hlf.org.uk/HowToApply/goodpractice/Documents/LP_Evaluation_guidance.pdf

and strongly based around the

• HLF output data monitoring form (Appendix 3 of this brief) and its associated help notes

• Outputs and Outcomes of the 28 projects as described in the LCAP

• Outcomes of the H2H Scheme as described in the Vision and Objectives within the LCAP and

3.4. Work with the H2H Manager and team at each review period to support legacy planning and report on this in the 24, 42 month and 60 month reviews. Legacy planning should be strongly based around the recommendations of HLF document on Legacy Planning for Landscape Partnerships:


3.5. Provide a review report and assessment of the projects that have taken place, and the overall delivery of the Scheme, at 24 months; 42 months and 60 months of the Scheme’s delivery

These could include, e.g.:

- review participant feedback collected during the project
- review community engagement during the project
- review all volunteer feedback collected during the project
- obtain views on the Scheme as a whole from all stakeholders, including staff; Board members; delivery partners; volunteers; communities
- review publicity to gauge what worked well, what didn’t

3.6. Develop objective and realistic advice and guidance, based on the above assessment, on changes / improvements / new ways of working for the Scheme delivery, to provide direction for the H2H team in forward planning, ensuring the Scheme target outcomes are met and a sustainable legacy is achieved.

3.7. Provide outputs as identified in section 2.

3.8. Maintain regular contact with H2H Manager and provide update reports, as required.
3.9. Work closely with H2H Manager to ensure recommendations from the assessments can be executed.

3.10. Work with stakeholders and partners and ensure full and objective assessment.

4. **Price and Payment Schedule**

4.1. The total cost for delivery of this work is to be no more than £12,000 (excluding VAT).

4.2. The schedule for payment will be agreed at the inception meeting. Phased payments are anticipated. The final evaluation and payment will be in 2018/19 financial year. We wish to secure contractors who will be with us for the long-term.

4.3. Additional copies of any reports including the final evaluation report are NOT the responsibility of the contractor to provide 2 hard copies and a digital version of these reports (in MS Word and pdf). A separate budget has been The cost of printing a final evaluation report

5. **Deadlines and Timetable**

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

5.2. Contract timetable:

<table>
<thead>
<tr>
<th>Deadline for submission</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4pm on 30 July 2015</td>
<td></td>
</tr>
<tr>
<td>Inception &amp; planning meeting</td>
<td>Week of 10 Aug</td>
</tr>
<tr>
<td>Stage 1</td>
<td>By end Jan 2016</td>
</tr>
<tr>
<td>Stage 2</td>
<td>By end July 2017</td>
</tr>
<tr>
<td>Stage 3</td>
<td>By November 2018</td>
</tr>
<tr>
<td>Presentations to H2H Board</td>
<td>Jan 2016 and July in 2017 and October 2018</td>
</tr>
</tbody>
</table>

6. **Project Management**

6.1. The contractor will report to the client immediately if there are any un-foreseen delays which may limit the ability to complete the work to schedule.

6.2. As part of the contract, the contractor is required to attend meetings with the client, in Kendal, as detailed below.
(i) Inception meeting with the client [and other appropriate stakeholders e.g. Focus Group] for an initial briefing to agree the scope of the project and identify any operational difficulties that might be encountered.

(ii) a minimum of 4 progress meetings, a minimum of one per calendar year.

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

6.4. The client requires 2 hard copies and a digital copy (in MS Word and PDF format) of all the final reports. A copy of any presentation materials used in the final report or meetings or seminars (slides, overhead projection transparencies, etc.) will be required by the client for retention.

6.5. The client will hold the copyright on the work and its publication (including copyright on the brand and design). The report or the information from this research cannot be quoted from or used in any other project work without the written permission of the client.

6.6. 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.

7. Work proposals and submission

7.1. Submissions should be sent by email to Susannah Bleakley sb@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.

7.2. Anticipated competencies of the chosen consultant team are:

- Monitoring and evaluation of Heritage Lottery Landscape Partnership Schemes (LPSS), or other large multi-partner, multi-funder programmes
- Legacy planning for Heritage Lottery Landscape Partnership Schemes (LPSS), or other large multi-partner, multi-funder programmes
- Excellent knowledge of (i) actors and agencies involved in LPSS, (ii) heritage programme management, (iii) good knowledge of local geography and players
- Current knowledge of trends and policy drivers in Heritage management
- Understanding of practical delivery issues in multi-partner/multi-agenda Schemes
- Experience of delivering similar projects for HLF funded Schemes
- Understanding of long-term impact of heritage investment on jobs and growth.

7.3. The proposal should be as brief as possible and demonstrate

- Your understanding and summary of the task.
- How you propose to work with us and help us to achieve
o Heritage outcomes
o Legacy planning
o Sustainable economic and environmental outcomes
• The approach and methodology proposed.
• A work plan including a schedule of tasks, timetable and milestones.
• Value for money.
• Expertise in undertaking similar work.
• Team structure – 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.
• 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 consultants who will work on the project.
• Contact details of two referees who can be contacted to confirm the consultants’ expertise, experience and track record.
• Risk assessment

7.4. The client will require consultants to include proof of employers liability insurance cover in the sum of at least £1 million.

7.5. Any other information that you consider appropriate to inform us of your company’s suitability for this project.

7.6.

8. **General Conditions:**

8.1. Please refer to the Cumbria County Council Terms and Conditions, Appendix 1 attached, and ensure you are familiar with them. The contractor, by submitting a quote, will agree and adhere to these.

8.2. The contract manager is Susannah Bleakley, H2H Development Manager. Their contact details are Morecambe Bay Partnership, The Factory, Castle Mills, Aynam Road, Kendal, LA9 7DE. sb@morecambebay.org.uk 07760 884585

8.3. Technical advice and information can be obtained from HLF Monitoring and Case Officers – contacts will be provided at inception meeting.

9. **Background and Essential Guidance**

9.1. The H2H Landscape Conservation Action Plan (LCAP) will be provided on appointment.
9.2. The H2H team has access to data and support from their partners. This will be shared when appropriate.

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

- Evaluation guidance, Landscape Partnerships, Feb 2013
- Landscape Partnership Guidance and help notes.
**Appendix 1 - Cumbria County Council is the Accountable Body for Morecambe Bay Partnership's Headlands to Headspace Scheme**

**TERMS AND CONDITIONS FOR SERVICES**

1. **A Note to the Provider** means the letter attached hereto excepting the provision of the Services issued by the Council which includes a description of the Services, the price or rate applicable thereto and any performance terms applying to the Services which are additional to these Terms and Conditions.

2. **Business Days** means any day other than a Saturday, Sunday or public holiday when banks in London are open for business.

3. **Council** means Cumbria County Council in relation to the Contract.

4. **Council’s Representative** means any person named on the Acceptance Letter as a key contact at any time, any person appointed by the Council to be regarded as a key contact during the course of the Contract.

5. **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 Contract.

6. **Price** means the price or the rates for the Services given in the Acceptance Letter (including all expenses) as the Provider where the Acceptance Letter states otherwise.

7. **Provider** means the person, firm or company who is to provide the Services identified in the Acceptance Letter.

8. **Services** means the services described in the Acceptance Letter.

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

**3. 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 to the Services (the ‘Contract’).

2.2 In the event of any conflict between these Terms and Conditions and a term of the Acceptance Letter the latter shall prevail, provided that the Provider has made all reasonable attempts (unless otherwise agreed) to incur any additional costs associated with obtaining, maintaining or replacing any necessary Consents”) are in place to provide the Services and the Council shall not require the Provider to incur any such additional costs.

2.3 This Contract constitutes the entire agreement between the Parties relating to the Services and the Provider’s obligations under the Acceptance Letter 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 shall not affect construction or interpretation of these Terms and Conditions unless explicitly stated otherwise.

2.6 Words and phrases appearing in the singular include the plural and vice versa.

2.7 Reference to persons includes individuals, partnerships, bodies corporate and unincorporated associations.

2.8 References to any statutory provision shall be construed to include references to the same provision as amended or re-enacted from time to time.

2.9 The words “other” and “in particular” shall not limit the generality of any preceding words.

3. THE SERVICES

3.1 The Provider shall provide the Services set out in the Acceptance Letter.

3.2 The Provider undertakes that the Services shall:

a) be provided in accordance with the Provider’s proposals in the Acceptance Letter (including all expenses) as the Provider where the Acceptance Letter states otherwise.

b) be provided in accordance with industry best practice and using the best available techniques and standards;

c) in accordance with all applicable laws;

d) using staff who have appropriate skills, qualifications and experience;

e) using the appropriate number of staff;

f) to the reasonable satisfaction of the Council’s Representative.

3.3 The Provider shall take all appropriate steps to ensure that the Services are performed in a manner which is fit for purpose for which they are provided.

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

3.5 The Provider shall ensure that it holds and that all its employees hold all relevant licences and qualifications necessary for the lawful performance of the Services.

3.6 The Provider shall ensure that all approved, certificates, authorisations, permissions, licences and consents are kept up to date and renewed in time to time for the performance of the Service including without limitation any specific requirements set out in the Acceptance Letter (including all expenses) as the Provider where the Acceptance Letter states otherwise but shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or replacing any necessary Consents.) are in place to provide the Services.

3.7 Where there is any conflict or inconsistency between the provisions of the Contract and the requirements of any legislation referred to in the Contract, the latter shall prevail, provided that the Provider has made all reasonable attempts (unless otherwise agreed) to incur any additional costs associated with obtaining, maintaining or replacing any necessary Consents’) are in place to provide the Services and the Council shall not require the Provider to incur any such additional costs.

4. TIME OF PERFORMANCE

4.1 The Council will provide the Services for the period for and/or in accordance with the timescales set out in the Acceptance Letter. In the event that the Acceptance Letter does not specify a particular time for the performance of the Services, the Council shall and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or replacing any necessary Consents’) are in place to provide the Services and the Council shall not require the Provider to incur any such additional costs.

4.2 The Council will 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.

4.3 In the event of the Provider failing to meet a date 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 fulfill its obligations at no additional cost to the Council.

5. RETURN OF SERVICES

5.1 The Council may at any time reject the Services or any part thereof and in such event the Council shall notify the Council of the reason for such rejection.

5.2 If the Council rejects all or part of the Services and the Services are not completed within 5 Business Days of being removed from the premises of any building or structure in the possession of the Provider which, in the reasonable view of the Council, is hazardous, it will be void for purpose of the Council.

6. PROVIDER’S PERSONNEL

6.1 The Provider’s Key Contacts are required to ensure the completion of the Services and shall not make any changes in the Key Contacts without the prior written consent of the Council.

6.2 If and when requested by the Council, the Provider shall provide the Council with a list of the names and qualifications of the Personnel to be involved in the Services. In each case, the capacity in which they are involved and giving such other particulars and evidence of identity and other supporting documentation as shall reasonably require.

6.3 The Provider shall comply with any notice reasonably given by the Council stating that a person at the Provider’s premises is not to be involved in the provision of the Services. The Provider shall replace any such person with someone of equivalent skills and qualifications.
16.2 The Provider shall not sub-contract the Services or any part of them without the prior written consent of the Council. A breach of this clause shall be a material breach of the Contract and the Council shall be entitled to terminate the Contract on notice to the Provider. The Council shall not be liable for any consequential loss or damage to the Provider.

16.3 Sub-contracting of this Contract shall not in any way relieve the Provider of its obligations under the Contract. The Council shall be entitled to terminate the Contract if the Provider fails to comply with this clause or in any other way fails or is unable to perform 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 is protected adequately and that the sub-contractor is in full compliance with the terms of the Contract.

17. RIGHTS & REMEDIES

17.1 The Council shall be entitled to terminate this Contract by notice to the Provider to take effect if:
a) any of the events described in clause 18.1 occur;
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 having the intention or ability to give effect to the terms of this Contract; or
d) (where the Provider is an individual) if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983.

18. TERMINATION

18.1 The Provider shall notify the Council in writing immediately upon the occurrence of any of the following events:
a) (where the Provider is 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 a voluntary assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs;
b) (where the Provider is a firm) or (where a number of persons acting together in any capacity) if any event in (a) or (c) of this clause occurs in respect of any partner in the firm or any of those persons or a person is a presented for the Provider to be wound up as an unregistered company; or
c) where the Provider is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

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 occur;
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 having the intention or ability to give effect to the terms of this Contract; or
d) (where the Provider is an individual) if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983.

19. CONSEQUENCES OF TERMINATION

19.1 On the expiry of the term of this Contract it is terminated in whole or in part for any reason the Council shall have the power to cancel 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 promptly and at their own expense:
a) transfer all data and any other property belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith.
b) transfer all records and information in their possession relating to the Services.

c) deliver any equipment to the Council or, at the Council's request, a replacement provider.

19.3 The Council shall have the right to require the Provider to take all steps necessary to ensure that the services provided under this Contract shall have come to an end and that all activities relating to the Contract are terminated.

19.4 The Council shall retain the right to require the Provider to take such action as may be required to ensure that the Council shall not be materially prejudiced by the termination of this Contract.

20. NOTICES

20.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be sent by first class post and must be sent to the address for communications given in the Acceptance Letter (which may be altered at any time by the altering Party giving the other Party 15 days notice of a changed address).

20.2 A copy of any notice or other communication given under or pursuant to this Contract must be sent to the address for communications given in the Acceptance Letter (which may be altered at any time by the altering Party giving the other Party 15 days notice of a changed address).

21. GOVERNING LAW

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

22. BREBERRY & CORRUPTION

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

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