



**North**

**Yorkshire County Council**

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**TENDER FOR: 'CLIMATE CHANGE – ENGAGING THE VCS IN NORTH YORKSHIRE AND YORK'**

CONTRACT REFERENCE: [NYCC PPU/JRS01]

A project aiming to encourage and support voluntary and community sector (VCS) organisations in the North Yorkshire and York sub-region to respond to the challenges presented by climate change by:

- Reducing their energy consumption
- Adapting their services in light of changing weather patterns

**TENDER CLOSING DATE/TIME: Monday 20<sup>th</sup> September 2010, 9am**

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## SECTION 1 - HOW TO TENDER

### 1. General

- 1.1. North Yorkshire covers almost 2 million acres and geographically is the largest County in England and Wales. The County includes the towns of Harrogate, Selby, Skipton, Richmond and Scarborough as well as the City of Ripon and the County town of Northallerton.
- 1.2. North Yorkshire County Council (the Council) is based at County Hall in Northallerton and is responsible for a number of key services to the community including Education, Highways and Social Services, the Council employs approximately 20,000 staff who are based in premises across the County.

### 2. Scope of Requirement

- 2.1.1. The Council wishes to award a contract for 'Climate change – engaging the VCS in North Yorkshire and York'
- 2.1.2. The contract will run between October 2010 and February 2011.

### 3. Evaluation

- 3.1. The Council will select the most economically advantageous tender using a price: quality ratio.
- 3.2. The Council does not bind itself to accept any tender but every effort will be made to reach a decision on the award of the contract before 7 October 2010.
- 3.3. Shortlisted contractors will be invited to interview on Thursday 30 September 2010 at County Hall, Northallerton, DL7 8AD.

### 4. Best Value

- 4.1. Under the provisions of the Local Government Act 1999, the Council must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness.

### 5. Freedom of Information and Confidentiality

- 5.1. Tenderers should be aware that information relating to this tender may be subject to the provisions of the Freedom of Information Act. The Act requires the Council to provide copies of information to any third party who makes a request for it. Certain information is exempt from disclosure under the Act, including information which is a trade secret, commercially sensitive (unless to disclose is in the public interest) or confidential in nature. **If the tenderer believes that any information supplied by them would fit within the exemptions set out in the Act then they should inform the Council in writing, giving a precise definition of the information the tenderer considers to be exempt and citing the relevant exemption.** Tenderers should not mark all information submitted to the Council as "confidential", but only information that the tenderer believes to be exempt under the Act's confidentiality

and commercial interest exemptions. The Council will endeavour to consult the tenderer before information of this type is disclosed to third parties. The Council cannot, however, accept any restriction on its ability to disclose information which (in its reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the Act. **Consequently, the Council cannot guarantee that any information supplied by the tenderer will be kept confidential.**

- 5.2. Whilst information held by the Council is subject to the above the tenderer will be required to keep confidential all information supplied to it by the Council which is exempt from disclosure because it is confidential, commercially sensitive or a trade secret under the Act, whether or not the Council designates or marks it as confidential (“confidential information”). The tenderer shall ensure that those of its employees who need to see and use it for the purpose of provision of the service are aware of this obligation of confidentiality and undertake to comply with it. The tenderer will also be required to ensure that the terms of any sub-contract reflect this requirement.
- 5.3. The tenderer acknowledges and agrees that by submitting a bid to the Council it agrees to the terms of this Freedom of Information and Confidentiality section.

## **6. Fraud, Corruption and Ethical Standards**

- 6.1. The Council believes in a strong ethical culture. The conduct of its Members and Officers in fulfilling their roles is regulated by National Codes of Conduct and a comprehensive complaints framework.
- 6.2. Standards of behaviour within the Council are generally excellent. The Council continues, however, to promote the ethical agenda to ensure the existing high standards are maintained, and the Leader and Chief Executive Officer are committed to working together to lead by example and to uphold the ethical wellbeing and effective governance of the Council.
- 6.3. In working with partners and service providers on Council business, the Council requires similarly high standards from those with whom it works.
- 6.4. Further information about the Council’s standards of conduct can be accessed by the “Council and Democracy/Councillors” links on the Council’s website ([www.northyorks.gov.uk](http://www.northyorks.gov.uk)) or via the Council’s Monitoring Officer, Legal Services, County Hall, Northallerton, North Yorkshire (telephone 01609 532173).
- 6.5. Where you believe the conduct concerned may constitute a fraudulent or other criminal offence then there are policies within The Council to help you raise your concerns.
- 6.6. The Council is committed to preventing and detecting fraud and has an Anti Money Laundering Policy and Guidance note, a Whistleblowing Policy Statement and a Counter Fraud Strategy in place.

- 6.7. The Council also expects that all contractors and their staff who work on Council contracts are to comply with the requirements of the Council's policies.
- 6.8. These policies are available on the Council website by going to the following pages - Council and Democracy – Data and Information – Fraud Investigation, or by using the link below:  
<http://www.northyorks.gov.uk/index.aspx?articleid=2918>
- 6.9. Contractors must ensure that they and their employees are made aware of the Council's policies and, in particular, the Whistleblowing Policy Statement. Copies of the policies are also available from the Corporate Director – Finance and Central Services.

## **7. Canvassing etc**

- 7.1. Any tenderer who canvasses any member or officer of the Council, whether directly or indirectly, relating to the award of this contract will be disqualified.
- 7.2. If the tenderer:
- i) fixes or adjusts the amount of the tender by arrangement of any other person; or
  - ii) communicates to any person other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
  - iii) agrees with any other person that s/he will agree not to tender or as to the amount of any other tender to be submitted; or
  - iv) offers or pays any sum of money to any person to induce such a person to accept the tender

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability

## **8. How to Complete the Tender**

- 8.1. The tender must be completed with careful reference to the information contained in **Section 2: Project brief and invitation to tender** – see below.

## **9. How and Where to Return a Tender**

- 9.1. Tenderers must complete and sign the form of tender: Where a tenderer is an individual, the tender must be signed by that individual; where the tenderer is a partnership the tender must be signed by two authorised partners and where a tender is a company, two directors or a director and secretary should sign. All signatories must be authorised to sign on the tenderer's behalf.
- 9.2. For electronic submissions, electronic signatures or the name and position of the designated person are sufficient.

- 9.3. Completed tenders must be submitted electronically to Jonathan Spencer and be received no later than 9am on 20 September 2010. **LATE SUBMISSIONS WILL NOT BE ACCEPTED.**
- 9.4. Tenderers should ensure that they allow enough time to submit their Tender response electronically and the Council will accept no responsibility for difficulties during the process of submission.
- 9.5. Alternatively, hard copy tenders can be returned in an envelope with the envelope and its franking not bearing any indication of the tenderer's identity. The envelope must only be marked "Tender for Climate change – engaging the VCS in North Yorkshire and York". and should be returned to Main Reception, marked for the attention of Jonathan Spencer, Room 36, Policy and Partnerships Unit, Chief Executive's Group, County Hall, Northallerton, North Yorkshire, DL7 8AD on or before the closing date above. If tenders are delivered by hand a receipt should be obtained. Tenders may also be sent by document exchange to the Council whose DX address is DX 69140 Northallerton 3.

## **SECTION 2: PROJECT BRIEF AND INVITATION TO TENDER**

Please note that once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering. Bids are deemed to be inclusive of all overheads and are exclusive of VAT.

### **Introduction**

The project aims to encourage and support voluntary and community sector (VCS) organisations in the North Yorkshire and York sub-region to respond to the challenges presented by climate change by:

- Reducing their energy consumption
- Adapting their services in light of changing weather patterns

### **Target audience**

The project is primarily aimed at VCS organisations in North Yorkshire and York that do not have a specialism in environmental issues. VCS organisations with a specialism in environmental issues should not be excluded, however, as it will be important to share best practice.

### **Learning outcomes**

The key learning outcomes we want participants to take away are:

- 1) An improved understanding among VCS organisations of the need to respond to the challenges presented by climate change and the practical action that they can take to reduce their energy consumption, both mitigation and adaptation
- 2) An increased number of VCS organisations taking practical action, both mitigation and adaptation, to respond to the challenges presented by climate change
- 3) Improved linkages between VCS organisations and with public sector organisations on climate change issues

## **Work required: Your remit**

We are inviting suitable qualified and experienced organisations to submit tenders to undertake this project. The successful organisation/s will be required to achieve the following outputs:

- Arrange and facilitate a minimum of five workshops, in total attended by a minimum of 100 VCS organisations from within the sub-region, to support them to better respond to the challenges presented by climate change, and make appropriate links with public sector organisations on climate change issues. Arrangements will include hiring venues, securing invites and producing associated workshop materials.
- Train and support a minimum of eight individuals, currently active within the VCS, to drive innovation beyond the immediate life of the project, enabling them to offer ongoing support to VCS organisations in the sub-region to adopt green policies and practices. These individuals could belong to VCS organisations with a specialism in environmental issues.
- Produce or adapt a toolkit of relevant and appropriate supporting material for VCS organisations in the sub-region to use to support them to better respond to the challenges presented by climate change, including references to websites and useful contacts in the sub-region. The toolkit will also need to provide reference to funding opportunities (e.g. through the Funding Advice Network) and best practice examples both in terms of moderating the effects of climate change (reducing the carbon footprint of organisations) and adapting to climate change
- Produce an end of project report on the achievements/project outcomes/spend

We are looking for innovative ideas that will ensure maximum audience engagement and encourage participants to go away and take action.

## **Our remit and support**

We will:

- Provide a regular point of contact during the delivery period (officer time and expertise to support project management from relevant officers from local authorities and VCS organisations)
- Provide signposting to directories/ mailing lists of VCS organisations and a directory of venues

- North Yorkshire County Council will provide a free smart energy monitor to the first 100 VCS organisations from within the County Council area who participate in a workshop.

### **Time frame**

The deadline for completion of the project, including delivery of outputs and completion of the outcomes report is Monday 28<sup>th</sup> February 2011.

### **Budget**

There is a total of **£12,000** excluding VAT available for the project. This is inclusive of costs relating to room hire and catering. Up to 25% of the contractor's fees (£3,000) can be paid in advance and the remaining 75% will be paid upon completion of the project (£9,000). (A separate amount of £500 has been set aside for the estimated costs of travel etc. for officers from VCS organisations.)

### **Some ideas for you to consider**

If there are any presentations these should be kept short and we are looking for high quality, engaging speakers.

Below are some of our initial thoughts that may help you in developing the proposal. Please note these are only intended as a guide and do not have to be used. We are more than happy to hear other suggestions you may have.

### **General (workshops)**

- Summarise the evidence base for climate change and the impacts it could have on service delivery in the VCS and on communities, particularly the most vulnerable (e.g. disabled people and older people)
- Make the distinction between measures aimed at reducing the effects of climate change through energy efficiency improvements (e.g. to buildings and reducing car mileage) and measures aimed at planning service delivery around a changing climate.
- Emphasise the cost/economic benefits of reducing energy consumption: balancing a higher upfront capital cost for a more environmentally favourable solution
- Promoting a culture of sound environmental practice within organisations
- Ways to improve efficiency of buildings and innovative ways to reduce overall car mileage such as through greater use of ICT



- Planning now for a changing climate/taking a risk management-based approach to ensure service resilience e.g. in the light of flooding or heatwaves, and ensuring people can cope with the health impacts of a changing climate.
- Encouraging use of local supply chains
- Part of the workshop could involve working through different scenarios e.g. how VCS organisations would respond and support their clients if there was a prolonged period of heatwave or flooding.
- Part of the workshop should tease out current best practice amongst VCS organisations nationally and in York and North Yorkshire.
- Some workshops could deal with more specialist subjects whilst others could be more general in nature.

### **Next steps**

We are inviting suitable qualified and experienced organisations to submit tenders to undertake this project. We would welcome tenders from individual organisations or partnerships of organisations, in particular VCS organisations.

Tenders should be submitted by email as a Word document to [jonathan.spencer@northyorks.gov.uk](mailto:jonathan.spencer@northyorks.gov.uk) by 9.00 am on Monday 20 September 2010. **Late submissions will not be accepted.**

Tenders should be a maximum of 8 sides (include all appendices) and include:

- name of organisation, contact details and contact name
- information about the organisation demonstrating relevant skills and experience and a good understanding of the project's requirements
- a realistic timetable for the work with key milestones
- a proposal including innovative ideas that will ensure maximum audience engagement and encourage participants to go away and take action
- the names and relevant skills and experience of all members of the project team including any subcontractors, setting out who will undertake which parts of the project
- a breakdown of the costs for each part of the project including daily rates and total costs for each team member, travel and subsistence, any other costs (please detail), and whether VAT is payable
- two referees from work carried out which is comparable to this project

Tenders will be evaluated according to the following criteria:

- understanding and experience of relevant issues and the target audience
- ability to achieve the outcomes and outputs
- ability to complete the work within the time specified
- relevant experience, including working with VCS organisations and facilitating events, producing training materials
- justification of costs and value for money

Short listed contractors will be invited to interview on Thursday 30 September 2010, at County Hall, Northallerton, DL7 8AD.

For further information or informal discussion please contact Jonathan Spencer, [jonathan.spencer@harrogate.gov.uk](mailto:jonathan.spencer@harrogate.gov.uk) or 01609 533488.

**THE AGREEMENT**

NB: This is the form of Agreement the successful tenderer will be required to sign. It is included here for information and you do not need to complete it at this stage.

**Date**

**The Council**                      **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall  
Northallerton North Yorkshire DL7 8AD

**The Contractor**

**BACKGROUND**

- 1. The Council has invited tenders for Climate change – engaging the VCS in North Yorkshire and York.
- 2. The Contractor has submitted a tender for the above, which has been accepted by the Council.

**THE AGREEMENT**

- 1. The following documents are incorporated into this Agreement:
  - i) The Tender accepted by the Council (including all the documents referred to in the Tender).
- 3. In consideration of the amounts to be paid for the service by the Council in accordance with the tender the Contractor agrees with the Council to provide the service to the Council’s satisfaction in accordance with the **Project Brief and invitation to tender**.

**SIGNED** by duly authorised signatories of the Council and the Contractor respectively.

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Print Name

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Print Name

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Print Name  
for the Council

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Print Name  
for the Contractor