Invitation to Tender: Embedding Wellbeing in Northern Ireland

Project Code: EW2

Date of Issue: 29 July 2019

Title: Derry City and Strabane District Council Natural Capital Account

Carnegie United Kingdom Trust
Andrew Carnegie House
Pittencrieff Street
Dunfermline
KY12 8AW

01383 721445

www.carnegieuktrust.org.uk

This ITT form must be completed in line with the procedures outlined in the procedure note – F6 - Procurement Handbook.

Contacts:

Christine Doherty, Emma Barron and Colm Doherty, Derry City and Strabane District Council: christine.doherty@derrystrabane.com or 02871 253253.

The Carnegie United Kingdom Trust reserves the right to alter tender the terms/specification/objectives and will not be held liable for any costs incurred in drawing up a tender proposal.
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1. Introduction

Carnegie United Kingdom Trust

The Carnegie United Kingdom Trust works to improve the lives of people throughout the UK and Ireland, by changing minds through influencing policy, and by changing lives through innovative practice and partnership work.

With a remit in our Trust Deed and Royal Charter to address the wellbeing of people throughout the UK and the Republic of Ireland, we are one of over twenty foundations worldwide set up in the early twentieth century by Andrew Carnegie, the Scots-American philanthropist.

2. Background

Derry City and Strabane District Council (DCSDC) have taken the leadership to develop a Green Infrastructure (GI) Plan (www.derrystrabane.com/GI) with the vision to assist with the delivery of actions under the three pillars of the Community Plan (https://www.derrystrabane.com/Subsites/Community-Planning/An-Update-on-Our-Community-Plan) and the development of the Local Development Plan 2032. It is linked to the strategic commitments of the 12 indicators and 18 of the 42 Programme for Government outcomes (https://www.northernireland.gov.uk/sites/default/files/consultations/newnigov/draft-pfg-framework-2016-21.pdf). It was co-designed and agreed with the Community Plan partners in February 2019. The GI Plan has four Key Strategic Themes and three Cross Cutting Themes, with health and wellbeing as a core theme. We have completed a public consultation process and it will be delivered through a detailed GI Action Plan with SMART outcomes:
3. Project Aims and Objectives

We would like to create a Natural Capital Account (NCA) for the Derry City and Strabane District, to assist with the delivery of the GI Plan and Community Plan, to show the qualitative value that our public green and blue spaces provides for public health and wellbeing, wider society and the environment. Natural capital describes components of the natural environment (including green spaces) that provides economic benefits to people, for example, cleaner air and water; improved physical, mental health and well-being; carbon storage, temperature and flood risk regulation; and improved access to green and blue spaces for recreation. A NCA is a new radical approach, which calculates the economic value and benefits of the wide range of benefits provided by public parks and green spaces for people. It will help to inform and improve decision making by framing public green spaces as economic assets, which will highlight the range and value of their benefits for the District’s economic, social and environmental wellbeing.

The NCA will be developed by an independent consultant, in co-production with Council and its Green Infrastructure Stakeholders that also form part of the Community Planning Partnership, for example, Public Health Agency, Creggan Country Park and Loughs Agency. It will influence new ways of working across public services (i.e. using green spaces for addressing obesity), delivering shared outcomes (for example, linked to delivering ‘Making Life Better’ Strategy) and assist with informed decision making (i.e. investment in green spaces). The NCA will calculate the economic/monetary value of our GI assets that would have been traditionally seen as qualitative wellbeing benefits.

The project aims to create a NCA for the Derry City and Strabane District. The main objectives are to:

- Calculate the total asset value of Council’s 240 green and 2 blue spaces;
- Return on investment for every £1 spent on investment/maintenance to the wider society;
- Assess the following key benefits:
  - Physical health benefits
  - Mental health benefits
  - Recreational value
  - Contributions to the economy – property valuation / uplift
  - Air quality regulation
  - Water quality and flood regulation
  - Temperature regulation
  - Carbon storage.

4. Anticipated Approach

DCSDC will provide:

- A Geographical Information System (GIS) layer of their 242 green and blue spaces for the creation of the NCA; and
- Costs associated with investment and maintenance of our green and blue spaces.
The appointed consultant will utilise this data and work in partnership with DCSDC and its GI stakeholders to create a NCA and associated report.

5. Deliverables
Assessing the District’s GI from a natural capital perspective will become a very powerful tool for communicating the significant value of our natural assets to society and the GI Stakeholders. There is a need for investment and management of green and blue spaces for our social, environmental and economic wellbeing. It will assess the value of managing and investing in these green and blue spaces to provide these valuable benefits to society. Outlined below are the two key deliverables:

Part 1
Conduct a Natural Capital Assessment of Council’s 242 green and blue spaces and produce a NCA, outlining the key benefits as outlined under the objectives of the project under section three.

Part 2
Produce a NCA report, outlining the methodology, findings and recommendations of the NCA. This should be co-produced with Council and the GI stakeholders and to develop recommendations for influencing new ways of working across public services, delivering shared outcomes and assist with future decision-making.

6. Timetable and Costs
The budget available for the project is £10,000 including VAT, travel and all other expenses. The project should be completed by 13 December 2019.

7. Performance & Quality Requirements
The tenderer shall supply the following:
- an example of completing a similar contract within the last five years;
- details of the proposed methodology and approach to the project;
- a project plan outlining the activities and anticipated timescales for delivery, to include the start date and delivery of the project;
- a resource schedule to include the team member, competence and other resources required;
- details of quality controls for the delivery of the project, including proposals to work in partnership with the Council and its GI stakeholders to co-produce the NCA and recommendations for influencing new ways of working across public services, delivering shared outcomes and assist with future decision making.

8. Selection Criteria
The Carnegie United Kingdom Trust will make its selection on the basis of that proposal which represents the best value for money, taking account of the following criteria:
• understanding of the topic to be investigated;
• selection of appropriate methods;
• likelihood of achieving project aims using approach identified in tender;
• ability to deliver in specified timescale (inc. staff capacity);
• confidence in ability to provide in-depth analysis of findings;
• previous relevant experience of research method;
• previous relevant experience of topic area;
• quality of previous work with CUKT (if applicable);
• price.

9. Form of Proposal

Proposals must be sent to Lauren Pennycook, Senior Policy and Development Officer, at laurenp@carnegieuk.org by 12:00 noon on 8 August 2019.

Potential providers are welcome to contact Christine Doherty on 02871 253253 to discuss the aims and objectives of the project in more detail.
THE CARNEGIE UNITED KINGDOM TRUST

Contract Terms and Conditions

1. Contractor’s General Obligations

1.1 The Contractor undertakes:

1.2 to carry out the Project in good faith and in a diligent, professional and timely manner so as to promote the interests and charitable objectives of CUKT; and

1.3 not to do or, by act or omission, permit anything to be done which might reasonably be expected to damage the reputation or interests of the CUKT or any Partner.

2. Payment

2.1 Unless otherwise agreed in writing, the payment of Funds is conditional upon the Contractor submitting a valid invoice, in accordance with the Schedule of Payments. Invoices will generally be settled within thirty (30) days.

2.2 No part of the Funds will be paid until CUKT is satisfied (in its absolute discretion) that satisfactory progress is being made in relation to the Project. The Contractor will report to the project officer on progress as requested, at a minimum once every 3 months. Carnegie United Kingdom Trust staff will keep the progress of the work under review, and late delivery or unacceptable quality may lead to a reduction or withdrawal of the fee agreed.

2.3 In the event that any sum is paid to the Contractor due to any mistake, the Contractor shall repay that sum to CUKT on demand.

2.4 Unless otherwise stated, all sums set out in this Agreement are in pounds sterling; are the maximum amounts payable and, where appropriate, are stated inclusive of (a) VAT (CUKT is not VAT registered and cannot recover VAT); and (b) all travelling and subsistence costs (but subject to the schedule, where applicable).

3. Variations

3.1 Parties can amend the activities, outputs and timetable of the project by written agreement. Both parties must agree to the amendment.

4. Confidentiality

4.1 The Contractor agrees that they will not reveal, release, divulge report or use for any purposes any confidential information (the ‘confidential information’) which they have obtained except as authorised by CUKT or required by law.

4.2 The obligations of confidentiality will apply during the term of this Agreement and for two years following.

5. Intellectual Property
5.1 All intellectual property and related material (the ‘intellectual property’) that is developed or produced under this agreement will be the sole property of CUKT.

5.2 The contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written agreement of CUKT. The contractor will be liable for all damages relating to unauthorised or unwarranted use of the Intellectual Property.

5.3 The Contractor warrants, represents and undertakes to CUKT that none of the Intellectual Property Rights created or used by the Contractor in connection with the Project is or will be the subject of a claim for infringement of any third party’s Intellectual Property Rights and that there are no grounds, facts or other circumstances which may give rise to such claims.

6. Compliance with Legal Obligations

6.1 In carrying out the Project, the Contractor will comply with all legal requirements whether arising under common law or any statutory provision, including data protection and criminal records checks if appropriate.

7. Publicity

7.1 CUKT reserves the right to manage the press, the broadcast or internet media and all public relations relating to the Project.

7.2 Should CUKT agree that the Contractor will manage some or all of such matters, CUKT will be consulted about any written or oral statement or briefing to be made relating to this Agreement and the Contractor will ensure that an appropriate acknowledgement (including the logo of CUKT and any Partner) is agreed in advance with CUKT (that agreement to cover the content, location, size, text and prominence of the acknowledgement) and displayed in all publicity and reports concerned with the Project.

8. Indemnity

8.1 The Contractor will indemnify and hold harmless CUKT and any Partner against all Liabilities to the extent they arise from any act or omission of the Contractor including any breach of this Agreement or of any legal duty or any misrepresentation of any kind made by the Contractor to any person.

8.2 The Contractor shall have in place at all times during the carrying out of the Project insurance with a reputable insurance company sufficient to cover all potential obligations, liabilities and risks associated with the carrying out of the Project. Evidence of such insurance shall be made available to CUKT on request.

9. Capacity

9.1 In providing services under this agreement it is expressly agreed that the Contractor is acting as an independent provider and not an employee.

10. Third Party Rights
10.1 The contractor will not voluntarily or by contract of law assign or otherwise transfer its obligations under this Agreement without the prior agreement of the Trust.

11. Termination of contract

11.1 In the event that either party wishes to terminate this Agreement prior to the completion of services, the party is required to give thirty days notice to the other party.

11.2 Without limiting the rights of CUKT, this Agreement may be terminated by CUKT with immediate effect by notice if:

11.2.1 the Contractor has committed a material or persistent breach of its obligations under this Agreement;

or

11.2.2 the Contractor becomes unable to pay its debts as they fall due or has enforcement action or diligence effected against it or its assets in respect of any debt, or goes into liquidation or administration, or becomes bankrupt, or makes a voluntary arrangement with its creditors or has a trustee appointed to deal with its assets or becomes subject to any other analogous action or proceeding relating to insolvency under the law of any country.

11.3 In the event of termination for any reason, the Contractor shall provide CUKT with a detailed, written report on the progress in carrying out the Project up to the date of termination and, without prejudice to its other obligations under this Agreement, will deliver to CUKT, without retaining copies, all Confidential Information and any documents, information or materials, in whatever form and whether confidential or not, obtained as a result of entering this Agreement.

11.4 In the event of termination by CUKT or with the agreement of CUKT for any other reason, the Contractor shall be paid or be allowed to retain such part of the Funds as CUKT in its absolute discretion decides is appropriate (which part may be determined to be nil) taking into account the work carried out to date and the costs of settling non-cancellable commitments entered into in good faith in order to carry out the Project.

11.5 Except where otherwise stated in this Agreement, termination shall not affect the accrued rights and obligations of the parties. Clauses in this Agreement intended to remain in effect after completion of the Project or termination of the Agreement shall remain in full force and effect notwithstanding such completion or termination.

12. Repayment/Clawback of Funds

12.1 CUKT may at any time stop further payments of the Funds (if any), reduce or withdraw the Funds and/or demand immediate repayment of all or part of the Funds if:

12.1.1 CUKT believes the Contractor has lied to or misled (whether innocently or otherwise) CUKT or any Partner in any material respect;
12.1.2 the Contractor fails to (a) comply with any provision of this Agreement or (b) attend any meeting when requested to do so or (c) make any report or provide any information to CUKT when requested to do so;

12.1.3 the Contractor does not complete the Project either at all or on time or if, during the carrying out of the Project, the Contractor fails to meet any (a) agreed date or (b) non-time measured target or (c) performance or quality criteria for the performance of any task in connection with the Project;

12.1.4 the Contractor makes any change to the Project without the prior agreement of CUKT.

13. Notices

13.1 All notices shall be in writing and signed by a person duly authorised by the sending party.

13.2 Notices may be delivered personally or sent by first-class pre-paid recorded delivery or registered post to CUKT at Andrew Carnegie House, Pittencriffe Street, Dunfermline, KY12 8AW and to the Contractor at the address set out in the Form or, in either case, at such other address notified from time to time by notice to the other party.

14. Law

14.1 This Agreement shall be governed and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the courts in Scotland.

15. Dispute resolution

In the event of a dispute these should be discussed initially between the Contractor and Project Officer and if necessary then escalated to the Chief Executive of both organisations.

Failing resolution through this process, a mediator may be appointed on the agreement of both parties.

16. Definitions/Interpretation

16.1 In this Agreement, the following expressions shall have the following meanings, unless the context expressly requires otherwise:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>means the Form, these terms and conditions (including the schedule) and any other documents agreed to be relevant to the contract and signed on behalf of CUKT and the Contractor;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funds</td>
<td>means funding, whether by way of a single payment or a series of payments, payable by CUKT to the Contractor in respect of the Project whether by way of grant, fee or otherwise;</td>
</tr>
<tr>
<td>Partner</td>
<td>means any person who directly or indirectly</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>provides CUKT with any part of the contract or who provides funds to the Contractor because CUKT has agreed to contract with the Contractor;</td>
<td></td>
</tr>
<tr>
<td>Carnegie Project Officer</td>
<td>means the person named as such on the Form;</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>means all information relating to CUKT and any Partner, their projects, finances, dealings, reports, research, IPR, transactions and affairs, whether the information is expressly designated as confidential or not, which, when obtained by the Contractor in connection with the Project, is not in the public domain (other than as a result of the Contractor disclosing same in breach of this Agreement) and is information which the Contractor would not have had access to but for its tender to provide the goods and/or services or its carrying out of the Project including without limitation, information (a) in tangible or intangible form relating to released or unreleased software or hardware products, (b) concerning the content, marketing or promotion of any product or service, (c) concerning unpublished or incomplete data or research, (d) any CUKT or Partner’s policies or practices or internal minutes or decision-making whether relating to the contract or more generally, and (e) the existence and terms of this Agreement, the Project and the Funds;</td>
</tr>
<tr>
<td>CUKT</td>
<td>means the Carnegie United Kingdom Trust, incorporated by Royal Charter, Andrew Carnegie House, Pittencrieff Street, Dunfermline, Fife KY12 8AW;</td>
</tr>
<tr>
<td>Form</td>
<td>means the signed form of which these terms and conditions form part;</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>means all Intellectual Property Rights arising as a result, directly or indirectly, of the carrying out of the Project including, without limitation, including all patents, copyrights, registered designs or unregistered design rights and any application</td>
</tr>
</tbody>
</table>
for any of the foregoing, any rights in respect of confidential information, any know-how, any rights in any discovery or experiment and any other intellectual property right recognised by the laws of any country;

**Liabilities**

means all liabilities, demands, claims, fines, penalties, judicial or statutory orders or notices, taxes, losses, damages (including orders to disgorge profits or account for monies earned), costs, expenses (including legal costs and disbursements on a solicitor and client basis) or other sums awarded against or incurred directly or indirectly by CUKT and/or any Partner or in respect of which CUKT and/or any Partner in their absolute discretion decide to make a payment or state a provision in their accounts;

**The Objectives and Deliverables**

means those objectives and/or deliverables which the parties anticipate will result from the carrying out of the Project including, without limitation, those described in the Form;

**the Project**

means the project, experiment, assignment, consultancy, investigation, programme, research, text, reports, academic papers, results, books and any other tangible or intangible outputs whether in paper or electronic or any other form produced by the Contractor in consideration of the contract or in furtherance of the Objectives and Deliverables or any amendment, revisal or addition thereof;

**The project assets**

means any tangible or intangible asset made available to the Contractor in connection with the Project;

**the Contractor**

means the person to whom the Funds are to be paid for the deliverables and shall include all persons whom that person employs or engages to assist in the carrying out of the Project.
16.2 In this Agreement, unless the context requires otherwise:

16.2.1 words in the singular shall include the plural (and vice versa) and words denoting the masculine, feminine or neuter genders shall include all other genders;

16.2.2 words referring to persons or parties shall include natural and legal persons (including (a) partnerships, limited partnerships, limited liability partnerships, limited or unlimited liability companies and all corporations and organisations having legal capacity; and (b) all trusts or unincorporated associations acting through trustees or duly authorised office bearers);

16.2.3 the headings are for convenience only and do not affect the interpretation of this Agreement;

16.2.4 references to a clause are to the numbered clauses and sub-clauses within these terms and conditions; reference to the schedule is to the schedule to these terms and conditions; and reference to a paragraph is to one of the numbered paragraphs in the schedule;

16.2.5 words and expressions like “other”, “include”, “including”, “including without limitation”, “in particular” or “for example” do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as any preceding words where a wider construction is possible; and

16.2. words and expressions having a particular meaning or usage within any sector which is the subject of or relevant to the Project, for example, the IT sector, shall unless the context otherwise requires have that meaning or usage for the purposes of this Agreement and the Project.