



ENGLISH HERITAGE

Funded by



Department for Education

Heritage Schools Evaluation

Tender Specification

November 2012

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CONTENTS

1.	Invitation to Tender	page 3
2.	Scope	page 7
3.	Conditions of Contract	page 9
4.	Form of Tender	page 21
5.	Pricing Schedule and Notes on Pricing	page 23
6.	Information from Contractor	page 25

I INVITATION TO TENDER

I.1 HERITAGE SCHOOLS PROJECT EVALUATION

In response to Darren Henley's independent review *Cultural Education in England*, the DfE are providing a £2.67m fund over 3 years, for English Heritage to deliver the Heritage Schools project. English Heritage wishes to commission the development of an evaluation of the Heritage Schools project to ensure it is delivering its obligations as per the funding agreement with the DCMS/DfE and the outcomes identified in the project description as well as providing mechanisms for the capture of and reporting on any unexpected outcomes. The evaluation will commence late 2012 and continue throughout the project until March 2015.

- I.1.1 English Heritage are inviting Tenders in triplicate for the above in accordance with the enclosed Instructions to Tenderers. Your tender must be received by **17.00 hours on 18th December 2012** and shall remain open for acceptance not less than sixty (60) days from such date, or in the event that the aforementioned date is extended, the final date for submission of Tenders.
- I.1.2 The Employer is English Heritage. English Heritage is the Government's statutory adviser on the historic environment in England, established by the National Heritage Act 1983. It is concerned with all aspects of England's built and archaeological heritage and works to conserve and enhance the historic environment, broaden public access to heritage and increase people's understanding of the past. Activities include caring for over 400 historic properties and making them accessible to the public; supporting programmes of research and grant-giving; maintaining the National Monuments Record as a national archive of the historic environment; encouraging broader public involvement with heritage. English Heritage is funded in part by the Government and in part from earned revenue and fundraising. In 2010-11 there were £5.2 m visitors to staffed properties.
- I.1.3 You are required to complete and return the Form of Tender together with all appendices attached thereto and all other priced or period or pertinent documents in accordance with the Invitation to Tender.
- I.1.4 The Contract Period will be 26 months commencing 1 February 2012. However, this is subject to our funding agreement with the DCMS and the DfE being renewed. In the first year we have guaranteed funding for £20,000 for evaluation and research to be spent before the end of March 2013. In 2013-14 we have £20,000 allocated to this work and in 2014-14 we have £30,000 allocated. The funding for the project will be reviewed annually in March by the DfE and may be subject to cancellation or change at short notice.
- I.1.5 For additional Information about the contract please contact:

Sandra Stancliffe
Head of Education and Interpretation
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I.2 INSTRUCTIONS AND INFORMATION FOR TENDERERS

- I.2.1 Tenders must be submitted in accordance with these instructions and the other documents in the Invitation to Tender documents (together with all other relevant

- information required to sufficiently describe the Tender fully) not later than the time and date stated in SECTION 1.1.1.
- 1.2.2 Tenders must be enclosed in plain sealed envelopes or package. The envelope must bear no external means by which the Tenderer may be identified.
 - 1.2.3 Tenderers must check that all documents listed in the Invitation to Tender Documents have been received and are complete in all respects. No claims will be considered by English Heritage arising out of failure to study the details contained herein or to obtain such information, and no Tender shall be conditional upon the availability of the labour, equipment, offices or any other facilities required to be provided by the contractor in the performance of the contract.
 - 1.2.4 Tenders received after the date for receipt of Tenders set out in the Invitation to Tender letter or not strictly in accordance with these instructions, may, at the sole discretion of English Heritage, be disregarded and returned.
 - 1.2.5 Tenderers shall bear all their own costs and expense incurred in the preparation and submission of their Tender.
 - 1.2.6 If Tenderers have any queries or requests for further information they must be submitted to the signatory on the Invitation to Tender Letter, in time to enable a considered response, not less than 6 days prior to the date of receipt of Tenders.
 - 1.2.7 No alterations or qualifications to any of the Invitations to Tender documents shall be made unless they have been notified in writing by English Heritage.
 - 1.2.8 English Heritage does not bind itself to accept the lowest or any Tender.
 - 1.2.9 Tenders are to be submitted in triplicate. Tenderers are to mark the original of the documents 'Original'. The remaining sets are to be marked 'Copy'.
 - 1.2.10 Tenderers shall treat the Invitation to Tender documents as confidential and restrict their circulation and distribution on a 'need to know' basis within the Tenderer's organisation. Tenderers shall not disclose their Tender in whole or in part to any third party prior to either the award of the contract by English Heritage or receipt of notification that the Tender has not been accepted as the case may be.
 - 1.2.11 Notwithstanding the terms of the Freedom of Information Act 2000 (see paragraph 18 below), English Heritage will not disclose information submitted with the Tender to any third party; will treat such information as confidential and restrict its circulation on a 'need to know' basis. English Heritage may use basic information, after the award of Tender in notification and debriefing letters to Tenderers.
 - 1.2.12 No Tender or any part of it shall be deemed to have been accepted unless such acceptance shall have been notified to the Tenderer in writing by English Heritage.
 - 1.2.13 Tenders shall remain valid for acceptance for a period of not less than sixty (60) calendar days from the final date for submission of Tenders.
 - 1.2.14 All communications in respect of this Invitation to Tender must be solely with the signatory on this Invitation to Tender. Tenderers are cautioned that any other communications whether or not in writing, shall not form any part of contract and may result in your Tender being disqualified.
 - 1.2.15 The Tenderers are to return, with their Tender such planning information and charts as described in the Invitation to Tender, and (where applicable), this shall be related to the milestones in the Pricing Schedule. This information shall, when agreed with the Contract manager, form part of any contract.
 - 1.2.16 Tenderers are to return with their Tender proof of qualification for all professional staff they propose to use for the execution of the contract.
 - 1.2.17 It is the Tenderer's responsibility to familiarise itself with the work to be performed, contract conditions, location of work, program and all other matters requiring consideration in order that the tender will be firm and comprehensive.

1.2.18 Freedom of Information Act 200

- 1) Public Authorities are committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulation 2004. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. English Heritage may also decide to include certain information on the publication scheme that we maintain under the Act and Regulations.
- 2) If Tenderers consider that any of the information included in their Tender is commercially sensitive, it should be identified and an explanation given (in broad terms) of what harm may result from disclosure if a request is received and the time period applicable to that sensitivity. Please use Section 5.7 of this Invitation to Tender for this purpose.
- 3) Tenderers should be aware that, even if they have indicated that information is commercially sensitive, English Heritage may be required to disclose it under the Act or Regulations if a request is received. Please also note that the receipt of any material marked 'Confidential' or equivalent by the public authority should not be taken to mean that the [public authority accepts any duty of confidence by virtue of that marking. If a request is received, English Heritage may also be required to disclose details of unsuccessful Tenderers.

1.3 INFORMATION TO BE SUBMITTED BY THE CONSULTANT/CONTRACTOR (SELECTION/QUALIFICATION CRITERI) AND TENDER EVALUATION/AWARD CRITERIA

1.3.1 'Regulation 23' Criteria:

For example:

- Rejection or bankruptcy
- Grave professional misconduct
- Convictions of business related offence
- Non-fulfilment of social security and tax obligations etc

(and other criteria as stated in the full text of Regulation 23 of the Public Contracts Regulations 2006)

1.3.2 Financial Standing

- Statement of accounts
- Statement of Turnover for previous three years
- Evidence of professional risk indemnity insurance

1.3.3 Data Security and Research Ethics

The contractor must submit a brief Code of Practice which covers data security, and research ethics for EH approval, paying particular attention to the collection and use of data concerning school children

1.3.4 Technical Capacity/Ability

- Educational/Professional Qualifications
- Similar services provided in the past three years

1.3.5 Compliance with Invitation to Tender Documentation (Rejection if Tender is not compliant with specifications and/or other substantive requirements)

1.3.6 Evaluation Criteria

Contracts will be assessed against the following criteria:

Price – weighting = 35%

Price will be assessed against day rate

Quality – weighting = 65%

Quality will be against the following criteria:

- Demonstrated full understanding of the scale and scope of the project (10%)
- Ability to develop an appropriate robust methodology and provision of an indicative outline approach(10%)
- Provision of detailed indicative timetable for all elements of the project (5%)
- Capacity to meet all required project outputs(5%)

Evidence of technical skills and knowledge in the following areas:

- Evaluating large scale high profile projects against specific outcomes and outputs (5%)
- Planning, conducting, analysing and interpreting evaluation of large complex projects (5%)
- Developing easy to use robust evaluation tools (5%)
- Developing and delivering staff training on evaluation to staff with a wide range of experience, including complete beginners (5%)
- Evaluating with schools and understands of the constraints and opportunities this can present and the data that schools already collect and could make available easily (5%)
- evaluating with children (5%)
- producing high quality written reports (5%)

2. SCOPE

2.1 DETAILED SCOPE

Please see Annex A for a full description of the project

- 2.1.1** In consultation with the Heritage Schools Programme Manager, the Heritage Schools team, and the English Heritage Head of Education, the consultant will be expected to devise and implement a plan for evaluating and reporting of the Heritage Schools programme in order to test the effectiveness of the programme and to make recommendations for changes to improve its efficacy if necessary.
- 2.1.2** Please note that the project evaluations are to be completed by 31 March 2015
- 2.1.3** The scope of the work is only the programmes which are directly delivered by English Heritage, not those which may be delivered by other heritage sector partners. However collaboration and partnership work with other organisations such as BFI, ACE and HLF and their involvement in the programme should be identified and recognised
- 2.1.4** In addition to this evaluation, a separate research brief is being drawn up and a separate programme of academic research with a university partner will be undertaken. The brief is yet to be developed but it could involve the development of pedagogies for learning outside the classroom, the relationship between profile of local heritage on a school curriculum and civic pride, the importance of the inclusion of local heritage on a school curriculum and parental engagement for example. The consultant would be expected to liaise with the research programme and build on any synergies.
- 2.1.5** Note should also be taken of the Natural Connections demonstration project being undertaken by Plymouth University on behalf of Natural England which aims to enable more teachers to get children learning in (rather than about) the natural environment. Natural Connections has a strong research and evaluation focus and opportunities to capitalise on joint research or evaluation should be sought if appropriate. The two projects overlap in aims but also geographically in Bristol.

2.2 REQUIRED OUTPUTS

We anticipate:

- 2.2.1** a start-up meeting with the project manager and meetings with relevant staff
- 2.2.2** a period of desk work, familiarisation with the current work of EH education, and of the Heritage Schools project, developing an understanding of our key priorities and our resources
- 2.2.3** meetings with relevant staff e.g. the Head of Education and Interpretation, the Heritage Schools Programme Manager, the Education Team Leader
- 2.2.4** production of a detailed plan for the evaluation of the Heritage Schools project against project outputs and outcomes (See Annex A) including providing for unexpected outcomes and suggest project management tools where appropriate e.g. for flagging up risks and issues.
- 2.2.5** The contractor should be mindful of the requirement that the evaluation and data collection is not onerous on school staff time (NB The Local Heritage Education Managers appointed for each region will be able to collect data from the schools at key points in the year which would be agreed with the contractor. They would also be able to carry out some aspects of the detailed evaluation described in 5.4 below, notably to assess the degree to which curriculum change has been effected. However, we would expect the contractor to provide advice and guidance on this and to provide specific tools if necessary.)

NB. The Local Heritage Education managers have begun to collect data from the initial 36 schools as per the tables in **Annex C and D**

2.2.6 Specifically the contractor is required to devise tools and methodologies to measure:

- Change in attitudes and values of teachers and pupils regarding built heritage including whether children are proud of where they live
- The degree to which children understand the significance of their local heritage and how it relates to the national story
- Whether there is a change in the confidence of teachers in making effective use of local heritage resources in delivering the curriculum
- The degree to which local historic context is embedded in the school's curriculum at the end of the project
- Whether heritage providers are more connected to the needs of local schools
- The degree to which parents are engaged in their children's learning about local heritage
- Whether communities are more deeply involved in the life of the school at the end of the project
- Whether schools are doing more learning outside the classroom as a result of their involvement
- The degree to which schools are using resources created as part of the project
- The effectiveness of teacher training and CPD

NB The above list is indicative and the successful contractor will be expected to liaise closely with the Heritage Schools team to define the exact criteria to be measured.

2.2.7 production of a monitoring schedule for the Heritage Schools project in conjunction with the Heritage Schools Programme Manager as per the monitoring requirement in our funding agreement (**see Annex B**)

2.2.8 an immediate solution for the collection of baseline data from schools who have already begun their involvement and a proposal to capture this data from schools who are joining in April 2013 – (in order to capture a baseline from schools who are already involved we need to do so before end February 2013)

2.2.9 regular written reports which can be used in monitoring meetings

2.2.10 recommendations for adjustments to the project or changes based on findings of the evaluation (in discussion with the Heritage Schools Programme Manager)

2.2.11 evaluation materials which can be used for advocacy purposes

3. CONDITIONS OF CONTRACT

Contents of section 3:

- 3.1** Definitions and Interpretations
- 3.2** Designated Representatives
- 3.3** Assignment and Sub-Contracting
- 3.4** Relationship of Parties
- 3.5** Quality of Services
- 3.6** Data and Other Materials Supplied by English Heritage
- 3.7** Rate of Progress/Completion
- 3.8** Consultant's Personnel
- 3.9** Variations
- 3.10** Termination
- 3.11** Payment
- 3.12** Indemnity
- 3.13** Insurance
- 3.14** Intellectual Property
- 3.15** Return of English Heritage's Property
- 3.16** Liens
- 3.17** Publicity
- 3.18** Confidentiality
- 3.19** Audit Access
- 3.20** Laws, Regulations and Bye-laws
- 3.21** Commission/Commercial Interests
- 3.22** Waiver
- 3.23** Governing Law
- 3.24** Notices
- 3.25** Health and Safety
- 3.26** Entirety
- 3.27** Rights of Third Parties
- 3.28** Data Protection
- 3.29** Freedom of Information
- 3.30** Right to Publish
- 3.31** Biodiversity
- 3.32** Survival

3.1 DEFINITIONS AND INTERPRETATIONS

(a) For the purpose of the Contract except where expressly stated to the contrary, the following words beginning with capitals shall have the following meanings:-

English Heritage means the Historic Buildings and Monuments Commission and includes its successors and assignees.

Confidential Information means any information which has been designated as confidential by either party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and commercially sensitive information.

Consultant means the person, firm or company awarded the Contract by English Heritage and includes the Consultant's legal personal representatives, successors and permitted assignees.

Contract means the documents described in the Form of Tender as forming the Contract together with the documents described as forming the Contract in English Heritage's written notification to the Consultant of the award of the Contract and these terms.

Contract Price means the sum to be paid by English Heritage to the Consultant calculated in accordance with the prices and/or rates detailed under the Contract.

Data means all data processed by the Consultant or provided to the Consultant for processing as part of the Services to be provided by the Consultant to English Heritage together with all information and records generated during the course of the Consultant providing such Services. This includes without limitation, all designs, models, drawings, prints, samples, transparencies, specifications, data, reports, manuscripts, working notes, documentation, materials, manuals, photographs, negatives, tapes, discs, films, digital media, software or any other similar items.

Environmental Information Regulations means the Environmental Information Regulations 2004.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation. Information has the meaning given under section 84 of the Freedom of Information Act 2000. Requests for Information shall have the meaning set out in the FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access to Government Information (2nd Edition).

Scope means the description of the activities to be performed by the Consultant in accordance with the Contract and any modification thereof as may from time to time be provided or approved in writing to the Consultant by English Heritage.

Services means the carrying out of the Scope as required under the Contract including, but not limited to, the provision by the Consultant of all necessary resources including personnel. Site means the place or places where the Services or any part thereof are to be performed.

(b) The terms defined under Clause 1(a) shall include the singular and the plural as the context requires.

3.2. DESIGNATED REPRESENTATIVES

(a) English Heritage may by written notice to the Consultant appoint a contract manager (the "Contract Manager") who shall have the authority to act on behalf of English Heritage on such matters in connection with the Contract as shall be specified in such notice. English Heritage may by further notice to the Consultant revoke or amend the authority of the Contract Manager or appoint a new Contract Manager.

(b) Subject to any limitations specified by English Heritage in the notice given pursuant to Clause 2(a) the Contract Manager may from time to time by notice to the Consultant delegate all or any part of his authority to an assistant or assistants (the "Contract Manager's Assistant"). The Contract Manager may by further notice to the Consultant revoke or amend the delegated authority of any Contract Manager's Assistant or appoint a new Contract Manager's Assistant.

(c) The Consultant shall by notice to English Heritage appoint a representative (the "Consultant's Representative") who shall have authority to act on behalf of the Consultant in all matters in connection with the Contract.

3.3 ASSIGNMENT AND SUB-CONTRACTING

(a) (i) The Consultant shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of English Heritage.

(ii) English Heritage may assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein subject to providing notice of any such assignment or transfer to the Consultant.

(b) (i) The Consultant shall not sub-contract the whole or any part of the Services without the prior written consent of English Heritage. If such consent is given it shall not relieve the Consultant from any liability or obligation under the Contract and the Consultant shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, its agents or servants as fully as if they were the acts, omissions, defaults or negligence of the Consultant.

(ii) If consent is granted by English Heritage under Clause 3(b)(i) the Consultant shall ensure that all duties and obligations the Consultant has under the Contract shall be included to the extent that they may be relevant to those Services being sub-contracted by the Consultant in any Contract that the

Consultant enters into with any sub-contractor.

3.4 RELATIONSHIP OF PARTIES

(a) The Consultant's status shall be that of an independent Consultant and the relationship of the parties shall not be that of principal and agent or employer and employee.

(b) The Consultant hereby agrees to indemnify English Heritage against all costs, actions, claims, demands, penalties and liabilities incurred in respect of or arising in connection with any tax, National Insurance or similar impost or other payment of a fiscal nature which may be found due from English Heritage in respect of the appointment of the Consultant and the payment of fees by English Heritage under the Contract.

3.5 QUALITY OF THE SERVICES

(a) The Services shall be carried out in accordance with the Contract and to the satisfaction of the Contract Manager and the Consultant shall use the highest standards of skill and care which is ordinarily exercised by experienced and competent Consultants carrying out services of a similar nature and Scope to the Services.

(b) Notwithstanding that the Services or any part thereof have been the subject of any instruction, review, approval, acknowledgement or inspection, the Consultant shall not be relieved from any liability or obligation under the Contract.

(c) If English Heritage notifies the Consultant of any deficiency in the Services, the Consultant shall, without prejudice to English Heritage's other rights and remedies, promptly remedy the deficiency in the Services as required by English Heritage. All costs of such remedy shall be borne by the Consultant. If the Consultant fails to remedy the deficiency promptly in accordance with English Heritage's notice,

English Heritage may without prejudice to any other remedy terminate the Contract in accordance with clause 10(e)(i), or remedy or cause to be remedied any deficiency at the Consultant's cost.

3.6 DATA AND OTHER MATERIALS SUPPLIED BY ENGLISH HERITAGE

(a) The Consultant shall promptly notify English Heritage if it considers that Data supplied by English Heritage is insufficient or if there are any important inconsistencies in any Data supplied by English Heritage. English Heritage will then instruct the Consultant within 7 days whether the Data is to stand, be amended, supplemented or withdrawn, and what action is required of the Consultant. Any such instruction to amend, supplement or withdraw shall be deemed to be a variation in accordance with clause 9 (Variations).

(b) The Consultant will take every reasonable precaution to safeguard all property of English Heritage of whatever nature entrusted to its custody or control

3.7 RATE OF PROGRESS/COMPLETION

The Consultant shall carry out and complete the Services within the period (if any) listed in the Contract and, where applicable, in accordance with any programme which has been agreed by English Heritage. The Consultant shall, if required by English Heritage, take such steps as may be necessary and as English Heritage may approve to remedy or mitigate any delay, including revision of the programme.

3.8 CONSULTANT'S PERSONNEL/ORGANISATION

- (a) The Consultant shall provide all personnel necessary to carry out the Services. On completion of the part or parts of the Services assigned to each member of the Consultant's personnel, the Consultant shall immediately remove such person from the Services unless otherwise requested by English Heritage.
- (b) The Consultant shall assign to the Services for the duration of the Contract only such personnel as are qualified, skilled and experienced in their several professions, trades and calling.
- (c) The Consultant shall use its best endeavours to ensure that the personnel it has assigned to the Services continue in the functions and responsibilities to which they are initially assigned for as long as is necessary to achieve completion of the Services. English Heritage reserve the right to terminate the Contract in accordance with clause 10(e) if any of the Consultants key personnel as named in the Contract (if any) are removed from the Contract.
- (d) If English Heritage shall at any time be dissatisfied for any reason with the performance of any person engaged in the carrying out of the Services, the Consultant shall, if English Heritage so requires cease to engage such person in the carrying out of the Services and promptly provide a suitable substitute at no additional cost to English Heritage.
- (e) Unless previously provided the Consultant shall as soon as reasonably practicable prior to the carrying out of the Services provide English Heritage with a written list of the personnel it proposes to use together with a written profile thereof. Following receipt of such list English Heritage may for any reason veto the selection of any person proposed by the Consultant for the carrying out of the Services.
- (f) The Consultant shall inform English Heritage in writing of any change in its status, structure, organisation, or in the case of a limited company, control of that company.

3.9 VARIATIONS

- (a) English Heritage may from time to time during the performance of the Services vary the Scope. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind or changes in any specified sequence, method or timing of the Services.
- (b) If the Consultant considers that any directions given under 9(a) above vary the Scope and/or will then or later justify a change to the Contract Price, the Consultant shall promptly notify English Heritage giving details thereof.
- (c) Any adjustment to the Contract Price shall be determined in accordance with the rates/prices specified in the Contract (if applicable). If the Contract shall not contain such rates/prices then reasonable rates/prices shall be agreed by the parties and the Consultant shall provide whatever supporting evidence English Heritage may reasonably require to enable such reasonable rates/prices to be determined.
- (d) If:-
 - (i) following receipt of notice under Clause 9(b) English Heritage does not agree that its directions vary the Scope or will reduce or increase the Contract Price, or
 - (ii) reasonable rates/prices are not agreed between English Heritage and the Consultant under

Clause 9(c), English Heritage shall determine the Scope and rates and/or prices and notify the Consultant in writing of its reasons. Notwithstanding such disagreement the Consultant shall, unless otherwise notified by English Heritage, carry out such variations.

(e) The Consultant shall when carrying out such variations be bound by the Contract.

3.10 POSTPONEMENT/TERMINATION

(a) English Heritage may, at its sole discretion, by written notice to the Consultant, suspend the Services until further notice to recommence is given to the Consultant in writing. The date of such notice shall be the "date of postponement".

(b) In the event of a suspension under clause 10(a) the Consultant shall be entitled to be paid for the Services properly executed prior to the date of postponement subject to the following:

(i) Such payments shall be at the fees, rates or prices detailed in the Contract.

(ii) Partially completed Services covered by a fee shall be agreed on a pro-rata basis on the basis of the amount of work carried out against that fee.

(iii) No payment shall be due for parts of the Services not carried out by the Consultant.

(c) If English Heritage instructs the Consultant to re-commence the Services within six months of the date of postponement, any payments made under clause 10(b) shall be deemed to be on account of the total sums payable in accordance with the Contract. In this event the date for completion of the Services shall be extended by a period corresponding to the period of postponement, and the fees and rates detailed in the Contract shall apply to the remainder of the Services.

(d) If English Heritage has not instructed the Consultant to recommence the Services within six months from the date of postponement, the Contract shall be deemed to be terminated in accordance with clause 10(g).

(e) Either party may terminate the execution of all or any part of the Services forthwith if:-

(i) notice has been given to the other party of a substantial or persistent breach and the party receiving such notice has failed to remedy such breach within the period of 14 days after such notice.

(ii) the other party:-

either becomes or threatens to become bankrupt or insolvent or is adjudicated bankrupt or insolvent by a court of competent jurisdiction in its country of incorporation; or

has a body or person (including, but not limited to, a liquidator, administrative or other receiver or manager) appointed to manage its affairs or assets or its undertakings on behalf of its creditors, members or a court of competent jurisdiction; or issues a notice proposing that it be wound up or passes a resolution for its winding up; or

ceases to carry on all or substantially all of its business or is unable to pay its debts as defined in accordance with relevant legislation (in the case of a company incorporated in England and Wales, within the meaning of Section 123 of the Insolvency Act 1986) including any amendments and re-enactments thereof.

(f) If English Heritage terminates all of the Services:

(i) under Clauses 10(e) or 10(g) the Consultant shall if so required by English Heritage immediately vacate the Site of English Heritage.

(ii) under Clause 10(e) only but without prejudice to any other rights of English Heritage, the Consultant shall be liable for any additional cost over and above the Contract Price incurred by English Heritage in completing the Services. English Heritage may deduct such additional cost from amounts (if any) as are due to the Consultant or otherwise recover such cost as a debt due from the Consultant.

(g) Without prejudice to the rights of English Heritage to terminate the execution of all or any part of the Services under Clause 10(e), English Heritage may for any other reason

whatsoever terminate all or any part of the Services at any time by giving not less than 14 days notice to the Consultant and specifying the date from which termination shall be effective. In such event English Heritage shall make reasonable payment to the Consultant for those Services terminated but performed prior to the date of termination and any approved additional costs necessarily and reasonably incurred by the Consultant as a direct result of such termination.

(h) Any sums recoverable by the Consultant under Clauses 10(g) shall not exceed the Contract Price.

3.11 PAYMENT

(a) The Consultant shall submit to English Heritage at the address stated in the Contract at the times and in the manner specified in the Contract, a detailed priced invoice in accordance with the Contract. The invoice(s) shall not be submitted more frequently than monthly, shall only be in respect of Services carried out and shall show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules.

(b) Unless otherwise specified in the Contract, payment of the Contract Price or part thereof shall be made within 30 (thirty) days of receipt by English Heritage of the Consultant's invoice and appropriate supporting information in respect of Services properly carried out. Payment shall not operate as a waiver of any of English Heritage's rights under the Contract.

(c) Where the Consultant enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a subcontract which requires payment to be made of all sums due by the Consultant to the sub-contractor within a specified period not exceeding 30 (thirty) days from receipt of a valid invoice.

(d) All sums payable under the Contract shall be exclusive of Value Added Tax which must be submitted on a VAT invoice where appropriate. English Heritage shall pay to the Consultant all Value Added Tax properly chargeable in respect of the Services, provided that the Consultant gives English Heritage a valid tax invoice in accordance with relevant legislation. The Consultant shall pay all other taxes arising under the Contract.

(e) English Heritage shall unless otherwise specified in the Contract make payment in Pounds Sterling.

3.12 INDEMNITY

(a) The Consultant shall keep English Heritage indemnified in full and on demand against all liability, loss, proceedings, demands, damages, costs and expenses (including without limitation legal and other professional advisor's fee) and all economic and consequential loss whether direct or indirect (including without limitation any loss of profit, future revenue, reputation or goodwill and anticipated savings) awarded against or incurred or suffered or agreed to be paid on settlement by English Heritage as a result of any of the events listed below:

i) any claims for infringement of any intellectual property rights of any third party by reason of the use or purchase by English Heritage of the Services save to the extent the same have been supplied in accordance with specifications or designs of English Heritage and against all costs, losses, damages and expenses which English Heritage may suffer or incur as a result (directly or indirectly) of any claims for any such infringement;

ii) any royalties being payable to any third party in respect of the Services or their use by English Heritage.

iii) any breach of the Consultant's warranty in clause 5 above or any other warranty whether express or implied by statute or otherwise;

- iv) any other breach of the Contract by the Consultant, its employees, agents or sub-contractors (including any failure to comply with any provision as to time) or any defect in the Services for which the Consultant is responsible;
- v) any actions, proceedings, claims, and demands by any person, persons or corporation in respect of any damage to property or injury to or death of persons arising out of or in connection with the execution of the Contract by the Consultant or the Consultants sub-contractors on English Heritage's premises provided always that nothing herein contained shall render the Consultant liable for any damage to property or injury to or death of any person which arises by reason of the negligence of English Heritage its employees or agents;
- vi) arising from the use or operation of any of English Heritage's property whilst it is in the Consultant's possession or control ; and / or
- vii) any loss or damage to any English Heritage's property whilst it is in the Consultants possession or control.

3.13 INSURANCE

- (a) The Consultant shall effect and maintain and shall require its sub-contractors to effect and maintain throughout the duration of the Contract insurance policies with insurers under forms of policies satisfactory to English Heritage which shall include, but not be limited to, the types and amounts set out in Clause 13(d). Save for professional indemnity insurance referred to in clause 13(d)(iii) policies shall contain a waiver of subrogation rights in favour of English Heritage which reflect the provisions of Clause 12. The Consultant shall bear any and all excesses, deductibles or franchises incorporated therein.
- (b) The Consultant shall provide English Heritage with certificates of insurance within fifteen (15) days of award of Contract. Failure to provide such Certificates may be taken by English Heritage to indicate that the Consultant has failed to meet its obligations to provide the insurance cover required under the Contract. The Consultant shall also provide English Heritage with updated Certificates on the renewal anniversary of any policies required hereunder.
- (c) The Consultant shall give immediate written notice to English Heritage and all insured parties in the event of cancellation or material change which may affect English Heritage's or any insured party's interest.
- (d) The insurance policies referred to in Clause 13(a) are:-
 - (i) insurance in accordance with workman's compensation and occupational disease laws and employer's liability insurance for an amount of not less than £5,000,000 (five million pounds) per occurrence or series of occurrences arising from the one event, which shall comply with all applicable laws. Such insurance shall cover all employees of the Consultant or the sub-contractor engaged in the performance of the Consultant's obligations under the Contract and shall contain an indemnity to principals clause.
 - (ii) general third party insurance with a combined bodily injury and property damage limit of not less than £5,000,000 (five million pounds) or such other sum as may be specified by English Heritage per occurrence or series of occurrences arising from the one event. Such insurance shall contain an indemnity to principals clause.
 - (iii) Professional Indemnity insurance with an insurer of repute in respect of the Consultant's business generally. The Consultant must notify English Heritage immediately any such insurance ceases to be available at commercially reasonable rates, in order that English Heritage and the Consultant may discuss the best means of protecting their respective positions in this circumstance. Such insurance must be maintained for six years following completion of the Services.

3.14 INTELLECTUAL PROPERTY

- (a) All patents, copyright, design rights and other intellectual property and proprietary rights ("IP Rights") in all Data prepared or supplied by English Heritage to the Consultant shall remain the property of English Heritage.
- (b) All "IP Rights" in all Data prepared or developed by the Consultant under or in connection with the Contract are hereby assigned to and shall vest in English Heritage free from any encumbrance and with full title guarantee.
- (c) This clause 14 shall operate as an assignment of any future copyright or future design right within the meanings of section 91 and 223 respectively of the Copyright Designs and Patents Act 1988.
- (d) The Consultant shall disclose to English Heritage all inventions which the Consultant or the Consultant's personnel may make in the performance of the Services and which are wholly or substantially based on concepts or Data developed or supplied by English Heritage. All "IP Rights" to such inventions shall vest in English Heritage.
- (e) The Consultant shall execute all documents and perform such acts as may be reasonably necessary to enable English Heritage to obtain and/or maintain all "IP Rights" and perfect its title to any inventions referred to in Clause 14(d) and all Data referred to in Clause 14(b).
- (f) The Consultant shall ensure that all "IP Rights" in all Data prepared or developed by any third party under or in connection with the Contract, including permitted sub-Contractors under Clause 3(b)(ii), shall become vested in English Heritage.
- (g) In respect of any "IP Rights" vested in any third party supplied but not prepared or developed under or in connection with the Contract, the Consultant shall notify English Heritage of the same and shall obtain from such third party (at no cost and expense to English Heritage) such permission, waiver or licence as may be necessary to enable the Services to be performed and completed and/or the Data used, copied or modified by either English Heritage or by any third party whom English Heritage has authorised both during and after completion of the Contract.
- (h) The Consultant waives, and shall procure from any third party the waiver of, the exercise against English Heritage of all moral rights in Data that are or become vested in the Consultant and/or any third party.

3.15 RETURN OF ENGLISH HERITAGE'S PROPERTY

Upon completion or termination of the Services or earlier upon receipt by the Consultant of English Heritage's notice requiring the Consultant so to do the Consultant shall send all property of English Heritage to English Heritage and in the case of Data, referred to in Clause 14 the Contractor shall, at English Heritage's option, either destroy or send back such Data.

3.16 LIENS

The Consultant shall protect and hold all property and intellectual property of English Heritage free from all liens, charges and other encumbrances.

3.17 PUBLICITY

The Consultant shall obtain written approval from English Heritage prior to taking photographs or making publicity releases or announcements including advertisements regarding either the Contract or the activities of the Consultant related to its participation in the Contract. The Consultant shall not either during the Contract or at any time after termination (however arising) issue or publish or cause to be issued or published any comment or statement or make any use or allow any use of any trademarks, brands, or logos owned by English Heritage without first obtaining the written approval of English Heritage.

3.18 CONFIDENTIALITY

- (a) The Consultant shall keep confidential all information connected with the business of English Heritage or which comes to the Consultant's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except:-
 - (i) with the prior written agreement of English Heritage; or
 - (ii) by requirement of law
- (b) The provisions of Clause 18(a) shall not apply to such information if it is:-
 - (i) in the public domain otherwise than by failure of the Consultant to comply with Clause 18(a), or
 - (ii) in the possession of the Consultant before these confidentiality obligations came into effect, or
 - (iii) obtained from a third party who is free to disclose the same
- (c) If the Consultant enters or has entered into a separate confidentiality agreement with English Heritage, the terms of such confidentiality agreement shall take precedence over this Clause 18.
- (d) The Consultant shall ensure that the terms of this clause are known to and complied with by its employees and sub-contractors and shall provide to English Heritage a declaration to this effect within 7 days of the award of the Contract.

3.19 AUDIT ACCESS

The Consultant shall maintain accurate records relevant to the Contract and shall permit English Heritage or its authorised personnel and/or agents access at all reasonable times to such records and the Site.

3.20 LAWS REGULATIONS AND BYE-LAWS

- (a) The Consultant shall observe and comply with all statutes and regulations together with any bye-laws and regulations of local, statutory and other authorities applicable to the Services.
- (b) The Consultant shall observe any rules of English Heritage applicable to the Site of English Heritage.

3.21 COMMISSION/COMMERCIAL INTERESTS

- (a) The Consultant shall not without the prior written approval of English Heritage accept any commission or any other payment from tenderers, contractors, vendors or any party (other than English Heritage) concerned with the Services.
- (b) The Consultant shall report to English Heritage any commercial interests held by the partners/principals/associates of the Consultant in any company who may be connected in any way with the Contract or English Heritage's intentions in respect of the Contract.
- (c) The Consultant shall in no circumstances carry out work where a conflict of interest may be inferred. Any potential conflicts of interest shall be reported in writing to English Heritage for consideration as to whether the Consultant may continue with the Scope.

3.22 WAIVER

- (a) The Contract shall not be waived in whole or in part except where agreed by both parties in writing.
- (b) The non-enforcement of any of the terms of the Contract by either party shall not be construed as a waiver of any of that party's other rights.

3.23 GOVERNING LAW

The Contract shall be governed by and construed in accordance with English Law. In respect of any dispute under or arising out of the Contract, English Heritage and the Consultant hereby agree to submit to the exclusive jurisdiction of the English Courts.

3. 24 NOTICES

All notices shall be given in writing and be delivered by hand or by telex, facsimile or recorded delivery post to the address of the relevant party as stated herein or to any subsequently notified address. Any notice sent by telex or facsimile shall be deemed to have been served at the time of transmission. A notice sent by post shall be deemed to have been served the next working day after posting.

3.25 HEALTH & SAFETY

(a) The Consultant shall comply with the Health and Safety at Work Act 1994 and the following provisions of this clause in addition to any other requirements of the Contract concerning health and safety and nothing in this clause shall derogate from the obligations of the Consultant to comply with its statutory responsibilities insofar as they relate to the Services.

(b) The Consultant shall in relation to all persons affected or likely to be affected by the performance of the Services take such steps as are reasonably practicable to ensure their health and safety.

(c) The Consultant shall use the best practicable means to prevent noxious or offensive emissions while in the course of performing the Services and shall render harmless and inoffensive such emissions that cannot be prevented.

(d) The Consultant shall carry out such tests and examinations of equipment, plant, materials as may be necessary to ensure the health and safety of anyone who is in, or is likely to come into, contact with or otherwise be affected by the use of such items.

(e) The Consultant shall give English Heritage notice in writing within a reasonable time prior to the removal from and/or the delivery to the Site of anything which is toxic or explosive or otherwise hazardous to the health or safety of persons or property. The notice shall identify the hazard(s) and give full details of the precautions to be taken when using, handling or otherwise coming into contact with such thing together with details of the safe manner of use, handling, transport and storage. The Consultant shall also ensure that at the time of removal and/or delivery every such thing is suitably packed and is identified on the outside as hazardous.

(f) The Consultant shall make available for inspection to English Heritage at all times all registers, records and any other documentation concerning health and safety (including the provisions of the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 1995) and relating to the Services.

(g) The Consultant shall send to English Heritage a copy of every notice or other communication received from or sent to any person or body concerning health safety matters and relating to the Services.

(h) The Consultant shall ensure that all sub-contractors comply with the provisions of this clause.

3. 26 ENTIRETY

(a) The Contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or

understanding of any kind or nature not set forth in the Contract and no amendment to the Contract, other than variations to the Scope in accordance with Clause 9, shall be binding on either party unless in writing and signed by an authorised representative of each party. Nothing in this clause shall prevent either party claiming from the other for fraudulent misrepresentations.

(b) If any provision of the Contract is ruled to be invalid for any reason, that invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.

3.27 RIGHTS OF THIRD PARTIES

(a) A person who is not party to this agreement shall not have any rights under or in connection with it by virtue of the contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted by this Clause 27 but this does not affect any right or remedy of third party which exists, or is available, apart from the Act.

(b) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not party to this agreement.

(c) The Supplier agrees that the Secretary of State for Culture, Media and Sport shall be entitled to the benefit of the contractual obligations of the Supplier as set out in clauses 3, 5, 6, 12, 13, 14, 15, 16, 17 and 18 (and any variation to those clauses that may be agreed from time to time) as if references therein to English Heritage were references also to the Secretary of State for Culture, Media and Sport in addition to and separate to the obligations owed by the Supplier to English Heritage under those clauses.

3.28 DATA PROTECTION

(a) The Contractor / Consultant shall :

(i) only act on English Heritage's instructions in relation to Data that is or includes personal data within the meaning of the Data Protection Act 1998;

(ii) operate sufficient and appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such Data and against accidental loss or destruction of, or damage to, the Data ; and

(iii) comply with all obligations imposed on it under the Data Protection Act 1998 ;

(iv) provide evidence to English Heritage on request of the technical and organisational measures the Contractor / Consultant has taken to comply with its obligations under this clause.

3.29. FREEDOM OF INFORMATION

(a) The Consultant acknowledges that English Heritage is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with English Heritage (at the Consultant's expense) to enable them to comply with these Information disclosure requirements.

(b) The Consultant shall procure that its sub-contractors shall:

(i) transfer the Request for Information to the Consultant as soon as practicable after receipt and in any event within 2 working days of receiving a Request for Information;

(ii) provide English Heritage with a copy of all Information in its possession or power in the form that they require within 5 working days (or such other period as they may specify) of the request for that Information; and

(iii) provide all necessary assistance as reasonably requested by English Heritage to enable them to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

(c) English Heritage shall be responsible for determining at its absolute discretion whether:-

- (i) the Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;
- (ii) the Information is to be disclosed in response to a Request for Information, and in no event shall the Consultant respond directly to a Request for Information unless expressly authorised to do so by English Heritage
- (d) The Consultant acknowledges that English Heritage may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-
 - (i) without consulting with the Consultant, or
 - (ii) following consultation with the Consultant and having taken the Consultant's views into account.
- (e) The Consultant shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit English Heritage to inspect such records as requested from time to time.
- (f) The Consultant acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that English Heritage may nevertheless be obliged to disclose Confidential Information in accordance with Clause 29 (d).

3.30 RIGHT TO PUBLISH

- (a) The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. English Heritage shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- (b) Notwithstanding any other term of this Contract, the Consultant hereby gives his consent for English Heritage to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

3.31. BIODIVERSITY

The Contractor must take all reasonable steps to minimise and where possible avoid adverse impacts on the environment when performing the contract and to take all reasonable steps to restore, maintain and enhance biodiversity on English Heritage's estate or any related third party estate.

3.32. SURVIVAL

The provisions of clauses 4, 12, 14, 15, 17, 18, 19, 27, 28, 29 and 30 shall survive the expiry or termination of the Contract however arising.

4. FORM OF TENDER

Date:

To:

Dear,

- I. We hereby offer to undertake to provide the consultancy in accordance with:
 - a. The Invitation to Tender Documents, including the conditions of Contract for Heritage Schools Project Evaluation Dated:
 - b. Our Tender and your acceptance thereof...
 - c. Any amendments to any of the aforementioned documents notified in writing by English Heritage (Refs.).
 - d. This form of Tender and appendices.
 - e. Section 2 of the Invitation to Tender (Scope).
 - f. Our Freedom of Information Act Statement.

For the Rates/Prices as stated in the Pricing Schedule, or such Rate and Prices as may be determined in accordance with the contract.

2. We agree to abide by this Tender for the validity of sixty (60) days from the final date of submission of Tenders and that will remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and from until a formal agreement is prepared and executed, this Tender, together with your written acceptance of thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the Contract agreements.
4. We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any monies expended by us in tendering or negotiation of any contract.
5. We confirm that the contents of our Tender have not been agreed or arranged with any prospective competitor or trade association and will not be communicated to any third party.

DATED

SIGNED

27/11/2012

STATUS

ON BEHALF OF

ADDRESS

TEL NO

E-MAIL

5.1 PRICING SCHEDULE AND NOTES ON PRICING

5.1.1 The budget plan for evaluation is as follows:

- Year 1 (until 31 March 2013): **£20,000** to cover all start-up costs, establishing frameworks and tools, processes and procedures, baseline data collection and end of year report
- Year 2: (1 April 2013 – 31 March 2014): **£20,000** to cover data collection, analysis, interpretation, recommendations and reports
- Year 3: (1 April 2014 – 31 March 2015): **£30,000** to cover data collection, analysis, interpretation, recommendations and reports, including comprehensive final project report to be produced with the Heritage Schools Programme Manager

5.1.2 All sums and rates shall be fixed for the contract term and fully inclusive of all charges, supervision, preliminary costs, payroll costs and out of pocket expenses (excluding overnight stays, see below), of all kinds including printing costs, telephone calls and travel/subsistence expenses necessary for the completion of the Services.

5.1.3 Expenditure against any of the provisional sums and rates shall be agreed in advance with the Contract Manager. The Consultant/Contractor shall not be paid for any such costs howsoever incurred without such approval.

5.1.4 Where the Consultant/Contractor necessarily in the course of the contract is required to stay overnight, then the costs shall be included in the tendered prices. Charges shall only be made for additional overnight stays when agreed in advance with the Contract Manager. Payment for additional overnight expenses shall only be against valid receipts/invoices and shall not exceed the sums stated in the Pricing Schedule.

5.1.5 The number of meetings and hours identified in the schedule below is for comparison purposes only. The actual numbers shall be agreed with the Contract Manager. The fee stated in the pricing schedule is only for additional meetings convened at the request of the Contract Manager over and above those which would be reasonably necessary to complete Services.

5.1.6 Unless otherwise agreed, the Consultant/Contractor shall only be entitled to invoice for completed activities as identified on the Schedule of Prices.

5.1.7 Invoices shall be submitted in the manner and times agreed with the Contract Manager, and those invoices which include time charges shall be accompanied by completed standard English Heritage timesheets (if applicable).

5.1.8 Charges to be made against sub-contract provisional sums shall be agreed in advance with the Contract Manager, and shall wherever possible be obtained by competitive tendering. It is incumbent on the Consultant/Contractor to strive to obtain the best value for money on behalf of the English Heritage. The Contract Manager reserves the right to commission these elements of work directly, should he be in a position to obtain a more economic contract.

5.1.9 Additional rates/prices and provisional sums shall only be expended at the instruction of the Contract Manager. These rates, prices and sums are intended to apply only to additional work to that identified in the Scope of Work/Services/Supplies. The application of these rates will only be applicable to variations issued under clause 9 of the Conditions of Contract.

5.1.10 When required by English Heritage payments under the Contract will be through the Visa Purchasing Card (VPC) and the Consultant's/Contractor's accounting system and

must be fully compatible with this method of payment. If you have any queries about the way the system works please contact English Heritage's Purchasing Card Manager to discuss (Tel: 020 7973 3356).

5.1.1.1 Example pricing schedule

Item	Description		Rate/Price (Specify)
1.	Scope/Specification Item No (may be pro-rata'd)	(lump sum)	£
2.	Scope/Specification Item No (against milestone)	(lump sum)	£
3.	Scope/Specification Item No (against dates)	(lump sum)	£
4.	Attendance at [*] meetings at site	(lump sum)	£
5.	Attendance at [*] meetings at English Heritage Offices	(lump sum)	£
		Sub-Total	£
6.	Sub-contracts/Provisional Sums		
a.	(specify sub contract)	(net cost)	
b.	(specify sub contract)	(net cost)	
c.	(specify sub contract)	(net cost)	
	Consultant's percentage for overheads and profit	%	
		Sub-Total	£
d.	(specify provisional sum)	[*] days	@ [] (per day)
e.	(specify provisional sum)	[*] days	@ [] (per day)
		Sub-Total	£
7	Additional Work Provisional Sums/Rates (all inclusive)		
a.	Consultant	[*] hours @ £ per hour	(sum)
b.	Associate	[*] hours @ £ per hour	(sum)
c.	Prov. Sum for 12 additional copies of report (£500 say)		
		Sub-Total	£
8	Overnight Stays		
a.	Provisional No. of nights	[*] @ £ per night	
		Sub-Total	£
		TOTAL (excluding VAT)	£
		(Transfer to Form of Tender)	

6. INFORMATION

Information should be supplied by Tenderer. Please insert here or enclose separately, indicating here that you have done this.

6.1 Main Participating Organisations:

List here the name and addresses of:

- a) The company which will be financially responsible for the contract/order.
- a) The company which will be responsible for the execution of the contract (if different from (a))
- b) The company which is the ultimate holding company if different from (a) or (b).

6.2 Tenderer's Management Structure:

6.3 Tenderer's Proposed personnel and Liaison for the Execution of the Contract:

6.4 Tenderer's Banking Details:

- Name and address of your Bank

Other details required for BACs Payment:

- Account Name
- Account Number
- Sort Code

6.5 Documents to be returned with Tender (checklist)

In addition to the Form of tender (section 4 page 21) and information in sections 6.1- 6.4 above and 6.6 below above we require in summary:

1. Information pertinent to Regulation 23 criteria (section 1.3.1 page 5)
2. Information regarding financial standing (section 1.3.2 page 5)
3. A statement on data security/research ethics (section 1.3.3 page 5)
4. Evidence of technical capability (section 1.3.4 page 5)
5. Evidence of ability to comply with the evaluation criteria and scope (section 1.3.6 page 6)
6. Pricing schedule (section 5.1.11 page 24)

(continue list as you see necessary)

Signed Name

For and on behalf of

Dated

6.6 Freedom of Information Statement

I confirm that I have read and understood paragraph 18 of the Instructions and Information for Tenderers (section 1.3).

I would like the following parts of my Tender/proposal to be considered commercially sensitive information: (Please list clearly)

Disclosure of this information may be detrimental to the conduct of my company's business activities for the following reason:

I require that this information be considered as confidential for years.

I understand English Heritage may have to release this information if required to do so by law.

Signed

For and on behalf of

.....

Dated

Tenders should be returned in triplicate in a plain sealed envelope with no identifying features to:

Sandra Stancliffe
English Heritage
29 Queen's Square
Bristol
BS42EY

By 1700 hours on 18th December 2012.

One copy of the tender should be marked original. Two further copies should be marked 'copy'.

Annex A - Heritage Schools Project Description, Outputs and Outcomes

Heritage Schools is programme to ensure school children develop an understanding of their local heritage and its significance

Outcomes

- Children are proud of where they live
- Children understand their local heritage and how it relates to the national story
- Teachers are more confident in making effective use of local heritage resources in delivering the curriculum
- Local historic context is embedded in the school's curriculum
- Heritage providers are more connected to the needs of local schools
- Parents are engaged in their children's learning
- Communities are more deeply involved in the life of the school

Heritage Schools describes a new model for ensuring that children grow up with a sense of real pride in their local area founded on a deep understanding of its heritage and its place in the national story.

The context

Many teachers do not live in, or are not from the areas surrounding the schools in which they teach. With the many conflicting demands on their time it is no wonder they sometimes struggle to develop a curriculum which reaches its full potential to embed local heritage and to connect national stories to local children. Many teachers responsible for developing parts of the curriculum which could explore local heritage are not subject specialists, and although heritage is about far more than history, inevitably it falls to the history co-ordinator to oversee this. If that person does not have a background in local heritage it can be a real challenge to know what would be useful to explore and what resources and providers would provide worthwhile learning experiences. Simply knowing what is available can be a challenge. This is especially significant at primary level but while there are many brilliant secondary history specialists, other schools struggle to enable much learning outside the classroom or to develop a local context for key curriculum themes. There are of course many fantastic local museums which do a brilliant job but museums are not the only sources of or providers of local heritage. Heritage is to be found in the housing estates, high streets, parks, landscapes, places of worship and business parks. Many children miss out and grow up disconnected from their heritage, with no sense of how it fits into the national story. As it is confirmed that history will remain a compulsory part of the curriculum at primary level it is even more important that children's early experience of history is meaningful and relevant.

Many schools of course do use museums and heritage sites as destinations for 'trips'. This is valuable and important, but in times of budget pressures 'trips' are often the first casualties. Often these trips are the only chance children have to engage with real history and heritage but they are one-off experiences and seen as somehow additional to the core learning experience. They often do not connect national events to their local context. Making more effective use of the resources on the doorstep of the school, including local built heritage, whether that is in an historic quarter or a new estate, in a city or the countryside, would enable an approach which is regular, sustained, joined up and progressive. It would reach much deeper than a one-off trip.

'Heritage schools' reconnects children with their local heritage and gives them a sense of place and a pride in their locality.

The model

Local Heritage Education Managers will work across clusters of schools to advise and support teachers in the design and delivery of the curriculum. It will become embedded through a programme of curriculum support and development for the schools by the Local Heritage Education Managers working with local organisations that support schools in this way. Commitment to curriculum change and embedding the principles of the programme will form part of the memorandum of understanding with each school involved. They will ensure that teachers understand the significance of their local area and its place in the national story. They will ensure that teachers understand the opportunities and potential of their local historic environment, local heritage sites and other heritage resources such as archives for delivering an engaging curriculum easily integrated into a normal school timetable. A school cluster could be an existing cluster, or a teaching school cluster or a secondary and its feeder primaries. Advice will be taken at a local level. Clusters would reflect local structures and local context but would typically comprise 12 schools in the first year of involvement adding 6 new schools to a cluster each year. Clusters will be made up of secondary, primary and special schools, academies and LA funded schools. Most importantly, schools will be selected for participation based on their readiness and capacity to engage, and priority will be given to those with higher numbers of children with protected characteristics (disability, boys and girls etc.) and receiving Free School Meals. Particular attention will be paid to local models of best practice in schools already delivering locally relevant curricula and their expertise will be utilised. Additional learning will also be gained from discussion with the RSA about their Area Based Curriculum.

Sustainability

As a public body the issue of the most effective use of the public purse shapes our thinking. Heritage Schools is an inherently sustainable model. Once the cluster of schools has developed their curricula to make effective use of their local heritage resources they can continue with no or very little further intervention. Schools involved will embed new themes and will have developed contacts and relationships with a range of heritage providers. They will also have developed new resources to support the on-going delivery of these new schemes of work. Schools will be asked to commit to disseminating information and learning gained through the project to other schools in their locality. Participating schools will be asked to host and input to CPD events for the wider education sector (for numbers of schools reached in addition to the directly participating schools see outputs table in Annex B, and for detail a draft programme of CPD please see Annex G).

It is cost effective. One Local Heritage Education Manager under the umbrella of English Heritage will work with one school cluster and make significant impact in a 12 month period. The resources developed will be made available to other local learning providers and replicable models of delivery will be created. Those schools will continue into the next year and new schools will join the cluster so that learning can be shared. It requires little financial investment from participating schools – it is not based on the premise of funding expensive coach trips or paying high admission or facilitation fees.

A key element of the sustainability of the project will be the input made into the initial training of teachers and through CPD for qualified teachers. We aim to have contact with a significant number of teachers in training (see outputs table in Annex B) and already have relationships with 21 major teacher training providers in England which deliver ITT to students as part of their accredited PGCE or B.Ed courses. As the programme develops we will work with the Teaching Agency to identify further opportunities for strengthening this area of work and will explore the potential for developing specific accredited modules with ITT providers. For further information on this element of the programme please see Annex G.

Initially the costs of the model seem high but they are based on a high level of support for participating schools. There is a need for this high level of input in the initial stage but as research and dissemination is a key part of the project we are confident that the programme will gain momentum and will have reach far beyond the directly participating schools. The involvement of teaching schools and initial teacher training providers will ensure that longer term sustainability is addressed as a new generation of teachers will be exposed to the heritage schools approach early in their career.

Throughout the project a key output will be resources which will enable teacher to make better use of their local heritage across the curriculum wherever they are located. The locations which are directly participating will be used as case studies for curriculum enquiries which could be replicated in other places. Directly participating schools will benefit from bespoke resources while all other schools in England will benefit from the development of transferable models.

Dissemination

We would do this through the evidence collected as part of the research and evaluation strategy and disseminate findings through written reports in education press, presentation at conferences including subject association conferences, heritage sector conferences and head teacher's conferences. A proposed list of dissemination events can be found in Annex G under CPD.

Partnerships

We will actively seek partnerships with key heritage and education sector organisations and will put in place a partnership support centrally. Partnership work has begun with the Churches Conservation Trust and with the RSA. The Churches Conservation Trust already partner with English Heritage and there are clear advantages to extending this to the Heritage Schools programme. The Churches Conservation Trust will add an additional 50 schools to the programme nationally and will also reach their own audiences through CPD and the development of resources. Although the churches under the care of the CCT are all formerly Anglican any partnership with them will also include the development of resources to enable teachers to interpret places of worship from a range of religions. It is clear that working with the RSA and examining findings from their Area Based Curriculum work could provide some useful insights. We will also be paying close attention and looking at future partnerships as they look at the development of a curriculum design CPD/ITT module over the next 12 months.

Heritage Schools will also work closely with the ACE Bridge networks in each region the project is delivered, to maximise the benefits of partnership work with a range of cultural and heritage organisations, on both a regional and national level.

Heritage Schools will support local heritage providers, most of whom don't have specialist education staff, to ensure they are able to respond effectively to the needs of local schools and to ensure that learning outcomes were linked to a wide curriculum which children experience in and out of school. This could be a local park, archive, after school history club, local history society, civic society or museum. The Local Heritage Education Manager will ensure that schools and providers work in effective partnership.

In addition to the heritage sector, we will seek partnerships with education sector organisations including the Teaching Agency to identify key priorities that the programme could support. English Heritage already has an active and close partnership with the Historical Association and we will actively engage them in the development of the programme. We will seek to strengthen relationships with subject associations such as the Geographical Association, the Association for Citizenship Teaching and the National Association for Education in Art and Design. We will also look at other subject areas including Literacy, English and RE. We will also build on existing partnerships with initial teacher education providers, and with local authorities. A key relationship will be with the Natural Connections project developed by Natural England and funded by DEFRA. Similarly Natural Connections will use a brokerage model. There is clearly a strong relationship between the historic built environment and the natural environment in many areas. The Head of Education at English Heritage sits on the Natural Connections advisory board and is well placed to ensure that all opportunities to maximise reach and develop any partnerships are acted upon.

The Cultural Education Partnership Group (CEPG)

Following publication of *Cultural Education: an independent review by Darren Henley* (February 2012), Arts Council England, the Heritage Lottery Fund, the British Film Institute and English Heritage have come together as the Cultural Education Partnership Group.

As the Cultural Education Partnership Group, we look forward to playing a leading role responding to the Henley review and addressing a number of the recommendations.

We are committed to working together to ensure our priorities for cultural education cohere so that they are more than 'the sum of their parts'. Together, we can collaborate to use our resources to maximise the number of high quality cultural education opportunities for children and young people, both in and out of school

Aims of the group

The Cultural Education Partnership group has met several times since publication of the Henley review to agree a common purpose.

The aims of the group are to:

- determine how our priorities for cultural education in England can be aligned

- promote and advocate for the benefits of cultural education through our individual and shared activities, to a range of partners including government
- test whether a stronger alignment of our activities and resources, will result in higher quality cultural education for children and young people in England

Activity to date

To date we have:

- identified three geographical areas where we will test a shared approach and greater alignment of our activities and resources: the City of Bristol; Barking and Dagenham; and Great Yarmouth
- identified a small number of developments on which greater collaboration would be of benefit: Arts Award and Film Academies; Arts Award and Young Roots grants programme; Artsmark and Heritage schools; development of a Cultural passport

Over time members of the Cultural Education Partnership group may identify other areas where greater impact may be made through alignment of some priorities and funding streams, for example in areas of low cultural engagement, targeting particular groups such as those entitled to free school meals.

Volunteering

It is envisaged that Heritage Schools will be supported by a range of local heritage providers detailed above. Many of these types of organisations are run by volunteers. There is huge potential for Heritage Schools to enable linkage between these organisations and schools and to build lasting relationships at a local level.

Targeted participation

Participants will be targeted to ensure that resource is directed at those children least likely to engage with their local historic environment at present. Particular attention will be given to schools with high proportions of children with protected characteristics (Special Educational Needs, Black and Minority Ethnic/English as an Additional Language or looked after by a local authority) and receiving Free School Meals. Heritage schools will run 8 projects across England during the 3 years to ensure a geographical spread and a balance of urban and rural schools.

Resources

We will develop resource materials which will help children and teachers learn about their local historic environment. Resources will be designed to support learning in the specific locations directly participating in the Heritage Schools programme. However, these will be case studies to demonstrate how the local historic environment can be used to support learning across the curriculum in any location. Resources will be based around the construction of enquiry questions. Attention will be paid to developing resources which actively encourage children to progress across levels in a range of subjects, including writing but will also develop literacy, enquiry skills, knowledge and understanding of local and national history. Some resources will be designed to support teachers professional development. Relationships with subject associations will be important in the development of CPD resources. English Heritage has a strong track record of developing

resources for teachers and students. Examples can be found on the TES resource site, our EH Education pages, and our Heritage Explorer site.

Heritage Schools Project Structure

The project is structured as per the following table:

	Regions	No. of schools in each region	Total	Total schools reached
Year 1 Apr 2012- Mar 2013	3 regions: A, B & C, 12 schools in each	12	36	
Total			36	36
Year 2	Regions A, B & C have original 12 schools plus 6 new schools in each	18	54	
	3 new regions: D,E & F, have 12 schools in each	12	36	
Total			90	90
Year 3	A, B & C have 18 schools from years 1 and 2 plus 3 new schools in each	24	72	
	D, E & F have 12 schools from year 2 plus 6 new schools in each	18	54	
	2 new regions G & H have 12 schools in each	12	24	
Total			150	150

NB. Schools joining the project in year 1 will remain with the project to the end. Schools joining the project in year 2 will remain with the project for 2 years – until the end.

Additional schools reached

The resources created for the programme will be generic enough to be applied to any classroom in any context. They will be uploaded on to a wide range of teaching resource sites including the TES and Guardian Education sites. We anticipate up to **50,000** downloads of these resources.

Schools involved in years 1 & 2 of the programme will be expected to disseminate their experiences and provide support for other schools in their area. This will be part of their agreement when they sign up to the project. Heritage partners who directly benefit from participation in the programme will also reach their own schools. We anticipate that another **300** schools will benefit in this way.

We will also support ITT and run CPD in the areas where the projects are running and more widely. We will have direct contact with **2000** ITT students/teachers receiving CPD in the life of the project

Outcomes and Outputs

Outcomes

- Children are proud of where they live
- Children understand their local heritage and how it relates to the national story
- Teachers are more confident in making effective use of local heritage resources in delivering the curriculum
- Local historic context is embedded in the school's curriculum
- Heritage organisations are more connected to the needs of local schools
- Children have a sense of pride in their local area
- Parents are engaged in their children's learning
- Communities are more deeply involved in the life of the school

Outputs

Numeric measures

	Overall	Year 1	Year 2	Year 3
No. of schools directly engaged	150	36	90	150
No. of additional schools supported	300		100	200
No. of ITT students receiving elements of accredited course modules and teachers in-service receiving training	2000	400	700	900
No. of resource downloads	50000	5000	15000	30000

Non-numeric outcomes to be revised or further developed and measures determined as part of the evaluation methodology:

(NB: these were required to be submitted to the DfE as part of the funding agreement but the DfE agreed that these would be revised as part of the development of the evaluation methodology)

Outcome	Suggested measure
Children understand their local heritage and how it relates to the national story	Baseline assessment/personal meaning mapping compared with end of year assessment/personal meaning mapping
Teachers are more confident in making effective use of local heritage resources in delivering the curriculum	Teacher interviews at end of each project year
Local historic context is embedded in the school's curriculum and activity relates to the taught curriculum and builds on classroom learning?	Evidenced in curriculum planning – review of school's curriculum plans undertaken at baseline and at end of project year
Heritage organisations are more connected to the needs of local schools	No. of school children engaged with heritage organisations – either using resources or visiting – heritage organisations to measure annually and provide baseline
Children have an increased pride in their local area	Baseline assessment/personal meaning mapping compared with end of year assessment/personal meaning mapping
Parents are engaged in their children's learning	Teacher interviews Parent interviews at end of project year
Communities are deeply involved in the life of the school	No. of visits out and in to school involving local community organisations Baseline assessment and end of project year.
Pupils from a range of ages, abilities, cultural backgrounds and learning needs or interests are involved in the programme	Census data on schools involved Baseline assessment/personal meaning mapping compared with end of year assessment/personal meaning mapping
The programme reflects local need and provision is adapted to meet schools and pupils needs?	Teacher interviews Evidenced in curriculum planning – review of school's curriculum plans undertaken at baseline and at end of project year

In addition to the above criteria we will develop an evaluation framework which will critically address the issue of how we assess the quality of provision locally and at school level - to plug gaps, build on learning experiences. As well as evaluation we will conduct some academic research and as at June 2012 are meeting with Universities and with project partners to discuss this and identify key research questions. We would also look to discuss research questions with colleagues from the DfE and in the CEPG. A proposal for research will be submitted to the DfE once it is developed.

Annex B

Monitoring Requirements as determined by our funding agreement

Monitoring & Reporting Principles

- Where detailed targets and timelines are established reporting should only be by exception
- The aim is for high quality data in standardised formats with open and transparent risk identification and management
- Reporting requirements on schools should be minimal
- Sustainability, scalability and transferability should be considered at all stages to assess viability beyond the project.

1) Reporting requirements

- NDPBs submit reports (as outlined in section 4 below) to ACE on a quarterly basis who will forward these on to DfE for review
- All NDPBs to meet with DfE policy team at least 3-4 weeks before the Ministerial Board
- English Heritage will attend the National Plan Monitoring Board twice a year to report on the delivery of its own education programmes and the progress and performance of the Heritage Schools programme. The quarterly reports will be the main focus of the meetings but we would expect that the agenda would also cover items such as:
 - Update on progress against the National Plan for Cultural Education
 - Feedback on activities from NDPBs
 - Milestones
 - Risks/ Issues

2) Reporting data

- [A report on how all the activities will form a coherent package and add value to cultural education]
- Description of activities and educational outcomes
- Survey satisfaction levels with schools that have participated in activities to include Headteachers, staff and pupils
- No of participants schools/ pupils
- No of FSM pupils, boys/ girls, SEN

- Type of school engaged i.e. primary/ secondary, special school, Academy etc.
- Regional spread of activities
- Need to ensure NDPBs are mapping out their work in a strategic way across the regions to ensure that some areas are not being oversaturated/underrepresented (would be useful if all activities could be mapped out in a report)
- Updates on what is being done to increase access and reach of activities to areas of the country that are not having direct contact with this work, linking with the recommendation to develop a digital strategy
- Project spend against profile including a narrative if there is any significant underspend/ overspend and the steps being taken to address this

3) Key headline Deliverables for projects

- Baseline survey to establish what support schools need and mapping of heritage opportunities in the area.
- High quality cultural activities, available to all children and young people, particularly reaching those not already engaged and including those with protected characteristics (disability, boys and girls etc.) and receiving Free School Meals
- Activities are linked to learning outcomes which are part of the planned taught and wider curriculum
- Focus on identifying schools' needs and work with them to plug gaps, fit with partnerships and activities which are successful in engaging wider participation
- Sustainability - activities need to be self-sustaining so schools build capacity to run this themselves or continue to access them through mainstream funding routes.
- Evaluation/ impact and lessons learned from the project

4) Reporting Documentation

A template will be provided which will cover the following:

- One page narrative on key progress and issues
- Traffic Light Status Report
- Milestones
- Risks register
- Issues log

Annex C

HERITAGE SCHOOLS DATA

REGION

DATE: DD/MM/YYYY

SCHOOL DATA (%)

SCHOOL NAME

URN

SCHOOL TYPE

% BOYS

% GIRLS

% FSM

% SEN

% BME

% EAL

% LAC

PUPIL DATA (NUMBERS)

YEAR GROUP

TOTAL NUMBER PARTICIPATING

BOYS

GIRLS

FSM

SEN

BME

EAL

LAC

HOURS PARTICIPATING IN HSP PER PUPIL

NUMBER OF LOtC ACTIVITIES PER PUPIL

PLEASE REPEAT PUPIL DATA PER YEAR
GROUP

Annexe D

Heritage Schools Teacher Consultation

Below are initial consultation questions to help us plan for the Heritage Schools project.

Please answer the questions below. Thank you.

Skills

What skills, knowledge and understanding would you as a teacher like to develop?

What skills, knowledge and understanding would you like your pupils to develop?

Curriculum and targets

Where does heritage education currently sit in your school's curriculum?

How do you think taking part in the project will support your school's improvement targets?

What experience do you think Heritage Schools can offer your pupils that you can't already give them?

Partners

What experience do you have of working with partners - what was good and what less so?

Who have you worked with before?

How many visits out of school take place each year?

How many visits in to school take place each year?

Practicalities

Who would you like us to work with in the first year of the project (key stage, whole school, class)?

Do you prefer training events to be in school time or a twilight session or a mixture?

Do you prefer training events to be in school or off site (locally)?

How do you plan to share your work on the Heritage Schools project:

- a) with colleagues
- b) with pupils
- c) with parents
- d) with the wider community?

Finally

What barriers can we help you to overcome?

What sort of legacy/outcome/output would you like?

Your contact details:

Name:

School:

Position:

Email:

Please return to:

Local Heritage Education Manager:

Email:

Contact Number: