

Dear Supplier

INVITATION TO QUOTE FOR Woodland and Forestry Strategy
QUOTE Ref: 18/0795

You are invited by Moray Council and Highlands and Islands Enterprise to quote for the provision of services detailed in the attached brief documentation. Your quotation must be received by **12 noon, 04th January 2023**. It is the responsibility of all suppliers to ensure that their quotation response is received no later than the appointed time. Moray Council may undertake not to consider quotations received after that time.

Moray Council are not bound to accept the lowest priced or any quote and shall not be bound to accept the supplier as sole supplier. Prices quoted shall remain firm for the duration of the contract. Value Added Tax (VAT) should be shown separately and the VAT registration number given.

The quotation will be evaluated using the following criteria and weightings:

Evaluation Criteria	Weighting
Quality	80%
Price	20%

By providing us with a quotation you agree to be bound by **the Moray Council's** Terms and Conditions contained within the Quote Brief. These terms and conditions will apply to any contract awarded to you after you have provided us with our quotation.

Enquiries and returns regarding this Invitation To Quote should be addressed through the PCS messaging service.

Yours faithfully

Chris Muir
Senior Officer Economic Strategy and Development



MORAY COUNCIL INVITATION TO QUOTE

MORAY WOODLAND AND FOREST STRATEGY

STAGE ONE

Right Rationale

STAGE TWO

Right Route

STAGE THREE

Right Result

STAGE FOUR

Right Reward

Timetable	Date
Last date for questions from suppliers	16/12/2022
Final submission time and date	04/01/2023
Evaluation of submissions	12/01/2023
Award to Preferred Supplier(s)	14/01/2023
Commencement of contract	16/01/2023

Section 1 - Requirements

Introduction

Moray Council are seeking to appoint a consultant to develop a Woodland and Forestry Strategy, which provides up to date information and analysis on the key issues affecting forestry and woodlands in Moray. This includes identification of the current economic impact of the sector, alongside opportunities to develop and expand it, with a view towards supporting Moray's transition to a low carbon economy and meeting the needs of local communities.

The Council is required to prepare a Forestry and Woodland Strategy, which sets out policies and proposals for the development of forestry and woodlands in their area, according to the Planning (Scotland) Act 2019. The strategy will provide a refreshed perspective and further development of the Woodland and Forestry Strategy 2018 and will be used to inform the next Moray Local Development Plan.

A working group, consisting of officers from Moray Council's Strategic Planning and Development section, Forestry Scotland and Highlands and Islands Enterprise, alongside private sector representatives, will coordinate delivery of the project. The working group is seeking to procure expert support to complete the research, analysis, consultation, and preparation of the Woodland and Forestry Strategy. The strategy should take an enabling approach to encouraging more local people to connect with Moray's woodland environments and supporting the health and wellbeing of communities by:

- Promoting increased woodland tourism and leisure opportunities
- Preserving woodland environments and protecting biodiversity resilience
- Providing opportunities for sustainable economic activity
- Productivity and processing innovation leading to skilled and adaptable workforce
- Potential to capitalise on competitive industry within Scotland
- Prosperity for all

Background

Moray has one of the highest concentrations of woodland in Scotland, with 33% of forest cover, equating to over 62,000 hectares of forest. However, there are still opportunities for appropriate woodland expansion and spatial mapping has been previously prepared to identify appropriate locations for new woodland planting.

Forestry makes a substantial contribution to the local economy. The key economic activities are through the production of timber and other wood fibre, and through the provision of recreation and tourism assets. The majority of economic activities associated with woodland creation, management, harvesting and transportation, as well as a significant part of the processing of wood products, takes place in rural areas. The forestry sector is therefore particularly important for these communities.

The Moray Woodland and Forestry Strategy 2018 set out a 20 year vision where *“Moray has a network of multi-benefit sustainably managed woodlands that produce high quality timber to support jobs, enhance and promote biodiversity, attract visitors, provide educational and recreational opportunities and contribute to the health and wellbeing of our communities.”*

The strategy focussed upon measures aimed at:

- Expanding, protecting and enhancing our woodlands
- Harnessing the economic potential of our woodlands
- Connecting people and communities to our woodlands

The Scottish Government’s draft National Planning Framework 4 (NPF4) set out a Trees, Woodland and Forestry Policy which commits to expanding woodland cover and protect existing woodland. The policy sees trees and woodland as having a critical role to play in helping to achieve net zero by 2045 through sequestering and storing carbon. While also outlining the critical role of forest and woodlands as a natural ecosystem and area of infrastructure for communities. The policy is also explicitly clear that existing woodlands should be protected wherever possible, with opportunities for enhancement or expansion set out in Local Development Plans to avoid habitat fragmentation and improve ecological connectivity, helping to support nature networks.

In Scotland’s Forest Strategy 2019-2029, Scottish Forestry outlines a vision for 2070, *“when Scotland will have more forests and woodlands, sustainably managed and better integrated with other land uses. These will provide a more resilient, adaptable resource, with greater natural capital value, that supports a strong economy, a thriving environment, and healthy and flourishing communities.”*

The Scottish Forestry strategy sets out three objectives to achieve this vision:

- Increase the contribution of forests and woodlands to Scotland’s sustainable and inclusive economic growth
- Improve the resilience of Scotland’s forests and woodlands and increase their contribution to a healthy and high quality environment
- Increase the use of Scotland’s forest and woodland resources to enable more people to improve their health, well-being and life chances

The Woodland and Forestry Strategy will contribute to the Moray Local Outcome Improvement Plan priority of a growing and sustainable economy, and will help inform the Moray Regional Spatial Strategy. The Strategy must also reference national strategic priorities and align with local priorities, including the Moray Economic Strategy, Moray Council Climate Change Strategy, Moray Routes Strategic Infrastructure Plan, Visit Moray Speyside Tourism Strategy, and Moray Local Development Plan.

Key stakeholders to be engaged in the development of the Woodland and Forest Strategy include:

- Scottish Forestry
- Forest and Land Scotland
- Highlands and Islands Enterprise
- Visit Moray Speyside
- Moray Local Outdoor Access Forum (MLOAF)
- Scottish Woodlands
- Tilhill, Mealor, Christies, and Christies Elite Nurseries
- Crown Estate
- Moray Chamber of Commerce
- Trees For Life
- Confederation of Forest Industries
- Institute of Chartered Foresters
- Private businesses; including landowners, sawmills and timber processing, agriculture and construction
- Community organisations, such as community woodland trusts, development trusts, and joint community councils

Objectives

a. Scope of Services

The Council is seeking to secure expert consultancy support in the creation of a Woodland and Forestry Strategy. Funding for the development of the Woodland and Forestry Strategy is being provided by Moray Council, Highlands and Islands Enterprise and Forestry Scotland. The appointed contractor will lead on the creation of the strategy and will be responsible for reporting to a working group made of officers from these three organisations, alongside private sector representatives.

The successful contractor will lead on all engagement activities in the preparation of the strategy. This will include engaging with public forestry agencies, the private sector, land and estates owners, and relevant social enterprises, which are operating both directly and indirectly in the forestry sector and associated supply chain. Consultation with communities and local access organisations will also be key to ensuring the strategy meets the needs of the local community in terms of leisure and recreation.

The strategy must also include considerations around cross border connectivity, with consideration of land beyond the local authority boundaries, linking with adjacent areas strategies.

Allowance should be made for monthly update meetings with the project team and engagement with relevant stakeholders highlighted above, as well as familiarisation with local associated infrastructure. Submissions from consultants should allow for attendance in person and associated travel and accommodation expenses for meetings with the project management team, organisation and delivery of workshops, in-situ site visits, and reporting.

With such a significant proportion of Moray covered by forest, it represents a substantial portion of the local economy. It is expected that the Woodland and Forestry Strategy will quantify the scale of economic impact from Scottish Forestry at a local level, in terms of jobs and output. The strategy should also consider the matters outlined below.

Woodland Cover

- The strategy should assess the local potential to increase woodland cover by identifying opportunities for new and expanded woodlands, balanced with other essential land uses, and map where these may be located. It is essential that any future woodland expansion and restocking do not impact upon deep peatland or other sensitive habitats.
- Consideration should be given to resilience planning to minimise damage to woodlands following storm events, mitigate loss of access, and encourage forest owners to maintain and repair after damage.
- Future woodland developments need also to maintain and expand habitat connectivity.

Climate Change and Biodiversity

- Climate change presents both an opportunity and a threat to woodland creation. Consideration should be given to carbon offsetting to ensure any investment in Moray is aligned with local priorities. The strategy should also quantify the contribution of both existing and the potential expansion of Moray's woodlands to carbon sequestration.
- It is expected the strategy will identify opportunities for woodland creation as a nature based solution to mitigate climate change impacts, such as in the management or prevention of flooding. Consideration should also be given to methods for ensuring woodlands are resilient and able to best adapt to climate related pressures.
- The strategy should highlight opportunities for biodiversity enhancement in woodlands, which should include considerations around plant health, species diversity, pest/disease control, and protection of vulnerable species of local importance. The impact of invasive non-native species particularly in riparian woodlands should also be considered.

Tourism, Leisure and Recreation

- To support community health and wellbeing, the strategy should identify opportunities to enhance, link, and expand path networks within Moray's woodlands. This should consider the feasibility of implementing community-led benefits identification for forestry activities, to identify priorities for open space, recreation, and infrastructure improvements.

- Creation of new tourism infrastructure to support a range of outdoor activities is key to building upon Moray's growing reputation as an outdoor destination. The strategy should identify opportunities for enhancing infrastructure, linked to the Moray Routes Strategic Infrastructure Plan. These considerations should include new biking and walking routes, accessible trails, visitor centres, tourist information, business concessions, and leisure equipment hire.
- Development and expansion of overnight tourist accommodation within woodlands should be considered, including opportunities for hutting, lodges, and glamping. This also includes provision of adequate facilities for parking and overnight stopover to support the increased levels of campervan and motorhome visits to the area.

Business and Enterprise

- To support the local forestry sector, the strategy should outline opportunities for driving and maintaining local employment. This should include analysis of local tree nurseries, the needs of local timber mills, and use of timber in the local supply chain.
- Consideration should be given to Agri-Forestry activities, where tree planting can provide benefit to the agricultural industry, while supporting integrated land management.
- The strategy should include an explanation/assessment of existing and potential opportunities around timber technologies eg timber grading in particular automation and other digital applications to help identify and aid supply chain development.
- Acknowledge the need for national and regional efforts around learning and teaching provision to support skills development and labour market needs within the sector at a local level.

Housing

- The strategy should also consider opportunities for appropriately located housing adjacent and linked to forested land. This should include woodland crofts, affordable housing.

Community Wealth Building

- Opportunities to support Community Wealth Building should be outlined within the strategy, including considerations around community ownership, community managed woodlands, and opportunities for businesses and social enterprises to participate in training opportunities and local supply chains.

b. Outputs and Milestones

It is expected that project plan be prepared setting out key activities and demonstrating how the project will be delivered by the completion deadline. An inception meeting will be help with the project working group, following award of the contract. Regular liaison with project leads expected. The desktop study will include reviewing and building on the extensive information contained in a number of reports and plans already published. A draft strategy is to be provided to the working group ahead of a public consultation, after which the strategy will be finalised.

Key Activities	Dates
Inception meeting	December 2022
Preliminary desktop study	December 2022 – January 2023
Consultation with key stakeholders and industry representatives	January 2023 – May 2023
Draft strategy and plan presentation	May 2023
Public and stakeholder consultation events	June 2023
Final Woodland and Forestry Strategy and Delivery Plan	September 2023

Public consultation will include direct engagement with all stakeholders including local landowners, community councils and active community organisations. These are to be presented via meetings (ensuring compliance with COVID-19 guidelines) and virtually via online exhibitions and social media with feedback incorporated into the strategy. The draft strategy and delivery plan should identify the lead organisation(s) responsible for progressing each action, alongside partners, timescales, costs, and potential sources of funding to support delivery.

c. Fees and Costs

Maximum of £45k.

Contract will be awarded to the successful contractor via Moray Council. Invoices to be submitted to Moray Council.

Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred. Travel and accommodation should be allowed for as referenced above.

Capability/Selection Criteria
Previous relevant experience
Knowledge of Moray economy
Knowledge of Forestry Sector
Experience of preparing woodland/forestry strategies or action plans
Staff qualifications in project management

Award/Technical Criteria	Technical Weighting (80%)
Understanding of the project requirements	40%
Relevant experience	30%
Methodology proposed	20%
Community Benefits, Fair Work and Living Wage	10%
	100%
Price	Price Weighting (20%)
	Total Weighting (100%)

Submissions will be evaluated using the following matrix:

0	Nil or inadequate response with little or no understanding of requirement or evidence of compliance.
1	Minimal or poor response providing little evidence of understanding or compliance.
2	Average response providing some indication of understanding and compliance.
3	Good response providing clear evidence of understanding and compliance and may evidence some elements of innovation.
4	Excellent response demonstrating clear understanding and comprehensive ability to fulfil requirements, outlining added value, innovation and is equal to or improves on the specification.

The Moray Council collects and stores personal information to carry out its legal functions. Where necessary it will share this information within and outside the council. Full details of our Data Protection policy and how we may use and share your information can be found on our [Data Protection](#) page. The Procurement Privacy Notice is available [here](#).

Additional information

To support the implementation of a Community Wealth Building approach, the Council is looking to increase focus on non-financial benefits in procurement. The successful contractor will be expected to identify community benefit considerations to be delivered in securing the contract which will contribute to 10% of the weighting when submissions are scored. Linked to this, suppliers are expected to specifically state how they are observing the principles of Fair Work, including payment of the Real Living Wage to all employees, contractors, and sub-contractors.

Sustainability

Nothing to note

Conditions of Contract

CONSULTANCY STANDARD CONDITIONS

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1 DEFINITIONS

These Conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Consultant shall form any part of the Contract unless specifically agreed in writing by the Client.

In these conditions:

"Brief" means the document setting out the Client's requirements for the Contract.

"Client" means Moray Council constituted in terms of the Local Government etc (Scotland) Act 1994 and having its Principal Offices at High Street, Elgin, together with their successors and assignees whomsoever.

"Consultant" means the person(s), firms or companies whose Tender is accepted by the Council.

"Contract" means the binding agreement between the parties constituted by the Tender and the other Contract Documents as completed by the Consultant which have been submitted to the Client and in respect of which the Client has approved acceptance thereof by virtue of the Client's Letter of Appointment to the Consultant.

"Contract Documents" means the Brief, the Instructions for Return of Tender, the Conditions of Tender, the Conditions of Contract, the Questionnaire – Race Relations Act, the Tender Proposal and the Tender Offer letter.

"Contract Sum" means the Contract Sum specified in the Pricing Schedule.

"Letter of Acceptance" means the letter from the Client accepting the Consultant's Tender Proposal.

"Premises" means the location where the Project is to be performed, (if any) as specified in the Brief.

"Project" means the services to be provided as specified in the Brief and Tender Proposal.

"Tender Proposal" means the information, including prices, required to be submitted by the Consultant with his/her Tender in accordance with the Brief.

2 THE PROJECT

- 2.1 The Consultant shall complete the Project with reasonable skill, care and diligence in accordance with the requirements of the Brief and the Tender Proposal.
- 2.2 It shall be a condition of the engagement of the Consultant that they shall comply with the Clients Financial Regulations.
- 2.3 The Consultant shall provide the Client with such reports of his work on the Project at such intervals in such form as the Client may from time to time require.
- 2.4 The Client reserves the right by notice to the Consultant to modify its requirements in relation to the Project and any alteration to the Contract fee or 3 the completion date arising by reason

of such modification shall be agreed between the parties. Failing agreement the matter shall be determined by arbitration in accordance with the provisions of Condition 18.

- 2.5 The Contract shall commence on such a date as may be specified in the Client's Letter of Acceptance and shall endure until the end of the contract period or such alternative date as may be agreed between the parties in writing.

3 CONSULTANT'S PERSONNEL

- 3.1 The Consultant shall make available for the purposes of the Project any individuals named in the Tender Proposal as key personnel. The Consultant shall provide the Client with a list of the names and addresses of all others regarded by the Consultant as key personnel and, if and when instructed by the Client, all other persons who may at any time be concerned with the Project or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Client may at any time by notice to the Consultant designate any person concerned with the Project or any part of it as a key person. The Consultant shall not without the prior written approval of the Client make any changes in the key personnel referred to in this paragraph.
- 3.2 The Consultant shall take the steps reasonably required by the Client to prevent unauthorised persons being admitted to any Council Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, the Consultant shall take all reasonable steps to comply with such notice.
- 3.3 The decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project or as to the designation or approval of key personnel and as to whether the Consultant has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.
- 3.4 The Consultant shall bear the cost of any notice, instruction or decision of the Client under this Condition.

4 CHANGE TO CONTRACT REQUIREMENTS

- 4.1 The Client may order any variation to any part of the Project that for any other reason shall in its opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the services to be provided in terms of the Project and changes in quality, form, character, kind, timing, method or sequence of such services.
- 4.2 Save as otherwise provided herein, no variation to the Project as provided for in Clause 4.1 hereof shall be valid unless given or confirmed in the form of an order given by the Client. All such orders shall be given in writing provided that if for any reason the Client shall find it necessary to give any such order orally in the first instance the Consultant shall comply with such oral order which must be confirmed in writing by the Client within 2 working days of the giving of such oral order by the Client, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

- 4.3 Where any such variation to the Project made in accordance with Clauses 4.1 and 4.2 has affected or may affect the costs incurred by the Consultant in executing the Project, the Consultant shall notify the Client in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Client, who shall take all of the facts into account (including such information as may be provided by the Consultant in respect of the effect which such variation has had or may have on the costs incurred by the Consultant in executing the Project) and may authorise such alteration to the sums to be paid to the Consultant in accordance with the provisions of the Contract as are, in his opinion, appropriate and reasonable in the circumstances.

5 PAYMENT

- 5.1 The Client shall pay to the Consultant the Contract Sum as set out at the rate specified in the Contract Documents.
- 5.2 The Consultant shall be entitled to be reimbursed by the Client only for expenses reasonably and properly incurred by him in the performance of his duties hereunder, subject to production of such evidence thereof as the Client may reasonably require.
- 5.3 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Client.
- 5.4 Prices shall be constant for the period of the Contract and any renewal provided for in the Contract.
- 5.5 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. In this Condition, "VAT" means the value added tax in terms of the Value Added Tax Act 1983 (as amended).
- 5.6 Any sum due to the Consultant under the Contract shall be regarded as exclusive of any VAT, and the Client shall pay to the Consultant any VAT properly chargeable in terms of the relevant legislation in respect of the provision of the Project to the Client under this Contract.
- 5.7 The Consultant shall be solely responsible for calculating the amount of VAT chargeable on accounts rendered by him under this Contract and shall indemnify the Client against the loss occasioned by any omission, error, overstatement or understatement of VAT on any invoice submitted by him under this Contract.

6 AUDIT

The Consultant shall keep and maintain until 5 years after the Contract has been completed records to the satisfaction of the Client all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Consultant or in connection with any employees of the Consultant paid for by the Client on a time charge basis. The Consultant shall on request afford the Client or his representatives such access to those records as may be required by the Client in connection with the Contract.

7 CORRUPT GIFTS OR PAYMENTS

The Consultant shall not offer or give or agree to give, to any member, employee or representative of the Client any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, 5 any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The attention of the Consultant is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

8 PATENTS, INFORMATION AND COPYRIGHT

- 8.1 It shall be a condition of the Contract that except to the extent that the Project incorporates designs furnished by the Client, that nothing done by the Consultant in the performance of the Contract shall infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Consultant shall indemnify the Client against all actions, claims, demands, costs and expenses which the Client may suffer or incur as a result of or in connection with any breach of this Condition.
- 8.2 All rights (including ownership and copyright) in any reports, documents, specifications, instructions, plans, drawings, patents, models or designs whether in writing or on magnetic or other media:
- (a) furnished to or made available to the Consultant by the Client shall remain vested in the Client absolutely
 - (b) prepared by or for the Consultant for use or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Client absolutely, and (without prejudice to Condition 11.2) the Consultant shall not and shall procure that his servants and agents shall not (except to the extent necessary for the implementation of this Contract) without the prior written consent of the Client use or disclose any such reports, documents, specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Consultant may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Consultant shall not refer to the Client or the contract in any advertisement without the Client's prior written consent.
- 8.3 The provisions of this Condition 8 shall apply during the continuance of this Contract and after its termination howsoever arising.

9 INDEMNITIES AND INSURANCES

- 9.1 The Consultant shall be liable for and shall indemnify the Client, its officers, employees and agents against any expense, liability, loss, claim, costs or proceedings whatsoever arising under statute or at common law in respect of:-
- (a) any loss of or damage to property, heritable or moveable including any infringement of Third Party patents, copyrights and registered designs arising out of or in the course of the execution of the Contract by the Consultant or his staff and;

- (b) any illness, disease or injury to persons including illness, disease or injury resulting in death and any other loss, injury, death, disease or damage to any party arising out of or in the course of or in connection with the execution of the Contract by the Consultant or his staff and;
- (c) any failure in compliance with the statutes, orders, regulations, bylaws and other provisions to be observed in connection with the execution of the Contract; provided that the Consultant shall not be liable for nor be required to indemnify the Client against any liability, loss or claim resulting wholly from any act, default or negligence on the part of the Client or its employees or agents not being the Consultant or employed by the Consultant.

9.2 Without prejudice to the foregoing generality the Consultant shall effect and maintain such insurances as are necessary to cover:-

- (i) liability to employees under statute and at common law with a minimum limit of indemnity of £10,000,000; and
- (ii) liability to third party property and injury to third parties with a minimum limit of indemnity of £5,000,000 for any one incident and any one period of insurance

The insurances shall be properly maintained and the relative policy or policies and premium payment receipts must be produced to the Client whenever required.

9.3 The Consultant (if an individual) represents that he is regarded by both the Inland Revenue and the Department of Work and Pensions as self-employed and accordingly shall indemnify the Client against any tax, national insurance contributions or similar impost for which the Client may be liable in respect of the Consultant by reason of this Contract.

9.4 Without prejudice to the generality of the above, the professional indemnity insurance held by the Consultant in terms of this condition shall be maintained for a period of five years from the date of termination of the Contract unless such insurance cover ceases to be commercially available in which event the Consultant will notify the Client immediately.

10 DISCRIMINATION AND HEALTH AND SAFETY

10.1 The Consultant shall comply with any law which prohibits discrimination in relation to employment on the grounds of sex, disability, colour, race, ethnic or national origin or religion or any statutory modification or re-enactment thereof relating to discrimination in employment. The Consultant shall comply with any law relating to the Health and Safety of the Consultant's own employees, including members of the public or any statutory modifications or re-enactment thereof relating to Health and Safety.

10.2 The Consultant shall take all reasonable steps to ensure the observance of the provisions of paragraphs 10.1 and 10.2 above by all servants, employees or agents of the Consultant and all subcontractors employed in the execution of the Contract.

11 FREEDOM OF INFORMATION

11.1 No term of the Contract shall preclude the parties from making public, under the Freedom of Information (Scotland) Act 2002 ("the Act"), and any codes applicable from time to time

relating to access to public authorities information, details of any matters relating to the Contract, unless any such details constitute a trade secret; the disclosure of such details would or would be likely to prejudice substantially the commercial interest of any person (including but not limited to the Consultant or the Client or such details fall within such other exemption as may be applicable at the discretion of the Council, in terms of the Act. The Consultant shall facilitate the Client's compliance with the Council's obligations under these provisions and comply with any request from the Council for that purpose.

11.2 The Consultant shall not without prior consent from the Client advertise or announce details of the relationship between the Consultant and the Client.

11.3 The Provisions of this Condition 11 shall apply during the continuance of this Contract and after its termination howsoever arising.

12 TERMINATION

12.1 The Consultant shall notify the Client in writing immediately upon the occurrence of any of the following events:

- (a) where the Consultant is an individual and if a petition is presented for the Consultant's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Consultant or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- (b) where the Consultant is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Consultant to be wound up as an unregistered company, or
- (c) in the event of a Contractor becoming apparently insolvent pursuant to Section 7 of the Bankruptcy (Scotland) Act 1985 or where the Consultant is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

12.2 On the occurrence of any of the events described in paragraph 12.1 or if the Consultant shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 7 days of being required by the Client in writing to do so, or, where the Consultant is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 or of Part V of the Mental Health (Scotland) Act 1984, the Client shall be entitled to terminate this Contract by notice to the Consultant with immediate effect.

12.3 In addition to its rights of termination under paragraph 12.2 the Client shall be entitled to terminate this Contract by giving to the Consultant not less than 28 days' notice to that effect. In the event of such termination, the Consultant shall, if required to do so by the Client, prepare and submit to the Client a report on the work done prior to the termination and making such recommendations as may be based on the work done prior to termination.

- 12.4 The Client shall be entitled to terminate the employment of the Consultant with immediate effect under this or any other Contract, if the Consultant shall have offered, or given, or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract with the Client if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Consultant) shall have committed any offence under the prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under sub-section 2 of section 68 of the Local Government (Scotland) Act 1973 or any re-enactment thereof.
- 12.5 In addition to its rights of termination under paragraph 12.2, 12.3 and 12.4, the Client shall be entitled to terminate the Contract forthwith without any notice upon any of the following events:
- Submission of false invoices.
 - Unauthorised publication of information relating to the assignment.
 - Excessive delay.
 - Use of key staff other than those who attended interview or were named in the proposal unless prior written agreement has been obtained from Moray Council.
 - Non-approved expenditure.
- 12.6 Termination under paragraphs 12.2, 12.3, 12.4 or 12.5 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client and shall not affect the continued operation of Conditions 8 and 11.
- 12.7 In the event of the employment of the Consultant being terminated by the Client in accordance with paragraphs 12.2, 12.3, 12.4 or 12.5 the Client may employ and pay other persons to carry out and complete the Project. The Consultant shall be liable for the costs incurred by the Client in the exercise of the Client's powers in terms of this paragraph.

13 RETURN OF DOCUMENTS

- 13.1 The Consultant will return to the Client promptly upon the termination of the Contract any document, paper, material or information supplied by or obtained from the Client in connection with the Contract, or extracted from such document, papers, materials or information.
- 13.2 Where the Contract has been terminated in terms of clause 12.3 hereof the Consultant may retain any documents papers, materials or information which shall be required under that paragraph. Promptly upon submission of the report to the Client, the Consultant shall return any documents, papers, materials or information which he may have retained in terms of this paragraph.

14 RECOVERY OF SUMS DUE

Wherever under this Contract any sum of money is recoverable from or payable by the Consultant that sum may be deducted from any sum then due or which at any later time become due to the Consultant under this Contract or under any other agreement or contract with the Client.

15 ASSIGNATION AND SUB-CONTRACTING

- 15.1 The Consultant shall not assign or sub-contract any portion of the Contract without the prior written consent of the Client. Sub-contracting any part of the Contract shall not relieve the Consultant of any obligation or duty attributable to him under the Contract or these conditions.
- 15.2 Where the Client has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Consultant to the Client immediately it is issued.
- 15.3 Where the Consultant enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, he shall cause a term to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

16 NOTICES

- 16.1 In any provision within the Contract Documents where reference is made to the serving of notices by registered or recorded delivery post, receipt of such notices will be deemed to have occurred the day after the date of posting.
- 16.2 In any provision within the Contract Documents where reference is made to a notice being sent to a registered office then if the Consultant does not have a registered office the notice must be sent to the Consultant's main or head office.
- 16.3 All notices to be served on the Client must be served on the Chief Legal Officer, Moray Council, Council Buildings, High Street, Elgin, Moray, IV30 1BX.

17 STATUS OF CONSULTANT

Nothing in the Contract shall have the effect of making the Consultant the servant, agent or employee of the Client.

18 ARBITRATION

- 18.1 If any dispute or difference concerning this Contract shall arise between the Client and the Consultant, then negotiations to resolve such dispute or difference shall be entered into by the Chief Legal Officer and the Consultant.
- 18.2 In the event of a failure to reach agreement following negotiations as provided for in Condition 18.1 then the dispute or difference concerning the Contract shall be referred to a single independent arbiter mutually agreed by both parties which arbiter's decision on the matter and any issue relating to the expenses of such arbitration shall be final. Unless and until the arbiter directs otherwise, the fees payable to and the expenses incurred by the arbiter shall be borne by the Client and the Consultant in equal shares until the dispute is resolved.
- 18.3 The arbiter's final award shall be final and binding on the parties except that the parties reserve their rights in terms of Section 3(1) of the Administration of Justice (Scotland) Act 1972.

19 DEFAULT IN PERFORMANCE

- 19.1 At any time from the commencement date the Client may investigate any instance where, in his opinion, the Consultant has failed to execute the Project in accordance with the provisions of the Contract Documents.
- 19.2 Where the Client is satisfied that the Consultant has failed to execute the Project in accordance with the provisions of the Contract Documents, then the Client will be entitled at his sole discretion to instruct the Consultant in writing to remedy the failure or failures in order to comply with the stated requirements of the Contract Documents. Such rectification must be carried out at the sole expense of the Consultant and must be carried out within a time, or times, stated on the instruction(s) given by the Client.
- 19.3 If the Consultant, for whatever reason, fails to provide or execute the Project in accordance with the terms of the Contract Documents, then without prejudice to any other remedy contained herein, the Client may, by its own or other work persons, provide and execute the Project or part thereof in which the Consultant has failed. The costs and charges incurred by the Client in so doing shall be paid by the Consultant to the Client on demand, or may be deducted by the Client from any monies due or which may become due to the Consultant.

20 HUMAN RIGHTS

- 20.1 The Consultant shall at all times comply strictly with the requirements of the Human Rights Act 1998 ("the HRA 1998") together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the HRA 1998 or any subsequent amendment thereto or re-enactment thereof.
- 20.2 The Consultant shall take all reasonable steps to ensure the observance of this Condition by all servants, employees or agents of the Consultant and all Sub-Consultants employed by the Consultant where permitted in terms of this Contract.
- 20.3 The Consultant shall indemnify the Client against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the Client may incur arising out of a breach of this condition by the Consultant.
- 20.4 The Client will monitor the Consultant's compliance with the HRA 1998 at periodic intervals during the performance of the Contract.

21 SECURITY CONDITION

As the parties to this Contract must enter into an agreement in terms of paragraph 12 of Part II of schedule 1 to the Data Protection Act 1998 ("the DPA 1998") in order to regulate the processing of data (as defined in the DPA 1998) under this Contract, the parties therefore agree as follows:

- 21.1 Both parties warrant to the other that, in terms of this Contract, the Council as Data Controller and the Consultant as Data Processor shall comply strictly with all of the requirements of the DPA 1998, together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the DPA 1998 or any subsequent amendment thereto or re-enactment thereof.

- 21.2 Without prejudice to the foregoing generality of Clause 21.1, the Consultant warrants that it has read and that it shall comply strictly with the seventh principle of the Act, namely that it shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss of or destruction of, or damage to, personal data.
- 21.3 No sub-contractor shall be appointed by the Consultant in connection with the processing of any data relative to this Contract without the prior written approval of the Council. The Consultant will enter into an equivalent agreement with any such approved sub-contractor in terms of paragraph 12 of Part II of Schedule 1 of the DPA 1998.
- 21.4 The Consultant undertakes to keep all data disclosed to it by the Council under this contract confidential and to process all such data strictly and only in accordance with the Council's instructions from time to time; all instructions given by the Council will be in accordance with the laws of Scotland.
- 21.5 The Consultant shall ensure that only such of its employees who may be required by the Consultant to assist it in meeting its obligations under this Contract shall have access to the data. Where the Consultant is providing third party system support to the Council, whether remotely or on site, the Consultant and any Sub-Contractor appointed in terms of this Contract must act reasonably and must access only such information as is required to enable the Consultant or Sub-Contractor to carry out the support required. The Consultant also agrees to comply with the Council's Access Procedures for External Support, a copy of which is available on request from the Council's Director of Information Technology.
- 21.6 The Consultant agrees to assist the Council with any subject information requests which may be received by the Council under the DPA 1998 within the time limits imposed by the DPA 1998.
- 21.7 The Consultant undertakes not to use the data for a purpose which is inconsistent with the purposes notified to the data subjects by the Council or to disclose the data to a third party other than at the specific request of the Council.
- 21.8 The Consultant confirms that it has a written security policy for the processing of data and that it will allow its data processing facilities, procedures and documentation to be submitted for scrutiny by the Council and to allow the Council to visit the Consultant to ensure that the terms of this condition are being complied with.
- 21.9 The Consultant shall indemnify the Council against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the Council may incur arising out of any breach of this condition by the Consultant.
- 21.10 On termination of this Contract, the Consultant shall cease to process the data and shall arrange for the prompt and safe return of all data belonging to the Council to the Council, together with all copies of the data in its possession or control, including all copies with any agreed sub-contractor.
- 21.11 In this condition, "data" shall mean all information relating to the Council's clients and prospective clients, current and projected financial and trading situations, business plans, business strategies, developments and all other information relating to the Council's business affairs including all information of a confidential nature or imparted by whatever nature by

the Council to the Consultant during the currency of the contract. All right, title and interest in and to the data shall vest solely in the Council.

22 HEADINGS

The headings to these Conditions shall not affect their interpretation.

23 STATUTORY REQUIREMENTS AND STANDING ORDERS

Throughout the duration of the Contract the Consultant shall ensure that in carrying out the Project, he complies with all relevant primary and secondary legislation and the Client's Standing Orders and Financial Regulations.

24 ALTERATIONS TO CONTRACT

Except as herein elsewhere specifically provided, the terms and conditions of the Contract shall be subject to variation only by written agreement between the Client and the Consultant following a request for such variation stating the proposed terms of such variation in full.

25 WAIVER

Failure by the Client at any time to enforce a provision of the Contract or to require performance by the Consultant of any of the provisions of the Contract shall not be constructed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Client to enforce any provision in accordance with the terms of the Contract.

26 SEVERANCE

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the Contract all of which will remain in full force and effect.

27 DATA PROTECTION

The Authority and the Contractor hereby agree to ensure that they will at all times comply with Data Protection Legislation. Data Protection Legislation means the Data Protection Act 1998, and from the 25th May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and any subsequent enactments and amendments.

The Authority and the Contractor as Data Controllers will comply with the obligations imposed on them by the Seventh Principle of the Data Protection Act 1998 and Article 5 (1) (f) of the (Regulation (EU) 2016/679) by taking appropriate technical, security and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Both parties agree to indemnify each other in respect of any unauthorised disclosure or other processing of personal data. All personal data collected during the provision of the service is the property of the Authority and the Contractor will release all data to the Authority within forty business days as and when requested to do so.

28 NOTICES

All notices which are required to be given in terms of this Agreement shall be in writing and shall be sent to the Contractor at their Registered Office or address as detailed in this Agreement and to the Authority at Moray Council, Council Office , High Street, Elgin IV30 1BX for the attention of the Authority's representative detailed in condition 6 of this Agreement. Notices will be validly served if served by any of the following:- recorded delivery; first or second class mail; personal delivery or personal service to any of the above-mentioned locations.

A notice will also be validly served by email to the following addresses: For the Contractor

and for the Authority Chris.Muir@moray.gov.uk or such other email addresses as may be notified from time to time. Notices by email will be deemed to have been received at the time and date of sending. The Contractor shall notify the Authority of any change of address, billing address, email and telephone contact details in writing. Likewise, the Authority shall notify the Contractor of any change of Representative or contact details in writing.

29 LAW OF SCOTLAND.

This Agreement shall be governed by and interpreted and construed in accordance with Scots Law. Both parties agree to accept and implement any new relevant legislation applying to the contract throughout the lifetime of the contract. The Scottish Courts shall have exclusive jurisdiction to settle any disputes (including claims for set-off and counter claims) which may arise in connection with the validity, effect, interpretation, or performance of the legal relationship established by this Agreement or otherwise arising in accordance with this Agreement.

Section 2 – Suppliers Response

Title	Moray Woodland and Forest Strategy
BASIC DETAILS OF YOUR ORGANISATION	
Name of the organisation in whose name the quote is being submitted:	
Contact name for enquiries about this bid:	
Contact position (Job Title):	
Address: Post Code:	
Telephone number:	
E-mail address:	
Website address (if any):	

Capability/Selection Criteria

Capability/Section Criteria	
Requirement 1	Please provide examples of previous recent and relevant experience of same/similar requirements.
Supplier Response:	

Requirement 2	Please provide a statement to demonstrate your knowledge of Moray economy as it relates to the requirement.
Supplier Response:	
Requirement 3	Please provide a statement to demonstrate your knowledge of the Forestry Sector.
Supplier Response:	
Requirement 4	Please provide examples of experience in delivering economic impact assessments and woodland forestry strategies or action plans for public sector bodies.
Supplier Response:	

Requirement 5	Please specify the details of the staff qualifications in project management whom will be contributing to the fulfilment of this requirement.
Supplier Response:	

Award Criteria

Award/Technical Criteria	
Requirement 1:	Provide a statement to demonstrate your understanding of the project requirements as detailed herein.
Supplier Response:	
Requirement 2:	Please provide examples of experience in delivering economic impact assessments for public sector bodies.
Supplier Response:	

Requirement 3:	Provide a statement detailing the methodology and proposed approach for meeting the requirements as detailed herein.
Supplier Response:	
Requirement 4:	<p>Please specify any proposed community benefits and describe and demonstrate how you will commit to progressing towards adopting Fair Work First criteria for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract. This should include current and planned actions that show how you will embed these practices during the lifetime of this contract. Answers should include tangible and measurable examples and should also describe how you will report on, and demonstrate progress, to the contracting authority during the lifetime of the contract.</p> <p>Good answers will reassure evaluators that your company is committed to progressing towards adopting the Fair Work First criteria and to progressing towards wider fair work practices set out in the Fair Work Framework for the workers engaged in the delivery of this contract and those in the supply chain working on this contract.</p> <p>In order to ensure the highest standards of service quality we expect suppliers to commit to adopting Fair Work First in the delivery of this contract as part of a fair and equitable employment and reward package as a route to progressing towards wider fair work practices set out in the Fair Work Framework. Fair Work First is the Scottish Government's policy for driving good quality and fair work in Scotland. Public bodies in Scotland are committed to applying Fair Work First in their own organisation and in publicly funded supply chains. Through this approach, the Scottish Government, and its public sector partners, are asking bidders to describe how they are committed to adopting Fair Work First:</p> <p>https://www.gov.scot/publications/fair-work-first-guidance/.</p>

Supplier Response:

Pricing Schedule

Total Price

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