



Business Plan and Governance Arrangements Tender Brief

A New Heritage Venue - Accrington Market Chambers National Lottery Heritage Fund Project

RFP issued:	18 November 2024
Deadline for seeking clarifications:	27 November 2024
Deadline for submissions:	9 December 2024
Contract award:	19 December 2024
Anticipated project start:	Late January 2025
Anticipated project completion:	31 July 2025
Estimated Fee:	£25,000 - £30,000 for Development Stage. Delivery stage fees to be agreed.
Clarification requests submitted to:	heritage@hyndburnbc.gov.uk





Brief outline

Hyndburn Borough Council is seeking a suitably experienced team comprising a business planning consultant and a governance consultant to tender for the preparation of a business plan and consideration of governance arrangements for the successful delivery and subsequent operation of Accrington Market Chambers (AMC). The business plan shall be prepared in a form that takes account of all relevant guidelines published by the National Lottery Heritage Fund.

During the National Lottery Heritage Fund Development Phase, the appointed consultancy team will produce a ten year business plan including plans for revenue fundraising and operational income generation to ensure the museum and the complementary activities in AMC are financially sustainable.

Alongside and following an initial stage of business planning work, the consultancy team will undertake a review of potential governance models for the operation of the building and, as more detailed business planning work is advanced and there is better clarity as to the scope and nature of building functions and users, the consultant will then make recommendations for a preferred governance and management arrangement for AMC to provide robust sustainability for the new heritage and related offer in the building.

The appointed consultant will develop a detailed business plan and proposals for associated operational governance arrangements in consultation with Hyndburn Borough Council and with stakeholders such as the Culture and Heritage Investment Panel, CHIP. A panel of experienced and practicing arts, heritage and cultural professionals who advise and consult on the strategic development of culture and heritage in the borough guided by Hyndburn's new Cultural Strategy 2024-2030 and cultural partners such as Super Slow Way, Idle Women and Lancashire Museums to:

1. Hyndburn Borough Council invites you to submit a competitive tender to supply services as described above and in this tender pack. The successful tenderer will have relevant experience of heritage and cultural business planning services and detailed knowledge of the range of governance options applicable to operating a heritage organisation. These options shall include (but not be limited to)
 1. In house operation
 2. The establishment of a purpose defined not-for-profit entity (the pros and cons of the relevant legal forms of entity should be set out)
 3. Management by an existing, suitably experienced not-for-profit entity on a lease or other basis
 4. Management by one or more external services contractor(s) on a suitable form (or suitable forms) of contract management arrangement.
2. Specify the methodology they plan to use to meet the aims and objectives of their work in this proposal. Please include the following in the method statement; author of the document, business name, project, activity, description of work, dates, hours of work, key people, references to other documents, sequence of work, health and safety arrangements, monitoring arrangements, first aid, emergency procedures and a day rate. The consultant will work closely with the AMC project team to establish the parameters of the project in detail at the beginning of the project.
3. Provide a primary point of contact and their details of who is available for an initial in person project team meeting shortly after appointment, to include a project brief and tour of Accrington Town Square projects. In addition, we will require monthly update meetings with core project team, in-person mid-way project meeting to align with National Lottery Heritage Fund development phase review, date TBC. Consideration for all information to be accessible and available to all work streams will need to be taken.
4. The consultant should advise on the relevance of the principles and practice of all types of governance including in-house and/or community asset transfer of the building asset. As noted above, a preferred governance arrangement should be recommended once the business planning process is advanced to the point at which the scope, scale and nature of building uses, functions and potential partnerships is clearly defined.
5. Prepare a 10 year Business Plan including income and expenditure projections informed by appropriate comparator and such other market research to ensure a viable and sustainable offer as is reasonably needed to justify these to the Council, National Lottery Heritage and other funders.
6. The 10 year Business Plan should review the identified priorities and proposed uses and advise on the synergy between these and their commercial, community and sustainability and the capacity to deliver against these.
7. Provide a road map to financial sustainability with clear priorities for diverse income streams.
8. Include an income generation plan (incorporating plans for revenue fundraising and operational commercial activity). Consider flexible ticketing or membership options (if implemented) e.g. ant available offers that support shorter, more frequent visiting.

Brief outline

9. Work collaboratively with other members of the appointed professional team to ensure that the business plan forecasts are informed by and incorporate the financial and other outputs of the Architect-led Design team, the Exhibition Design team, the Activity Plan action plan, the digital strategy and the Management and Maintenance Plan and takes account of their programme requirements.
10. Work collaboratively with other members of the appointed professional team to ensure that the project cash flow (project costs and funding) is dovetailed as required with the business plan
11. Brief, liaise with and take account of the outputs of the work of the appointed catering and retail consultants working as sub-contractors to the architect-led design team
12. Work with and incorporate relevant outputs from the Digital Strategy and any other appointed consultants or Council officers to ensure that the business plan includes a robust, costed and timetabled marketing action plan
13. Depending on the Council's choice of the governance and operational management proposition for AMC, advise on the requirements for specialist legal advice to establish a new entity (if required) and work with the Council to devise a brief for such services to be included as part of the National Lottery Heritage Fund Delivery Phase application
14. The consultant may engage other specialists as part of their team to ensure that they have the required expertise in the round to deliver the service set out in this brief. Any such sub-contract arrangements shall be identified in the tender response and include the sub-contractor's relevant experience.
15. Progress reporting, engagement and consultation will be expected to take place monthly with Hyndburn Borough Council, the Culture and Heritage Investment Panel and relevant stakeholders.
16. Provide a primary point of contact and details of who is available for an initial in person project team meeting shortly after appointment, to include a project brief and tour of Accrington Town Square projects. In addition we will require monthly update meetings with core project team, in-person mid-way project meeting to align with National Lottery Heritage Fund development phase review, date TBC. Consideration for all information to be accessible and available to all work streams will need to be taken.
17. Contribute to any options and/or value engineering exercises as reasonably required by the council or NLHF as the Development Phase progresses and offer advice and guidance on the business planning implications of these.
18. Explore the feasibility of establishing a freestanding fundraising charity, for example the charity that supports Experience Barnsley, or broadening the existing charity at Haworth Art Gallery for options 1, 3, or 4. Should option 2 be chosen fundraising should be built into the entity.
19. Prepare fully costed tender briefs for delivery stage updates to the business plan, see below.

Delivery Stage

Subject to satisfactory performance and funding being secured for the Delivery Phase, members of the Interpretation Plan team may also be commissioned, through this same tender process, to work with the Project Team to deliver updates to the Interpretation Plan.

If successful the work will include:

- 18.** Updated business plan including income and expenditure projections informed by appropriate comparator and such other market research as is reasonably needed to justify these to the Council, NLHF and other funders six months prior to the building works and fit out being completed.
- 19.** Once the building is operational an updated business plan including income and expenditure projections informed by initial trading operations, appropriate comparator and such other market research as is reasonably needed to justify these to the council, NLHF and other funders, will be required six months after opening.

However, there is no guarantee the Delivery Phase services will be required and bidders should take account of this.

Copyright and Confidentiality

The Consultant will assign the copyright of all plans, reports and outputs to Hyndburn Borough Council for use in connections with its operations. The Consultant must clear the copyright for any third-party images, illustrations or other material used.

The Business Plan will be a confidential document and may therefore not be distributed without prior consent from Hyndburn Borough Council.

Tender Requirements

The tender should include the following:

- a.** Proposed methodology, programme and timescales.
- b.** A CV (or team CV's) detailing relevant experience of business planning and development, especially for National Lottery Heritage Fund funded projects and in historic building settings.
- c.** Specific challenges and learning from previous National Lottery Heritage Fund business planning work and how you would apply that to Accrington Market Chambers programme.
- d.** A fixed-price quote proving a cost breakdown together with confirmation of any expenses including daily rates and VAT registration if applicable.
- e.** Confirmation that the consultant has the capacity to complete the work within the contract period indicated.
- f.** Insurance details. Consultants who do not hold the required level of insurance cover may indicate the cost of obtaining this additional cover and this will be added to the total cost of the quoted price for comparison purposes.
- g.** The contact details for two referees

Selection Information

Submissions will be assessed on; appropriate experience in the cultural and heritage sector; the appropriateness of the proposed methodology and methods, a clear understanding of the requirements of the Project; a proven track record of successful delivery of similar projects; an approach which is both imaginative and practical and represents good value for money. We would also like to see evidence of good team working and of successful completion of other projects funding with National Lottery Heritage Fund support.

- Selection will be based on a Price/Quality Scoring split of 30%/70%. Experience – 30% Approach – 40% Price – 30%
- Panel Interviews
- References
- National Lottery Heritage Fund Sign Off

Please see below for an outline of the evaluation criteria:

Evaluation Criteria	Rating	x	Weight	=	Total
a. Qualifications and experience of the proposed person/team. As detailed on CV's supplied		X	5	=	
B. Proven track record within the last 3 years of similar activity development and delivery project (with National Lottery Heritage Fund funding) at a similar value to time and budget – list out projects involved in within last 3 years and the role the consultancy played within		X	3	=	
Proposed methodology					
a. A full statement on your proposed approach to completing the work, this should include how you will undertake consultations and identify key audiences.		X	3	=	
b. Outline how you will work with the AMC team and wider project team		X	5	=	
Price					
Fixed and Firm Cost with full breakdown of day rate, resource allocation and expenses split across the development and delivery phase		X	3	=	
Total					

Price Evaluation

Price will count for 30 marks and will be evaluated on the basis of each Tenderer's tendered prices as set out. The lowest overall tendered price will score full marks for price.

The marks for price for each other Tender will be calculated by the following formula:

Maximum marks for Price

X

Price of lowest priced Tender Price of Tender being evaluated

How to Submit

The tender document should be marked **Business Plan and Governance Arrangement Consultant** in PDF format and sent to heritage@hyndburnbc.gov.uk no later than the closing date, **09/12/2024, 2pm**.

Any documentation arriving after this time will not be accepted.

Tenders may be submitted in the following formats:

- a. Hard copy
- b. On CD ROM
- c. In PDF

All tender submissions should be submitted in sealed envelopes marked tender for Access Consultant and have no marking identifying the sender.

Short listed candidates will be invited to interview and will be asked to make a presentation of their proposal.

Enquiries

Any enquiries about the tender process and general questions should be submitted to heritage@hyndburnbc.gov.uk no later than **27/11/2024**.

Additional Information

Tenderers must keep their tenders open for 90 days. Hyndburn Borough Council is committed to procuring goods, works and services locally whenever possible and in an environmentally responsibility manner. We are committed to equality and diversity and will assist tenderers to gain access to the process. We will use guidance from the National Lottery Heritage Fund.

General Conditions of Contract for the Supply of Goods, Materials, Plant Equipment or Services

Tenderers must keep their tenders open for 90 days. Hyndburn Borough Council is committed to procuring goods, works and services locally whenever possible and in an environmentally responsibility manner. We are committed to equality and diversity and will assist tenderers to gain access to the process. We will use guidance from the National Lottery Heritage Fund.

1. DEFINITIONS

In these conditions

- 1.1 The "Order" means any order, requirement or instructions given concerning the Supplies by any employee of the Council with the authority to do so.
- 1.2 The "Council" means Hyndburn Borough Council
- 1.3 The "Supplier" means the person with whom the Order is placed
- 1.4 The "Supplies" means all goods, materials, equipment or services the subject of the Order
- 1.5 The "Specification" means the technical requirements and/or description of the Supplies and/or the Supplier's proprietary specification set out in the Order and any attached documentation of the Council.

2. DELIVERY AND ACCEPTANCE

- 2.1 On delivery the Council shall not be deemed to accept the Supplies (whether or not an advice/delivery note has been signed) until the Council has had a reasonable opportunity to examine the Supplies. The Council shall have the right to reject any Supplies or part hereof which in its opinion fails to meet the Specification.
- 2.2 The Council may reject any Supplies that are not appropriately packed and labelled.
- 2.3 Property in the Supplies shall pass to the Council only when they have been delivered as specified in the Order and accepted by the Council.

2. DELIVERY AND ACCEPTANCE

2.4 Without prejudice to any other right or remedy of the Council, if the Supplier does not deliver the Supplies as set out in the Order, the Council will be entitled to determine this contract and to purchase other goods of the same or similar description in their place. In such circumstances the Supplier shall pay to the Council on demand the amount by which the cost of so purchasing the other goods exceeds the amount which would have been payable to the Supplier in respect of the Supplies and the Council may deduct this amount from any sums whatsoever payable by the Council to the Supplier.

3. SUPPLIER'S DOCUMENTATION

The Supplier shall provide the Council with all current and future instructions that relate to the use, and where appropriate the storage, of the Supplies. In particular the Supplier shall draw the Council's attention to any danger which may be encountered with the storage, use, handling and application of any processes undertaken with the Supplies. Such documentation and instructions shall be in accordance with the requirements of the Health and Safety at Work etc Act 1974, Municipal Year 2023/4 40 of 44 Updated May 2023 and January 2024 the Provision and Use of Work Equipment Regulations 1998 and any other relevant legislation in force at any time.

4. WARRANTY INDEMNIFICATION AND INSURANCE

4.1 With regard to the supply and delivery of any Supplies the Supplier is to be completely responsible for and shall completely indemnify the Council against any liability, loss, claim, demand or proceedings whatsoever (other than death or personal injury resulting from the negligence of the Council) whether arising under statute or otherwise in respect of personal injury to or the death of any person and injury or damage to real or personal property if such liability, loss, claim, demand or proceeding arises out of, in the course of or is caused by the supply and/or delivery of the Supplies. In respect of such injury or damage the Supplier shall affect adequate and satisfactory insurance with a reputable Insurance Company and shall produce on demand the policy for such insurance and the receipt for the current premium to any duly authorised officer of the Council.

4.2 The Supplier warrants that the Supplies comply with the description in the Order.

4.3 The Supplier warrants that the Supplies are of good quality and material.

4.4 The Supplier warrants that the supply of the Supplies under the Order will not infringe any third party intellectual property rights.

4.5 The Supplier will fully indemnify the Council against any breach of clause 4.4

5. QUALITY STANDARDS

Where an appropriate British Standard Specification, British Standard Code of Practice or European Directive is current at the date of this Contract all Supplies shall be in accordance with that Standard.

6. INSOLVENCY

The Council may at any time by notice in writing summarily determine this Contract without compensation of any amount being payable to the Supplier by the Council in any of the following events:

6.1 The Supplier is an individual and becomes bankrupt or has a receiving order or administration order or interim order made against him or makes any composition or scheme of arrangement with his creditors, or

6.2 The Supplier is a firm and any partner in it becomes bankrupt or has a receiving order or administration order or interim order made against him or makes any composition or scheme of arrangement with his creditors, or

6.3 The Supplier is a company and passes a resolution or a court makes an order for winding it up (except for the purpose of amalgamation or reconstruction); or an administrative receiver is appointed or an administration is made. Such determination will not prejudice or affect any right of action or remedy, which shall have accrued at any time to the council. Municipal Year 2023/4 41 of 44 Updated May 2023 and January 2024

7. TRANSFER OF CONTRACT

The Supplier must not assign or sublet the contract or any part of it without first getting the Council's written permission.

8. CANCELLATION ON GROUNDS OF IMPROPRIETY

The Council may cancel the contract and recover from the Supplier the amount of any loss resulting from such cancellation if:

8.1 The Supplier has 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 not doing anything relating to the contract or any other contract with the Council or for favouring or not favouring any person in relation to the contract or any other contract with the Council;

8.2 Like acts have been done by any person employed by the Supplier or acting on his behalf; or

8.3 Any such person has committed any offence under the Bribery Act 2010

9. CONTRACT RATE AND PAYMENT

9.1 All contract prices shall be fixed unless the Order says otherwise.

9.2 Payment will be made by the Council within thirty days of receiving a valid VAT invoice.

9.3 The Supplier's invoice must include the Order number for the Supplies and be sent to the invoice address shown on the Order.

9.4 Payment will normally be made direct to Supplier's bank account. The Supplier should ensure that the Council has its bank account details.

9.5 A valid VAT debit or credit note must support any alterations to the amount invoiced.

10. RECOVERY OF SUMS DUE TO THE DEPARTMENT

Any sum of money payable by the Supplier to the Council under the contract may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this or any other contract with the Council.

11. ARBITRATION

11.1 All disputes between the parties, arising out of or connected with this contract, shall be referred to an arbitrator to be agreed (within 14 days of notice being given in writing by the party requiring such agreement) by the parties or in default of such agreement to be nominated by the President of the Chartered Institute of Arbitrators save that the Council may refer such dispute to a court of competent jurisdiction in which case this paragraph will no longer have effect with respect to that dispute. Municipal Year 2023/4 42 of 44 Updated May 2023 and January 2024

11.2 The decisions of the arbitrator shall be binding on both the Council and the Supplier. The costs of arbitration shall be borne by the unsuccessful party unless the arbitrator determines otherwise.

12. AGENCY

Neither the Supplier nor its employees shall in any circumstances hold itself or themselves out as being the servant, agent or partner of the Council.

13. PATENTS

The Supplier shall indemnify the Council against any costs, claims, proceedings, expenses and demands arising from the use, manufacture, supply or delivery of any process, article, matter or thing supplied under the contract which would constitute any infringement of any patent, right, design, trademark or copyright.

14. WAIVER

Any concession or waiver allowed by the Council to the Supplier in respect of any term hereof at any time shall not prevent the Council from subsequently enforcing that term and shall not be deemed a waiver of any subsequent breach.

15. SEVERANCE

In the event that any term, condition or provision of the contract shall be nullified or made void by any law, decree, regulation or order or by the decision or order of any court having jurisdiction, the remaining terms, conditions and provisions of the contract shall remain in full force and effect.

16. APPLICABLE LAW

The contract is subject to English law.

17. APPLICATION

These conditions are an integral part of the contract, and shall apply except to the extent that they may be inconsistent with any special conditions which apply to the contract, which shall have precedence over these conditions. These conditions shall take precedence over any standard conditions of the Supplier

18. ORDERED VARIATIONS

The Council shall be entitled to issue to the Supplier instructions in writing requiring the Supplier to do all or any of the following: To omit the whole or any part or parts of the Supplies, either permanently or indefinitely or during a specific period or periods specified by the Council, provided that an instruction to omit the whole of the Supplies will only be issued if the provision of the Supplies is no longer operationally expedient to the Council.

19. FREEDOM IN INFORMATION

Municipal Year 2023/4 43 of 44 Updated May 2023 and January 2024

19.1 The Supplier shall provide all reasonable assistance to enable the Council to comply with any request received under the Freedom of Information Act 2000 (FOIA) which relates to the Contract and / or the Supplies.

19.2 In the event that any request made under the FOIA relates to the Supplier, the Supplies, the contract price or any other matter which falls under the auspices of this agreement, the Council shall consult with the Supplier prior to disclosure.

19.3 The Council shall have an absolute discretion to determine the question of disclosure having consulted with the Supplier in accordance with Clause 19.2 above.

20. EQUALITY AND NON-DISCRIMINATION

20.1 The Supplier will not discriminate directly or indirectly against any person contrary to the Equality Act 2010 or any re-enactment or any other legal requirement applicable during this Contract.

20.2 The Supplier will not treat a person less favourably for a reason relating to that person's disability (as defined by the Equality Act 2010) nor fail to comply with a duty under that Act to make a reasonable adjustment in relation to the disabled person.

20.3 Where the Supplier carries out work on the Council's premises or alongside the Council's staff or has contact with the public under this Contract, the Supplier will comply with the Council's relevant employment policies and codes of practice.

20.4 The Supplier will notify the Council as soon as it becomes aware of any complaint or proceedings against the Supplier alleging unlawful discrimination or any investigation of the Contractor's performance of this Contract by the Equality and Human Rights Commission or any successor body. In the event of any such complaint, proceedings or investigation, the Contractor will co-operate fully and promptly with the body undertaking the investigation or bringing the proceedings, and will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of such investigation or proceedings.

20.5 The Supplier will provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract and vice versa.

20.6 The Council reserves the right to require the Supplier, by written request, to remove any person involved in the performance of the contract where in the Council's reasonable opinion such person is acting contrary to the requirements of this Clause 20.

20.7 The Supplier will discharge its obligations under this contract without infringing the human rights of any person, as defined by the Human Rights Act 1998.

21. CONTRACT

In the absence of a formal contract between the parties: The Order and any agreed written amendments will constitute a binding agreement, and Municipal Year 2023/4 44 of 44 Updated May 2023 and January 2024 All written quotations received and formally accepted are subject to these terms and conditions and no addition or variation should be made or applied unless agreed in writing to the Council.

22. SUPPLIER RELATIONSHIP

Nothing in these terms and conditions is intended to create any legal relationship between the parties other than that of a supplier and customer.

