



# **INVITATION TO TENDER**

**Building Decarbonisation Project at  
Marl Pits Leisure Centre, Rawtenstall**

## **TENDER FOR CONSULTANTS**

<b>Reviewed/ Updated by:</b>	<b>Date of review/ change:</b>	<b>Version #</b>

**Version Control:**

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**Please read this entire document before completing your response.**

## 1.0 INSTRUCTIONS:

### Net Zero Rossendale: Building Decarbonisation Project- Invitation to Tender

- 1.1.1 Rossendale Borough Council ("the Council"), is inviting you to tender for the provision of those services described in the Scope of Services.
- 1.1.2 You are required to submit your Tender to meet the Scope of Services appended and set out in this Invitation to Tender.
- 1.1.3 It is essential that you comply with the following instructions in the preparation and submission of your Tender. The Council reserves the right to reject any Tender that does not comply with these instructions.
- 1.1.4 Tenders must be received by **12 noon on Friday 18<sup>th</sup> July 2025**. Any Tender submitted after this date and time will be disregarded by the Council.
- 1.1.5 Procurement timescale:

The process is being conducted in accordance with the following indicative timescale:

<b>Tender document issued</b>	<b>17/06/2025</b>
<b>Closing date for receipt of tender</b>	<b>18/07/2025 (12 noon)</b>
<b>Evaluation of bids</b>	<b>19/07/2025</b>
<b>Contract award decision (estimated)</b>	<b>24/07/2025</b>
<b>Standstill period</b>	<b>10 calendar days</b>
<b>Contract award and signing</b>	<b>04/08/2025</b>
<b>Anticipated contract completion</b>	<b>WP1- 31/12/2025*/ WP2- 31/01/2027*</b>

\* Tenderer to confirm completion date is achievable.

- 1.1.6 Clarification questions should be submitted by emailing [KwabenaPoku@rossendalebc.gov.uk](mailto:KwabenaPoku@rossendalebc.gov.uk) no later than 7 days prior to close date. Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all EOI registered parties.
- 1.1.7 Other than the registered officer, Kwabena Osei Poku, no other Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this Tender, or any other matter relating to the Contract. Any attempt to lobby for or against to Members or Officers of the Council or media during the tender process may be considered grounds for exclusion.
- 1.1.8 **Completed tenders must be submitted via our dedicated email address [tenders@rossendalebc.gov.uk](mailto:tenders@rossendalebc.gov.uk) no later than 12 noon on Friday 18<sup>th</sup> July, 2025, with specific reference in your title to Marl Pits Decarbonisation Project. It is the Tenderer's responsibility to ensure that the tender is received by the Council by the time stipulated. Any tender submitted after the date and time specified for submission shall only be accepted for consideration by the Council following agreement by the Monitoring Officer and the Section 151 Officer. The Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the information provided so that it shall cover all the obligations under the Contract and the Tenderer shall**

**be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Tenderer's tender**

**1.1.9 Your tender must include the following documents:**

- Full price schedule and cost breakdown
- Evaluation Responses
- Certificate of Non-Collusion and Non-Canvassing
- Acknowledgement and Agreement of the Terms and Conditions
- Acknowledgement and Agreement of the Data Protection Agreement

The Council reserves the right to reject any tender where the Tender Response has not been fully completed.

1.1.10 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.

1.1.11 A Tender submitted in accordance with this Request for Tender will be deemed to remain open for acceptance or non-acceptance by the Council for a period of 90 days from the closing date stipulated. The Council may accept the Tender at any time within this prescribed period. The Council shall, however, not be bound to accept the lowest or any tender.

1.1.12 If your tender is accepted by the Council, you will be required to enter into a Contract with the Council for the provision of the Services ("the Contract"). The Contract shall incorporate the terms and conditions published with this Invitation to Tender.

1.1.13 Your Tender must be completed in full and in English.

1.1.14 Your Tender must be submitted in Microsoft Word format and any supporting documentation must be submitted in Microsoft Word, Microsoft Excel or Adobe PDF format. It is your responsibility to ensure that the Council receives your tender by the specified deadline. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance they must contact the Procuring Officer **no later than 4 calendar days before the submission date for the Tender** to enable any technical queries to be investigated and resolved.

1.1.15 Your Tender must be signed and dated where required.

## **1.2 SUB-CONTRACTING**

When submitting a quote, the bidder must notify the Council of any parts of the services, which it proposes to sub-contract. Failure to do so will invalidate any such quotation.

The Council's prior written approval must be obtained before any part of the services is sub-contracted. The Council reserves the right to refuse such approval at its absolute discretion.

An approved sub-contractor must give a direct warranty and undertaking to the Council but the Contractor will nonetheless remain primarily liable for the provision of the Services.

### 1.3 CLARIFICATION

Should you require clarification in respect of anything contained within this ITT documentation, you must submit your question via the email [KwabenaPoku@rossendalebc.gov.uk](mailto:KwabenaPoku@rossendalebc.gov.uk) no later 8th July 2025 at 12:00 noon

The Council's responses to any queries or clarification requests may be circulated to all Bidders. Please confirm your intention to tender as soon as possible to receive these notifications.

## FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").

As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

Economic Development Rossendale Borough Council

## 2.0 SPECIFICATION:

### **Net Zero Rossendale: The Council is seeking a consultancy to develop RIBA Stage 4 Technical Designs & Professional MEP Services for a Building Decarbonisation Project**

#### **Background:**

- 2.1 Rossendale Borough Council has successfully secured funding from Phase 4 of the Public Sector Decarbonisation Scheme (PSDS) to deliver heat decarbonisation and energy efficiency measures at Marl Pits Leisure Centre in Rawtenstall.

One of the key barriers to meeting the UK's 2050 Net Zero target is the way buildings are heated. Most of the Council's buildings are reliant on fossil fuel-based heating. Energy consumption from heating council-owned buildings contributed the Council's largest emissions in 2020 (51%). Marl Pits Leisure Centre is the Council's largest carbon emitter and use almost 50% of the total energy across the Council's estate

Marl Pits Leisure Centre provides exercise & swimming facilities for the community of Rawtenstall and the surrounding area. The pool was constructed in 1971 and underwent major refurbishment & extension in 2012; extending the existing swimming pool building to add gym facilities and a new reception area. The refurbishment included the replacement of the direct fired gas heater for the pool/changing area & installation of the gas-fired boilers supplying the domestic hot water, pool water heating & heating for the lobby/circulation area/toilets. In 2025, the direct gas fired air handling unit was replaced with a heat pump-ready air handling unit that includes a heat recovery system, heat for this is supplied via the existing gas-fired boilers.

The PSDS funding is to support the decarbonisation of the heating system at Marl Pits Leisure Centre by replacing the 2no. gas-fired boilers with an air source heat pump system. The small number of radiators (in the lobby, circulation area & toilets) means that, should emitters need enlarging, this will be a relatively small number of units. Other carbon saving measures include pipe and valve insulation, fluorescent lighting replacements and solar photovoltaics.

This tender is to cover the Energy Consultancy services for the development of RIBA Stage 4 designs and professional services required for the first of two Work Packages (WP). Work will be delivered over a two-year period with WP 1 (25/26) focused on design, planning and procurement and WP 2 (26/27) on delivery, installation, commissioning, and handover. WP 1 should be completed by January 2026 and WP2 should be completed by January 2027

## 2.2 Phase 1 – Pre-Construction Services (RIBA Stage 4)

The initial appointment will be for the pre-construction services, which encompass the completion of RIBA Stage 4 (Technical Design). The contractor will be responsible for providing detailed designs, ensuring the buildability of the design, and contributing to cost estimation, planning, and risk identification during this phase.

#### **Key Responsibilities for RIBA Stage 4:**

- Ensure the design can be practically constructed and meets the required performance specifications.

- Assist with detailed cost estimation, including providing open book pricing, planning and DNO applications.
- Contribute to risk management by identifying potential risks and proposing mitigation strategies.
- Review and validate the design to confirm that it aligns with project requirements and is feasible for construction.
- Support the completion of all Salix PSDS documentation including and not limited to monthly monitoring reports, funding draw down requests, change requests and any other documentation as required by the project.

### 2.3 Phase 2 – Construction Works (RIBA Stage 5 and 6)

The ITT also includes the potential for the appointed Contractor to undertake the construction works, which cover RIBA Stage 5 (Construction) and RIBA Stage 6 (Handover and Close Out). However, the appointment for these stages is not guaranteed at this point. Upon the completion of RIBA Stage 4, a formal review will be conducted to assess the Contractor's performance and the project's requirements. It is anticipated that the decision to proceed to WP2 will be made within 6 weeks from the completion of WP1.

Key Points for RIBA Stage 5 and 6:

- The ITT outlines the requirements for both pre-construction services and potential construction works, but the contractor is only guaranteed the work for RIBA Stage 4.
- Following the completion of RIBA Stage 4, the Council will review whether to appoint the contractor for RIBA Stage 5 and 6 based on performance, costs, and other considerations.
- Deliver the goods and or provide services/deliver the works at Marl Pits Leisure Centre, Rawtenstall, BB4 7SN.
- The main contract is subject to obtaining all necessary planning consents. The responsibility for securing these consents will primarily rest with the Council. However, the appointed contractor will be expected to provide technical support and relevant information as required during the planning process.
- The contractor must be aware that no construction works, particularly any equipment ordering or significant on-site activities, can commence until all planning permissions are secured. The timeline for the project may be extended if planning approvals are delayed. Coordination with external parties, may also impact the timing of planning approvals and should be factored into the project delivery plan.



- If planning consent is not obtained within a reasonable time, the Council reserves the right to activate the break clause and re-tender the works if necessary.
- The project is partially funded through the Public Sector Decarbonisation Scheme (PSDS), and the key funding condition is that the project must be fully delivered, reach Practical Completion (PC), and be signed off by the end of January 2027. This is the final deadline for the project, and all works must be completed, tested, commissioned, and handed over before this date to ensure compliance with funding requirements.
- It is desirable for the successful consultant to have experience of delivering Salix grant-funded decarbonisation projects, including familiarity with the requirement to spend a minimum specified amount of the funding each year. The grant allocation is £107,250.00 for year 1 and £1,271,922.00 for year 2.
- Failure to meet the end of January 2027 deadline could result in the loss of funding, and the contractor must plan their work accordingly to avoid any delays that could jeopardise the project's completion within the required timeframe. It is essential that any bids received are compliant with the Council's time constraints.
- The Council estimates that the value of the contract, including any extensions, is estimated to be no more than £1,679,172 (one million, six hundred and seventy-nine thousand pounds and one hundred and seventy two pounds.) excluding VAT.

## **2.4 Provision of Information**

2.4.1 The Council will provide a copy of the following relevant information –

Pricing Schedule (APPENDIX A)

Evaluation Response (APPENDIX B)

Standard Terms & Conditions (APPENDIX C)

Certificate of non-collusion & canvassing (APPENDIX D)

Data protection (APPENDIX E)

These documents are available in the Appendix at the end of this document.

## **2.5 Management Arrangements:**

The Economic Development Team led by the Climate Change Programme Officer, Kwabena Osei Poku, will manage the commission. The Economic Development Team will co-ordinate liaison between the Consultant and other relevant Officers in the Council and other organisations, where necessary.

## **2.6 Submission Requirements:**

2.6.1 Tenderers are invited to submit proposals to Rossendale Borough Council for consideration demonstrating the following:

Economic Development Rossendale Borough Council

- An understanding of the brief and requirements;
- A fully costed Scope of Services as provided in this tender document;

## **2.7 Resources and Personnel:**

2.7.1 Tenderers must specify how their project team will be set up, who will lead it and the roles each member of the team will play; the roles and responsibilities of any sub-consultants should also be set out clearly. CVs of the project personnel including lead Energy Consultant, and other appropriate staff, including any sub-consultants, should be provided.

2.7.2 A clear day to day Energy Consultant must be identified who will be the main contact and who will have full knowledge of every aspect in the preparation sections of the Tender and that any immediate issues can be quickly addressed, or meetings attended at short notice.

## **2.8 Capability Statements and References:**

2.8.1 Bidders will be required to demonstrate a proven track record with regards to the requirements of the commission. The key skills and competencies required from contractors are:

- Knowledge and understanding of building heat decarbonisation;
- Experience of having worked on building heat decarbonisation projects;

2.9 Please provide details of three comparative or relevant projects carried out by your organisation and by the individuals who would be part of the project (please limit each example to one double-sided A4 page).

2.10 Details of two independent referees (including at least one Local Authority), for whom similar, or comparable, work has been conducted.

## **2.11 Tender Pricing:**

2.11.1 Tenderers are requested to submit a detailed cost breakdown for each element of the works, with an overall cost, including VAT.

## **3.0 EVALUATION CRITERIA and SELECTION PROCESS:**

3.1 We will evaluate the quotations received on the basis of the Most Advantageous Tender (MAT) criteria listed below.

In the event of a tie break (where two or more top scoring bids have the same total weighted score including both quality and price), the Council shall select from amongst those bids, the submission with the highest score for price.

**Cost: 30%**

**Quality 50% to include: proposed team, experience and progress monitoring**

**Health and Safety 10%**

**Social Value 10%**

Criteria	Maximum Potential Score	Weighting	Total Maximum Potential Score
<b>1) Proposed Team: Please provide:</b> Details of the proposed team who will be involved in the delivery of the work, detailing key staff including their professional qualifications, CV's, proposed roles in delivering this project and their responsibilities and, in particular, their relevant experience. Please identify who will be the lead Energy Consultant on the project on your behalf. Identify your supporting team structure and details of resilience for the core team to cover events such as absence through sickness and annual leave.	5	2	10
<b>2) Progress monitoring – methodology</b> Please provide details of your methodology statement for WP1 and WP2 to include examples of your monthly progress reports.	5	2	10
<b>3) Experience</b> Please provide three examples of previous experiences of working on similar development projects, ideally working with a Local Authority Client – detail the work undertaken, resourcing, challenges encountered and addressed and outcome.	5	2	10
<b>4) Health and Safety</b> Please include details to demonstrate how health and safety considerations by responding to the health and safety criteria in Appendix B	5	2	10
<b>5) Social Value</b> The Council recognises the important role it can play through the delivery of Social Value through procurement. Social Value is the additional economic, social and environmental benefits that can be created when the Council purchases from an outside organisation, above and beyond the value of the Services purchased.  Please include details of the Social Value your company commits to deliver by responding to the social value criteria in Appendix B.	5	2	10

- 3.1.1 **Evaluation** should ensure that you adequately cover the specific points included in the evaluation criteria listed above in your quotation response.

All responses will be assessed based on the following scoring methodology:

0	No response
1 Inadequate	<b>Significant indications</b> that the <b>proposal</b> lacks certain requirements in this area to achieve the required standard of service delivery / information totally inadequate
2 Concerns	<b>Some concerns</b> that the <b>proposal</b> may lack certain requirements in this area to achieve the required standard of service delivery
3 Minor Concerns	Information indicating potential to deliver outcomes with minor concerns
4 Potential	Information indicating potential to deliver outcomes
5 Capable	Comprehensive and strong information indicating <b>proposal</b> capable of delivering outcomes to required standard with added benefits

- 3.1.2 **Criteria 4 (Social Value)** will be assessed on the above 0-5 scoring methodology in respect of the quality of the social value offer including both the social value offered and the supporting description of how and when this will be delivered and evidenced to the Council. The descriptive information should provide confidence of your ability to deliver the SV offered.

Where a score of 3 or above is not achieved for each element of the Quality Criteria, the Council reserve the right to exclude the quotation at that point.

During the evaluation period, the Council reserves the right to request samples or to seek clarification, in writing or by means of a clarification meeting, with any or all of the Bidders.

Where a bidder has made an error in a quotation submission the Council may ask the bidder to confirm or withdraw their bid. However, where a bidder has made a visible and genuine arithmetical error, they may be given the opportunity to correct that error.

The Council reserve the right to carry out an independent financial appraisal of contractor's financial strength prior to contract award and will not award a contract to any contractor where this reveals any cause for concern which cannot subsequently be explained to the Council's satisfaction

- 3.1.3 **Responsible Procurement:** The answers provided in your response will be evaluated and scored. Bidders who self-certify that they do not meet the requirements of this section will be excluded. The provision of insufficient or false information and/or any responses that leads the Council, acting reasonably, to

conclude (considering the risk that the relevant answer concerns the Bidder's ability to properly perform the contract) that it would be inappropriate to select the Bidder on this occasion, will result in exclusion. Exclusion grounds may apply at any point in the procurement process up to the award of contract

#### 3.1.4 **Shortlisted Consultant**

The Shortlisted Consultant shall be the Bidder who scores overall highest in the above.

The Council will consider the Health & Safety information provided by the Shortlisted Consultant and may ask for additional documentary evidence and information to verify and support the answers given. The Council will not award a contract to any Consultant where this reveals any cause for concern which cannot subsequently be explained to the Council's satisfaction.

#### 3.1.5 **Insurance** - Prior to Contract Award the Shortlisted Consultant will be required to provide the following information to the Council's satisfaction:

- Insurance Documentation – Public Liability minimum of £5 million, Employers Liability £10million, Professional Indemnity £2 million

The Council reserves the right not to award the contract to the shortlisted contractor where the information provided raises any cause for concern. In this event, the Council will then consider the second shortlisted contractor and so on.

## Appendix A – Pricing Schedule

Evaluation of this section is based on the 60% Price criteria as described in the ITT

Bidders should complete the schedule below.

Bidders should also submit, as part of this fee proposal, a drawdown schedule for each element which, in line with the progress of works and the key dates, can be used to value the fees due each month.

Bidders should include in their Total Fixed Cost submitted in the table below for all costs including employee costs, supplies and services, materials, equipment, transport, management, administration and any other costs which the bidder deems necessary to be able to fulfil the Council's requirements as set out in the project scope and ITT documents. No additional claims for expenses will be accepted.

Phased payment arrangements will be applicable to this contract and will be agreed with the successful Bidder at the Inception meeting. This could be on satisfactory performance and completion of each Key Stage, within 30 days of receipt of a valid and undisputed invoice or as agreed at the meeting.

I/We the undersigned hereby offer to supply and deliver the goods, works and/or services described or referred to in the Specification and invitation to quote (ITT) documentation, for the following costs, exclusive of value added tax:  
(all costs to be quoted in pounds sterling and exclusive of V.A.T.)

	<b>Description of Goods/Services</b>	<b>FIXED COST (excl V.A.T) £ : p</b>
1.	As per appended schedule of work	£
<b>GRAND TOTAL COST:</b>		£

The above are the fully inclusive and total charges to be applied for the Services as described in the Scope of Service and associated documentation.

i) Period for which prices will remain fixed (from closing date for quotes) \_\_\_\_\_  
(minimum 90 days)

I/We hereby offer to supply the above mentioned goods and/or services on the Council's Standard Terms and Conditions of the Purchase of Consultancy Services, and confirm that we have read, understood and agree to be bound by these Conditions for all orders placed as a result of this process.

Signed \_\_\_\_\_

Name (Block Capitals) \_\_\_\_\_

Designation \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Tel No. \_\_\_\_\_

E-mail address \_\_\_\_\_

## Appendix B – Evaluation Response

Criteria	Response (Please feel free to use additional sheet as necessary but within any stated limits)	Score (Based on set criteria)
<p><b>1) Proposed Team: Please provide:</b> Details of the proposed team who will be involved in the delivery of the work, detailing key staff including their professional qualifications, CV's, proposed roles in delivering this project and their responsibilities and, in particular, their relevant experience. Please identify who will be the lead Energy Consultant on the project. Identify your supporting team structure and details of resilience for the core team to cover events such as absence through sickness and annual leave.</p>		
<p><b>2) Progress monitoring – methodology</b> Please provide details of your methodology statement for WP1 and WP2 to include examples of your monthly progress reports for the Energy Consultant role.</p>		
<p><b>3) Experience</b> Please provide three examples of previous experiences of working on similar development projects, ideally working with a Local Authority Client – detail the work undertaken, resourcing, challenges encountered and addressed and outcome.</p>		
<p><b>4) Health and Safety</b> Please provide the following: -A method statement detailing how health and safety will be incorporated into the design and procurement process  -The name, qualifications and professional memberships of your company's Competent Person for Health &amp; Safety and by key personnel who will be part</p>		



<p>of the project team.</p> <ul style="list-style-type: none"> <li>-Evidence of health and safety memberships held by your organisation, particularly relating to the quality of your health &amp; safety management system and arrangements.</li> <li>-Case studies of previous work where design risk management as well as health and safety best practice have been demonstrated.</li> </ul>		
<p><b>5) Social Value</b>  The Council recognises the important role it can play through the delivery of Social Value through procurement. Social Value is the additional economic, social and environmental benefits that can be created when the Council purchases from an outside organisation, above and beyond the value of the Services purchased.</p> <ul style="list-style-type: none"> <li>- Please confirm what % of your supply chain are based within 25 miles of the site</li> <li>- Please confirm attendance at least one Rossendale Works careers fair (this could be a job fair with the public, or a careers event for school-age pupils) and what support you can offer in that regard</li> <li>- Please confirm you will sign up to the Lancashire Skills Pledge.</li> <li>- Please confirm what engagement you can provide and what benefits you can generate for the local community through your appointment</li> <li>-Please explain how your organisation will add social and environmental value to the local</li> </ul>		

<p>community through this project. How will your approach align with our Council's Climate Action Plan and Net Zero ambitions</p> <p>-Please describe how your organisation promotes equality, diversity, and inclusion in both your workforce and your service delivery.</p>		
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**Appendix C: Standard Terms and Conditions of Contract**

Please see RBC Standard Terms and Conditions in the attached download ITT2 Standard T&Cs:

Please sign below to indicate you have read and accepted these terms & conditions:

Signature:.....

Date:.....

Position:.....

## **Appendix D: Certificate of non-collusion and canvassing:**

To: The Committee and Member Services Manager, Room 213, The Business Centre, Futures Park, Bacup OL13 0BB

### Statement of Non-Canvassing

I/we hereby certify that I/we have not canvassed any member, Director, Employee, Representative or Adviser of Rossendale Borough Council in connection with the proposed award of the Contract by Rossendale Borough Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, Employee, Representative or Adviser of Rossendale Borough Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### Statement of Non-Collusion

The essence of selective tendering for the Contract is that Rossendale Borough Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- communicate to a person other than Rossendale Borough Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that Rossendale Borough Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signature:.....

Date:.....

Position:.....

**Appendix E: Data protection:**

Please see link for copy of RBC Data Protection Processor Agreement:

[https://www.rossendale.gov.uk/downloads/file/14401/data\\_processor\\_agreement](https://www.rossendale.gov.uk/downloads/file/14401/data_processor_agreement)

Please sign below to indicate you have read and accept this agreement:

Signature:.....

Date:.....

Position:.....