**INVITATION TO TENDER (ITT) for British Flag Football Competition Management**

The British American Football Association (BAFA) recognises its unusual position compared to other UK sporting organisations, acting as both governing body and competition provider and that in the long-term it should act in a governing capacity only. We also acknowledge the current operational constraints, community feedback and the anticipated imminent burst in growth of the game of Flag Football which ultimately demands dedicated focus and greater operational agility. Therefore, to secure the long-term future of the sport, BAFA wishes to re-organise and secure dedicated delivery and management services for its current Flag Football provisions, potentially commencing as soon as the 2024/25 season.

The provisions are as follows and prospective suppliers are invited to bid in a modular format, covering one, many or all provisions but clear operational, business and strategic growth plans must be submitted on a per provision basis:

* National Flag Football League (NFFL)
* Women’s Flag Football League (WFFL)

At this point, Youth Flag Competition delivery is to be retained within BAFA.

With a focus on the future, we would also invite suppliers to offer suggestion of services to cater for

* University Flag Football Teams (Outside of BUCS Leagues)
* School events, clubs and competitions
* Additional suggested products to influence growth and increased participation in Flag Football

We would like to work with suppliers that can provide a high calibre service commensurate with the standards of our organisation and the high expectations of our current and future Flag Football community.

Any supplier must be able to show a clear understanding of the current state of the game globally alongside the UK sporting landscape and associated existing BAFA strategies. They must also be willing and able to demonstrate how they would work harmoniously alongside BAFA, it’s nominated expert sub-organisations and partners to support a comprehensive ecosystem for the sport in the UK.

We also wish to work with suppliers that will elevate the sport and it’s reach in the UK to new heights and have strong track-records of delivering quality sports management and events services from grassroots to performance levels.

This brief outlines the aims and objectives of this project including the anticipated services, outcomes and expectations of tendering companies, including information relating to the tendering process and instructions.

Enclosed in this ITT are the following:

* Document 1 Instructions and information on the tendering procedures.
* Document 2 Specification of the Requirement.
* Document 3 Declaration and information to be provided by tenderer.
* Attachment 1 The Contract (including Schedules 1 and 2, and Annex 1)

Please read the instructions in the tendering procedure carefully. Failure to comply may invalidate your tender which must be returned by the date and time given below. Late tenders will not be considered.

A copy of your tender, in PDF format, must be received by [amanda.mcdonald@britishamericanfootball.org](mailto:amanda.mcdonald@britishamericanfootball.org) no later than **5pm GMT on Friday 10 May 2024.**

Please note, by issuing this invitation, BAFA is not bound in any way and does not have to accept any tender. The evaluation of submitted tenders, and the decision making process to accept any tender will sit exclusively with the BAFA board.

In the meantime, please contact me if you have any questions about the tendering procedure. The enclosed Document 1 and Document 2 contain details providing you with further information of BAFA’s requirements.

I look forward to your response.

Yours sincerely,

**Amanda McDonald  
BAFA Operations Manager**

**DOCUMENT 1: INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES**

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Amanda McDonald [amanda.mcdonald@britishamericanfootball.org](mailto:amanda.mcdonald@britishamericanfootball.org) if you have any doubts as to what is required, or you have difficulty in providing the information requested. Pre-tender negotiations are not allowed.

1. **Contract Period:** The contract is to be for an initial period of three (3) years with the possibility of ongoing extension subject to a satisfactory service being received by BAFA and its community and should the supplier be in a position to do so.
2. **Incomplete Tenders:** Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.
3. **Tender Receipt:** Confirmation of receipt of bid will be sent by email. All tenders must be submitted electronically, by email in PDF format. Tenders must be delivered by 5pm GMT on Friday 10 May 2024. Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered no later than the appointed time.
4. **Acceptance of Tenders:** By issuing this invitation, BAFA is not bound in any way and does not have to accept any tender and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.
5. **Inducements:** Offering an inducement of any kind in relation to obtaining this or any other contract with BAFA will disqualify your tender from being considered and may constitute a criminal offence.
6. **Confidentiality of Tenders:** Please note the following requirements. Failure to comply with these conditions may disqualify your tender. You must not:
   * + Tell anyone else what your tender price/structure is, or will be, before the time limit for delivery of tenders.
     + Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
     + Make any arrangements with another organisation about whether they should tender, or about their or your tender price.
7. **Costs and Expenses:** You will not be entitled to claim from BAFA any costs or expenses which you may incur in preparing your tender whether your tender is successful or not.
8. **Debriefing:** Following the award of contract, a debriefing will be included in the letter sent to unsuccessful bidders.
9. **Evaluation Criteria:** The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most strategically advantageous tender.
10. **Tenderer Capability:** Your capability to deliver indicated provisions will be evaluated using selection and award criteria, the award criteria are set out in Annex 1.
11. **Freedom of Information**: If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Freedom of Information Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by BAFA should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.
12. **Tender Period:** Due to the intensive evaluation process, BAFA requires tenders to remain valid for the period specified in Document 3.
13. **Basis of the Contract:** The specification in Document 2, the terms and conditions in Document 3 and Attachment 1, together with any special requirements, will form the basis of the contract between the successful tenderer and BAFA.
14. **Timetable:** This timetable is provisional and may be subject to change but will be adhered to by BAFA as far as reasonably possible. ACTIVITY TIMESCALE:
    * Advertise 19/04/24
    * Start of clarifications stage/any questions about the specification or procurement process 22/04/24
    * End of clarifications stage 07/05/24
    * Submissions deadline for receipt of bids 10/05/24
    * Supplier clarification interviews (if required) 20/05/24 - 24/05/24
    * Inform bidders of award and award contract 10/06/24
15. **Format of Bids:** All responses should be sent by email and in PDF format. Any proposal should be constructed in the following manner:
    * Section 1 - Table of Contents
    * Section 2 - Organisation Summary – a brief introduction to your company Including your company history, core business activities, client list and contact details for the individual(s) dealing with the tender process.
    * Section 3 - Main Contact - details on the individual(s) who would develop and implement the partnership. Include names, position within the organisation, and synopsis of relevant experience.
    * Section 4 – Provision Delivery – a brief of how you intend to deliver/structure each provision which you are bidding for, including organisational processes, resourcing and response times.
    * Section 5 – Sport Promotion – a brief of how you will advertise the sport, sporting opportunities and how you intend to grow its reach.
    * Section 6 – Partnership with BAFA - Detail the items which you would request BAFA to supply within this partnership including commercial agreement (where applicable) and detail any levers you intend to use in order to support BAFA’s overall mission and long-term strategy.
    * Section 7 – Outline key operational processes, associated with the management of the respective competitions, including software/partners and transition plans.
    * Section 8 - Declaration of Interest - Explain your relationship with any of the employees, contractors, or member organisations of BAFA, including details of work carried out by your company on their behalf. BAFA may contact these individuals/organisations to discuss this project.
    * Section 9 – Conclusion / Summary
    * Attachments - Declarations & Undertakings (see Document 3)
16. Whilst every endeavour has been made to give tenderers an accurate description of BAFA’s requirements, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

**DOCUMENT 2: SPECIFICATION OF REQUIREMENT**

1. **Delivery Requirements and Indicative Partner Benefits:**

Flag Football is set to explode globally and BAFA are committed to supporting and delivering overall high quality football experiences which serve both the current and future British Flag Football community across the length and breadth of the UK.

Any prospective Flag Football delivery partner must be able to:

* Effectively define and show how they would support a comprehensive UK Flag Football ecosystem
* They must show how they can support, deliver and develop/enhance one or more of the current BAFA Flag competitions, including the NFFL (supporting ~65 teams across the UK) and WFFL (supporting ~20 teams across the UK) whilst keeping an eye on future opportunities
* They must be able to define their wraparound processes (e.g. set-up and event management) which clearly outline the high standards BAFA and the Flag Football community demand, providing assurance that these standards will be met.
* Indicate opportunities to advertise the British Flag Football and prospective partner brands at events, as well as add value to the game (e.g. sale of merchandise)
* Provide a clear indication on how they intend to support and influence growth and reach of the game
* They must be able to show a clear roadmap from the current position to their end goal and a transition plan from the current setup which does not diminish the current service

To support any prospective delivery partner BAFA / British Flag Football will offer the following benefits:

* Endorsement from the National Governing Body of American Football across the whole of Great Britain.
* Association with successful national teams and positive role models.
* Use of relevant BAFA/British Flag Football logos and images.
* Brand awareness through media coverage and at associated BAFA major event programmes
* Product relevant, exclusive access to the BAFA community through our communication channels
* Opportunity to create engaging activation campaigns to shape the perception of your brand
* Direct support from BAFA/British Flag Football who would be committed to promoting and providing resources to support the success of a prospective delivery partner
* Access to our existing partner network

Prospective delivery partners are welcome to advise in their response of any further items they request from the organisation, so long as they justify why/how it would further BAFA’s commitment to Flag Football.

**2. Delivery Partner Assessment**

Throughout this tender process, BAFA needs to be instilled with the confidence to enter a partnership with any partner. Six core areas will be investigated:

1. The pedigree of your organisation.
2. Your ability to provide the requisite product and high customer service levels.
3. Your ambition to work proactively to activate the partnership and raise the profile of both brands.
4. Your commitment to customer/community service and the processes through which that will be managed
5. How sustainable, accessible and environmentally friendly your processes may be
6. Your commercial offer to BAFA

It is the responsibility of tenderers to check the VAT/Tax position with HMRC before submitting a bid.

**DOCUMENT 3: DECLARATIONS**

I ...............................................……………………………. (Name of tenderer) declare that (1) we accept BAFA’s standard terms and conditions set out in Attachment 1 as the basis of the contract; and (2) declare that we have not communicated or indicated to any other party the content of our tender response other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender response has not been fixed nor adjusted in collusion with any third party, and (3) declare that the tender will remain valid until XX XXXXX XXXX and that we are not entitled to claim from BAFA any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

Furthermore, BAFA requires all tenderers to make full and frank disclosure to BAFA in the form of a signed undertaking in respect of any or all of the following:

1. Any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
2. Any convictions for a criminal offence committed by the tenderer (or being a company, by its officers or any representative of the company);
3. Any acts of grave misconduct committed by the tenderer (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;
4. Any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and
5. Any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

I, as the Tenderer also confirm to BAFA (British American Football Association located at 3rd Floor, 44 Peter Street, Manchester M2 5GP) that

\*\* delete as appropriate\*\* In relation to clauses (a-f) highlighted above that I/We have nothing to declare / have information to declare and have supplied this as an attachment along with our response.

Signed on behalf of the Tenderer ..................................................................................

Registered Company Number...................................................................

Registered Company Name.......................................................................

Registered Company Address..........................................................................................

Date ..................................................................................

**ATTACHMENT 1 – TERMS AND CONDITIONS**

The below terms and conditions will be core to a later signed document “CONTRACT FOR FLAG FOOTBALL DELIVERY PARTNERSHIP” to be completed upon indication to a prospective partner of successful tender by BAFA.

Party 1) BAFA , c/o Mitchell Charlesworth, 44 Peter Street, Manchester, M2 5GP (“BAFA”) agrees to enter into a partnership with Party 2) \*\*\*enter company name and registered number\*\*\* whose registered office is at \*\*\*enter the full address\*\*\* (“the Contractor”) on the basis that the Contractor has agreed to supply the following services for British Flag Football \*\*include associated items\*\* and based on the terms and conditions set out in this Contract.

BAFA's reference number for this Contract is BAFAFLAG001.

1. **Interpretation**
   1. In this Contract the following terms shall mean:
      1. “the Services”" the services to be performed by the Contractor as described in Schedule 1;
      2. “the Contract Manager” The CEO BAFA, c/o Mitchell Charlesworth, 44 Peter Street, Manchester, M2 5GP British American Football Association 3rd Floor, 44 Peter Street, Manchester M2 5GP
      3. “the Contractors Contract Manager \*\*\* name of the Contractors Contract Manager\*\*\*
      4. “Confidential Information” means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
      5. "Contractor Personnel" all employees, agents, consultants, and contractors of the Contractor and/or of any Sub-contractor;
      6. "BAFA’s Confidential Information" all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of BAFA, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
      7. "Environmental Information Regulations" the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
      8. "FOIA" the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice, Commissioner or relevant Government Department in relation to such legislation;
      9. “His Majesty's Government” means the duly elected Government for the time being during the reign of His Majesty and/or any department, committee, office, servant or officer of such Government
      10. "Information" has the meaning given under section 84 of the Freedom of Information Act 2000;
      11. "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
      12. “Property” means the property, other than real property, issued or made available to the Contractor by BAFA in connection with the Contract.
      13. "Request for Information" a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
      14. "Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.
   2. References to “Contract” means this contract (and include the Schedules and Annex). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
   3. Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.
2. **Commencement and Continuation**
   1. The Contractor shall commence the Services on XX/XX/XXXX and, subject to Clause 10.1 and shall complete the Services on or before XX/XX/XXXX.
   2. After completion of the initial contract and subject to positive performance/ satisfactory service BAFA may opt to continue with the existing partner annually and in perpetuity without returning to tender.
3. **Contractor's Obligations**
   1. The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
   2. The Contractor shall comply with the accounting and information provisions of Schedule 1.
   3. The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.
4. **BAFA’s Obligations**
   1. BAFA will provide all reasonable resources requested by the Contractor and as a minimum those offered as partnership benefits.
   2. BAFA will comply with the payment provisions of Schedule 1 provided that BAFA has received full and accurate information and documentation as required by Schedule 1 to be submitted by the Contractor for work completed to the satisfaction of BAFA.
5. **Changes to BAFA's Requirements**
   1. BAFA shall notify the Contractor of any material change to BAFA's requirement under this Contract.
   2. The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of BAFA provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.
6. **Management**
   1. The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
   2. The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.
7. **Contractor's Employees and Sub-Contractors**
   1. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
   2. The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
   3. The Contractor shall immediately notify BAFA if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
   4. The Contractor, its employees and sub-contractors (or their employees), whilst working with BAFA, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
   5. The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with BAFA’s reasonable security requirements as required from time to time.
8. **Copyright**
   1. Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in BAFA absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.
9. **Warranty and Indemnity**
   1. The Contractor warrants to BAFA that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for BAFA to expect in all the circumstances. BAFA will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract.
   2. Without prejudice to any other remedy, if any part of the Service is not performed in accordance with this Contract then BAFA shall be entitled, where appropriate to:
      1. require the Contractor promptly to re-perform or replace the relevant part of the Service without additional charge to BAFA; or
      2. assess the cost of remedying the failure (“the assessed cost”) and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
   3. The Contractor shall be liable for and shall indemnify BAFA in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to BAFA or otherwise arising out of or in the course of or caused by the provision of the Services.
   4. The Contractor shall be liable for and shall indemnify BAFA against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.
   5. All property of the Contractor whilst on BAFA's premises shall be there at the risk of the Contractor and BAFA shall accept no liability for any loss or damage howsoever occurring to it.
   6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to BAFA, it's policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.
10. **Termination**
    1. This Contract may be terminated by either party giving to the other party at least 2 months’ notice in writing.
    2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
    3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
    4. This Contract may be terminated by BAFA with immediate effect by notice in writing if at any time:
       1. the Contractor passes a resolution that an application be made for an administration order or if the Contractor applies to enter into a voluntary arrangement with its creditors; or
       2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
       3. the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
       4. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
       5. there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified BAFA in writing. For the purpose of this Sub-Clause “control” means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power; or
       6. the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct; or
       7. the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business; or
       8. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/her/their obligations relating to the payment of Social Security contributions; or
       9. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes; or
       10. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by BAFA in or pursuant to this Contract.
    5. Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.
11. **Status of Contractor**
    1. In carrying out its obligations under this Contract, the Contractor agrees that it will be acting as principal and not as the agent of BAFA.
    2. The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of BAFA.
12. **Confidentiality**
    1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
       1. treat the other party's Confidential Information as confidential and safeguard it accordingly; and
       2. not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
    2. Clause 12 shall not apply to the extent that:
       1. such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
       2. such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
       3. such information was obtained from a third party without obligation of confidentiality;
       4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
       5. it is independently developed without access to the other party's Confidential Information.
    3. The Contractor may only disclose BAFA's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
    4. The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of BAFA's Confidential Information received otherwise than for the purposes of this Contract.
    5. The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor’s obligations under this Contract.
    6. Nothing in this Contract shall prevent BAFA from disclosing the Contractor's Confidential Information:
       1. for the purpose of the examination and certification of BAFA's accounts; or
       2. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which BAFA has used its resources.
    7. BAFA shall use all reasonable endeavours to ensure that any employee, third party or Subcontractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of BAFA's obligations of confidentiality.
    8. Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
13. **Freedom of Information**
    1. The Contractor acknowledges that BAFA is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with BAFA to enable BAFA to comply with its information disclosure obligations.
    2. The Contractor shall and shall procure that its Sub-contractors shall:
       1. transfer to BAFA all Requests for Information that it receives as soon as practicable and in any event within five Working Days of receiving a Request for Information;
       2. provide BAFA with a copy of all Information in its possession, or power in the form that BAFA requires within ten Working Days (or such other period as BAFA may specify) of BAFA's request; and
       3. provide all necessary assistance as reasonably requested by BAFA to enable BAFA to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
    3. BAFA shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
    4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by BAFA.
    5. The Contractor acknowledges that (notwithstanding the provisions of Clause 13) BAFA may, acting in accordance with the Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
       1. in certain circumstances without consulting the Contractor; or
       2. following consultation with the Contractor and having taken their views into account; provided always that where 13.5.1 applies BAFA shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.
    6. The Contractor shall ensure that all Information is retained for disclosure and shall permit BAFA to inspect such records as requested from time to time.
14. **Access and Information** 
    1. The Contractor shall provide access at all reasonable times to BAFA's internal auditors or other duly authorised staff or agents to inspect such documents as BAFA considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.
15. **Transfer of Responsibility on Expiry or Termination**
    1. The Contractor shall, at no cost to BAFA, promptly provide such assistance and comply with such timetable as BAFA may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. BAFA shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
    2. Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.
    3. The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of BAFA to ensure an orderly transfer of responsibility.
16. **Amendment and Variation**
    1. No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which BAFA may have in place from time to time.
17. **Assignment and Sub-contracting** 
    1. The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of BAFA. Such consent may be given subject to any conditions which BAFA considers necessary. BAFA may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.
18. **The Contract (Rights of Third Parties) Act 1999**
    1. This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.
19. **Waiver**
    1. No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.
20. **Notices**
    1. Any notices to be given under this Contract shall be delivered personally or sent by post or by email to the Contract Manager (in the case of BAFA) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.
21. **Dispute resolution**
    1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
    2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
    3. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.
22. **Discrimination**
    1. The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
    2. The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.
23. **Law and Jurisdiction**
    1. This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts. As witness the hands of the parties.
24. **Exit Plan**
    1. As part of the life cycle of the contract an exit plan (“the Exit Plan”) will be prepared to allow the smooth closure (or transfer) of the contracted activities (see Schedule 2).
    2. BAFA and the contractor shall jointly agree a plan for communicating with all partners, BAFA’s and the contractor’s employees during any exit period as a part of the Exit Plan. The Plan shall set out the most effective vehicles for such communications and the assignment of responsibility to the party best placed to manage such communications.
    3. Arrangements for communication with BAFA and the contractor’s partners and employees shall be made so as to avoid any detrimental impact upon the parties’ respective business as a result of undertaking any transfer contemplated by the Exit Plan.
    4. The parties to the contract shall share the responsibility for release of information in connection with the Exit Plan.

Authorised to sign for on behalf of BAFA

Signature Name …........................................................ (CAPITALS)

Organisational Role............................................................................... (CAPITALS)

Signature........................................................................

Date................................................................................

Address: British American Football Association 3rd Floor, 44 Peter Street, Manchester M2 5GP

On behalf of the Contractor

Signature Name …........................................................ (CAPITALS)

Organisational Role............................................................................... (CAPITALS)

Signature........................................................................

Date................................................................................

Organisational Address.........................................................................................................(CAPITALS)

**SCHEDULE 1:** **INCOME &** **EXPENDITURE**

1. The Contractor shall maintain full and accurate accounts of costs and invoices throughout the partnership. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts if applicable.
2. The Contractor shall permit duly authorised staff or agents of BAFA or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. BAFA reserves the right to have such staff or agents carry out examinations into the economy, efficiency, and effectiveness with which the Contractor has used BAFA's resources in the performance of this Contract.
3. In relation to the agreed commercial offer BAFA will receive payment twice yearly in arrears.
4. If this Contract is terminated by BAFA due to the Contractors insolvency or default at any time before completion of the Service, BAFA shall only be liable to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
5. On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service.

End of Schedule 1.

**SCHEDULE 2: EXIT PLAN INTRODUCTION**

1. It is in the interests of both parties to a contract to have a clearly defined exit strategy – it removes uncertainty, reduces risk and helps develop a strong relationship. Uncertainty over the exit roles and responsibilities, scope, cost and duration make it difficult to achieve a smooth exit that provides value for money for BAFA and risk reduction for both BAFA and the supplier.
2. The Exit Plan should be reviewed periodically during the contract and it will probably evolve, making changes necessary as the contract progresses and begins to near its completion. The objective of the Exit Plan is to ensure:
   1. An orderly and smooth termination of the contracted activities leading to the completion of the contract and its outcomes at the expiry of the contract or if in exceptional circumstances, where the contract is terminated immediately or early.
   2. A plan for communicating with all partners and employees during the exit period, in ways that avoid any detrimental impact on respective business resulting from the termination. Key requirements are:
   3. That the responsibilities of both parties to the contract are clearly defined in the event of expiry or termination and the Plan should be known and understood by all delivery partners
   4. The Plan should identify what action will be taken by all parties in the case of an immediate or early termination of the contract and actions to be taken as the contract reaches its normal completion date. It should confirm what is owned by whom at the end of the contract/termination e.g., data, IPR, assets. It should also identify:
      * What information will be provided by the contractor, when and under what circumstances to allow effective due diligence, if appropriate.
      * What access to procedures, systems and people will be allowed by the contractor to BAFA and when and how.
      * What active support will be provided by the contractor to support the cessation of the contract?
      * How long the transition period/support requirement will take.
      * Who pays for what, when and how?
3. **Documentation and Access**
   1. The contractor shall provide BAFA on request with information and documentation reasonably necessary to assist with the cessation of the contract. The contractor shall co-operate with all reasonable requests made by BAFA relating to the contract activities.
   2. The Exit Plan should include key activities and decision to be taken for three scenarios: immediate exit, early exit and completion of the contract.

End of Schedule 2.

**SCORING SYSTEM FOR AWARD STAGE**

**ANNEX 1: Evaluation scoring matrix**

The following is the scoring matrix that will be used for bids in the Award Stage.

Scoring system: Assessment Score Summary Interpretation

|  |  |  |
| --- | --- | --- |
| **Grade** | **Score** | **Meaning/Interpretation** |
| Excellent | 5 | Very strong evidence of appropriate knowledge, skills, or experience. As well as addressing all, or the vast majority of, points under each criteria heading, it will demonstrate a deep understanding of the project. All solutions offered are linked directly to project requirements and show how they will be delivered and the impact that they will have on other areas/stakeholders. |
| Good | 4 | Sufficient evidence provided of appropriate knowledge, skills, or experience. Have confidence in their ability to deliver the required service. Will reflect that bidders will have addressed, in some detail, all or the majority of the bullet points listed under each criteria heading. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. Bidders should make clear how their proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes |
| Acceptable | 3 | Reasonable evidence of appropriate knowledge, skills, or experience. Meets requirements in many areas but not all. Will again address the majority of the bullet points under each criteria heading but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the aims/objectives of this project. Any significant omission of key information as identified under each criteria heading will point towards a score of 3. |
| Minor Reservation | 2 | Some evidence of appropriate knowledge, skills, or experience. Meets requirements in some areas but with important omissions Will reflect that the bidder has not provided evidence to suggest how they will address a number of bullet points under the evaluation criteria heading. Tenders will in parts be sketchy with little or no detail given of how they will meet project requirements. Evidence provided is considered weak or inappropriate and is unclear on how this relates to desired outcomes. |
| Serious Reservations | 1 | Very little evidence of appropriate knowledge, skills, or experience Will reflect that there are major weaknesses or gaps in the information provided. The bidder displays poor understanding and there are major doubts about fitness for purpose. |
| Unacceptable | 0 | No evidence/response.  Will result if no response is given and/or if the response is not acceptable and/or does not cover the required criteria. |

**Scoring and Weighting Grid**

Your capability to perform the contract will be evaluated using the criteria set out below and the scoring matrix above. The highest scoring bid will be considered the most economically advantageous tender and the successful bidder (subject to the standstill period).

Each assessment category will be given a score, with each category given a different percentage weighting (shown below). The culmination of weighted scores will result in a final score for the tender. The highest scoring tender subsequently leading to award.

|  |  |
| --- | --- |
| **Category** | **Percentage Weighting (%)** |
| Pedigree of the Organisation/Brand | 20 |
| Quality and breadth of product | 25 |
| Service Levels | 15 |
| Commercial Offer | 20 |
| Activation, ambition and ideas | 20 |