

25 August 2022

Dear Sir /Madam,

Re: John Muir Way Management – Feasibility Study

The John Muir Trust invites your submission of a tender to provide services in accordance with the conditions detailed in this document.

We include the following information for your review:

- Part 1: Tender Information
- Part 2: Conditions of Tendering
- Part 3: Standard Terms and Conditions of Purchase/Supply

Your tender response must be received in the following format and conditions:

1. Tenders are to be submitted electronically to Kevin Cumming, Regional Delivery Manager (Central), kevin.cumming@johnmuirtrust.org. These will then be collated and assessed by a Tender Review Panel.
2. Your return tender must be received not later than midday on 19th September 2022. Failure to meet the Closing Date may result in the tender being void.

Contractors will receive notification regarding the success of their bid by 22nd September 2022. Please note the submission of bids does not create any obligation on the John Muir Trust to award the contract or to award it to the lowest bidder.

Any queries on the tender should be addressed to Kevin Cumming,
kevin.cumming@johnmuirtrust.org

We look forward to receiving a tender from you and thank you for your interest in our account.

Yours faithfully,

Kevin Cumming
Regional Delivery Manager (Central)

t: 07909 433300 e: kevin.cumming@johnmuirtrust.org
johnmuirtrust.org

PART 1: TENDER INFORMATION

1. Introduction

The John Muir Trust is a community focused conservation charity dedicated to the experience, protection and repair of wild places across the UK. Its vision is for a world where wild places are respected and protected, where nature flourishes and where the value of wildness is shared for the benefit of everyone. To further that end JMT owns and manages 60,500 acres of property across the UK. For further information, we encourage you to visit our website: www.johnmuirtrust.org

The Trust is exploring a new and exciting project, to take over the management of the long-distance path the John Muir Way (JMW). The Trust have carried out initial scoping which has identified numerous opportunities that would support the organisation to inspire and educate people on wild places and their value. However, more work is still required to understand the true potential of the path across all stakeholder groups. This project will involve a stakeholder consultation to explore further the opportunities and challenges of the JMW. The project will provide an assessment of the feasibility of the JMW's long-term management by the Trust.

2. Overview

The John Muir Trust is seeking tenders to explore the opportunities and feasibility of taking on the management of the long-distance walking and cycling route, the John Muir Way. This will include a stakeholder mapping and consultation exercise, and the creation of a feasibility study report. This information will then be used to support our Board of Trustees to make an informed decision on the future management of the JMW later this year.

Provisional timetable

Activity	Date
Issue Tender Notice and Invitation to Tender	25 th August 2022
Proposals should be submitted by	19 th September 2022
Tender Review Date	20 th September 2022
Tenderers informed of decision by	22 nd September 2022
Draft submission to be submitted by	4 th November 2022
All final reports and to be submitted by	23 rd November 2022

3. Scope of Work

3.1. Title: John Muir Way Feasibility Study

3.2. Objective: This work will provide information to our Board of Trustees to make an informed decision on whether to take over management of the John Muir Way.

3.3. Details

The John Muir Way (JMW) is a long-distance cycle and walking path launched in 2014 to commemorate the 100th anniversary of John Muir's death, Homecoming Scotland and the Commonwealth Games in Glasgow. The path is 134 miles running from Dunbar, John Muir's birthplace, on the East Coast of Scotland to Helensburgh, where he left for America, on the West Coast. It is listed as one of the Scottish Great Trails and attracts approximately 400,000 walkers every year. 46% of Scotland's population (2.46 million people) live within 10 miles of the path, and 1.3 million people within 5 miles. You can find more information on the path, including maps of each section of the route, at: <https://johnmuirway.org/>

Since its launch the JMW's management and promotion has been overseen by a partnership of 21 stakeholders, including the 10 access authorities which the path runs through. In 2016, the Green Alliance Trust (GAT), then called the Central Scotland Green Network Trust, picked up management of the route and the responsibility for partnership management. They are now stepping back as the managing partner.

The John Muir Trust are exploring the potential for taking over the management of the JMW. Initial scoping work has identified numerous opportunities, namely that the JMW has the potential to support two of our key strategic objectives:

- 1) To support advocacy and engagement and
- 2) to demonstrate the value of wild places to society.

One of the strengths of this trail for the Trust is that across its 134 miles lies the opportunity to showcase the spectrum of wild places in Scotland, from the woodlands of Scotland's first National Park to the green spaces around urban and commuter belt; a coast-to-coast network of communities. The walk links villages and towns with Scotland's capital city and passes close to the Scottish Parliament.

The Trust feels there is opportunity to provide a unique experience which inspires people about wild places and gives people the freedom to enjoy nature. Whether people walk it every day as a local or across multiple days as an adventure there is an opportunity to increase understanding and advocacy for the importance of conservation and wild places linked to the experience of outdoor walking.

However, to understand the true potential of the path, more information is required. Specifically, the Trust wants to better understand:

- Stakeholder's perception of and commitment to the JMW.
- The JMW Partnership: assess the potential for formalising the partnership and what conditions this could include.
- Liabilities and ownership of JMW: to understand from the Access Authorities the permissive environment of JMW and the impact this could have on any Trust plans.

We need to better understand what property rights exist along the length of the JMW. In addition, what freedom the Trust would have to manage, interpret, and fundraise for JMW in pursuit of its charitable objectives.

- Funding: the JMW would require significant funding, both in terms of an initial three-year investment and then the viability of creating longer-term funding to support its day-to-day running. Discussions are needed with major funders, such as the National Lottery Heritage Fund. As well as with partners on the potential creation of an appeal fund or other income generating initiatives and how those would be managed.

This tender will gather the additional information required through a stakeholder mapping and consultation exercise. This activity will be jointly undertaken with Trust staff and Trustees. It is estimated that the awarded consultant will be required to approach between 30-35 stakeholders. The final output of this works will be the creation of a feasibility study report.

This report will be used to support our Board of Trustees to make an informed decision on the future management of the JMW later this year.

3.4. Supplementary Information

Submissions should consider the following documents to ensure alignment to the Trust's strategic vision and policies:

- Our strategy: <https://www.johnmuirtrust.org/resources/334-our-strategy>
- Wild Places for All: John Muir Trust's Equality, Diversity and Inclusion Policy
https://www.johnmuirtrust.org/assets/000/001/537/EDI_policy_approved_Mar_2021_original.pdf?1617625467

3.5. Outputs

Outputs required are:

- Stakeholder mapping and consultation
- Draft feasibility study report including:
 - Options study
 - Indicative initial investment/development opportunities
 - Operating model
 - Risk analysis
- Final feasibility study report incorporating any comments and/or suggested changes after review of the draft report
- Final meeting to discuss results

3.6. Reporting and Trust Co-ordination:

The successful applicant will report to Kevin Cumming, Regional Delivery Manager (Central), or in his absence, Ellie Barham, Projects and Relationships Manager.

For any questions, administrative or contract matters, you can reach us through e-mail at kevin.cumming@johnmuirtrust.org

3.7. Timing

The Service provision shall be effective immediately upon signing of the contract.

Works should be completed by the 23rd November 2022.

4. Conditions for Tendering Participation

All responses and supporting documentation shall become the property of the John Muir Trust and will not be returned. The John Muir Trust ultimately reserves the right throughout this process to select any servicing option that best meets its business requirements and to hold discussions with any and all respondents.

You must agree to the following conditions if you choose to respond to the John Muir Trust regarding this Invitation to Tender:

- Neither issuance of this Invitation to Tender nor receipt of proposal represents a commitment on the part of the John Muir Trust
- The John Muir Trust will not be responsible for, or in any way liable for, any costs incurred by tenderers in the preparation of any responses or presentations relating to this tender process

Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

5. Required Skills

The Trust is seeking tender responses from suitably qualified organisations to undertake this work. The supplier shall have the following skills:

- Stakeholder engagement
- Fundraising expertise
- Financial and risk analysis
- Active travel management

6. Award Criteria

The criteria are as follows; please ensure you include the following in your Tender:

- Experience - A summary of recently completed projects relevant to this work.
- Team – A brief profile of individual members of the proposed Team, indicating their relevant project management experience, role and tasks to be undertaken.

- Methodology - A statement outlining the proposed methodology and a full explanation of how the work will be undertaken. Where applicable, the methodology should indicate sustainability practises to reduce the project's impact on the environment.
- Timescale - A clear plan showing proposed timescales for the work.
- Cost - Tender submissions should include a breakdown of costs. Pricing should be inclusive of VAT. The maximum spend for this work, inclusive of VAT, is £12,000.

6.1 Assessment of Proposals

The Trust wishes to deliver this project to a high standard to ensure that there is stakeholder buy-in to the process throughout the life of the project. Therefore, assessment will be weighted more towards quality than cost:

- Experience – 20%
- Team – 20%
- Methodology – 20%
- Timescale – 20%
- Cost – 20%

PART 2: CONDITIONS FOR TENDERING

1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- a) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- b) **Bidder** - a person or organisation who bids for the tender.
- c) **Conditions** - the conditions set out in this Tender document.
- d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- e) **Goods and/or Services** - everything purchased by the John Muir Trust under the contract.
- f) **Invitation to Tender** - the Tender Information, including these Conditions and the Terms and Condition of Purchase/Supply.
- g) **The Trust** - The John Muir Trust, a charitable company limited by guarantee registered in England and Wales (company number SC002061; charity number SC081620) whose registered office is at Tower House, Station Road, Pitlochry, PH16 5AN
- h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by the Trust to the Supplier, or specifically produced by the Supplier for the Trust, in connection with the tender.
- i) **Supplier** - the party which provides Goods and/or Services to the John Muir Trust.

2. The Contract

The contract awarded shall be for the supply of services as outlined above. The Trust reserves the right to undertake a formal review of the contract after two months.

3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are in the Trust's sole discretion exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to the Trust relating to the tender must be in electronic form and addressed to the persons identified in the Cover Letter. Any request for information should be received by the date specified in the timetable above.

5. Acceptance of tenders

The Trust may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that the Trust so wishes. The Trust is under no obligation to accept the lowest or any tender.

6. Alternative offer

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve the Trust's Specification) these may, at the John Muir Trust's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. The Trust is under no obligation to accept Alternative Offers.

7. Prices

Tendered prices must be shown as both inclusive of and exclusive of any VAT chargeable or any similar tax (if applicable).

8. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

9. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to the Trust's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential.

All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by the John Muir Trust by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without the Trust's prior written consent, for any purpose except that of tendering for business from the Trust;
- not disclose the Confidential Information to third parties without the Trust's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to the Trust;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify the Trust immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

10. Award Procedure

The Trust will appoint a Tender Review Committee who will review the Bidders and their tenders to determine whether they will award the contract to any one of them.

11. Information and Record Keeping

The Trust shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this

information shall be provided within 30 business days from (but not including) the date on which the Trust receives the request.

12. Anti-Bribery and Corruption

All Bidders are required to comply fully with the Trust's Anti-Bribery and Corruption Policy (available upon request).

13. Child Protection

All Bidders are required to comply fully with the Trust's Child Safeguarding Policy if applicable (available upon request).

14. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

15. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of the Trust which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between the Trust, and any other John Muir Trust entity, and if there are any arrangements which have been put in place over the last twenty-four (24) months.
- That it has not communicated to anyone other than the Trust the amount or approximate amount of the tender.

- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

16. Assignment and novation

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either the Trust or any other John Muir Trust entity if so required.

PART 3: STANDARD TERMS AND CONDITIONS OF PURCHASE/SUPPLY

1 Definitions and Interpretation

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and The John Muir Trust (the "Trust"), in relation to the Contractor Agreement ("Agreement") (the Agreement and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Agreement.

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Agreement and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Trust;
- d) be free from defects in design, material and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Trust (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Ethical Standards

3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Supplier shall comply with the following Trust Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.

4 Delivery / Performance

4.1 The Goods shall be delivered to, and the Services shall be performed on the date or within the period stated in the Agreement. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Agreement, the Supplier shall give the Trust reasonable written notice of the specified date.

- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Trust or its agents at the address specified in the Agreement.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Trust in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Trust on completion of delivery.
- 4.5 The Trust shall not be deemed to have accepted any Goods or Services until the Trust has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Trust shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Trust's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Trust may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

- 5.1 The Supplier shall indemnify the Trust in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Trust as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Trust by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6 Termination

- 6.1 The Trust may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one week's written notice.
- 6.2 The Trust may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
 - a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Trust.
- 6.3 In the event of termination, all existing purchase orders must be completed.

7 Supplier's Warranties

- 7.1 The Supplier warrants to the Trust that:
 - a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;

- b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Trust; and
- c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Trust to expect in all the circumstances.

8 Force majeure

- 8.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 8.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Trust may terminate the Contract immediately by giving written notice to the Supplier.

9 Personal data and confidentiality

- 9.1 The Supplier shall sign a separate confidentiality agreement included at Appendix A.

10 General

- 10.1 The Supplier shall not use the Trust's name, branding or logo other than in accordance with the Trust's written instructions or authorisation.
- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Trust's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" should be via email.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with Scottish Law. Parties irrevocably submit to the exclusive jurisdiction of the courts of to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.