

BATH ROYAL LITERARY AND SCIENTIFIC INSTITUTION (BRLSI)

INVITATION TO TENDER

The invitation to tender consists of two lots: A. Business Plan Development and B. Governance and Organisational Review.

Consultants are invited to submit a bid for either one or both lots.

The key outcomes that BRLSI is seeking from these Resilient Heritage project(s) are:

- a) To understand specifically what we can do to improve our current business / operating model and generate more income and charitable activity as in our objects set out in our Governance
- b) To identify what the most viable business option(s) are for our future (considering use of digital technology, permanent exhibition and cultural hub as options) and provide a business plan for the future
- c) To signpost a governance structure fit for the future based on current best practice – with clarity on what has to change and how.
- d) To outline an organisational / workforce structure for this future with key roles identified for our workforce of staff and volunteers and a route map of how to get there.
- e) Assurance that our policies, decision making systems and financial and contractual and storage and records and processes are sufficiently resilient to cope with the demands of the future and future fund raising (inc grants) or what we need to do to achieve this.

These projects are supported by the National Heritage Lottery Fund



A. BUSINESS PLAN DEVELOPMENT BRIEF – OPENING UP BRLSI

1. Purpose of the brief

The agreed purpose is to write a Business Plan that will ensure the sustainability of BRLSI facilities and activities for the future, as part of a Resilient Heritage funding programme – by 'Opening up BRLSI'.

This will include a review of the existing business model with recommendations for improvement and change; examination of the potential for new sources of income such as a café or shop; analysis of the actual and potential market for BRLSI's existing and proposed offer, including user projections; analysis of competitors and comparators in Bath for existing and proposed offer; research of the strategic context; production of a new financial model; examine the financial implications of making the collections more accessible to the public; production of a sensitivity analysis for each of the models; and risk assessment of the models.

2. Background to the project

Bath Royal Literary and Scientific Institution (BRLSI) was founded in 1824 for *the promotion and advancement ...of science, literature and art in the City of Bath and its surrounding areas.*

BRLSI became the focus for scientific enquiry in the City, with lecture programmes and field trips, and many eminent Victorian scientist and collectors deposited their collections with the Institution, including the geologist Charles Moore and the natural scientist, Leonard Jenyns. Their collections attracted others to gift theirs and now the Institution has nearly 63,000 items covering palaeontology, mineralogy, botany, zoology, archaeology, ethnography, archives and books. The collection is Accredited and fully catalogued, but not available online.

Housed in a Grade 1 listed building in the centre of Bath (which we own), BRLSI continues to be a melting pot for scientific, literary and arts debate and enquiry through an impressive programme over 130 talks per annum on subjects ranging from AI to Indian astronomy, Soviet music, wildlife recording and the suffragettes attended by 4,000 people a year. It has an important library of 8,000 volumes and research and publications programme. These activities, though impressive in their way, do not make full use of our resources and assets – both physical and intellectual. Indeed, BRLSI is described by many as one of Bath's best kept secrets.

BRLSI is currently sustained by rental of office space to businesses in its buildings and through hire of four rooms for meetings and other functions when not in use by the charity.

BRLSI is a membership organisation, an unincorporated charity, with a company as its single trustee – this structure was established in 1993. The company Board has 15 directors who provide the governance. It has 6 part-full-time equivalent members of staff. There is no Chief Executive and that role is fulfilled by a management committee and nine sub-committees of volunteers, covering finance, premises, room hire, membership, exhibitions, publications, publicity, programmes and collections.

The BRLSI Board recently held a strategic workshop and has affirmed its current strategic priorities and objectives. These will form the backdrop to this work along with the key desire to make BRLSI's resources and assets more accessible to the public - by 'Opening up BRLSI' – and considering at least two key options of a permanent display and / or cultural hub to achieve this

as well as the potential arising from digital technologies and rights (inc image rights).

3. Scope of the work

We need a consultant **to construct a sustainable Business Plan for the Charity** to cover five years from 1 April 2020.

We would expect you in constructing this model to:

- Review the existing business / operating model and make recommendations for improvement in what we do currently and change to 'Open up BRLSI' – considering at least the key options of a permanent display and / or cultural hub and the use of digital technologies.
- Examine the potential business models and financial implications of making BRLSI's resources and assets more accessible to the public
- Analyse the actual and potential market for BRLSI's existing and proposed offer, including user projections, in light of competitors in Bath for the existing and proposed offer - and suggest comparators for BRLSI to be able to learn from best practice
- Examine and project the potential for new sources of income (such as a café and/or a shop) - including any arising from any recommendations to make BRLSI's resources and assets more accessible to the public such as digital rights & technologies; a permanent display and / or cultural hub.
- Complete a new financial model for BRLSI considering the most viable two options (if more than one viable option identified)
- Complete sensitivity analysis of each of the models
- Detail the risks inherent in the models.

BRLSI is commissioning a Governance and Organisational Development Review at the same time as the Business Plan and we would expect close liaison between the two sets of consultants.

4. Content of the plan

The Business Plan should adhere to the following format:

Background to the organisation

In this section you should cover:

- The history of the organisation
- Its structure, management and staffing
- Its governance.

We expect you to gather this information through desk research.

Strategic background

In this section you should look at the operating environment for BRLSI, including local, regional and national strategies.

We expect you to gather this information through desk research.

The market

We will want you to detail the:

- Market context
- Market demand Analysis
- Market supply analysis, including a review of competitor and comparator organisations
- Penetration rate analysis, predicting usage figures.

We expect you to gather this information through desk research.

Financial analysis

We want to see a sustainable revenue business plan that has clearly evidenced assumptions. We would expect to see sensitivity analyses in this chapter and a discuss about viability. We expect you to gather this information through desk research and using comparator data and your own expertise.

Management and staffing

In this section you will detail the workforce (including volunteers and staffing) and the workforce structure needed to develop and deliver the new project. We expect you to gather this information through consultation with the Consultants undertaking the Governance and OD review, the Board, use of comparator data and your own expertise.

Risk

We will wish you to compile a SWOT analysis, PESTLE analysis and risk register for the development and operation of the project. The Business Plan should include a route map for how the proposed model can be implemented.

Monitoring and evaluation

We will wish to see quantitative and qualitative measures for assessing the success of the development and delivery of the Business Plan.

5. Involving people

We expect the consultants to interview Directors and key members of the Management Committee and Staff.

The proposal should also include a minimum of two project meetings at BRLSI.

6. Summary of outputs

The consultant will produce two bound copies of the Business Plan and one unbound copy. They will also supply the Plan in electronic form.

We expect a presentation of the final report to the Board and / or Management Committee members.

The Plan will be the copyright of the client. Strict confidentiality should be maintained with regard to legal and financial information provided by or obtained for BRLSI but the rest of the Plan will be made publicly available.

The consultant will clear the copyright for any illustrations or other material used.

7. Management of the commission

The commission will be managed by Chris Garcia, a director of BRLSI Trustees Ltd. We expect a single point of contact on the consultant's side.

We would like a commissioning meeting, regular meetings with the Management Committee Chair and a monthly progress report.

8. Requirements of the submission

Your proposal should include:

- Approach to the project
- Methodology
- CVs of each consultant
- Track record
- Two client references
- A fixed fee showing the daily rate for each consultant, number of days spent on each task by each consultant and including all fees and expenses
- Projected timescale.

9. Skills required

The consultant team will have expertise and experience in:

- Writing Business Plans for the heritage and/or commercial sector
- Analysing market data and devising robust audience projections.

10. Tender assessment

- Technical capacity to meet the brief -30%
- Experience in delivering similar work – 30%
- Value for money – 40%

11. Date of submission and timescale

We require proposals to be submitted in pdf format by 5pm on 15 August 2019 by email to chris@lyme.ltd . BRLSI anticipates that shortlisted consultants will be invited to present their proposal and meet the Steering Group on 20, 22 or 23 August. It is anticipated the Reviews should commence at the beginning of the second week of September

12. Fee

We require a fixed fee for the Business Plan. Our anticipated budget for this work is a maximum of £15,000 excluding VAT, but including all expenses.

BRLSI is not bound to accept the lowest or any quote submitted as a result of this invitation. Your quote should remain open for acceptance for a period of 90 days from the closing date.

13. Terms and conditions

Our standard terms of business are attached.

14. Further information

For further information, please see our website www.brlsi.org or contact Chris Garcia on 07836522140 or email: chris@lyme.ltd. **Tours of the site can be arranged with sufficient notice.**

B. GOVERNANCE AND ORGANISATIONAL DEVELOPMENT REVIEW BRIEF – OPENING UP BRLSI

1. Purpose of the brief

The agreed purpose for the Governance and Organisational Development Review is to undertake a Governance and Organisational Development Review that will ensure the sustainability of BRLSI facilities and activities for the future, as part of a Resilient Heritage funding programme – by 'Opening up BRLSI'.

This will include a review of the governance, composition and operation of the BRLSI's Charity, to ensure it is fit for purpose for the future of governance and Charity structure; develop a strategic vision; identify the skills needed for strategic development; consider the operation of the BRLSI; identify processes and practices to enable the organisation to become stronger to face the challenges of the future; review the BRLSI's volunteering framework and propose change where it is deemed appropriate, as well as propose change to strengthen and sustain the collaboration; and consider the organisation's development in line with existing and expected organisational capacity.

2. Background to the project

Bath Royal Literary and Scientific Institution (BRLSI) was founded in 1824 for *the promotion and advancement ...of science, literature and art in the City of Bath and its surrounding areas.*

BRLSI became the focus for scientific enquiry in the City, with lecture programmes and field trips, and many eminent Victorian scientist and collectors deposited their collections with the Institution, including the geologist Charles Moore and the natural scientist, Leonard Jenyns. Their collections attracted others to gift theirs and now the Institution has nearly 63,000 items covering palaeontology, minerology, botany, zoology, archaeology, ethnography, archives and books. The collection is Accredited and fully catalogued, but not available online.

Housed in a Grade 1 listed building in the centre of Bath (which we own), BRLSI continues to be a melting pot for scientific, literary and arts debate and enquiry through an impressive programme over 130 talks per annum on subjects ranging from AI to Indian astronomy, Soviet music, wildlife recording and the suffragettes attended by 4,000 people a year. It has an important library of 8,000 volumes and research and publications programme. These activities, though impressive in their way, do not make full use of our resources and assets – both physical and intellectual. Indeed, BRLSI is described by many as one of Bath's best kept secrets.

BRLSI is currently sustained by rental of office space to businesses in its buildings and through hire of four rooms for meetings and other functions when not in use by the charity.

BRLSI is a membership organisation, an unincorporated charity, with a company as its single trustee – this structure was established in 1993. The company Board has 15 directors who provide the governance. It has 6 part-full-time equivalent members of staff. There is no Chief Executive and that role is fulfilled by a management committee and nine sub-committees of volunteers, covering finance, premises, room hire, membership, exhibitions, publications, publicity, programmes and collections.

The BRLSI Board recently held a strategic workshop and has affirmed its current strategic priorities and objectives. These will form the backdrop to this work along with the key desire to make BRLSI's resources and assets more accessible to the public – by "Opening up BRLSI".

3. Scope of the work

We need a consultant to undertake a Governance and Organisational Development Review, that will include the following outcomes:

- reviewing the governance, composition and operation of the BRLSI's charity and company, and recommending what is needed for the governance and charity / company structure to be fit for current purpose and for the future
- review the directors' work on the development of a strategic vision and objectives and highlight further work needed to 'Open up BRLSI'
- consider the 'emerging recommendations' from the Business Plan Review for improvement and change that could make BRLSI's resources and assets more accessible to the public.
- identify the skills and aptitudes of staff and volunteers needed for strategic development of the organisation to achieve its strategic vision and objectives and the emerging recommendations
- considering the operation of the BRLSI, identifying processes and practices that would enable the organisation to become stronger to face the challenges and opportunities of the future; such as those in the emerging recommendations
- reviewing the BRLSI's volunteering framework and propose innovation and change where it is deemed appropriate, as well as proposing changes to strengthen and sustain the collaboration.
- consideration of the organisation's volunteer and staff structure needed – setting out descriptors of key roles needed and route map to achieve.

In achieving this scope, we would expect the consultant to:

- review the Charity's memorandum and Articles and charitable objects
- undertake an audit of BRLSI governance, which will be informed by the HLF Resilient Heritage Strength Checker, and key practices and systems
- consult with directors, staff and key volunteers in leadership or management roles
- undertake a skills audit of directors, staff and volunteers
- consider comparator organisations to demonstrate best practice
- facilitate a workshop mid-way to present interim key findings
- present the final report to directors

BRLSI is commissioning a Business Plan at the same time as the Governance and Organisational Development Review and we would expect close liaison between the two sets of consultants.

4. Content of the plan

The research will be collated and analysed in a Governance and Organisational Development Review report that will include:

- an analysis of existing provision and context
- a review based on consultation, comparators and the consultants' own experience
- a set of costed recommendations including route maps of how to achieve

for the following areas:

- vision
- governance
- operations
- staffing and management
- volunteering.

5. Involving people

We expect the consultants to interview Directors and key members of the Management Committee.

The proposal should also include a minimum of two project meetings at BRLSI.

6. Summary of outputs

The consultant will produce two bound copies of the Governance Review report and one unbound copy. They will also supply the Plan in electronic form. We expect a presentation of the final report to the Board and or Management Committee.

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12. Fee

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BRLSI is not bound to accept the lowest or any quote submitted as a result of this invitation. Your quote should remain open for acceptance for a period of 90 days from the closing date.

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BRLSI Standard Terms of Business – Procurement of Services

This Consultancy Supply agreement (the "Agreement") dated this day of between:

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide the required consulting services to the Client.
- B. The Consultant agrees to provide the required consulting services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

6. The Consultant will charge the Client a flat fee of £ for the Services (the "Payment").
7. The Client will be invoiced in two equal instalments; on commencement and when the Services are complete.
8. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Consultant.
10. The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax

required will be charged to the Client in addition to the Payment.

11. The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.

REIMBURSEMENT OF EXPENSES

12. The Consultant will be reimbursed from time to time for reasonable and essential expenses incurred by the Consultant in connection with providing the Services over and above those included in the fee.
13. All such expenses must be pre-approved by the Client in writing.

CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

INSURANCE REQUIREMENTS

17. The Consultant shall take out and maintain during the Term with a reputable insurance company the following cover types with the following indemnity limits:

Insurance Cover	Indemnity Limit
Employer's liability	£1,000,000 per claim [not applicable for sole traders]
Public Liability	£1,000,000 per occurrence and in aggregate
Professional liability	£1,000,000 per occurrence and in aggregate

OWNERSHIP OF INTELLECTUAL PROPERTY

18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
19. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

20. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

21. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

LIMITATION OF LIABILITY

24. Nothing in the Contract shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

25. Subject to the above clause: The Client shall not be liable to the Consultant under this Contract for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and the Client's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

DATA PROTECTION

26. The Consultant acknowledges and agrees that details of the Consultant's name, address and other records may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of the Client in connection with the Services.

27. If any Personal Data are disclosed by the Client to the Consultant as part of the Services, the Consultant shall, in relation to such Personal Data:

- a. Process the Personal Data only in accordance with instructions from the Client;
- b. Process the Personal Data only to the extent, and in such a manner, as is necessary for the performance of the obligations under the Contract or as is required by law;
- c. Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- d. Not transfer the Personal Data to any country or territory outside the European Economic Area without the prior written consent of the British Council; and
- e. Take reasonable steps to ensure that such Personal Data are not unlawfully disclosed or Processed as a result of the Client's access to such Personal Data.

28. In these clauses, "**Personal Data**", "**Process**" and "**Processing**" shall have the meanings ascribed to them in the Data Protection Act 1998.

MODIFICATION OF AGREEMENT

29. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

30. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

31. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this

Agreement except as expressly provided in this Agreement.

INUREMENT

33. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

36. This Agreement will be governed by and construed in accordance with the laws of England.

SEVERABILITY

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

38. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties affix their signatures under hand and seal on this day of

(Client)

(Consultant)