

9 December 2022



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Dear [REDACTED]

Re: Freedom of Information request ref CA197

Thank you for your request for information received on 22 November 2022. The response is given below:

Request

Could I please request some information under Freedom of Information legislation? Earlier this year, you ran a tendering process for a marketing requirement. Procurement reference CPCA001-DN627631-53904714 If possible, could you please let me know the following:

Question 1: How many tender responses were received (number of bidders)?

Response: 5

Question 2: The range of bids, as in, the lowest bid (£) and the highest bid (£)?

Response: £38,445.00 to £50,000.00

Question 3. Was the winning bidder, Filigree Communications, new to you as a supplier or have they previously worked for you?

Response: New to us as a supplier

Question 4. What was the published budget for the project?

Response: £50,000.00

Question 5. Could you please attach a copy of the Invitation to Tender document (ITT)?

Response: Documents attached

2nd Floor
Pathfinder House
St Mary's Street
Huntingdon
Cambs
PE29 3TN



I hope this information is helpful but if you are unhappy with the service you have received in relation to your request and wish to make a complaint or request a review, you should write to us via our contact us email address: democratic.services@cambridgeshirepeterborough-ca.gov.uk or write a letter to Complaints, Cambridgeshire and Peterborough Combined Authority, 2nd Floor, Pathfinder House, St Mary's Street, Huntingdon, Cambs PE29 3TN within 40 days of the date of this e-mail.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or via their website: <https://ico.org.uk/>

Generally, the ICO will not undertake a review or make a decision on a request until the internal review process has been completed.

Yours sincerely



Sue Hall
Acting Data Protection Officer

Enc



2nd Floor
Pathfinder House
St Mary's Street
Huntingdon
Cambs
PE29 3TN



CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

REQUEST FOR QUOTATION

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

Sustainable Warmth Marketing Programme

The communications and marketing campaign aims to create and direct a team of stakeholders to deliver the Sustainable Warmth scheme. To support stakeholders, it must provide the supportive assets and technical information needed for the toolkit and create key messages to use across communication channels to support lead generation and supplier take up by

- Supporting uptake of the Sustainable Warmth scheme to promote good quality lead generation without duplicating individual comms efforts of local authority areas.
- Creating a South East region focused communications and marketing plan to raise awareness of the opportunity for funding with households.
- Mitigate any misleading information and provide public an understanding of where to go to get the right information (e.g., landing pages / LA leads etc).
- Educate on types of measures that could be installed and their benefit to homes.
- Educate on the process required for installation so households are aware of what to expect (Customer Journey already developed) and to ensure there is less dropout rate.

Supplier Campaign: support the Hub DPS builds capacity by signing up more suppliers to ensure successful completion of works.

Conditions of Participation

Suppliers, by submitting a Quote, you are confirming that you

1. Have not been charged with any corrupt practices under the Bribery Act 2010
2. Have not taken part in the illegal practice of blacklisting
3. Have not participated in any Collusive Tendering practices
4. Have not been charged deliberate tax default
5. Have an annual turnover that exceeds twice the value of the contract, per annum
6. Are financially stable in accordance with the attached/ online Basic Questionnaire
7. Have submitted a price that is realistic and sustainable – any quotes deemed abnormally low will be reviewed and where the evidence supplied is not satisfactory, the Quote may be rejected
8. Accept that all contracts with the Authority are subject to the Freedom of Information Act 2000
9. Accept that all contracts with the Authority may be reviewed in accordance with the Data Protection Act 1998 and The Local Audit and Accountability Act 2014.

General Service Requirements

It is essential that the supplier understands the target audience and common issues in signing up residents to the programme. There is a lot of information that already exists in the public domain on retrofit measures. This scope is about making sure eligible residents not only receive the appropriate information to educate them, but it is targeted to them to sign up. The preferred supplier will need to:



CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

REQUEST FOR QUOTATION

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

Sustainable Warmth Marketing Programme

- To build on new Sustainable Warmth campaigns to residents and stakeholder referral pathways.
- Creation of assets to use across all communications channels, ensuring a consistent brand is established. Keeping with funding regulations set out by BEIS and using stakeholder branding as required.
- To amend existing and generate easy to understand information sheets on the retrofit process and construction systems that are targeted to the Sustainable Warmth eligible residents and measures.
- Utilise existing resources and collateral and translate it to the target audience with images, graphics and text.
- Work with the procured Communications Company to review and edit the content.
- Produce guidance on how to use materials, including multimedia.

Project Management

- Analysis of metrics to determine what has worked or what can be improved. Weekly update supplied in email or excel format
- Weekly online meetings to discuss upcoming activity, performance and priorities for next week.
- Strategic direction of all resource.
- Presentation of results, lessons learnt and recommendations for the future

General Product/ Services Specifications

The supplier will produce the following required content:-

Marketing materials - Digital and Social Media

- Develop web page with clear understanding of Sustainable Warmth and SEO optimised
- Develop Social Media images, text and campaign calendar through the scheme and tailor to each season.
- Recommendations for extra channels including paid social, mobile targeting, local neighbour apps and paid content. Supplied in excel format.
- Quotes, booking and execution of campaigns.
- For any booked activity e.g. digital adverts, digital banners, artwork to be created in media specifications. AB testing to be included.
- Adaptation of current blog content and additional suggestions - to use on social media, paid content and as base for PR.
- Press release drafted and shared/checked by CPCA comms team each quarter.
- Regular reporting and analytics



CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

REQUEST FOR QUOTATION

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

Sustainable Warmth Marketing Programme

Marketing materials - Physical content

- Create through existing collateral, Postcard/credit card size information for residents with referral details.
- Community organisation “toolkits” to include, leaflets, briefings or calling cards with QR codes.
- Local Authority toolkits to include, large and small posters on existing collateral.
- Infographic for residents, possibly that can be tailored to local area stats etc
- Short promotion video(s) promoting SW for residents via social media and the website
 - e.g. overview, incorporating case studies, eligible measures and customer journey
 - Short interviews with respected locals e.g. local Councillors
 - Case studies from various project delivery across the SE Area.
- Radio advert – draft text and full recording.
- Customer journey/education piece.
- Case Study material for promotion.

Organic Content

Schedule of organic informational social media content supplied in excel format for review and sign off - up to 3 posts per week.

Execution of signed off plan - posting content across social platforms.

Provide analytics and reporting

Supply Chain Marketing materials

In order to deliver the Sustainable Warmth programme, the Hub needs to attract as many good quality suppliers as possible to its installer DPS. Not all are aware of the Sustainable Warmth programme. Retrofit services and installer trades are typically oversubscribed, with a market where demand exceeds supply, so we will need to have a convincing campaign, getting the key messages across in the right way and using the right channels.

Below are a set of activities that are suggested, and which complement our existing communications, but we will be open to other insights and suggestions that the successful contractor is able to make.

Communications plan: -

- The contractors will compile a six-month communications plan in conjunction with the supply chain team at the Hub that will meet the requirements to promote the Sustainable Warmth programme and deliver increased engagement (%?) by the supply chain

Content: copywriting and graphics: -



CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

REQUEST FOR QUOTATION

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

Sustainable Warmth Marketing Programme

- The contractor will develop both copy and graphics to support the new Sustainable Warmth website, but utilising existing scheme branding where possible
- Using the graphics developed for the website, the contractors will design and deliver PDF leaflet style content for distribution to partners via trade shows and to support account management
- The contractor will provide a portfolio of photographs of installations and retrofit technology to accompany online content as well for case studies and leaflets
- Trade event materials – we will need a replacement print for our existing banner stand as well as the leaflet content mentioned above. The contractors will design and produce the print in line with existing branding and content developed for the website. Development of e-content for events in addition would be an advantage, given the mature of the Hub's work.

Advertising: -

- Campaign advertising via media including:
 - trade magazines and business magazines
 - local radio e.g. drivetime/early morning when installers are on way to/from jobs)
 - social media channels: LinkedIn; Facebook; YouTube; Twitter
 - Targeted campaigns to trade
- Video content – 2 min videos, quick to digest and suitable for streaming to social media, about the benefits of signing up to deliver Sustainable Warmth measures. The contractor will develop the content in consultation with the Hub and provide access to the Hub for distribution

Milestones for delivery

The following are indicative timescales in order to reflect need/priority and can be reviewed on agreement with the Hub at the project inception meeting.

	Deliverable	Deadline (tbc)
1	Website content	September 2022
2	Marketing materials - digital and social media	October-December 2022
3	Marketing materials - physical content	October 2022
4	Supply chain communications plan	October 2022
5	Supply chain advertising campaign	September-November 2022
6	Trade event materials	October 2022

It is required that the supply chain marketing tasks be delivered first, with the remainder to follow as agreed with the Hub.



CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

REQUEST FOR QUOTATION

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

Sustainable Warmth Marketing Programme

Compliant Submission

Suppliers are required to provide all trading information regarding their company, specifically confirming their ability and suitability to deliver this service. This information is sought via the attached Form of Gender and Business Questionnaire. Failure to return these duly completed and signed may result in your quote not being considered

Insurances

Suppliers are required to evidence appropriate Insurances for the nature of their service, including

1. Public Liability in excess of £2m
2. Employer liability in excess of £5m
3. Product Liability in excess of £1m (where there is design element and potential harm from failure)

Contract Terms & Conditions

The Authority operates using its own standard set of Terms and Conditions. This is not a negotiable contract and Suppliers are deemed to have accepted these terms – in full – by submitting a Quote. These are available via the online portal.

Estimated Value & Duration

This Contract is designed to run for an initial period of 4 months, with a maximum total value of £50,000

The Contract includes an option to extend for up to a further 2 months (in any increment) entirely at the Authority's discretion, with an estimated additional total value of between £ 10,000 and £ 20,000

Project Specification

The supplier is required to complete the Pricing Document in consideration of the information included in the attached document.

Where the Supplier cannot provide the exact requirements, suppliers are to clarify acceptability with the authority prior to submitting a quote and clearly mark that it is an alternative proposal. The Authority reserves the right NOT to accept an alternative and where this makes the submission incomplete, may reject the Quote

Q&A Process

All Questions or concerns are to be issued via the Bid Eastern Pro-Contract Portal ONLY. All responses will be made public, subject to them not including any commercially sensitive information. Questions asked within 5 days of the submission deadline may not be answered.



CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

REQUEST FOR QUOTATION

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

Sustainable Warmth Marketing Programme

Timescales

Issue RFQ	11/08/2022
RFQ clarification deadline	26/08/2022
RFQ Submission Deadline	31/08/2022
Anticipated Award	07/09/2022

Selection Process & Criteria

The Authority is seeking to rationalise their supply chain and increase economy of scale so as to achieve greater Value for Money for our customers; as such, the aim of this procurement is to select a Single Supplier for the bulk of the requirements but with an option of a secondary supplier who may provide an additional local collection service.

This Procurement is based on the Most Economically and Advantage Tender and will be evaluated against the following Criteria

Price Score	
Lump sum, Total value of pricing list	30%
Quality Score	
Service Standard Method Statements, answering the following questions: <ul style="list-style-type: none">• What would the key elements be in compiling a six-month communications plan for this particular project, inspired from recent experience and why?• What would you suggest in developing a new 'sustainable retrofit themed' website?• Where can you value-add specifically to HTR (Hard to reach) audience in an advertising campaign?• Building on your knowledge and understanding of issues relevant to an organisation such as the Combined Authority, LEPs and Energy Hub, specifically address how you will help with the challenges and opportunities outlined below:<ul style="list-style-type: none">○ Working across a large geographical area○ The range of audiences, stakeholders, customers, and partners we engage and communicate with.• Identify critical success factors and key milestones to meet the required timeline	70%

Suppliers are required to provide a written statement covering each of the above items within the given word count, in consideration of all information provided and any information accessible on the authority's website.



CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

REQUEST FOR QUOTATION

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

Sustainable Warmth Marketing Programme

Contract Award

The decision on whether to accept a Quote is Cambridgeshire and Peterborough Combined Authority alone. Cambridgeshire and Peterborough Combined Authority is not bound to accept the lowest or any Quote.

Following the evaluation process being completed, all suppliers who expressed an Interest will be notified of the outcome/ award and the name of the successful supplier.

Purchase orders and Invoices

Suppliers are advised that any Invoice without a valid Cambridgeshire and Peterborough Combined Authority Purchase Order Number will NOT be paid. Suppliers are not to accept verbal instructions or instructions sent from an individuals' email. If in doubt, check with Finance that it is a genuine PO.



**CAMBRIDGESHIRE
& PETERBOROUGH
COMBINED AUTHORITY**

CONTRACT
for **XXXXXXXXXXXXX** SERVICES

Commented [JC1]: Insert name of services

between

(1)
CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

- and -

(2)
XXX

Commented [JC2]: Insert the full legal name of the contractor in ALL CAPS BOLD

Contents

<i>clause</i>	<i>page</i>
1. The Contract.....	1
2. Definitions.....	2
3. Term	5
4. Provision and Quality of Services	6
5. Contract Management.....	7
6. Price.....	8
7. Payment.....	8
8. Intellectual Property.....	9
9. Bribery and Corruption	9
10. Compliance with Laws and Policies	10
11. Data Protection and Freedom of Information.....	11
12. Safeguarding	11
13. Access	11
14. Management Information and Audit.....	12
15. Insurance.....	12
16. Confidentiality.....	12
17. Liability	13
18. Status and Publicity	14
19. Business Continuity	14
20. Termination.....	14
21. Force Majeure	15
22. Dispute Resolution	15
23. Assignment and Sub-contracting.....	16
24. Contract Changes.....	16
25. General	17
Appendix 1 Data Protection	18
Appendix 1A – Table of Processing Personal Data and Data Subjects.....	26
Appendix 2 Freedom of Information	27
Appendix 3 Safeguarding	28
Appendix 4 Employment Exit Provisions.....	29
Schedule 1 Specification	31
Schedule 2 Contractor's Tender	32

This Services Agreement (the "Contract") is dated INSERT DATE 2022 and is by and between:

Commented [JC3]: Insert Date (and fix year if necessary)

- (1) **Cambridgeshire and Peterborough Combined Authority** whose principal office address is 72 Market Street, Ely, Cambridgeshire CB4 7LS ("CPCA"); and
- (2) **XXX** (Company No. XXXXXXX) whose address for all purposes of the Contract (including Services of documents and proceedings) is **XXX** ("**Contractor**");

Commented [JC4]: Insert the full legal name of the contractor in ALL CAPS BOLD

Commented [JC5]: Insert company number

Commented [JC6]: Enter the correct address for the Recipient

each a "Party" and together the "Parties".

1. The Contract

1.1 The **Contract** is the contract between the Parties for the provision of the Services by the Contractor to the CPCA and incorporates the following documents. The order of precedence shall be as follows:

- (a) these Terms and Conditions (including Appendix 1, Appendix 2, Appendix 3, and Appendix 4); then
- (b) the Schedules to these Terms and Conditions; then
- (c) the Specification and any Purchase Orders issued by the CPCA; and then
- (d) the Contractor's Tender (provided that its' terms do not conflict with any of the terms in 1.1(a), 1.1(b), and 1.1(c) collectively (the "**Contract**").

1.2 The **Specification** is the description of the CPCA's requirements for the Services. The Specification is appended at Schedule 1.

1.3 The **Contractor's Tender** is the Contractor's offer to provide the Services in accordance with the Specification and appended at Schedule 2.

1.4 This Contract prevails against any other terms including those of the Contractor.

1.5 This Contract has been entered into on the date stated at the beginning of it (the "Start Date").

1.6 By entering into this Contract:

- (a) the Contractor confirms and represents that the Contractor's Tender is accurate and includes everything necessary for the Contractor to meet its obligations under the Contract; and,
- (b) the CPCA accepts the Contractor's Tender in reliance upon the Contractor's Tender.

1.7 The Contract is the sole and entire agreement between the Parties for the provision of the Services and supersedes all negotiations, submissions, representations and/or undertakings in respect of the Services that took place before it was signed.

1.8 These terms and conditions of Contract take precedence over the Specification and the Specification takes precedence over the Contractor's Tender in accordance with clause 1.1 above.

2. Definitions

2.1 In this Contract the following words and phrases have the meanings given in this clause:

- (a) **Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
- (b) **Confidential Information** means any information which has been designated as confidential by either Party in writing or ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA and DPL;
- (c) **Contractor's Manager** means the Contract Manager appointed by the Contractor to manage the Services on its behalf;
- (d) **CPCA's Manager** means the Contract Manager authorised by the CPCA to manage the Contract on its behalf at a day-to-day operational level;
- (e) **Disclosure and Barring Service** means the body of that name or any organisation with the same function, whatever its name, by which it may be replaced;
- (f) **DPA** means the Data Protection Act 2018;
- (g) **DPL** means the Data Protection Act 2018, the General Data Protection Regulation 2016 (EU 2016/679), the Law Enforcement Directive (EU 2016/680);
- (h) **EIRs** means the Environmental Information Regulations 2004 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (i) **ELI** means Employee Liability Information as defined in TUPE;
- (j) **End Date** means the date on which the Contract will end as set out in the Specification and in accordance with clause 3;
- (k) **FOIA** means the Freedom of Information Act 2000;

- (l) **Force Majeure Event** means:
- (i) war, civil war, armed conflict or terrorism;
 - (ii) nuclear, radioactive, sonic damage, chemical or biological explosion or contamination unless this is the result of an action by the Contractor; or,
 - (iii) fire, explosion, storm, riot, pandemic, epidemic, civil commotion, tempest, flood, volcanic eruption or earthquake
- which directly causes a Party to be unable to meet all or a material part of its obligations under this Contract;
- (m) **Goods** means any item or product or materials supplied with the Services;
- (n) **Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, Services marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- (o) **Law** means any law, sub-ordinate legislation within the meaning of Section 21(1) Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, (or subsequent legislation) regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directives or requirements with which the Contractor is bound to comply either at the Start Date or subsequently in force;
- (p) **Living Wage** means the living wage as defined by the Living Wage Foundation and any incremental increases applied during the Term of the Contract;
- (q) **Month** means a calendar month;
- (r) **Normal Working Hours** means between 09:00 to 17:30 on all Working Days;
- (s) **Performance Indicator** means any measure of the Contractor's performance of the Services that may affect payment which are set out in the Specification or Contractor's Tender;

- (t) **Personnel** means the employees, agency personnel or sub-contractors of an organisation;
- (u) **Price** means the sums payable by the CPCA to the Contractor for the Services as set out in the Contractor's Tender or as otherwise varied in accordance with the Contract;
- (v) **Prohibited Act** means:
 - (i) defrauding, attempting to defraud or conspiring to defraud the CPCA;
 - (ii) directly or indirectly offering, promising or giving a an advantage of any kind to an elected member of the CPCA or CPCA Personnel to induce that person to improperly perform a function or activity or rewarding that person for improper performance of a function or activity;
 - (iii) directly or indirectly requesting, agreeing to receive or accepting an advantage of any kind for improper performance of a function or activity in connection with the Contract;
 - (iv) committing an offence under the Bribery Act;
 - (v) committing any offence under section 117(2) of the Local Government Act 1972; or,
 - (vi) committing an offence of fraud;
- (w) **Purchase Order** means any order for Services raised by the CPCA and placed with the Contractor pursuant to the Contract;
- (x) **Regulatory Body** means any of those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, are legally entitled to regulate the matters dealt with in the Contract or any other affairs of the CPCA;
- (y) **Request for Information** means a request or information made under the FOIA and/or the EIR;
- (z) **Service Transfer** means the transfer of the Services under the Contract to another Contractor or the CPCA following termination;
- (aa) **Services** means the Services set out in the Specification and includes any ancillary Goods and other Services that are provided by the Contractor;
- (bb) **Start Date** means the XXXXXXXXXXXX;

Commented [JC7]: Insert start date (or reference to where it is)

- (cc) **Term** means the length of this Contract as shown in the CPCA's Specification;
- (dd) **TUPE** means Transfer of Undertakings (Protection of Employment) Regulation 2006;
- (ee) **Working Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in England and Wales.

2.2 The interpretation and construction of these terms and conditions will be subject to the following provisions:

- (a) words meaning the singular include where the context allows the plural and vice versa and masculine words include the feminine and the neuter;
- (b) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (c) reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted along with any subsidiary statutory provisions made from time to time together with any guidance or codes of practice issued by a regulatory body or relevant government department in relation to the regulations or legislation;
- (d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) the words "include", "includes" and "including" are to be read as if they were immediately followed by the words "without limitation"; and
- (f) headings are included for ease of reference only and will not affect the interpretation or construction of these terms and conditions of contract.

3. **Term**

3.1 The Contract begins on the Start Date and ends on the End Date unless it is terminated as laid out elsewhere in this Contract or in another lawful way.

3.2 In the case of a Contract for Services to be supplied on a defined number of occasions, the Term of the Contract ends upon the final performance of the Services and the CPCA shall not be under any obligation to continue to engage any further Services.

4. Provision and Quality of Services

- 4.1 The Contractor will provide the Services:
- (a) to the standards laid out in the Specification and any relevant Purchase Order and in accordance with the Contractor's Tender;
 - (b) to all applicable standards and codes of practice or conduct of any appropriate professional bodies, trade associations or regulators; and,
 - (c) with all due skill, care and diligence to be expected of a competent contractor experienced in providing services of the type, size and scope of the Services.
- 4.2 The Contractor will comply with these terms and conditions of Contract and with all the requirements and provisions of the Specification when providing the Services.
- 4.3 This is not an exclusive contract and the CPCA is entitled to enter into other contracts and arrangements with other providers for the provision of any or all services which are the same as or similar to the Services.
- 4.4 The CPCA does not promise or guarantee the total quantity or value of the Services and the Contractor agrees that it has not entered into the Contract on the basis of any such promise or guarantee.
- 4.5 The quantity or value of the Services or of the Contract in any year does not give any right to a particular quantity or value of the Services or of the Contract in any subsequent year.
- 4.6 The Contractor will provide all premises, facilities, equipment, materials, personnel and anything else required for the proper performance of the Contract at its own cost.
- 4.7 The Contractor will be responsible for the activities of its Personnel engaged in the provision of the Services.
- 4.8 The Contractor will engage sufficient competent, qualified and experienced Personnel to ensure that the Services are provided at all times and in all respects in accordance with this Contract.
- 4.9 The Contractor will ensure that its Personnel engaged in the provision of the Services will comply with all applicable laws, statutes, regulations and codes from time to time in force whether or not they are detailed in this Contract.
- 4.10 The Contractor warrants that the Intellectual Property in any Goods supplied with the Services or associated with the Services does not infringe the rights of any third party.

4.11 The Contractor shall indemnify the CPCA in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the CPCA may suffer or incur as a result of, or in connection with, the Intellectual Property.

5. Contract Management

5.1 The CPCA will appoint a CPCA's Manager and the Contractor will appoint a competent, qualified and experienced person to act as a Contractor's Manager and the Parties will inform the other immediately of any change in appointment.

5.2 The Contractor's Manager will be authorised to act on behalf of the Contractor for all purposes connected with the Contract and any statement or direction given to the Contractor's Manager will be deemed to have been given to the Contractor.

5.3 If the Contractor requires an explanation or clarification of part of the Contract Requirements it will contact the CPCA's Manager and will accept and comply with the CPCA's Manager's explanation or direction.

5.4 From time to time the CPCA's Manager may appoint one or more other persons to act as their deputy and will notify the Contractor of any appointments.

5.5 The Contractor's Manager must be available during Normal Working Hours; if the Contractor's Manager is unavailable because of holiday, sickness or statutory daily breaks, they must nominate a deputy to perform their duties.

5.6 The CPCA's Manager, acting reasonably, may because of the nature of the Services or the locations at which it is to be provided or by virtue of the behaviour of any of the Contractor's Personnel, require the Contractor to remove certain Personnel from the provision of the Services by giving the Contractor's Manager written notice to that effect, stating the reasons.

5.7 The Contractor will remove the Personnel referred to in 5.6 immediately and will, as soon as practicable, provide replacement Personnel of appropriate skills and experience.

5.8 For the avoidance of doubt, removal of any Contractor's Personnel from the provision of the Services does not mean dismissal from the employment or cessation of Services for the Contractor and the CPCA will not be liable either to the Contractor or to any of its Personnel in respect of any liability, loss or damage as a result of that removal.

5.9 The Contractor's Manager and CPCA's Manager will meet, as laid out in the Specification, or as otherwise agreed from time to time by the Parties, in order to monitor the Contractor's performance under the Contract.

6. Price

- 6.1 The Price will be the maximum or total price to be paid and is calculated as laid out in the Contractor's Tender.
- 6.2 The Price will remain unchanged during the Term of the Contract unless it is varied under clause 24.
- 6.3 If the Parties agree to alter the Specification, duration, or Price as described in clause 24, the altered Specification, duration or Price will be confirmed in writing by the CPCA.

7. Payment

- 7.1 The Contractor will submit invoices to the CPCA using the process and timing laid out in the Specification and this clause.
- 7.2 All invoices must contain:
 - (a) the correct CPCA Purchase Order number;
 - (b) all appropriate references;
 - (c) a detailed breakdown of the Services supplied;
 - (d) any other documentation stipulated in the Specification; and,
 - (e) any other documentation that is reasonably required by the CPCA to substantiate the invoice.
- 7.3 The Contractor will add VAT to the Price at the prevailing rate as applicable.
- 7.4 The CPCA will pay each agreed, correct and valid invoice within thirty (30) days of receipt together with a sum equal to the VAT chargeable on the amount payable.
- 7.5 If the CPCA does not pay an undisputed amount by the due date then the CPCA will pay the Contractor interest at the Statutory Interest rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 If the Parties have a dispute about an invoice:
 - (a) the CPCA will pay any undisputed part of the invoice;
 - (b) the Contractor will continue to supply the Services; a dispute about an invoice does not allow it to suspend or terminate the supply of the Services; and,
 - (c) the Parties will resolve the dispute using the dispute resolution procedure laid out in clause 22.

- 7.7 The Contractor will indemnify the CPCA on a continuing basis against any liability, losses and including any interest, penalties or costs, which the CPCA is required to pay at any time in respect of the Contractor's failure to account for or to pay any VAT connected to payments made to the Contractor under the Contract; the Contractor will pay any amounts due under this clause to the CPCA not less than five (5) Working Days before the date upon which the tax or other liability is payable by the CPCA.
- 7.8 If the Contractor owes money to the CPCA then the CPCA may deduct (set-off) that money from any sum owed by the CPCA to the Contractor, whether owed for a reason connected with this Contract or not, without the Contractor needing to agree. The Contractor cannot make any claim against the CPCA in order to withhold payment and/or set-off of any such amount in whole or in part.

8. Intellectual Property

- 8.1 The Contractor assigns to the CPCA all existing and future IPR in any Goods, products of the Services and all materials embodying these rights to the fullest extent permitted by law. If for any reason they do not transfer, the Contractor will hold legal title in these rights on trust for the CPCA and will transfer them to the CPCA promptly and at their own expense.
- 8.2 The Contractor warrants that the IPR in the products of the Services does not infringe the rights of any third party.
- 8.3 The Contractor shall indemnify the CPCA in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the CPCA may suffer or incur as a result of, or in connection with, the Intellectual Property.

9. Bribery and Corruption

- 9.1 The Contractor:
- (a) will not ask for or accept any gratuity, tip or any other form of money-taking or reward in connection with the Contract other than the Price;
 - (b) will not commit a Prohibited Act; and
 - (c) warrants that it is not aware of any financial or other advantage being given or any agreement reached with any elected member of the CPCA or the CPCA's Personnel in connection with the execution of the Contract.
- 9.2 The Contractor will:
- (a) ensure that neither the Contractor nor its Personnel are placed in a position where, in the reasonable opinion of the CPCA, there is or may be an actual or potential conflict between the pecuniary or personal interests

of the Contractor and the duties owed to the CPCA under the provisions of the Contract; and,

- (b) disclose to the CPCA full particulars of any such conflict of interest which arises.

9.3 If the Contractor breaches any part of clause 9.1 the CPCA may:

- (a) take such steps it considers necessary to prevent, stop, or remedy any breach; and
- (b) terminate the Contract immediately.

9.4 The actions of the CPCA under clause 9.3 will not prejudice or affect any rights of action or remedy which the CPCA may have.

10. Compliance with Laws and Policies

10.1 The Contractor will at all times comply:

- (a) with all applicable laws, statutes, regulations and codes from time to time in force; and,
- (b) the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended) and all other statutory provisions relating to health and safety.

10.2 The Contractor will ensure it complies with the requirements of the Equality Act 2010 and in particular will:

- (a) use its best endeavours to eliminate all conduct prohibited by the Act and will seek to promote equality among its Personnel and generally;
- (b) set out its equal opportunities policy to those concerned with recruitment, training or promotion, in documents available to its Personnel and recognised trade unions or other representative groups of its Personnel and in its advertisements and literature.

10.3 The Contractor will:

- (a) pay at least the Living Wage to all Personnel who work on Cambridge City CPCA premises, or land maintained by Cambridge City CPCA for two hours or more on any day of the week for eight or more consecutive weeks;
- (b) ensure that its sub-contractors pay the Living Wage;
- (c) promptly provide evidence of its compliance with clause 10.2(b) on written request by the CPCA's Manager.

10.4 The Contractor will comply with all applicable anti-slavery and human trafficking laws, statutes and regulations including the Modern Slavery Act 2015.

11. Data Protection and Freedom of Information

11.1 Both Parties will fulfil their obligations under the DPA and DPL connected with the Contract and will comply with the terms contained in Appendix 1.

11.2 The Contractor will assist and cooperate with the CPCA to enable the CPCA to comply with its information disclosure obligations under the FOIA and the EIR and shall comply with the terms contained in Appendix 2.

11.3 This clause 11 will continue to apply indefinitely after the Contract ends.

12. Safeguarding

12.1 The Contractor will ensure that where its Personnel work directly with, or have access to children or vulnerable adults, they will comply with the conditions laid out in Appendix 3.

13. Access

13.1 The Contractor will allow the CPCA and its auditors access at all reasonable times and on reasonable notice to all premises of the Contractor:

- (a) to inspect work being done as part of the provision of Services under this Contract;
- (b) to all records and information relating to the Contract;
- (c) to any of the Contractor's Personnel; and,
- (d) to all resources and systems used by the Contractor in connection with the Contract.

13.2 For a period of six (6) years, or such other period as the Parties may agree, following the expiry or termination of the Contract, the Contractor will allow the CPCA and its auditors reasonable access from time to time as may be reasonably required for the purposes of examining records and information relating to the Contract.

13.3 The CPCA will allow the Contractor to have such access as is reasonable in the circumstances to the CPCA's premises, officers, members or information for the purpose of providing the Services only to the extent it is necessary to deliver the Services.

14. Management Information and Audit

- 14.1 The Contractor will provide the CPCA with:
- (a) the reports and information as set out in the Specification; and,
 - (b) such other information as the CPCA may reasonably require from time to time or as a consequence of the Contract ending; and
 - (c) agrees that the costs of so doing are included in the Price.
- 14.2 The Contractor will co-operate fully with any enquiry or investigation made by the CPCA's internal or external auditors or any other quality or performance inspectors that in any way concerns the Contract or the Services.
- 14.3 The CPCA may use information given by the Contractor under the Contract to prevent and detect fraud and money-laundering and may share such information with other organisations that handle public funds for the same purpose.

15. Insurance

- 15.1 The Contractor shall maintain adequate insurance levels, as outlined in the Specification, throughout the term of the Contract and commensurate with the level of risk associated with the Services.
- 15.2 On each policy renewal date, the Contractor will provide the CPCA with written evidence that it has complied with this condition.

16. Confidentiality

- 16.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, each Party will:
- (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 16.2 Clause 16.1 will not apply to the extent that:
- (a) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA and/or EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

16.3 The Contractor may only disclose the CPCA's Confidential Information to:

- (a) the Personnel who are directly involved in the provision of the Services and who need to know the information and
- (b) will ensure that such Personnel are aware of and will comply with these obligations as to confidentiality.

16.4 The Contractor will not, and will procure that the Personnel do not, use any of the CPCA's Confidential Information received otherwise than for the purposes of the Contract.

16.5 In discharging its obligations under this clause 16, the Contractor will observe all further or particularised requirements in respect of confidentiality as may be set out in the Specification and/ or any relevant Purchase Order.

17. Liability

17.1 The Contractor acknowledges that it is liable for any loss and damage suffered by the CPCA and its service users or others arising out of the Services in the Contract.

17.2 As a separate and independent obligation, the Contractor will indemnify and keep indemnified the CPCA against all liabilities, actions, damages, damage or injury to a person (whether fatal or otherwise) costs, losses, claims, expenses, demands, amounts payable to another Contractor and proceedings whatsoever in connection with the Goods and Services. This indemnity includes the failure to provide the Services, the installation of any Goods, the Intellectual Property of the Services and any Goods or products supplied, the quality and provision of the Goods, and any of the Contractor's obligations under the Contract including its obligations under all of the applicable laws and policies that apply to the Contract. This indemnity applies to any act or omission of the Contractor or any of the Contractor's sub-contractors.

17.3 The Contractor will not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the CPCA or by breach by the CPCA of its obligations under the Contract.

18. Status and Publicity

- 18.1 At all times during the term of the Contract, the Contractor will be an independent contractor and nothing in the Contract will create a contract of employment, a relationship of agency, a partnership or a joint venture between the Parties.
- 18.2 A Party is not authorised to act in the name of, or on behalf of, or otherwise bind the other Party unless it is authorised to do so under the terms of the Contract.
- 18.3 The Contractor will not communicate by any means with the press or broadcasting media about any matters connected with the Contract, except with the prior consent of the CPCA's Manager.
- 18.4 The Contractor will not advertise its provision of the Services to the CPCA or use the CPCA's corporate logo, coat of arms or name without the prior written consent of the CPCA's Manager.

19. Business Continuity

- 19.1 The Contractor will have business continuity arrangements in place so that in the event of a failure of or disruption of the Services the Contractor will:
 - (a) ensure that the CPCA can continue to provide its functions;
 - (b) prevent loss of data;
 - (c) prevent or as far as possible minimise any impact on any service levels set out in the Contract; and
 - (d) ensure that normal provision of the Services begins as soon as possible.
- 19.2 The Contractor must continue to meet its obligations under the Contract and the Price will not be increased where any failure or disruption of the Services occurs because of any breach of Contract by the Contractor.

20. Termination

- 20.1 The CPCA may without liability terminate the Contract for any reason by giving the Contractor not less than one (1) Months' notice in writing.
- 20.2 If the Contractor materially breaches any of the terms of the Contract, the CPCA may give the Contractor five (5) Working Days' notice to remedy the breach. If the breach is not remedied within those five (5) days or in the opinion of the CPCA is not capable of remedy the CPCA may end the Contract by giving the Contractor five (5) Working Days' notice in writing.
- 20.3 Within six (6) months before the date of termination, the Contractor shall undertake any handover obligations reasonably imposed by the CPCA and shall use

its best endeavours to facilitate the continuity of the Services by any subsequent contractor, including, where necessary, the extension of the date of termination.

- 20.4 Where the CPCA notifies or contacts the Contractor concerning its obligations under the Transfer of Undertakings (Protection of Employees) Regulations (TUPE), the Employment Exit Provisions in Appendix 4 shall apply.
- 20.5 The CPCA may end this Contract immediately by giving the Contractor notice in writing if the Contractor:
- (a) becomes bankrupt or insolvent, in circumstances which entitle the Court or a creditor to appoint or have appointed a receiver, manager or administrative receiver,
 - (b) has a provisional liquidator appointed or has a winding-up order made;
 - (c) breaches clause 10; or,
 - (d) repeatedly (more than three times) breaches (and remedies) the Contract which the CPCA, acting reasonably, considers sufficiently material to terminate the Contract including where breaches are of the same or different obligations, or if the breaches have not been cured.

21. Force Majeure

- 21.1 No Party will be considered in breach of its obligations under this Contract or be responsible for any delay in their performance if this is prevented or delayed as a direct or indirect consequence of a Force Majeure Event.
- 21.2 If a Party reasonably considers that its obligations are delayed or affected by a Force Majeure Event, then that Party will promptly notify the other Party in writing providing full details of the Force Majeure Event and how long they estimate the delay will be.
- 21.3 The Party affected must use all reasonable endeavours to continue with the performance of its obligations under the Contract during the Force Majeure Event.

22. Dispute Resolution

- 22.1 If there is a dispute connected with the Contract the Parties will negotiate a settlement to the dispute following the dispute resolution process laid out in this clause 21.3.
- 22.2 Firstly, the CPCA's Manager and the Contractor's Manager will undertake to resolve any dispute between them.
- 22.3 If the CPCA's Manager and the Contractor's Manager are unable to reach agreement within five (5) Working Days, the dispute will be referred to a Director of the CPCA and a person of equivalent status with the Contractor.

- 22.4 If the CPCA's Manager and the Contractor's Manager are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the Dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.5 No Party may commence any court proceedings in relation to the whole or part of the Dispute until 30 days after service of the Alternative Dispute Resolution (ADR) notice, provided that the right to issue interim or other urgent proceedings is not prejudiced by such delay.
- 22.6 If the Dispute is not resolved within thirty (30) days after service of the ADR notice, or either Party fails to participate or ceases to participate in the mediation before the end of that 30 day period, or the mediation terminates before the end of that 30 day period, the Dispute shall be resolved by the courts of England and Wales in accordance with clause 25.6 of this Contract.
- 22.7 Nothing in this dispute resolution procedure will prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23. Assignment and Sub-contracting

- 23.1 The CPCA can assign the Contract to another public body.
- 23.2 The Contractor cannot transfer or assign the Contract, including to a purchaser of the Contractor's business without the written consent of the CPCA before doing so.
- 23.3 The Contractor cannot sub-contract any of its obligations under the Contract or use the Contract as security without obtaining the written consent of the CPCA before doing so.
- 23.4 The Contractor will be liable for any failure of a sub-contractor to perform the Services or for its failure to meet any of the Contractor's obligations under the Contract.
- 23.5 If a Contractor sub-contracts its obligations under the Contract, it will ensure that its contract with the sub-contractor shall:
- (a) require payment to be made of all sums due from the Contractor to the sub-contractor within 30 days from the receipt of a valid invoice; and,
 - (b) require that the sub-contractor will have insurance at the same levels as the Contractor's insurance under this Contract.

24. Contract Changes

- 24.1 Either Party may propose a change to the Specification or these terms and conditions of contract which may include a change to the Price.

- 24.2 The Parties may negotiate the proposal and if they agree a change they will record the change in writing using the Variation to Agreement Form in Schedule 3 (or such other form as may be reasonably required by CPCA). This will be signed by an authorised representative of the CPCA and an authorised representative of the Contractor.
- 24.3 A Contract change will not take effect if a proposal is not agreed by an authorised representative of both Parties in writing.
- 24.4 Any extension to the Term of the Contract or another change to the information contained in the Specification will be recorded by the CPCA and confirmed in writing.
- 25. General**
- 25.1 No third party shall have the right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 25.2 Each Party acknowledges that it has not entered into this agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other Party (whether orally or in writing) other than as expressly set out in this Contract. Nothing shall prevent the Parties from bringing a claim in fraudulent misrepresentation.
- 25.3 If any provision of the Contract or if any court of competent jurisdiction declares any provision of the Contract to be invalid or unenforceable in any way, this will not affect the other provisions of the Contract which will remain in full effect.
- 25.4 Where any of the rights and obligations of the Parties in the Contract will or may be exercised after the end of the Contract, the Contract's clauses conferring these rights and powers will survive and remain in full force and effect despite the Contract ending.
- 25.5 Any formal demand, notice or other communication required to be given under the Contract will be sufficiently served if sent by recorded delivery post (or equivalent), to the address of the Party to be served recorded in this Contract and, if so sent, will (subject to proof to the contrary) be deemed to have been received by the addressee (in the case of transmission by post) on the second working day after the date of posting or (in the case of electronic mail) on the first working day after confirmed transmission, as the case may be.
- 25.6 The Contract will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS whereof the parties hereto have executed this agreement as a Deed (but it remains undelivered until the day and year first above written)

Commented [JC8]: Delete if executed under hand

THE COMMON SEAL of CAMBRIDGESHIRE)
and PETERBOROUGH COMBINED)
AUTHORITY was hereunto affixed in)
the presence of:)

Title:	Signature
Name IN CAPITALS	

Title:	Signature
Name IN CAPITALS	

Authorised Signatories

EXECUTED AS A DEED by

XXXX
acting by:

Commented [JC9]: Replace XXXX with full legal name of Recipient

DIRECTOR	Signature
Name IN CAPITALS	

-or-

SIGNED:

Signed:

for and on behalf of Cambridgeshire and Peterborough Combined Authority

Name:

Position:

Date:

Signed:

for and on behalf of XXXX

Commented [JC10]: Replace XXXX with full legal name of Recipient

Name:
.....

Position: ..
.....

Date:
.....

Commented [JC11]: Delete the unused signature block depending on if deed or under hand

Appendix 1 Data Protection

1. Definitions

1.1 In this Appendix 1 the following definitions shall apply:

- (a) **Contractor Personnel** means all directors, officers, employees, agents, consultants and contractors of the Contractor and or any sub-contractor engaged in the performance of its obligations under this Contract;
- (b) **Controller** has the meaning given in the GDPR;
- (c) **Data Loss Event** means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under the Contract and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
- (d) **Data Protection Impact Assessment** means an assessment by the CPCA of the impact of the envisaged processing on the protection of Personal Data;
- (e) **Data Protection Legislation** means the GDPR, the LED, the DPA and any applicable UK national implementing Laws as amended from time to time, to the extent that it relates to the processing of personal data and privacy;
- (f) **Data Protection Officer** has the meaning given in the GDPR;
- (g) **Data Subject** has the meaning given in the GDPR;
- (h) **Data Subject Access Request** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
- (i) **DPA** means the Data Protection Act 2018;
- (j) **GDPR** means the General Data Protection Regulation 2016 (Regulation (EU) 2016/679);
- (k) **Law** means any law, sub-ordinate legislation within the meaning of Section 21(1) Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directives or requirements with which the Contractor is bound to comply;
- (l) **LED** means the Law Enforcement Directive 2016 (Directive (EU) 2016/680);
- (m) **Personal Data** has the meaning given in the GDPR;
- (n) **Personal Data Breach** has the meaning given in the GDPR;

- (o) **Processor** has the meaning given in the GDPR;
- (p) **Protective Measures** means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
- (q) **Sub-processor** means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract.

2. Obligations of the Parties

- 2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the CPCA is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Appendix 1A below by the CPCA and may not be determined by the Contractor.
- 2.2 The Contractor shall notify the CPCA immediately if it considers that any of the CPCA's instructions infringe the Data Protection Legislation.
- 2.3 The Contractor shall provide all reasonable assistance to the CPCA in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance, at the discretion of the CPCA, include:
 - (a) systematic description of the envisage processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures, and mechanisms to ensure the protection of Personal Data.
- 2.4 The Contractor shall, in relation to Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only in accordance with Appendix 1A below unless the Contractor is to do otherwise by Law. If it is so required the Contractor shall promptly notify the CPCA before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the CPCA as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
- (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Appendix 1A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the CPCA or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the CPCA has been obtained and the following conditions are fulfilled:
- (i) the CPCA or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 47) as determined by the CPCA;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist) the CPCA in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the CPCA with respect to the processing of the Personal Data;

(e) at the written direction of the CPCA, delete or return Personal Data and any copies of it to the CPCA on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

2.5 The Contractor shall notify the CPCA immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third party for disclosure of Personal data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

2.6 The Contractor's obligation to notify under paragraph 2.5 shall include the provision of further information to the CPCA in phases as details become available.

2.7 Taking into account the nature of the processing, the Contractor shall provide the CPCA with full assistance in relation to either Parties obligations under the Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the CPCA) including by promptly providing:

(a) the CPCA with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the CPCA to enable the CPCA to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the CPCA, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the CPCA following any Data Loss Event;

- (e) assistance as requested by the CPCA with respect to any request from the Information Commissioner's Office, or any consultation by the CPCA with the information Commissioner's Office.
- 2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the CPCA determines that the processing is not occasional;
 - (b) the CPCA determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the CPCA determines that the processing is likely to result in a risk to the rights and freedoms of the Data Subjects.
- 2.9 The Contractor shall allow for audits of its Data Processing activity by the CPCA or the CPCA's designated auditor.
- 2.10 The Contractor shall designate a data protection officer if required by Data Protection Legislation.
- 2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the CPCA in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the CPCA;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Appendix 1 such that they apply to the Sub-processor; and
 - (d) provide the CPCA with such information regarding the Sub-processor as the CPCA may reasonably require.
- 2.12 The Contractor shall remain fully liable for all such acts or omissions of any Sub-processor.
- 2.13 The CPCA may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The CPCA may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure it complies with any guidance issued by the Information Commissioner's Office.

2.15 The provisions of this Appendix 1 shall apply during the term of the Contract and indefinitely after its expiry.

Appendix 1A – Table of Processing Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by the CPCA.
2. Any such instructions shall be incorporated into this Appendix.

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	The nature and purposes of the processing by the Contractor is
Type of Personal Data	
Categories of Data Subject	
Plan for Return/ destruction	

Appendix 2 Freedom of Information

- 1.1 The Contractor will, and will ensure that any sub-contractors will, transfer to the CPCA all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information:
- (a) provide the CPCA with a copy of all Information in its possession, or power in the form that the CPCA requires within 5 (five) Working Days (or such other period as the CPCA may specify) of the CPCA's request; and
 - (b) provide all necessary assistance as reasonably requested by the CPCA to enable the CPCA 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 EIR.
- 1.2 The Contractor will transfer to the CPCA any requests for information under the FOIA or the EIR that it receives as soon as practicable.
- 1.3 The CPCA will be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
- 1.4 In no event will the Contractor respond directly to a Request for Information unless expressly authorised to do so by the CPCA.
- 1.5 The Contractor acknowledges that the CPCA may be obliged under the FOIA, or the EIR to disclose information concerning the Contractor or the Services in certain circumstances:
- (a) without consulting the Contractor; or
 - (b) following consultation with the Contractor and having taken their views into account;
- provided always that where this applies the CPCA will 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.
- 1.6 The Contractor will ensure that all information pertaining to the Contract is retained until six (6) years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the CPCA, and all payments made by the CPCA and will permit the CPCA or its auditors to inspect such records as requested from time to time.

Appendix 3 Safeguarding

- 1.1 The Contractor will:
- (a) ensure that where its Personnel work directly with or have access to children or vulnerable adults that they have a valid enhanced disclosure check through the Disclosure and Barring Service against both the adults' barred list and the children's barred list;
 - (b) ensure that no Personnel are permitted to work directly with children or vulnerable adults until they have had a disclosure check and its results have been notified to and evaluated by the Contractor; and,
 - (c) monitor the level and validity of these checks for each of the Personnel concerned.
- 1.2 Where a disclosure check for Personnel is invalid or deficient the Contractor will immediately:
- (a) remove that Personnel from provision of any parts of the Service requiring direct working with children and vulnerable adults; and,
 - (b) advise the CPCA's Manager in writing of any such removal.
 - (c) The Contractor will at all times comply with the obligations of a Regulated Activity Provider under the Safeguarding and Vulnerable Groups Act 2006 when it meets the criteria to do so.

Appendix 4 Employment Exit Provisions

- 1.1 The Contractor agrees that within 20 Working Days of:
- (a) receipt of a notification from the CPCA of an intended Service Transfer;
 - (b) receipt of the giving of notice of early termination; and/ or
 - (c) receipt of a written request of the CPCA at any time,
- it shall provide in a suitably anonymised format so as to comply with the data protection legal obligations, all staffing information as reasonably requested by the CPCA, including but not limited to anonymised ELI.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Contractor shall provide details to the CPCA or to any replacement contractor and/or any replacement Sub-contractor:
- (a) which of the Contractor Personnel are transferring; and
 - (b) staffing information in relation to all of the Contractor's staff including payroll and other financial information about them; and
 - (c) the ELI.
- 1.3 The CPCA shall be permitted to use and disclose information provided by the Contractor under paragraphs 1.1 and 1.2 for the purpose of informing any prospective replacement contractor and/or sub-contractor.
- 1.4 The Contractor warrants, for the benefit of the CPCA, any replacement Contractor, and any sub-contractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 The Contractor shall indemnify the CPCA against any liabilities, claims or losses arising from or as a result of:
- (a) any act or omission of the Contractor or its sub-contractor in respect of any employee to be transferred or any appropriate employee representative, whether occurring before, on or after the Service Transfer date;
 - (b) the breach or non-observance by the Contractor or any sub-contractor occurring on or before the Service Transfer Date of any collective agreement applicable to the Service Transfer or any other custom or practice with a trade union or staff which the Contractor or its sub-contractor is contractually or legally bound to honour arising on or before the Service Transfer Date;

- (c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;
- (d) a failure by the Contractor to discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transfer;
- (e) any inaccuracy in the ELI and/ or staffing information provided to the CPCA;
- (f) any failure by the Contractor to comply with its obligations to inform and consult its workforce and their representatives.

Schedule 1 Specification

Schedule 2 Contractor's Tender

Schedule 3 Variation to Agreement Form

Agreement Title:	XXXX
------------------	------

Commented [JC12]: Replace XXXX with the full name of the agreement

Variation No:		Date	
---------------	--	------	--

BETWEEN:

Cambridgeshire and Peterborough Combined Authority and XXXX

Commented [JC13]: Replace XXXX with full legal name of provider

The Agreement is varied as follows:

[INSERT DETAILS OF VARIATION]

Start Date:

Extension of Time/Proposed Completion Date:

Costs:

The Agreement including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

Signed:

for and on behalf of **Cambridgeshire and Peterborough Combined Authority**

Name:

Position: ..

Date:

Signed:

for and on behalf of XXXX

Commented [JC14]: Replace XXXX with full legal name of Recipient

Name:

Position: ..

Date:



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

**Cambridgeshire and Peterborough
Combined Authority**

Request for Quotation

Marketing Activities – Sustainable Warmth

Response Document

Evaluation Matrix

Evaluation of answer	Marks
<p>Proposal is structured using the key wording or bullet points from the question</p> <ul style="list-style-type: none"> • and for each requirement or sub-requirement, the response addresses the relevant part of the specification • and provides a response to the What, How or When purpose of the question for all of the requirements or sub-requirements of the question • and provides one of the following additional benefits*** <ul style="list-style-type: none"> ○ an innovative approach* or solution to the specification that is not set out in the specification and is not a variant bid and <i>that is relevant to the subject matter of the procurement</i> ○ a creative approach to a problem or risk etc. <i>and that is relevant to the subject matter of the procurement</i> ○ added value** as described in the Social Value Act 2012 and Section 4 of the instruction document <i>and is relevant to the subject matter of the procurement</i> and is quantified and measurable <p>e.g. if there are 3 bullet points and all are addressed with sufficient detail and there is a specific additional benefit being offered that relates to the contract and the question (e.g., an apprentice as part of the delivery team) then the question will score a 5</p>	5
<p>Proposal is structured using the key wording or bullet points from the question</p> <ul style="list-style-type: none"> • and for each requirement or sub-requirement, the response addresses the relevant part of the specification • and provides a response to the What, How or When purpose of the question for all of the requirements or sub-requirements of the question • and provide a comprehensive/ detailed response for all the requirement or sub-requirement <p>e.g., if there are 3 bullet points and all are addressed with a comprehensive level of detail then the question will score a four</p>	4
<p>Proposal is structured using the key wording or bullet points from the question</p> <ul style="list-style-type: none"> • and for each requirement or sub-requirement, the response addresses the relevant part of the specification • and provides a response to the What, How or When purpose of the question for all of the requirements or sub-requirements of the question • but with only minimal detail for some of the requirements <p>e.g., if there are 3 bullet points and all are addressed but one or more lacks a sufficient amount of detail, then the question will score a three</p>	3
<p>Proposal is structured using the key wording or bullet points from the question</p> <ul style="list-style-type: none"> • and for each requirement or sub-requirement, the response merely repeats the relevant part of the specification • but does not provide any details as to the What, How or When purpose of the question for one or more of the requirements or sub-requirements of the question <p>e.g., if there are 3 bullet points and all repeat the specification but at least one answers does not address the purpose of all then the question will score a two.</p>	2
<p>Proposal merely repeats the key wording or bullet points from the question, and</p> <ul style="list-style-type: none"> • but does not even repeat any of the specification for some of the question requirement or sub-requirement, <p>e.g., if there are 3 bullet points and one does not reference the related specification at all then the question will score a one</p>	1
<p>No answer provided or the answer does not at least repeat all of the key wording or bullet points from the question</p>	0

**Innovation and creativity – this is an opportunity to propose new, modern, alternative methods, products and processes that will enhance the benefits being sought by the specification, save time and/ or money whilst still achieving the essential outcomes of the contract. This requirement is not an opportunity to submit a non-compliant bid; but rather to offer the Authority a solution they might not otherwise have been aware of.*

*** Added Social Value – this must be relevant to the question being asked and the requirements of the specification, e.g. if being asked how you would resource the contract; the ‘added social value’ could be the creating new local jobs, provide a training programme, creating a new local apprenticeship, initiating a volunteering scheme, or offering work placements for local students such that the community not only benefits from the specification outputs but also benefits from the act of delivering the contract.*

****neither of the above * or ** are designed to add-costs to the contract or be prohibitive of SMEs tendering. The offering needs to be proportionate and relevant to the value and scope of the requirements and the tendering organisations turnover and size. Assuming an appropriate offering is included – the extra point can only be awarded where the rest of the response has reached a 4 out of 5 score as the specification requirements are the essential criteria.*

Quality Criteria Weighting 70%			
Item	Method Statement 1	Marks	Score 0-5
1	<p>Question: What would the key elements be in compiling a six-month communications plan for this particular project, inspired from recent experience and why?</p> <p>Page allowance 2x A4 pages – charts or diagrams can be issued separately</p>	20%	
<i>Please confirm how you will meet the requirements</i>			
Item	Method Statement 2	Marks	Score 0-5
2	<p>Question: What would you suggest in developing a new ‘sustainable retrofit themed’ website?</p> <p>Page allowance 2 x A4 pages– charts or diagrams can be issued separately</p>	20%	
<i>Please confirm how you will meet the requirements</i>			
Item	Method Statement 3	Marks	Score 0-5
3	<p>Question: Where can you value-add specifically to HTR (hard to reach) audience in an advertising campaign?</p> <p>Page allowance 2 x A4 pages– charts or diagrams can be issued separately</p>	15%	
<i>Please confirm how you will meet the requirements</i>			
Item	Method Statement 4	Marks	Score 0-5

4	<p>Question: Building on your knowledge and understanding of issues relevant to an organisation such as the Combined Authority, LEPs and Energy Hub, specifically address how you will help with the challenges and opportunities outlined below:</p> <ul style="list-style-type: none"> • Working across a large geographical area • The range of audiences, stakeholders, customers, and partners we engage and communicate with. <p>Page allowance 2 A4 pages– charts or diagrams can be issued separately</p>	20%	
----------	--	------------	--

Please confirm how you will meet the requirements

Project Management & Delivery - Ability to meet key requirements and can be completed within the timescale

Item	Method Statement 5	Marks	Score 0-5																					
5	<p>Identify critical success factors and key milestones to meet the required timeline e.g.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 60%;">Deliverable</th> <th style="width: 35%;">Deadline (tbc)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Website content</td> <td>September 2022</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Marketing materials - digital and social media</td> <td>October-December 2022</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Marketing materials - physical content</td> <td>October 2022</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Supply chain communications plan</td> <td>October 2022</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Supply chain advertising campaign</td> <td>September-November 2022</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Trade event materials</td> <td>October 2022</td> </tr> </tbody> </table> <p>Page allowance 3 A4 pages– charts or diagrams can be issued separately</p>		Deliverable	Deadline (tbc)	1	Website content	September 2022	2	Marketing materials - digital and social media	October-December 2022	3	Marketing materials - physical content	October 2022	4	Supply chain communications plan	October 2022	5	Supply chain advertising campaign	September-November 2022	6	Trade event materials	October 2022	25%	
	Deliverable	Deadline (tbc)																						
1	Website content	September 2022																						
2	Marketing materials - digital and social media	October-December 2022																						
3	Marketing materials - physical content	October 2022																						
4	Supply chain communications plan	October 2022																						
5	Supply chain advertising campaign	September-November 2022																						
6	Trade event materials	October 2022																						

Please confirm how you will meet the requirements

This price accounts for 30% of the overall final score - 30%

6.

Suppliers should provide a total budget quote for the brief, broken down by services and highlighting any additional costs that may be incurred but are not to be included within the commission unless agreed.

Please provide details of your pricing with the details of the staff involved in delivering the project along with their day rate costs, milestone dates and number of days required to deliver tasks to meet the project requirements.

The total contract value is £50k

Price – Weighting 30%			
Value for money, calculated as –			
<i>Weighting x (lowest fee ÷ your fee)</i>			
Item	PRICE	Cost	
1	<i>Details of the staff involved in delivering the project & day rate costs</i>		
1.1	<i>Detail of Staff 1 – Day Rate =</i>	£	
1.2	<i>Detail of Staff 2 – Day Rate =</i>	£	
Total Staff Cost for the Project			£
3	<i>Milestone Tasks and Dates -</i>		
3.1	<i>Milestone Task 1 Delivery Date</i>	£	
3.2	<i>Milestone Task 2..... Delivery Date</i>	£	
3.3	<i>Milestone Task 3 Delivery Date</i>	£	
Total Cost Milestone Tasks			£
4	<i>Number of Days Required to Deliver</i>	£	£
Total Cost			£
The total contract value is £50,000			

Please complete and sign below to confirm that everything submitted is a true and accurate representation of the company and that the processes detailed in the method statements are within your ability to deliver. Any intentional misrepresentation later identified will result in the process or contract being terminated.

Role	
Name	
Signature	
Date	



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

**Cambridgeshire and Peterborough
Combined Authority**

FORM OF TENDER

TENDER FOR:	
I / We the undersigned having examined the Employer's Requirements are willing to execute the whole of the work required for	£ _____
Company Trading Name	
Companies House (Legal) Name	
Company Registered Office	
Companies House Registration No	
Company Type	e.g. Private/ Public Company
Date of Formation	
Employee Contact Name	
Employee Job Title	
Telephone No.	
Email Address:	

I / We understand that:

- (a) We have read and understood the invitation to tender and conditions of contract issued by the Cambridgeshire and Peterborough Combined Authority (CPCA) for the provision of the above contract. We are fully satisfied that we can meet, in all respects, the requirements of the CPCA. We have had the opportunity, before we submit our tender, to ask the CPCA for clarification of anything we did not understand. We agree only to submit one tender
- (b) We offer to perform and complete the contract in accordance with the Employer's Requirements, the conditions of contract and our tender
- (c) In submitting this tender we confirm that we have not taken part in any corrupt practices or collusion and that the offer made is genuine and competitive to the best of our ability
- (d) We are not aware of any Conflicts of Interest between the CPCA and our organisation
- (e) We confirm that if our tender is accepted we shall, upon demand:
 - Produce evidence that all relevant insurances, policies, licenses and certificates of compliance with relevant legislation and policy are held and in force
 - Sign or execute formal contract documentation as appropriate
- (f) We confirm that the price submitted will be held open for 120 days from the end of the Tender period
- (g) This Tender must be returned via the portal and that any correspondence will be via the same portal
- (h) At the CPCA's discretion, there may be a clarification interview for this Tender involving a presentation and interview/meeting
- (i) The CPCA, under the General Data Protection Act 2018, will store and only use the information provided as part of this tender to; evaluation the submission and then to create and administer the contract (where applicable)
- (j) All contracts will be retained for 6 years if signed and 12 years if a Deed, past the end of the life of the contract
- (k) Contracts are subject to the Freedom of Information Act 2000 requests (excluding commercially sensitive information and Personal Data)
- (l) Information submitted through the e-tendering portal will be held by Pro-actis in accordance with their processes. As such, please only submit commercially sensitive and personal information where essential to the delivery of the contract – please clearly mark where this applies

Role	
Name	
Signature	
Date	