

Bollo Ltd,  
149 Breck Road,  
Poulton-Le-Fylde,  
Lancashire,  
FY67HJ

Attn: Bollo Ltd  
By email to: [REDACTED]

Date: 04/11/2021  
Ref: FS724009 Crucial Crew  
Wales

[REDACTED]

**Supply of Crucial Crews School Engagement Program**

Following your tender/ proposal for the supply of the FS724009 Crucial Crews to The Food Standards Agency, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between The Food Standards Agency for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to Rachel Leggett at the above address within 7 days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

## Order Form

<b>1. Contract Reference</b>	<b>FS724009 - Crucial Crew Wales</b>	
<b>2. Date</b>	29 <sup>th</sup> November 2021	
<b>3. Buyer</b>	The Food Standards Agency, Floors 6 and 7, Clive House, 70 Petty France	
<b>4. Supplier</b>	Bollo Ltd, 149 Breck Road, Poulton-Le-Fylde, Lancashire, FY67HJ	
<b>5. The Contract</b>	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
<b>6. Deliverables</b>	<b>Goods</b>	N/A

	<p><b>Services</b></p> <p>As per the specification and submission as per annex 2.</p> <p>To be performed at a third party's premises or virtually agreed in advance.</p>
<b>7. Specification</b>	The specification of the Deliverables is as set out in annex 2.
<b>8. Term</b>	<p>The Term shall commence on 1st April 2022</p> <p>and the Expiry Date shall be 31st March 2024</p> <p>Optional – 12 Month extension, subject to financial and commercial approval, the terms and conditions of the Contract shall apply throughout any such extended period, unless it is otherwise terminated in accordance with the terms and conditions of the Contract.</p>
<b>9. Charges</b>	The Charges for the Deliverables shall be as set out in Annex 3.
<b>10. Payment</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>[REDACTED]</p> <p>and</p> <p>[REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable), a full breakdown of the invoice and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by [REDACTED]</p> <p>[REDACTED]</p>

<b>11. Buyer Authorised Representative(s)</b> )	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<b>12. Address for notices</b>	<p><b>Buyer:</b></p> <p>[REDACTED]</p> <p>Foss House, Kings Pool 1-2 Peasholme Green, York, YO1 7PR</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>	<p><b>Supplier:</b></p> <p>[REDACTED]</p> <p>149 Breck Road, Poulton-Le-Fylde, Lancashire, FY6 7HJ</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>

<p><b>13. Key Personnel</b></p>	<table> <tr> <th data-bbox="550 221 1045 280">Buyer:</th><th data-bbox="1045 221 1540 280">Supplier:</th></tr> <tr> <td data-bbox="550 280 1045 548"> <p>[REDACTED]</p> <p>Foss House, Kings Pool 1-2 Peasholme Green, York, YO1 7PR</p> </td><td data-bbox="1045 280 1540 548"> <p>[REDACTED],</p> <p>149 Breck Road, Poulton-Le-Fylde, Lancashire, FY6 7HJ</p> </td></tr> <tr> <td data-bbox="550 548 1045 638"> <p>[REDACTED]</p> </td><td data-bbox="1045 548 1540 638"> <p>[REDACTED]</p> </td></tr> <tr> <td colspan="2" data-bbox="550 638 1540 689"> <p>[REDACTED]</p> </td></tr> </table>	Buyer:	Supplier:	<p>[REDACTED]</p> <p>Foss House, Kings Pool 1-2 Peasholme Green, York, YO1 7PR</p>	<p>[REDACTED],</p> <p>149 Breck Road, Poulton-Le-Fylde, Lancashire, FY6 7HJ</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	
Buyer:	Supplier:								
<p>[REDACTED]</p> <p>Foss House, Kings Pool 1-2 Peasholme Green, York, YO1 7PR</p>	<p>[REDACTED],</p> <p>149 Breck Road, Poulton-Le-Fylde, Lancashire, FY6 7HJ</p>								
<p>[REDACTED]</p>	<p>[REDACTED]</p>								
<p>[REDACTED]</p>									
<p><b>14. Procedures and Policies</b></p>	<p>For the purposes of the Contract the Staff Vetting Procedures can be found below:</p> <p>The Buyer requires the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check and provide evidence of such for our records.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "<b>Relevant Conviction</b>"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> <p>The buyer also requires the supplier to ensure that any person employed in the delivery of the deliverables has undergone BPSS (Baseline Personnel Security Standard) Security clearance check and provide evidence of such for our records.</p>								

Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Buyer</b>
Name: [Redacted] [Redacted]	Name: [Redacted] [Redacted]
Date: [Redacted]	Date: [Redacted]
Signature: [Redacted]	Signature: [Redacted]

## Annex 1 – Authorised Processing Template

<b>Contract:</b>	<b>FS724009</b>
<b>Date:</b>	
<b>Description Of Authorised Processing</b>	<b>Details</b>
Subject matter of the processing	<i>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide crucial crew training to schools and other specified groups.</i>
Duration of the processing	<i>1<sup>st</sup> December 2021 – 30<sup>th</sup> November 2024</i>
Nature and purposes of the processing	<p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose includes; training, administration of the training, preparation of the training, training records for students/individuals.</i></p>
Type of Personal Data	<i>names, address', dates of birth, NI numbers, telephone numbers, pay, images, biometric data,</i>
Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, attendees of the courses.</i>

## Annex 2 – Specification

<b>Specification Reference</b>
FS724009
<b>Specification Title</b>
Crucial Crew Wales
<b>Contract Duration</b>
1st April 2022 until 31 <sup>st</sup> March 2024 with an option to extend for up to a further 12-month period

This specification, which forms part of the Invitation to Tender (ITT), comprises of three individual sections: -

- A. SPECIFICATION:** An outline of the requirement
- B. PROCUREMENT TIMETABLE:** An estimated timetable for the procurement of the proposed requirement
- C. TENDER REQUIREMENTS AND EVALUATION CRITERIA:** Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by evaluators when assessing and scoring tenders

Tenders for FSA funded projects must be submitted through the FSA E-sourcing and contract management system, ECMS, using the following link: <https://food.bravosolution.co.uk/web/login.html>. Failure to do so may result in the tender response not being processed by the system or the response being automatically disqualified during the evaluation stage of the tender process.



## THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

### GENERAL INTRODUCTION

The Food Standards Agency (FSA) is an independent Government department working across England, Wales and Northern Ireland to protect public health and consumers wider interest in food. We make sure food is safe and what it says it is.

The FSA has operational centers in London and York and devolved offices in Cardiff and Belfast.

Full details of the FSA may be found on our website at:- [About us | Food Standards Agency](#).

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website ([www.food.gov.uk](http://www.food.gov.uk)). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible.

Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be taken into account. The mechanism for publishing underpinning data should allow the widest opportunity for to enable its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online. Where it is more appropriate to publish underpinning data in an existing database, archive, repository or other community resource, or for data to be saved in a specialist proprietary format, information will be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

### A. THE SPECIFICATION

The FSA continues to undertake a wide range of work to fulfil its duties and protect consumers' interests across the whole FSA. This includes continued work to improve public awareness about good food hygiene practice at home.

It does this through its school's engagement programme, where the objective is to enhance and encourage children's understanding of potential hygiene-related risks within their everyday environment, not only at home or when eating out but also in school. These include: -

- Making children aware of essential food hygiene messages such as the importance of hand washing; when this action should be carried out (to combat problems such as E. coli) and what dangers are attached to not carrying this process out regularly.
- The correct methods for storing food, where and why.
- Basic rules surrounding preparing and cooking food (the Agency's 4Cs campaign, cooking, chilling, cleaning and cross contamination), offering a basic understanding of what signs would show that food was under-cooked, and the dangers connected to this.

The Agency's schools work, through the medium of Crucial Crew events, contributes towards our recognition that "food safety and hygiene has always been at the heart of what the Agency delivers, protecting the interests of consumers" and aspires to aid young people to make more informed choices on how to cook and eat safe food.

## **BACKGROUND**

### **The Events**

'Crucial Crew' is a multi-agency partnership event organised by the police or local authorities for key stage 2 school pupils (9 - 11 year old's), that aims to deliver a series of important messages in regard to personal safety. Participating agencies can comprise of: -

- Police
- Fire Brigade
- Western Power Distribution
- Trading Standards
- British Red Cross
- Drug Aid
- Network Rail
- St John's Ambulance
- The Forestry Commission
- Capita Symonds
- The Countryside Agency

Each agency has approximately twelve minutes to present to each group, seeing approximately ten – fifteen groups in one day. The groups vary between six – twelve children in each session and may be accompanied by a teacher.

In addition, the FSA also contributes to each event by providing 'activity books' and material to enable follow-up work/future discussions within the school and home-setting.

## **THE REQUIREMENT**

### **Design of Crucial Crew workshop**

In order to undertake the contract, the successful contractor will need to develop (for approval) a ten

– fifteen minute long workshop, capable of being extended if required; with relevant support material to reinforce messages surrounding food safety. The Agency does have some teaching materials which the successful contractor may want to utilise (listed below).

The workshops should fulfil the following criteria adequately in brief (due to time constraints):-

- Reinforce basic food safety messages; reflecting current FSA advice on food safety and hygiene, specifically the '4Cs' message, available from: [Food safety and hygiene | Food Standards Agency](#).
- Content and delivery of a workshop that appeals to the target age groups (9 - 11 year old's) – to ensure importance of messages are received.
- Be flexible and adaptable to use with children having different learning abilities (schools attending also include special needs children).
- Capable of being delivered in the medium of both English and Welsh language.
- Capable of being delivered in both face to face format or via live online streaming and is adaptable as necessary.
- Be compatible with the National Curriculum Framework in Wales, available from: [Curriculum for Wales - Hwb \(gov.wales\)](#)  
[Curriculum for Wales | Sub-topic | GOV.WALES](#)
- Setup and delivery of food safety workshops throughout the scheduled calendar of Crucial Crew events in Wales.

Teaching materials available are: -

- Electronic white boards.
- Numerous 'food theme' props.
- Lap-top & projectors.
- An electronic teacher pack for follow on work
- Hand scanners (for highlighting the potential of food contamination).
- Cookin' Castle interactive game (contractor to promote and encourage children to use in school/home setting). Available from: <http://cookincastlewales.co.uk>

\* Please note: - all equipment is owned by the FSA; any additional equipment required will also be purchased and owned by the FSA. The FSA cannot guarantee the number of events run.

### **Networking requirements / organisation**

As part of the role, the successful contractor will be responsible for all liaisons with the individual Crucial Crew coordinators (different individuals for the different events); with support from the Agency's corporate services department. Ensuring dates are secured in advance; confirming all necessary set up requirements, ascertaining what the preferred language of choice will be for each crucial crew day workshop from the schools attending information spread sheets (medium of Welsh or English), facilitating and delivering the workshops, adhering to all these elements.

A list of previous Crucial Crew events delivered is enclosed (Appendix 1), however, this is for information only and the FSA cannot guarantee any volumes for coming years. Please note that any follow-up investigation work in connection to the organisation / location of such events will also be the responsibility of the awarded contractor.

The successful contractor will also be responsible for storing all equipment in between each event, in a suitable, secure, watertight premise; with necessary insurances covering loss or damage to the equipment up to the value of £5000.00.

### **Event Evaluation**

The successful contractor will be required to provide monitoring and evaluation information after each event; to include: -

- Numbers of children attending workshops
- Numbers of schools attending workshops
- Levels of contribution and enthusiasm from children during workshops
- Evaluation feedback from individual Crucial Crew coordinators and school representatives through discussion and distribution of surveys

This information will need to be presented to the Agency in an appropriate format i.e. written report. Consideration and suggestions of this format are to be presented as part of this tender process. The tenderer is also invited to put forward ideas to measure the success of the FSA's participation in Crucial Crew activities.

\*Please note:- A representative of the FSA may attend events to make necessary evaluations and observations.

### **Cancellations**

It should be noted that the Agency will only pay for day(s) worked. Should an event be cancelled or curtailed by the organiser e.g. due to adverse weather or cancellation by schools, no costs will be payable by the Agency.

### **Additional Requirements**

The development of an updated teacher resource pack and ideas for improved monitoring and evaluation requirements of this tender.

### **Contract Management**

The successful contractor shall be responsible for delivery of the services in the manner described in this specification. The Agency will monitor and control the contractor's performance via the methodology set out. The contractor shall attend contract management meetings at the Agency's request. These will be a minimum of 4 times per annum.

### **Data security**

Please outline in your tender how you will comply with the GDPR, recognising the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor', and responding to the sections below. If successful you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

Please confirm in your tender that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion, and portability of personal data;
- to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.'

### **Quality**

*As required on a project by project base i.e. UKAS accreditation, ISO 9001 etc.*

*Quality management considerations should be given as to whether any particular standards need to be met.*

*Please list all specific requirements and insert any specific links*

*Examples of standards can be found at:*

<http://www.iso.org/iso/home/standards.htm>

*If the project includes any mathematical modelling, the quality assurance considerations need to include how the work will meet the standards in the Aqua Book:*

<https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>

*Will the '[Joint Code of Practice for Research](#)' apply to your project?*

*<https://www.gov.uk/government/publications/joint-code-of-practice-for-research-jcopr>*

## B. PROCUREMENT TIMETABLE

Table 1 details an **estimated** project timetable for the project. Tenderers should however be aware that the Agency needs to acquire the evidence outlined in this ITT in a timely manner and you should justify your timings in your work plan.

TABLE 1. ESTIMATED PROJECT TIMETABLE	
EXPECTED DATE	INVITATION TO (ITT) TENDER
Thursday 5th August 2021	Invitation to Tender (ITT) issued by the Agency
Immediately as above	ITT Clarification period opens*
12 noon Thursday 16th September 2021	ITT Clarification period closes**
12 noon Monday 11th October 2021	Closing date for submission of ITT responses***
11 <sup>th</sup> -19 <sup>th</sup> October 2021	Evaluation of ITT responses
w/c 1 <sup>st</sup> November 2021	Appraisal panel meeting held to consider clarified ITT responses
Monday 15 <sup>th</sup> November 2021	Supplier Presentations
w/c 29th November 2021	Tenderers notified of outcome of appraisal and preferred Tenderer (or Tenderers) identified
w/c 29 <sup>th</sup> November 2021	Contract awarded and signed
tbc	Project initiation meeting takes place and project commences

\* If a Tenderer wishes to raise any points of clarification over the procurement process, the actual project objectives or any other query these must be raised through the ECMS by the date specified.

\*\* Queries will not be answered after this date.

\*\*\* Submissions must be uploaded onto the ECMS before the closing date and time.

§ These stages are optional

### Further Information

For any technical queries or issues regarding the use of ECMS please contact the eSourcing Helpdesk:

Phone: 0800 368 4850

Email: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) .

For any points of clarification regarding this specification or the FSA's procurement procedures please submit through ECMS.

### Closing Date

Tenders should be submitted on ECMS **by the date specified on ECMS**.

**Tenders received after this time will not be considered or evaluated. Please allow sufficient time**



**to upload your tender and all supporting evidence before the closing date.**

### **Notification of Submission of Tender**

On successfully submitting your tender you should see a popup box appear on the screen indicating that your tender has been successfully submitted. In addition you will receive an automatic email from ECMS with a reference code.

## **C. EVALUATION OF TENDERS**

The Tenderers Application consists of the:

- Technical envelope 80%, in which applicants should detail the approach, the work plan and their ability to undertake the work, and
- Commercial envelope 20%, in which applicants should outline all costs to conduct the proposed work, and
- Any other relevant supporting information

Tenders will be evaluated by FSA evaluators using a numerical system. The table below shows example weightings that have been allocated to each section of the application form and these used by the evaluators: -

<b>TABLE 2. EVALUATION CRITERIA FOR SELECTION OF SUCCESSFUL TENDERER</b>	
<b>CRITERIA</b>	<b>PERCENTAGE WEIGHTINGS</b>
<b>TECHNICAL CRITERIA – 80% overall Value</b>	Made up of
1. Delivery of Requirements	30%
2. Organisational Experience & Expertise	20%
3. Project Management	15%
4. Added Value and Innovation	10%
5. Risk management	5%
<b>COMMERCIAL CRITERIA –20% overall value</b>	20%

### **The Technical Envelope**



Guidance on how to complete each section is provided within the actual application form.

A numerical appraisal scoring system will be used to assess the information given in the Technical envelope of the tender. Evaluators will allocate a score of 0, 30, 60, 80 or 100 to each part of the Technical envelope, depending on the quality and relevance of evidence provided. The scores will then be subjected to the weightings given in Table 2.

All technical criteria will be evaluated as follows:

SCORE	DESCRIPTION FOR SCORE OF EACH CRITERIA
100	Tender fully meets or exceeds the criteria set
80	Tender would require minor modification but almost fully meets the criteria with only a few gaps in the evidence remaining
60	Tender would require some modification but addresses most of the criteria, but may not be detailed enough and/or has several gaps remaining
30	Tender would require significant modification due to significant gaps
0	Tender does not meet the specification or policy

If the applicant does not reach a minimum score of 30 in the technical evaluation they will be automatically eliminated from the process.

### **The Commercial Envelope**

Guidance on how to complete each section is provided within the actual application form.

A numerical appraisal scoring system will be used to assess the information given in the commercial envelope of the tender. Evaluators will allocate a score of 0, 30, 60, 80 or 100 to the commercial envelope, depending on the quality and relevance of evidence provided. The scores will then be subjected to the weighting given in Table 2.

#### **Requirement for the commercial envelope**

Please complete the Commercial template provided. Costs should be quoted excluding VAT for the purpose of comparison of tenders. The Agency's financial year runs from 1 April to 31 March. All costings should be recorded in line with this timescale.

#### **Evaluation of the commercial envelope**

**Commercial criteria will be evaluated as follows:**

SCORE	DESCRIPTION FOR SCORE OF THE CRITERIA
100	There is full justification for the costs and the overall resources are appropriate. The tender is the best value for money for the work proposed to meet the specific evidence requirement advertised
80	There is some justification for the costs and the overall resources requested. The tender is reasonable value for money for the work proposed to meet the specific evidence requirement advertised.
60	Limited rational is given for the resources requested and/or the tender does not offer very good value for money, but is not poor value

30	The tender is relatively poor value for money with little/no justification for costs or resources requested.
0	The tender costs are not considered value for money and the applicant provided no rationale for costs or resources requested

## Supplier Presentations

After the evaluation, the top two scoring Tenderers will be invited to deliver a presentation to representatives of the Contracting Authority in support of their tenders, as set out in the Timetable. You should keep this date free in case you are asked to attend. The purpose of the presentations will be to allow the Evaluation Panel to assure themselves that they have awarded appropriate evaluation scores based on the written tender submissions.

**There are no additional marks available for presentations, however, marks may be deducted if the Evaluation Panel judge that the tenderer has not provided sufficient evidence to support their written tender. This may result in a change to the initial ranking of the two highest scored tenders based on their written tender submissions.**

The names and positions of those attending from the Contracting Authority will be notified to all Tenderers in advance of the presentation.

Topics for discussion for the presentation will be issued no later than 10 days before the presentation.

## TENDER APPLICATION FORM FOR A PROJECT WITH THE FOOD STANDARDS AGENCY



- APPLICANTS SHOULD COMPLETE EACH PART OF THIS APPLICATION AS FULLY AND AS CLEARLY AS POSSIBLE
- BRIEF INSTRUCTIONS ARE GIVEN IN THE GREY BOXES AT THE START OF EACH SECTION.
- PLEASE SUBMIT THE APPLICATION THROUGH THE AGENCY'S ELECTRONIC PUBLIC PROCUREMENT SYSTEM (BRAVO SOLUTIONS) BY THE DEADLINE SET IN THE INVITATION TO TENDER DOCUMENT.

### Lead Applicant's details

Surname		First Name		Initial		Title	
Organisation	Bollo Ltd	Department					
Street Address	149 Breck Road						
Town/City	Poulton-le-Fylde	Country	UK	Postcode	FY6 7HJ		
Telephone No		E-mail Address					
Is your organisation a <b>small and medium enterprise?</b> (EU recommendation 2003/361/EC refers <a href="http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm">http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm</a> )			Yes	X	No		

### TENDER SUMMARY

## TENDER Title

Crucial Crew

## TENDER reference

FS724009

## Proposed Start date

01 DECEMBER 2021

## Proposed

30 NOVEMBER 2023

## 1: DELIVERY OF REQUIREMENTS (30%)

Please answer the questions below:-

**1a) Please detail how you will deliver the requirements set out in the specification?**

**1a(i)**

**Design of workshop: Our Current FSA in Wales CC Workshops:**

Our current FSA CC workshop has been positively evaluated both internally and externally. Evidence Appendix 1a, 1c and 1d.

It's core is a presentation encompassing key food safety messages, including but not limited to the food hygiene 4C's, the need for effective handwashing, the correct technique and when it should be applied and the correct storage of food types and why.

Time limited constraints of CC format favours a presentational style/approach focusing on key messaging. Too much interactivity within a time constrained session can detract from the overall objective of the workshop and the amount of food safety messages capable of being delivered.

Which is why we adopt a performance led workshop as evaluation has proven that it both engages and proves memorable.

Workshop is performance led and enhanced/supplemented using a multimedia presentation.

Retention of key messages is a key objective of the workshop.

Additional modular activities if a particular event allows are employed. E.g. existing kitchen activity, The Race quiz game. More activities proposed.

Allows for single person delivery, keeping costs low and maximising delivery dates within budget.

Adaptable/flexible enough to be set up easily, even instantly when circumstances dictate.

Adaptable/flexible for it to be delivered to pupils of differing abilities with minimal changes in content covered.

Is compatible with the National Curriculum Framework in Wales. Curriculum maps and learning objective documents are made available to teachers.

Copy of current scripts for a normal length and extended length Crucial Crew workshop available.

Copy of current Powerpoint presentation for normal length and extended length Crucial Crew workshop available.

Diversification: During the current fluctuating educational climate caused by the Coronavirus pandemic we have diversified our delivery to enable it to be successfully delivered as part of an online Crucial Crew event. We are also

able to attend events with the ability to either deliver face to face or as an online resource. We are already aware of the small changes in delivery format needed to make the workshop successful within the online format. Our online format of the CC workshop has already been viewed and its effectiveness positively commented on by FSA in Wales staff on 24/03/21.

#### 1a(ii)

##### **Design of workshop: Proposed FSA in Wales CC workshop:**

We intend to review, edit and update the current content to ensure that it remains fit for purpose. This is something we already periodically do and propose to continue with this process to ensure content stays relevant to the target audience. We would look to review the current content upon commencement of a new contract and present to relevant FSA staff for review.

We have created a workshop presentation which contains a clear narrative which introduces the FSA and the concept of food poisoning, why it is relevant, what is the direct cause and what we can do to avoid getting and causing food poisoning. This overview narrative can be delivered in as little as 8 minutes or extended to 60 minutes with modular activities.

Core areas of food safety every workshop currently covers and will continue to:-

- 1) Food safety definition –who are the FSA?
- 2) Where may they have encountered the work of the FSA – what is the Food Hygiene Rating Scheme?
- 3) Promotion of FSA in Wales social media – Twitter.
- 4) Why is food poisoning relevant to the audience?
- 5) Range of symptoms/consequences.
- 6) Direct cause of food poisoning –dangerous bacteria on food.
- 7) Quick overview of properties of bacteria.
- 8) Relevance and explanation of effective hand washing.
- 9) Food safety 4C's introduction and explanation.
- 10) How to apply the 4C's.
- 11) Simple changes in behaviour that will make a difference.
- 12) Promotion of FSA's Cookin Castle online resource or any other promotion required. Brief run-through of Cookin Castle resource content to elicit pupil and teacher interest.

This is all moulded into a narrative that is already proven to be engaging and memorable. It is assisted by multi-media, displayed on a large 'smartboard' and utilising basic AV techniques, making it extremely portable and utilising existing FSA equipment.

Humour and performance is used in the delivery so that the tone alternates throughout to constantly engage and use specific moments to impart the important food safety messages. This creates a 'roller-coaster ride' of a presentation which teaches students whilst they enjoy themselves.

Content to be constantly evaluated, reviewed and tested to ensure its appropriateness.

Multi-media used ensures it's engaging, age relevant, culturally relevant and designed to elicit maximum effect.

This format of delivery ensures it appeals to the target age group and its effectiveness and enjoyment is constantly evaluated to ensure this appeal remains.

The workshop will be monitored and edited accordingly to consider National Curriculum Framework in Wales changes due in 2022 and will be compatible with the new four purposes of the curriculum.

The workshop will be capable of being delivered face to face or as a live online workshop.

### **1a(iii)**

#### **Flexibility/adaptability:**

The current and proposed workshop is 'PowerPoint' based, ensuring compatibility with school IT systems. Our workshop is produced to be flexible and adaptable:

- To reflect specific FSA campaigns.
- To accompany curriculum changes.
- To accommodate different language versions.
- To constantly evolve, keeping it relevant and engaging. Constantly reviewed/checked with FSA.
- Modular nature means it's easily adaptable for longer sessions.
- Slightly different versions are created and maintained for pupils with differing abilities.
- Different versions are available to ensure it can be used on different IT and AV hardware found in schools.
- Deliverers always have with them necessary equipment to connect our own hardware to any school system if needed.
- To support diversification of format delivery. Slightly different versions of all workshops were created to enable it to be delivered during online sessions. If the current fluctuating educational climate continues into the start of the new contract, we can continue to offer the resource as either a face-to-face delivery or as online delivery as and where required.

### **1a(iv)**

**Networking and organisation:**

Bollo currently have excellent existing relationships with all individual Crucial Crew coordinators. We can utilise these relationships to ensure dates are secured in advance, necessary set up requirements are made and the preferred choice of language of delivery for each school ascertained.

Network relationships benefits detailed in Appendix 1b and 1c.

Methodology benefits detailed section 3b.

Bollo have two storage facilities, (1 in South Wales, 1 near North Wales). They're damp/water free, secure, locked storage units. All equipment fully insured to proposed limit.

**1a(v)****Event Evaluation:**

We currently provide monitor and evaluation information as detailed in the specification document. Our formats for gathering this information have allowed us to continue to collect and collate this information even during the online delivery of the format.

Proposed evaluative/monitoring methods detailed in section 3c.

Bollo welcome additional and external evaluations provided by FSA.

**1a(vi)****Cancellations:**

Within our current Crucial Crew contract we only charge the Agency for days worked and do not charge for curtailed or cancelled dates. This will continue for any new contract.

**1a(vii)**

Additional:

We will use relevant support material to review, update and add to our current Teachers resource pack, to ensure its fit for purpose as evaluation has proved it to be very successful.

Additional modular activities to be produced focusing on 4C's and food storage. Details upon request.

Reporting/evaluation methods also incorporate additional resources. Detailed Section 3c.

**1a(viii)**

**Contract management:**

We currently attend FSA meetings regularly. We'll continue this practice accommodating a minimum of four meetings per annum.

**1a(ix)**

**Data Security:**

Bollo currently complies with all aspects of General Data Protection Regulation and protection of data is ensured. No data is shared outside of the Bollo Project Team.

Bollo Ltd is registered with the ICO.

The evaluative data we collect is mainly done through a software platform that complies with GDPR and if evaluative data is collected in other forms, we ensure GDPR is complied with.

We regularly evaluate the effectiveness of our systems and services to ensure we remain GDPR compliant and will do so throughout any new contract.

We are happy to carry out and provide a Privacy Impact Assessment upon request.

Copies of our GDPR-compliant Privacy Policy and GDPR Compliance Statement available.

We confirm that by contract award we will have in place, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

**1a(x)**

**Quality:**

A dedicated Project Plan along with detailed event plans are detailed in section 3b(iii)

We have a dedicated Quality Assurance Policy for work done with FSA in Wales, available upon request.

We'd gladly welcome any external evaluation of our services.

We are happy to obtain ISO 9001 certification if required.

**1b) Demonstrate your knowledge of food safety & hygiene and its involvement in the Welsh school curriculum.**

**1b(i)**

**Delivering for FSA Wales:**

Bollo have delivered food safety workshops for the FSA since 2002. During which we have designed and delivered many different educational activities, programmes and resources. All were created with a knowledge of the links between food safety and hygiene and the Welsh school curriculum.



From 2002 – 2011 we produced and delivered all curriculum linked educational resources for the FSA Wales mobile resource trailer.

From 2011 – 2021 we have produced and delivered all curriculum linked educational content and resources for FSA Wales at CC events.

From 2018 – 2021 we have produced and delivered all curriculum linked educational content and resources for the current FSA Wales schools based workshops contract, (Pirates of the Chillibean).

Bollo able is able to map its activities against the current curriculum. Evaluation and feedback from teachers has indicated that our FSA workshop material aligns to the curriculum and builds on school based activities.

Bollo is aware that the National curriculum in Wales will be changing in September 2022 in the meantime we will ensure its messaging is relevant.

Once the new curriculum becomes practice, we will ensure all our materials reflect the new four purposes for learners and any changes needed are made before the curriculum becomes practice. We will ensure any changes are also reflected in accompanying documentation such as teaching objectives, curriculum maps and additional teaching materials provided.

Our services delivered for the FSA don't just align to the curriculum but align to relevant and current FSA messaging too.

#### **1b(ii)**

Educational resources developed for FSA:

In addition to delivering for the FSA at CC and other events we've produced multiple curriculum maps and learning objectives and outcome documents for the FSA since 2002. These are revised and edited on a regular basis. Produced for both KS2 and KS3 pupils. New documents will be produced for resources proposed for this contract.

We produced the current FSA Wales teacher e-pack for Crucial Crew events, containing relevant curriculum maps and learning outcomes and objectives documents linking food safety and hygiene within the Welsh school curriculum.

We currently deliver a schools based workshops contract for FSA Wales involving a resource called Pirates of the Chillibean. This resource is delivered in line with all FSA in Wales food safety and hygiene messages. For this we also produced an electronic teachers' pack containing relevant curriculum maps, learning outcomes and objectives documents linking food safety and hygiene within the Welsh school curriculum.

#### **1b(iii)**

Public Health Wales workshops:

Due to our experience in this area, we have previously produced and delivered a set of hand washing and hygiene workshops for Public Health Wales.

These workshops were linked to hygiene and food safety within the Welsh schools curriculum and supported resources from the EU's e-bug resource and the Healthy Schools scheme. Alongside this we produced curriculum maps and learning objective documents to accompany the resource



**1b(iv)**

Level 3 food safety:

Our investment in our delivery team means they all hold a level 3 food hygiene qualification. Any new members of the delivery team will be required to take this qualification.

**1b(v)**

Delivery team:

For most of the delivery team the majority of their employment is in Welsh education and they have extensive knowledge of many aspects of the Welsh Curriculum, especially the PSE curriculum and how food safety, hygiene and current FSA messaging links into this.

**1c) How do you propose to ensure the FSA is represented appropriately at all Crucial Crew events?**

How we currently appropriately represent FSA at CC events evidenced in Appendix 1d.

**1c(i)**

Experience:

Bollo has been representing the FSA at CC and many other events since 2002. We have an established relationship with the agency who can trust Bollo to act as appropriate representatives.

**1c(ii)**

Dedicated team:

Our delivery team have 19 years' experience representing the FSA, believing intrinsically in the FSA's work, resulting in an understanding of their responsibilities and how to appropriately represent the Agency.

Our team have the proud record of having delivered FSA in Wales workshops to over 400,000 pupils without any issues.

The Project Manager and Project Leader, when not delivering the workshops themselves, regularly and periodically visit delivery dates attended by other team members to ensure delivery standards are maintained.

**1c(iii)**

Overall Project Plan:

Contains a code of conduct plan, (a bullet point document distributed to all new contractors detailing responsibilities

when representing clients). All new contractors agree to its content before beginning work. We annually distribute this plan with updates to all our team. Available upon request.

#### **1c(iv)**

Project Manager and Project leader:

70% of CC dates to be fulfilled by the Project Manager/Project Leader, this consistency of delivery from a small team who have a combined 26+ years' experience of representing the agency will ensure appropriate and consistent representation. For many of the remainder of the 30% of dates the Project Manager or Project Leader is still on-site and able to directly monitor the delivery of the resource.

#### **1c(v)**

Consistency of messages:

Only existing members of the delivery team will work on the contract to ensure appropriate and consistent representation of the FSA and their messages, (any new members will be put to relevant FSA in Wales staff to assess their viability and fully trained before being allowed to deliver).

Additionally, all aspects of the workshop are scripted assuring consistency of messages.

#### **1c(vi)**

Representation to CC organisers/partner agencies:

Our current experience, team and proposed methodologies will ensure we continue to represent the agency positively to CC organisers and agencies.

Our existing reputation within the network from organisers/partner agencies ensures the FSA are held in high regard and we will ensure this continuation. See Appendix 1b and 1c.

Bollo also have extensive experience of appropriately representing other service partners at CC events. See Appendix 1g.

#### **1c(vii)**

Ensuring FSA is a core agency of the Crucial Crew network:

Bollo has always ensured that the FSA are a core agency within the Crucial Crew network and have been integral in ensuring the network now delivers to every authority within Wales on an annual basis.

Bollo ensures that the FSA are a core agency at the events, meaning that we are often sited in premium spots within the venue to maximise the engagement levels of the workshop.

Since the Coronavirus pandemic altered the educational climate we instigated a diversification of the CC format alongside Western Power Distribution, South Wales Fire and Rescue Service, local Road Safety Teams, Swansea County Council, Network Rail and North Wales Fire and Rescue Service. We then proposed a diversification of the format delivery to FSA in Wales and this was successful.

Collaborating with the above agencies we then helped organise 12 events across 21 authorities, (Ceredigion CC took place in Sept 2021 instead), ensuring 17,070 pupils from 424 schools received CC workshops in the months between March 2021 to July 2021 when the educational landscape was still being greatly affected by the Covid pandemic.

## **2: ORGANISATIONAL EXPERIENCE & EXPERTISE (20%)**

**Please answer the questions below:-**

**2a) Detail your experience of working with primary school children and your ability to adapt the workshop for children with different learning abilities.**

### **2a(i)**

Client portfolio:

Bollo has been working with primary school children since 2000.

We specialise in delivering educational content to this age range having delivered for many different clients where we specialise in creating innovative, engaging projects.

Since 2008 we have and continue to produce services for this cohort for: FSA in Wales, Network Rail, The Royal Mint, Western Power Distribution, Transport for Wales, Mid and West Wales Fire and Rescue Service, South Wales Fire and Rescue Service, Gelligaer and Merthyr Common Project, Pembrokeshire CBC, Neath Port Talbot CBC, Public Health Wales, Resolve IT CIC, Fly Tipping Action Wales, Forestry Commission, NSPCC, Caerphilly CBC, Edcoms and Glasgows events.

### **2a(ii)**

Pupil numbers:

Since 2002, for FSA in Wales, Bollo have delivered to over 400,000 pupils from this cohort.

For all our clients we have delivered to over 700,000 pupils from this cohort.

The combined experience of our delivery team in delivering to pupils from this cohort would be over 2,500,000 pupils.

### **2a(iii)**

Majority of our work:

The majority of educational output that Bollo produces and delivers is designed for primary school children. Additionally, the majority of work that the Project Management team and most of the delivery team produce and

deliver is currently, and has been for many years, targeted towards primary school children.

#### **2a(iv)**

Experience of delivering to pupils with differing abilities:

Across all schools, 15% of pupils have additional learning needs. Within a 19 year period we have delivered FSA workshops to approximately 60,000 ALN students from all Welsh authorities. Annually we also deliver to up to 11 placement/dedicated ALN schools.

Many of our delivery team have extensive, additional experience of delivering to differing ability pupils.

Our current experience of delivering FSA workshops to pupils with differing abilities has been positively evaluated. See Appendix 1d.

#### **2a(v)**

Adaptable workshop

Our adaptable FSA CC workshops are designed to be deployed for different abilities and age ranges. All are bi-lingual. The delivery team always have instant access to all versions.

We've also produced similar adaptable workshops for other clients for use at CC and within other educational scenarios.

Our Overall Project Plan ensures we assign the correct version of workshop to be deployed upon each CC date and session.

The delivery team's experience also means they are capable of making decisions 'in situ'. Changing workshop tone, delivery style or content itself as required, ensuring every session delivers age and ability appropriate FSA messages.

At placement/dedicated ALN schools we deploy specialised CC workshops with additional modular activities. This involves an interactive hand washing session designed so we spend extra individual and group time with pupils to detail the importance of effective hand washing techniques.

#### **2b) Can you provide evidence of your ability to deliver the workshop in both English & Welsh language?**

Overall ability evidenced Appendix 1f.

#### **2b(i)**

Proven experience:

Since 2011, Bollo has ensured all CC dates attended by Welsh Language schools are delivered by Welsh speakers, (over 500 dates, now approximately 80 dates annually). Bollo is aware of the FSA's Welsh Language policy and its requirements, workshops are always delivered in the language choice of the school.

**2b(ii)**

Delivery team:

Bollo's delivery team are all first language Welsh, (except for the Project Manager who is a learner).

Our experienced delivery team enables us to be extremely flexible within language delivery, allied with our project methodology ensures that even Welsh Language schools attending on non-dedicated Welsh Language CC dates are guaranteed workshops in their preferred language.

On all FSA in Wales projects Bollo only supplies Welsh Language deliverers, our recruitment system ensures they're verified by FSA's Welsh Language Unit prior to employment. Resulting in Bollo's large pool of Welsh language contractors trained to deliver the FSA in Wales CC workshop.

**2b(iii)**

Our commitment to Welsh:

We currently produce a dedicated Welsh Language version of our FSA CC workshop, not merely translating our services. Separate and equal prominence is placed upon each version.

We've an excellent existing working relationship with the FSA's Welsh Language Unit, liaising with them to ensure we use standardised language.

Our commitment's also visible through production of other FSA in Wales resources, e.g. School based workshops resource, (Pirates of the Chillibean), 'The Race' resource and 'Aliddon' re-working.

**2b(iv)**

Regional differences:

The scripted nature of our CC workshops ensures consistent language delivery. Additionally, our delivery team is situated throughout Wales so we can offer regional Welsh Language speakers whose language is appropriate when delivering conversational aspects.

**2b(iv)**

Additional Clients:

Our experience of producing resources bi-lingually has gained us a reputation attracting additional clients. Producing/delivering the first bi-lingual CC content for Network Rail, Western Power and Resolve IT.

In the last four years Bollo has also produced and delivered many other bi-lingual educational resources and workshops

for South Wales Fire and Rescue Service, Mid and West Wales Fire and Rescue Service, Transport for Wales, Public health Wales, Pembrokeshire CBC, Powys CBC, Ceredigion CBC, Neath Port Talbot CBC, Fly-Tipping Action Wales and Gelligaer and Merthyr Common Project.

Our extensive experience of delivering bilingual resources means we believe we are currently the largest employer of bilingual performers/presenters for Theatre in Education projects and educational workshop projects in Wales.

**2c) Please provide an example of where you have delivered an event that required a high level of creativity?**

**2c(i)**

Pirates of the Chillibean 2018 – 2021 and ongoing FSA Wales School based workshops and online workshops:

Tasked with producing a new, innovative, creative, engaging set of school based workshops to be delivered at schools across Wales. The resource was set objectives to deliver to 200 schools across Wales provided from a targeted list provided by FSA Wales.

'Pirates of the Chillibean'

An engaging, interactive theatrical show followed by interactive workshops that is portable, flexible and adaptable to ensure its ability to be delivered in any educational establishment throughout Wales.

We designed/produced:

- New food safety themed 30 – 45 min show script centred around an interactive Pirate mystery. The narrative sees the ship's crew fall ill and pupils are inducted into the Pirate crew to help solve the mystery, competing interactive tasks.
- 60 min long workshop scripts and where the narrative is continued and concluded within individual classes visited by the actors throughout the day. The mystery is solved using a narrative device which tests the retention of important food safety messages from the pupils in order to open a treasure chest and solve the mystery.
- Several original puppet characters, operated by the actors which enables multiple characters within the show and workshops but still only needs two members of staff to deliver the resource.
- Back-up puppets
- Costumes for all characters within the show and workshops
- a 3m x 3m modular set which included an embedded multimedia screen for displaying of relevant food safety messages within the show, video clips featuring a ghost pirate captain and words to the songs used in the show. The modular nature of the set meant that either the full set or part of the set could be erected in any educational environment without it impacting on the narrative.
- Original songs and all audio sound effects.
- Creation and production of all workshop materials.

- Creation of several electronic evaluative methods which could record data offline and then upload to a software platform enabling the data recorded to be easily analysed.
- Creation of an electronic teachers pack, containing food safety games, activities and post learning opportunities which is offered to all classes visited by the resource.
- Creation of two Pirate of the Chillibeau websites, (Welsh language and English Language) which pupils were able to access at home to engage with post visit learning opportunities and also encouraged all-family use increasing the reach of the food safety messages.
- Creation of A5 flyers for pupils to take home to families to promote the 'Pirate's' websites.
- A pre-visit trailer designed to create anticipation and excitement for the resources visit to the school.
- An innovative post-visit evaluative resource involving a visit from a member of the show several weeks after the original visit. Taking the form of a short workshop we are able to gather live retention and other evaluative data. We are then able to use this data to continually evaluate our delivery of food safety information within the resource.
- A booking system which enables two simultaneous tours to operate in different parts of Wales, meaning that we can visit 200+ educational venues per year.
- Two local teams employed to deliver the resource with each having their own allotted areas. This mean regional dialect issues are not encountered, which can be especially important in regards of Welsh Language delivery.
- In line with our Eco policy the resource is delivered as a virtually paperless resource, (except for pupil flyers).

We took the idea from concept to full production with all aspects produced bi-lingually. All creative aspects of the resource were created by Bollo Ltd with only the production of some materials outsourced.

A daily programme template was devised to maximise our time within a school to ensure every class in each school received the show as well as a 50 - 60 minute workshop.

Workshops are adaptable for foundation or KS2 pupils utilising mostly the same materials for both workshops meaning actors could move swiftly between each class and even change from one educational phase to another instantly.

Our resource was launched into schools in March 2019. Since then it has reached its set objectives and been viewed and positively commented on by many members of FSA in Wales staff including the Chief Executive.

The resource was subject to an external evaluation commissioned by FSA in Wales in 2020 and the resource received extremely positive results in the evaluation.

#### Diversification because of Coronavirus Pandemic

The resource was paused indefinitely due to the Coronavirus pandemic. In November 2020 we produced a

diversification proposal to allow the resource to be delivered online and presented this to FSA in Wales. The proposal was successful and we reformatted the resource to allow it to be delivered as an online resource.

The reformatting of the resource meant taking the resource from a face to face delivery to an online resource. This presented many technical and logistical issues which required us to acquire several new skill-sets, but all initial problems were quickly and successfully resolved.

We offered a 50% increase in school uptake numbers for the same budget as the face-to-face delivery to surpass the original KPI's set by FSA Wales and deliver value for money.

We delivered a pilot in December 2020 where we able to evaluate the resource and how it was received by pupils and schools. We then began full online delivery from January 2021 onwards.

Despite the ever changing challenging educational climate created by the Coronavirus pandemic, within 6 months from December 2020 to July 2021, we managed to deliver to 179 schools and 29,000 pupils.

All evaluative formats were also adapted for the online resource and the data produced delivered very similar results to our successfully evaluated face to face format.

**2d) Please provide evidence of your proposed staffing arrangements for delivery of the workshops (including evidence of DBS checks & CVs).**

All delivery staff DBS checked, proof available. Bollo holds a corporate account with a recognised DBS checking provider, (uCheck), to ensure these needs are met.

#### **2d(i)**

Project Manager/Project Leader.

70% of dates attended by Project Manager/Project Leader for duration of contract. Both have an excellent existing working relationship with FSA.

Project Manager – Pete Walsh: 19 years experience delivering for FSA at CC, (400+ events attended), 19 years of producing/delivering different educational projects and resources for FSA in Wales.

Project Leader – Paul Morgan: FSA experience 8 years at CC, (200+ events), 9 years across other FSA in Wales educational projects

Full CV's available.

#### **2d(ii)**

Experienced Contractors, minimum 2 per area:

30% of dates delivered by other members of existing team. All bi-lingual and committed themselves for duration of contract with extensive experience of educational workshops, food safety workshops and FSA CC workshops. All known



and verified by FSA in Wales staff.

All achieved Level 3 in Food Hygiene and have extensive educational delivery experience.

DBS checks to be updated regularly during contract.

Delivery team:

Gwion Williams. FSA experience 4 years at CC (20+ events), 1 year other FSA projects

Osian Edwards. FSA experience: 4 years at CC, (20+ events), 2 years other FSA projects

Arwyn Owen. FSA experience: 7 years at CC, (30+ events), 3 years other FSA projects.

Angharad Evans. FSA Experience 7 years at CC, (20+ events).

Lois Elenid. FSA Experience 3 years at CC (15+ events).

Jed O'Reilly. FSA Experience 3 years at CC (15+ events)

Jacob Oakley. FSA Experience 3 years at CC (15+ events)

Dafydd Weeks. FSA Experience 1 year at CC (3 events)

Steven Williams. FSA Experience 3 years at CC (8 events), 3 years on other FSA projects

Mared Gruffydd. FSA Experience 2 years at CC (5 events), 2 years on other FSA projects

Sion Emilyn. FSA Experience 1 year at CC, (3 events)

Emma Hickey. FSA Experience 1 year at CC, (4 events)

Carys Eleri Evans. FSA experience: 9 years at CC, (20+ events), 5 years other FSA projects.

Karen Roberts . FSA experience: 7 years at CC, (20+ events).

Gwenno Dafydd. FSA experience: 7 years at CC, (20+ events).

Llew Davies. FSA experience: 2 years at CC, (10+ events ), 2 years other FSA projects.

Daf Evans. FSA experience: 2 years at CC, (10+ events), 1 year other FSA projects

Dave Taylor. FSA experience: 6 years FSA at CC, (30+ events), 5 years other FSA projects

CV's available.

Additional Team members to be added: - Due to the current Coronavirus pandemic we are aware of the way in which the sector has changed and how this has affected employment issues. We are due to begin an additional recruitment drive for Welsh Language actors/presenters for our current Crucial Crew contract and as a result envisage the above list of trained presenters to be even more comprehensive by the time the new contract starts.

### 3: PROJECT MANAGEMENT (15%)

Please answer the questions below:-

a) Demonstrate your understanding of the Crucial Crew format.

3a(i)

Experience:

Bollo has delivered CC workshops for FSA Wales for 19 years. Since 2011 we've delivered CC workshops to approximately 320,000 pupils and have a presence in every authority in Wales.

We deliver highly effective workshops which are positively evaluated both internally and externally.

Many FSA staff have viewed the effectiveness of our workshops including four FSA in Wales Directors who've all commented positively on our programme.

3a(ii)

Understanding of format:

Knowing CC workshops need to be flexible, we've invested in a team of 18+ experienced bi-lingual facilitators who're trained and experience in being adaptable and flexible. They're able to set up and deliver under very challenging circumstances often with no prior notification of changes.

This extensive experience ensures we're able to deliver the same educational experience consistently, irrelevant of situations.

Examples of adaptations:-

- Varied length, 6-60 minute sessions.
- Varied pupil age, Year 3 - Year 13 pupils.
- Varied content accommodating differing abilities including all ALN pupils and ALN adults.
- Varied class size, 5 up to 200+ pupils, (in a large lecture hall).
- Varied location, daily events at different schools, often at different ends of an authority.
- Varied language preference often accommodating last minute changes.

3a(iii)

Consistency:

Our experienced team have committed themselves solely to Bollo for this contract, ensuring consistency. The team is known to FSA and has the proud record of never having missed a CC date in 19 delivery years for the FSA.

3a(iv)

Network understanding:

Bollo is a founder member of the Network with excellent relationships with Network organisers and partners evidenced in Appendices 1b and 1c.

Our relationships mean we facilitate full attendance at events for the FSA. We're highly regarded within the network and, as a consequence, consistently acquire premium spots within venues to enhance the delivery of the workshops. We're also often one of the lead partners being involved in the organisation of the events.

3a(v)

Increasing reach:

We've added 11 new authorities to the calendar and FSA CC workshops are now represented in every Welsh authority.

3a(vi)

Bettering objectives:

We consistently exceed annual CC objectives set by FSA, delivering to 24,000+ pupils from 480+ schools, (2019 – 2020 financial year, equating to approximately 70% of age cohort).

3a(vii)

Ensuring Crucial Crew survived during the Coronavirus pandemic:

Since the Coronavirus pandemic altered the educational climate we instigated a diversification of the CC format alongside Western Power Distribution, South Wales Fire and Rescue Service, local Road Safety Teams, Swansea County Council, Network Rail and North Wales Fire and Rescue Service. We then proposed a diversification of the format delivery to FSA which was successful. Collaborating with the above agencies we then helped organise 12 events across 21 authorities ensuring 17,070 pupils from 424 schools received CC workshops over 5 months from March 2021 – July 2021.

### 3a(vii)

Delivery for others:

Our extensive CC experience has resulted in additional clients.

Over the last four years we have produced and delivered positively evaluated CC based rail safety workshops for Network Rail, CC based electrical safety workshops for Western Power Distribution, CC based personal safety and cyber-bullying workshops for Resolve IT and CC based workshops for CC Fly-tipping Action Wales and NSPCC.

### 3a(viii)

Delivery of different formats for CC events for event organisers during the Coronavirus pandemic:

Such is our extensive CC experience that Pembrokeshire CBC approached us deliver a recorded video based Crucial Crew event for November 2021. We liaised with all partner agencies collating video versions of their workshops which we then edited together into a virtual Crucial Crew event which was sent to all Pembrokeshire Primary schools. Additionally, we produced individual workshop videos to fit into this format for FSA Wales, Pembrokeshire Road Safety Team and Western Power Distribution.

We were later approached by Neath Port Talbot CBC to deliver a similar virtual Crucial Crew set of videos as their face-to-face event which was cancelled due to Covid-19. We also produced a cross agency electronic teachers pack for this event and additionally produced a CC workshop video for Network Rail.

We have once again been commissioned by Pembrokeshire CBC to help deliver a different format for their online Crucial Crew event in November 2021.

### 3a(ix)

Simultaneous events:

We're aware of the need for being able to deliver across simultaneous events, (sometimes 3 CC events on the same day) we are currently delivering this expectation and will continue to do so.

## 3b) Please detail your proposed methodology for Project Management.

### 3b(i)

Project staff:

Project Manager/Project Leader responsible for project management. As with current system, both contactable by FSA at all times. Phone calls replied to within 24 hours, emails 48 hours.

Project Manager oversees all aspects of project from pre to post event, will attend all meetings with FSA.

Project Leader will assist in logistical aspects of the daily operation of the events and will attend all meetings with the FSA.

Delivery team to adhere to all aspects of Project Plan for event.

### 3b(ii)

Experience of network and events:

Due to existing relationships with CC organisers we will implement our systems to ensure a seamless transition at the start of the contract. Evidence of existing relationships Appendix 1b.

### 3b(iii)

Methodology:

Our methodology is currently implemented to deliver the current FSA in Wales CC contract.

Operated/documentated via two forms: Overall Project Plan and Event Project Plans.

Overall Project Plan:

Covers all aspects in delivering the overall project on a continual basis. Managed by Project Manager. Three sections: Pre-event, Event and Post-event Project Plan.

Pre-event Plan:

- Produces/updates annual schedule.
- Manages events on rolling basis, starting 3 months prior to event, acquiring timetable/venue details.
- 1 month prior, check logistics with organisers, organise staffing.
- 3 weeks prior, confirm staffing, provide organisers all relevant information. Assign equipment/resources. Distribute to staff Event Project Plan, initiate receipt. Book necessary travel, accommodation/subsistence requirements.
- 1 week prior, check for outstanding issues. Acquire schools list, highlight special delivery requirements and relay to appropriate deliverer staff.
- 2 days prior, cross-check all staff/event requirements.

Event Plan:

- Night before CC date, text delivery staff.
- Morning of CC, text delivery staff. Non-reply initiates contingency plan.
- Evening of CC, check for any outstanding issues.
- Every 2-3 days, check-in with event co-ordinator/organiser.

Post-event Plan:

- Ensure equipment returned to storage, check for outstanding issues.
- Three days post-event, contact event organisers/teachers, distribute evaluative tools.
- One week post-event, collect delivery team reports. Formulate post event report.
- One week post-event, contact teachers to remind about evaluative tools.
- Two weeks post-event, formulate event organisers/teacher's evaluative tools data into quarterly report and/or annual report as required.
- 4 weeks post-event, formulate pupil's evaluative tools data into quarterly report and/or annual report as required.
- Every three months, send quarterly report to FSA. Acknowledge receipt, set up meeting.
- Every 12 months send annual report to FSA and acknowledge receipt.

Dedicated Event Plan:

Check list/information document provided to delivery team. Contains:

- Accommodation/travel information.
- Venue details, logistics for set up, parking, arrival and start/finish times.
- School schedule-highlighting specific delivery requirements, workshop to be used, language delivered, pupils with ALN.

- Details of assigned equipment and back-up equipment
- Contact details for event organisers, Project Leader/Project Manager and site managers if required
- Pupil's enjoyment recording form, event organisers evaluative form, (to print if paper copies likely to be needed).
- Copy of risk-assessments, code of conduct plan

Full Plans provided upon request.

3c) What monitoring / evaluation tools will be used to measure the delivery of the workshop?

Tools take two forms: reports, (4), evaluative tools, (5),

#### REPORTS

Full copies available upon request.

3c(i)

Post-event report:

Word based document, contains:

- Event details.
- Attending school's details.
- Welsh Language days.
- Pupils' numbers.
- Workshop format type detailed.
- Event specific information/issues and resolutions.
- Pupil enjoyment data.
- Data from event-organisers feedback form.
- Pupil retention data.
- Relevant quotes, (teachers, pupils).

Example Appendix 2

3c(ii)

Event reporting spreadsheet:

Excel based. Ongoing report, sent monthly, details financial year events. Contains:

- Name, dates, location of events.
- Number of days to attend.
- Number Welsh Language days.
- Pupil's numbers.
- School's numbers.

- Costings.
- Pupil enjoyment data.
- Pupil retention data.
- Co-ordinators details
- Event specific notes
- Reports and evaluation's status

Example provided Appendix 3

3c(iii)

Quarterly Report:

Word document. Collates evaluative data from last 3 months into a user-friendly format.

Provides analysis of data against pre-agreed objectives.

Example provided Appendix 4

3c(iv)

Annual report:

Word document. Compares annual objectives and KPI's versus objectives achieved. Also collates quarterly reports data into an annual format.

Example provided Appendix 5.

Evaluative Tools

Three evaluative tools record 4 data types. 1) Event organisers feedback, 2) Pupil enjoyment, 3) Attending teacher feedback 4) Key food safety message(s) retention.

3c(v)

Event organisers feedback form.

Completed by event organiser, data incorporated into post-event reports.

Sent in post-event email of paper copy taken to event.

Example provided Appendix 6.

3c(vi)

Pupil Enjoyment:

Instantly gauges pupils' enjoyment. Utilising a 'user-friendly' offline survey software platform with a 'kiosk' style user interface format. Pupils record their enjoyment level of the workshop by pressing on 1 of 5 possible 'emoji' style faces ranging from very happy to very unhappy. This system is colourful, user friendly, quick and recognisable as a format to the pupils.

The offline nature of the platform allows for its usage anywhere.

Data is then uploaded to the software platform when connected to the internet and results can be easily presented in reports.

Example provided Appendix 7.

3C(vi)

Retention of messages and teacher feedback via email:

Attending teachers contact emails obtained during event so they can receive further resources.

Post – Event email sent contains:

- Electronic teachers pack or downloadable link.

- Teacher's survey – 6 questions evaluating teacher's opinion of workshop.
- Pupil's survey – 6 questions recording key message retention from workshop.
- Signposting to further learning opportunities

Utilising a 'Survey Monkey' style platform for surveys enables teachers to operate them through laptops, tablets or smartphones as well as having a recognisable user-interface. Enables instant data recording, (not relying on teachers to return data). Keeping surveys short enhances likelihood of completion.

3c(vii)

On-site teachers feedback survey:

Experience in collecting data from these events has taught us that survey completion rate from teachers can be quite low. To combat this an additional version of the teacher's survey is made available on site utilizing our offline 'Survey Monkey' style software platform. Teachers are given a tablet towards the end of the workshop containing this survey and asked to complete as pupils complete the enjoyment tool survey. This guarantees a high level of response for this survey.

We also ask teachers how they think we could improve the workshop giving us valuable feedback from educators which can be used to constantly evaluate the workshop content, format and delivery style. Data is collated and included in the quarterly report.

3c(viii)

On-site pupil retention survey:

As with above, experience of collecting data via the 'teachers post event email,' for pupil retention can deliver a low completion rate. To combat this, we have introduced an on-site pupil retention survey. Consisting of one question, so as not to impact on workshop time, it is displayed via an onscreen question and pupils are asked to raise their hand for what they think is the correct answer. Data is then recorded and included in the post-event report.

We use the most difficult question from the online pupil retention question, (this was determined by analysing data from the first 3 quarters of the existing contract to see which question was answered incorrectly most frequently), as we feel this gives the best indication as to whether new information is being retained. The question is used 'what is the most common type of food poisoning?'

3c(ix)

Evaluative methods during online delivery of resource due to Coronavirus pandemic:

During our current delivery of the existing Crucial Crew contract, we have diversified delivery of the workshop to enable it to be delivered during online Crucial Crew events which are streamed directly into class-rooms. We have adapted our evaluative tools so that they are still able to be utilized during this temporary format change. We will retain these options of being able to still evaluate the online workshops if delivery is needed in the Online Crucial Crew format again.

#### 4: ADDED VALUE / INNOVATION (10%)

Please answer the questions below:-

4a) Please detail how you will ensure value for money during the operation of the contract.

4a(i)

Same costs held since 2011:

Since 2011 when Bollo began delivering at CC for the FSA we have not increased any of our costs and will not be increasing costs during the operation of the contract to ensure value for money.

4a(ii)

Offering additional services:

Along with the proposed delivery content we are proposing multiple versions of the current evaluations, monitoring and reporting systems that we provide if online delivery of the events is needed. If the format of the events change in any way we are able to adapt these systems instantly and all additional costs will be absorbed by Bollo to ensure value for money. Any additional evaluative data required can be easily obtained through new evaluative tools. Due to the software platform we use which Bollo has an existing account with no additional costs will be presented to the agency. Additionally, we can change our evaluative tools at any time during the contract without any cost implication to the Agency because of this reason.

We will also promote the agency's social media presence at CC for no additional cost. We are happy to liaise with the Communications team to enquire at what level they would like us to perform this

Many additional services propose taking advantage of software platforms Bollo hold accounts with so implementation will not incur any cost to the agency.

We are proposing additional modular activities to be produced focusing on 4C's and food storage which will be produced at no cost or cost price to FSA in Wales, (depending what options of activities Agency staff decide upon).

We are also proposing to evaluate, renew and update support material with no cost to the agency. Or provided at cost-price if significant IT changes are needed to the support material.

Our evaluative proposal negates the current need for physical distribution of the e-teachers pack, saving the agency money on distributing post visit resources or further learning opportunity resources.

4a(iii)

Increasing annual objectives:

If annual objectives or KPI's are met, we are happy for a following years objectives or KPI's to be raised so as to ensure continual increasing of a value for money service.

4a(iv)

Annual and periodic reviews:

Annually, (and at FSA meetings), we will review the value for money aspects of our service and agree to implement any systems/practices put forward by the FSA to ensure value for money for the duration of the contract.

4a(v)

External evaluation

We are happy to participate in any external evaluation by the agency and modify the annual objectives or the services we provide accordingly without any increase in costs.

4a(vi)

Delivery format change

As Bollo has already invested in equipment for the online delivery of workshops, (ourselves), following the Coronavirus pandemic we are able to instantly swap between face-to-face and on-line delivery without the need to purchase any additional equipment or IT equipment by FSA in Wales.

All our staff are already trained in the delivery of both formats meaning that any change in format delivery will not affect our attendance at CC dates or incur any additional cost to the agency.

4a(vii)

Evidence of continued value for money provision for FSA Wales:

We have a history of delivering value for money projects for the FSA. Many resources we have produced in the past have been at cost price with no operating profit made by Bollo. For example:

- Re-working the current CC workshop into a format capable of being delivered at an online event was provided at no cost to the agency.
- Re-working the current CC evaluative and reporting tools so they are capable of being delivered at an online event was provided at no cost to the agency.
- Production of a CC workshop video for the pre-recorded Neath Port Talbot and Pembrokeshire Crucial Crew events was produced in-house and provided at cost price to the agency.



- All tablets used in collecting teacher and pupil data at events are provided at no cost to the agency
- Usage of our subscription for the offline 'survey monkey' style evaluative tool at Crucial Crew provided at no cost to the agency.
- Rehearsing staff and crew for the diversified delivery format for online Crucial Crews provided at no cost to the agency.
- Production of electronic teachers pack for Crucial Crew provided at cost price.
- Rehearsing actors and crew for the diversified on-line format of the schools workshops resource, (Pirates of the Chillibean), provided at cost price to the agency
- A Welsh language website address acquired for further learning opportunities for the schools workshop resource provided at no cost to the agency. Annual hosting costs for this site is also provided at no cost to the agency.
- Production of electronic teachers pack for the schools based workshops provided at cost price.
- Re-working of Aliddon pantomime for use at community engagement events was provided at no cost to the agency.
- Myrddin Character costume production provided at cost price.
- Full production of new resource 'The Race' provided at cost price
- Refurbishment of Ken The Leek character costume provided at cost price
- Production and recording of Welsh Language Aliddon song provided at no cost to the agency.

b) Please include any innovative solutions that you could apply to the project.

4b(i)

Bollo's intrinsic innovation:

Bollo main innovation applied to the project is the constant application of our experience, the delivery team, the flexibility of our workshops and the agility of the project team, resources provided and overall company to adapt to any environmental change and still allow the project to continue seamlessly.

Our CC project and delivery team can respond and adapt to any situation. In 19 years of delivering FSA workshops at CC we've dealt with many different challenging situations without any resulting in issues for the agency. We pride ourselves on our ability to respond to issues instantly in a manner that reflects positively upon FSA in Wales.

Advantages of our proposed workshop due to its flexibility/adaptability detailed in section 1a(iii).

4b(ii)

Social Media Management:

To make FSA in Wales educational output more visible we will manage social media output of FSA's attendance at CC at no cost to the agency. We will tie into FSA social media, as agreed, providing regular updates/links/pics for events and attending schools.

We will ensure promotion of FSA in Wales CC presence regularly through the official CC twitter account.

4b(iii)

Working smarter:

Taking advantage of existing corporate accounts with online based platforms for promotional/email campaigns, (Mailchimp and Piktochart), we'll produce event specific promotional material. This can then be utilised on the FSA's website/social media as required. There will be no costs incurred to FSA in Wales for this service.

4b (iv)

#### Off-line and online Survey Monkey style evaluative tool

Our proposed evaluative tool software platform utilises the platforms expertise when producing evaluative data for the project. This allows us to provide in-depth evaluative data that is produced 'paperless' and where results can be delivered easily in the proposed reports in easy-to-understand formats.

The major advantage of this software is that it is able to collect and collate data whether online or off-line.

It is also extremely easy to edit and adapt if different evaluative data is required by the agency and this will be provided at no cost to the agency.

#### 4b(v)

##### Online delivery

Our extensive experience of diversifying existing resources we deliver for our clients as well as additionally producing new resources for clients during the Coronavirus pandemic means we are capable of delivering the CC workshop at a face-to-face event, an online event or even a hybrid of the two. Coupled with the experience and training given to our delivery team we can switch seamlessly between any of these formats on a day-to-day basis.

#### 4b(vi)

##### Electronic Teachers pack:

Teachers are sent a link to download the electronic teachers pack when they have viewed the workshop. Manipulating the process for which teachers receive the additional resources encourages them to participate in the evaluative material ensuring a coherent response sample.

The proposed method of distributing the additional resources also means we are able to provide further learning opportunities and collect evaluative data in a 'paperless' manner in line with Bollo's Eco policy.

#### 4b(vii)

##### Pupil enjoyment evaluation

This tool, see section 3c(vi), is an example of a low-cost, innovative solution providing quantifiable data that fits in perfectly with the format of CC and its constraints.

Example of tool Appendix 7

#### 4c) Please detail what you consider to be your organisations unique selling point compared to other potential suppliers?

##### 4c(i)

Extensive experience of Crucial Crew and delivering educational and engagement projects for FSA in Wales:

Our experience of delivering at CC in Wales is unparalleled, this allied with our existing delivery team gives us a resource no other supplier can match; Bollo have:

- 19 years' experience of delivering at and representing FSA in Wales at CC.
- Provided full end-to-end service for the agency's attendance at CC since 2011.
- An existing team of 18+ established, food safety trained, experienced CC deliverers capable of covering all eventualities. All contractors committed for duration of contract.
- A delivery team which accumulatively has 70+ years' experience of delivering for FSA at CC.
- Offered a consistency of deliver with up to 70% of dates fulfilled by the two most experienced deliverers who are also the Project Management team.
- Increased reach for the agency from 11 authorities in 2011 to all 22 Welsh authorities.
- Proven results over 19 years of being positively evaluated both internally and externally.
- An experience of CC which extends to CC delivery throughout both Wales and England for other clients including Network Rail, Western Power Distribution, Pembrokeshire Road Safety Team, Pembrokeshire CBC,

Neath Port Talbot CBC, Resolve It CIC, Fly-tipping Action for Wales, Forestry Commission, Caerphilly County Council and NSPCC.

- A specialised ability to create high impact engaging workshops that 'fit' the CC format. Evidenced Appendix 1f.
- Developed excellent relationships with event organisers and partner agencies. Evidenced Appendix 1b.
- An intrinsic understanding of the CC format and how events differ in length, set-up logistics, format, transport and logistical needs, start/finish times, numbers of pupils, age range of pupils, pupil ability, educational needs of pupils and location of venues.
- The ability to be adaptable, flexible, agile and reactionary in our delivery approach. With changes in the delivery format and content over the last few years we have shown our ability to instantly adapt the CC workshop to continue its success regardless of the issues presented to us. This is incredibly important within the current educational climate which will see changes over the duration of the next contract due to Covid and the upcoming Welsh curriculum update.
- A fully bi-lingual delivery team and a track record of only employing Welsh Language speakers for FSA in Wales projects.
- The ability to seamlessly transition from the existing contract to the new one.
- The existing ability to deliver CC workshops in either face-to-face or online formats or seamlessly switch between either format on a day-to-day basis.
- The ability and proven track record to produce for FSA in Wales many other educational and community engagement event resources.
- Existing excellent working relationships with FSA in Wales staff.

#### 5: RISK (5%)

Please answer the questions below:-

5a) How would you manage the risk of unexpected setbacks during the project?

5a(i)

Recent Online Diversification:

During the current Coronavirus pandemic, we put forward to the agency a diversification proposal with plans for an online delivery of the CC workshops. This has displayed our existing ability to react to unexpected setbacks for the project and ensuring that the workshops were able to be delivered regardless of the educational climate.

Having an existing online workshop in which staff are already trained to deliver gives us an alternative mode of delivery if there are any unexpected setbacks that require this solution.

5a(ii)

More involved with the organization and delivery of CC events:

During the current Coronavirus pandemic, we became more actively involved with the organization of events to ensure that CC was still able to operate in the different educational climate. We worked alongside WPD, SWFRS, Network Rail, local authority teams and local road safety teams to devise a format of delivery that would see the events still being delivered to the relevant pupils during the last academic year, (2020/2021).

From March to July we helped organized and run events ensuring all Welsh local authorities areas except 1 still had access to some form of Crucial Crew event with over 17,000 pupils receiving FSA in Wales CC workshops.

We were also tasked with ensuring pupils were kept engaged during the online events and delivered a short exercise at the half-way point to keep pupils engaged. This helped the online events to be as engaging as possible in this format.

This increased involvement within the network allows us to be more instantly aware of any potential setbacks and allows us to be able to react and deal with them quicker.

#### 5a(iii)

Hybrid delivery:

We now have experience of delivering the CC workshop as an online of face to face event meaning that we can react to any changes in the educational climate and ensure that the project can still be delivered. We are able to deliver the workshops at face to face events, online events or even a hybrid of the two which has recently been suggested by one event organizer.

#### 5a(iv)

Regular monitoring of situations and the educational climate:

Because the majority of the company's work is in the education sector we are always up to date with any changes or possible changes in the educational sector or educational climate which might affect the delivery of this project.

#### 5a(v)

Experience:

Having been a part of Crucial Crew in Wales for 19 years we have faced many unexpected setbacks produced by the events and all have been overcome without any issue being presented to FSA in Wales. Having a Project Team who has direct experience of these many years' worth of unexpected setbacks means we can foresee many potential setbacks and deal with them accordingly.

The experience of the Project Team in being agile when dealing with projects like Crucial Crew, other educational projects and community engagement projects is a strength evident in much of our work and is evidenced in Appendix 1g.

#### 5b (i) What systems does your organisation have with regards to contingency planning?

##### 5b(i)

Project plans:

For every contract Bollo has an Overall Project Plan which is designed to highlight issues at the earliest possibility. Additionally, for every event we create an event plan, sent to the delivery team, to highlight further any potential issues at the earliest possibility. Detailed 3b(iii)

##### 5b(ii)

Vehicle hire account:

We have a corporate account with a multi-hire agency ensuring transportation needs are met.

##### 5b(iii)

Back up equipment:

We ensure duplicate back up technical equipment at every event. Additionally, we've corporate accounts with several technical equipment suppliers to deliver necessary equipment within 24 hours.

5b(iv)

Dedicated delivery team:

Our dedicated and experienced team understand the importance of teamwork and committing to the dates they're assigned to.

5b(v)

Multiple contractors:

Our extensive pool of experienced and trained deliverers ensures that we're able to cover staff absences at very short notice. We have experience of being able to cover staff absences on the same day as the absence to ensure we are yet to miss an FSA in Wales CC date.

5b(vi)

Experience of CC:

The team's experience and subsequent investment within the CC events along with our 'code of conduct plan' also ensures that the delivery team inform us of any possible issues at the earliest opportunity.

5b(vii)

Multiple facilitators throughout Wales:

Our extensive delivery team are spread geographically throughout the whole of Wales. Ensuring that for all areas we have at least two presenters within a realistic driveable distance to a CC event.

5b(viii)

Trained Project Leader/Manager:

The Project Leader and Project Manager are fully trained in CC delivery and should be able to respond instantly to fill any potential absences and deal with any potential issues.

Likewise, both of the Project Management team are aware of the other's duties, (which are documented), so are able to fulfil the other's duties if the circumstance dictates/arises.

5c(ix)

Online delivery:

Due to our recent online delivery of CC workshops for FSA in Wales and other clients we are able to instantly implement the delivery of workshops in this format if this outcome is needed.

## Annex 3 - Charges

Please detail what your charges will be for delivering the requirements as described at Section 5 of the ITT Schedule 1 - Specification			
Your charges must include all expenses connected to each event			
<b>Face to face</b>		<b>Live (streamed) online</b>	
<b>Delivery Costs</b>		<b>Delivery Costs -</b>	
All administration, salary, set-up, travel & subsistence, fuel and other vehicle costs	included in daily rate	All administration, salary, set-up, travel & subsistence, accomodation and other costs	included in daily rate
Inclusive one day set-up rate (for setting up the workshops prior to the event)		Inclusive one day set-up rate (for setting up the workshops prior to the event)	
Inclusive one day working rate (for delivery of workshops to schools)		Inclusive one day working rate (for delivery of workshops to schools)	
<b>Retention Costs</b>		<b>Retention Costs</b>	
Storage		Storage	
Insurance		Insurance	
Other (please specify)		Other (please specify)	

# Short form Terms

## 1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Central Government Body"</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
<b>"Charges"</b>	means the charges for the Deliverables as specified in the Order Form;
<b>"Confidential Information"</b>	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>"Contract"</b>	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Buyer"</b>	means the person identified in the letterhead of the Order Form;
<b>"Date of Delivery"</b>	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
<b>"Buyer Cause"</b>	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing

<b>"Data Protection Impact Assessment"</b>	of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Subject Access Request"</b>	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;
<b>"Deliver"</b>	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause [ ]. Delivered and Delivery shall be construed accordingly;
<b>"Existing IPR"</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>"Expiry Date"</b>	means the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;



<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Contract;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government Data"</b>	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
<b>"Key Personnel"</b>	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"New IPR"</b>	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
<b>"Order Form"</b>	means the letter from the Buyer to the Supplier printed above these terms and conditions;
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;

<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Purchase Order Number"</b>	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
<b>"Services"</b>	means the services to be supplied by the Supplier to the Buyer under the Contract;
<b>"Specification"</b>	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>"Staff"</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
<b>"Staff Vetting Procedures"</b>	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supplier"</b>	means the person named as Supplier in the Order Form;
<b>"Term"</b>	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [ ] or terminated in accordance with the terms and conditions of the Contract;
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;

<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Workers"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

## 3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

## **4. What needs to be delivered**

### **4.1 All Deliverables**

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

### **4.2 Goods clauses**

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or

installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

#### **4.3 Services clauses**

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

### **5. Pricing and payments**

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
  - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

## **6. The Buyer's obligations to the Supplier**

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
  - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
  - (b) demonstrates that the failure only happened because of the Buyer Cause;
  - (c) mitigated the impact of the Buyer Cause.

## **7. Record keeping and reporting**

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
  - (b) propose corrective action;
  - (c) provide a deadline for completing the corrective action.

- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
  - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

## **8. Supplier staff**

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and in accordance with the Staff Vetting Procedures;
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
  - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## **9. Rights and protection**

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
  - (b) the Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
  - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
  - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
  - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **10. Intellectual Property Rights (IPRs)**

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
- (a) receive and use the Deliverables;
  - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.



- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
  - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## **11. Ending the contract**

- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **11.3 Ending the Contract without a reason**

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

### **11.4 When the Buyer can end the Contract**

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
  - (i) there's a Supplier Insolvency Event;
  - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
  - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
  - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
  - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
  - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

**11.5 What happens if the Contract ends**

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

**11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
  - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
  - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
  - (iii) clauses 11.5(d) to 11.5(g) apply.

**11.7 Partially ending and suspending the Contract**

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
  - (i) reject the variation;
  - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## 12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect losses;
  - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
  - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
  - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
  - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

- 13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

## **14. Data protection**

- 14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
  - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
  - (b) the necessity and proportionality of the processing operations;
  - (c) the risks to the rights and freedoms of Data Subjects;
  - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause 11;
  - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
  - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
  - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Buyer;
  - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
  - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
  - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
  - (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer 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 the request is required or claims to be required by Law;
  - (f) becomes aware of a Data Loss Event.

- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
- 14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;
  - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
  - (c) any Personal Data it holds in relation to a Data Subject on request;
  - (d) assistance that it requests following any Data Loss Event;
  - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
  - (b) 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;
  - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
  - (b) obtain the written consent of the Buyer;
  - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
  - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
  - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

## **15. What you must keep confidential**

### **15.1 Each Party must:**

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

### **15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:**

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

### **15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.**

### **15.4 The Buyer may disclose Confidential Information in any of the following cases:**

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

- (d) where requested by Parliament;
- (e) under clauses 5.7 and 16.

- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
  - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

## **17. Invalid parts of the contract**

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

## **18. No other terms apply**

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## **19. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **20. Circumstances beyond your control**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:



- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

## **21. Relationships created by the contract**

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22. Giving up contract rights**

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **23. Transferring responsibilities**

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

## **24. Changing the contract**

24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

**25. How to communicate about the contract**

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

**26. Preventing fraud, bribery and corruption**

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
  - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
  - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

**27. Equality, diversity and human rights**

- 27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
  - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

- 27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## **28. Health and safety**

- 28.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;
  - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 28.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

## **29. Environment**

- 29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **30. Tax**

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
  - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

### **31. Conflict of interest**

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

### **32. Reporting a breach of the contract**

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

### **33. Resolving disputes**

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
  - (a) determine the dispute;
  - (b) grant interim remedies;
  - (c) grant any other provisional or protective relief.

- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

#### **34. Which law applies**

This Contract and any issues arising out of, or connected to it, are governed by English law.

## APPENDIX A - VARIATION REQUEST FORM

Contract / Project Title:					
Contract / Project Ref No (FS /FSA No):					
Full Description of Variation Request: A full justification and impact assessment including any supplementary evidence must be provided. Any supporting information should be appended to this form.					
Area (s) Impacted: -					
Price <input type="checkbox"/>	Duration <input type="checkbox"/>	Price & Duration <input type="checkbox"/>	Scope of work <input type="checkbox"/>	Key Personnel <input type="checkbox"/>	Other <input type="checkbox"/>
Requester:  Signature:  Team / Organisation  Date:					
Supplier Contact Details  Supplier Name : Contact Name : Contact Address : Telephone No : Email Address :					
<b>FSA Use Only (Business Area)</b> Amount Approved:  Authorised By:- <input type="checkbox"/> Cost Centre Manager <input type="checkbox"/> Investment Board  Signed :  Date of Approval:					
Please submit this form to <a href="mailto:fsa.procurement@food.gov.uk">fsa.procurement@food.gov.uk</a>					

**Procurement Use Only (confirm contract allows for requested variation)**

Variation Request No:

Variation Request Approved by:

Date of Approval:

On full approval of this Request for Variation, Procurement will produce a Variation Form for agreement and approval by both parties to append to the Agreement / Contract.

## APPENDIX B VARIATION FORM

**PROJECT TITLE:**

**DATE:**

**VARIATION No:**

**BETWEEN:**

**The Food Standards Agency (hereinafter called “the Client”) & SUPPLIER (hereinafter called “the Supplier”)**

1. The Contract is varied as follows:

**Contract**

x

2. Words and expressions in this Variation shall have the meanings given to them in the Framework.

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

**SIGNED:**

For: The Client

For: The Supplier

By: .....

By: .....

Full Name: .....

Full Name: .....

Position: .....

Title: .....

Date: .....

Date: .....