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| **LANCASHIRE POLICE AND CRIME COMMISSIONER**  **INVITATION TO QUOTE FOR**  **VIDEO CONTENT PRODUCTION** |

**SUMMARY INFORMATION AND KEY DATES**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| **Contract Description:** | **Video Content Production** |
| **Period of Contract:** | **08/2022 to 08/2025** |
| **Extension option:** |  |
| **Closing Date/Time for Questions/Clarifications:** | **12/08/2022** |
| **Closing Date/Time for Quotation return:** | **19/08/2022** |
| **Questions/Clarifications & Quotation to be sent to:** | **All Questions/Clarifications & Quotation responses to the ITQ are to be submitted via email to rachel.whittle@lancashire-pcc.gov.uk** |

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**Overview**

* 1. The Police and Crime Commissioner for Lancashire (the Authority) is inviting quotations on the terms set out in the Invitation to Quote (ITQ) as per the summary information page, in accordance with the requirements at **Schedule 1.**
  2. It is essential to comply with the following instructions in the preparation and submission of your quotation and to fully complete and submit all required parts of this quotation documentation. In addition, the format should not be altered or amended in anyway including font, font size , margins etc. The Authority reserves the right to reject a quotation that does not fully comply with these instructions.

1. **Submission Requirements**
   1. Quotations must be completed and submitted in the English language using Microsoft Office Word Arial font size 11. Please ensure your submission is sent in Word format – any other formats will not be accepted and will constitute a non compliant bid. You must not alter the format of the document in terms of text boxes or margin widths as this will also constitute a non compliant bid.
   2. Your quotation must be completed and must be submitted electronically on the date and time stated on the summary information page. Quotations received after this date and time will not be considered.
   3. Any quotation submitted will be deemed to remain open for acceptance or non-acceptance for not less than 90 days from the closing date stipulated on the summary information page. The Authority may accept the quotation at any time within this prescribed period. The Authority shall however not be bound to accept the lowest or any quotation and may accept any offer in whole or in part.
   4. You must not make any changes to the text of the document as supplied to you – we shall evaluate your Quotation (and may award a contract) on the basis that no such changes have been made.
   5. The Authority reserves the right to cancel the quotation process at any point. The authority is not liable for any costs resulting from any cancellation of this quotation process nor for any others costs incurred by those quoting for this Contract.
   6. Bidders shall be deemed to have satisfied themselves before submitting a bid as to the accuracy and sufficiency of the rates and prices stated by them in their bid, which shall (except in so far as it is otherwise provided for in the Contract), cover all their obligations under the Contract, and they shall be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect their Bid. No claim for payment will be considered on the grounds of misunderstanding or lack of knowledge or information.
   7. Where errors or discrepancies are found that may affect the quotation sum, the Supplier will be notified and given the opportunity to confirm the submitted sum without amendment, or withdraw their bid.
   8. Where insufficient information is provided in relation to any specific criteria, no credit will be given for that aspect of quality.
   9. Bidders will not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids will not be canvassed for acceptance or discussed with the media or any other tenderer or member or officer of the Authority.
   10. If a bidder does not observe paragraph 2.9, the Authority will reject the ITQ and may decide not to invite the applicant to quote for future work.
   11. Please note you must sign and return the confidentially and Non-Disclosure agreement at **SCHEDULE 5** andreturn with this document.
   12. Where signatures are requested, typed entries are acceptable. Electronic Signatures are not required.
2. **Evaluation Criteria**
   1. The contract will be awarded on a quality price model, with a weighting:

Quality = 60%

Price = 40%

* 1. Bidders must complete the pricing at Schedule 2 of the quotation to provide all of the obligations under the Contract.
  2. Price evaluation will be based on the following procedure:

In order to calculate a percentage score for each bidder, the maximum price weighting of 60% will be awarded to the Quote offering the lowest tender price for the Services/Goods or Works (to 2 decimal places). The score for each of the other Quotes will then be reduced by the ratio of their price to the lowest price, as shown in the following example:-

Price Score = Price Ratio x Weighting

e.g. for quotation lowest price of £100,000 (Bidder A), £130,000 (Bidder B), £160,000 (Bidder C):-

Bidder B Score = £100,000 x 40% = 31%

£130,000

Bidder C Score = £100,000 x 40% = 25%

£160,000

Three prices are received and scored as follows (to 2 decimal places):-

|  |  |  |  |
| --- | --- | --- | --- |
| **Company** | **Price** | **Score** | **Ranking** |
| Supplier A | £100,000 | 60% | 1 |
| Supplier B | £130,000 | 31% | 2 |
| Supplier C | £160,000 | 25% | 3 |

* 1. All unit rates and prices must be quoted in £ Sterling, exclusive of VAT and inclusive of carriage and **all** other costs associates with the supply and delivery of the Goods, Works or Services which are the subject of this quote.
  2. Suppliers are expected to be aware of the likely price increases and therefore, all prices quoted are to be and guaranteed for the contracted delivery period and should be fixed from the date of submission of the quote to completion of the contract. Increases in prices, which occur after the agreed delivery period, will be borne by the successful Supplier.
  3. Suppliers will be evaluated to determine the most economically advantageous Quotation taking into consideration the following award criteria (to 2 decimal places):

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| ***Delivery***  ***Resources***  ***Previous Experience***  ***Innovation***  ***References*** | 15%  15% 10%  10%  10% |

* 1. The information required from the Suppliers will be scored on the following basis:

|  |  |
| --- | --- |
| **Score** | **Scoring Principles** |
| **0** | No response has been submitted by the Bidder and will be withdrawn from the process as a non-compliant bid |
| **1** | There has been only a partial response to the question submitted by the Bidders and lacks any evidence/information in relation to the question asked. |
| **2** | Although the response to the question submitted by the Bidder has been answered in full it lacks detailed evidence/information and requires the reviewer to make assumptions. |
| **3** | The response to the question submitted by the Bidder meets most of the criteria but lacks detailed evidence/information. |
| **4** | The response to the question submitted by the Bidder is acceptable, with some minor reservation to the evidence/information provided. |
| **5** | The response submitted by the Bidder fully meets the requirements as specified with a good level of detail with some evidence provided. |
| **6** | Comprehensive response which meets requirements with high quality amounts of evidence and information provided. |
| **7** | The response exceeds expectations which is innovative and substantial amount of evidence/information has been provided. |

The evaluation panel will agree one consensus score for each quality criteria based on the definitions in the table above.

* 1. You should ensure that you adequately cover the specific points included in the evaluation criteria listed above in your quotation response.
  2. If a quotation scores ‘2’ against any one or more method statements as part of the qualitative criteria, this may give grounds for excluding that quotation from any further consideration. For any quotations so excluded, the relevant price will also be excluded from the evaluation.
  3. During the evaluation period, the Authority reserves the right to request samples or to seek clarification regarding any commercial or quality criteria in writing or by means of a clarification meeting, with any or all of the bidders. It should be noted that written submissions and clarifications will be used for scoring purposes.

1. **Terms and Conditions**
   1. Successful suppliers will be required to adhere to the Authority’s standard terms and Conditions together with Special Conditions (if any) will apply to all ordered placed as a consequence of this process.
   2. Prices should be fixed for the contract period. Any changes in prices during the contract period must be notified in writing.
   3. The Authority may require the successful supplier to provide a valid copy of the original certificate for both of their Public liability insurance and Employers liability insurance prior to commencing work.
   4. The successful Supplier must not undertake work without written notification that they have been awarded the contract and are required to start work. This is usually after contract documents have been executed.
2. **Questions/Clarifications**
   1. Should you require clarification in respect of anything contained within this ITQ documentation, you must submit your question via the Electronic Tendering System (bluelight) by the date and time stated on the summary information page.
   2. The Authority’s responses to any queries or clarification requests may, at the Authority’s discretion, be published to all bidders via the bluelight e-tendering system. It is the Suppliers responsibility to check bluelight for any additional updates, including Question and Answer summaries, prior to quotation submission.
   3. The Authority will endeavour to respond to any clarification questions as quickly as possible, and in any event, will seek to respond in 3 working days from receipt of the clarification on bluelight.
   4. Bidders must take these clarification responses into account when preparing their quotation and are advised therefore not to submit their bid prior to the deadline for clarification responses.
3. **Amendments**
   1. The Authority may amend the quotation documents at any time prior to the deadline for receipt of quotations. Any such amendments will be published on the bluelight e-tendering system.
4. **Quotation Procedures**
   1. This document must be fully completed and returned via the bluelight e-tendering system.
   2. Quotations must be received by the date and time stated on the summary information page. Quotations received after this date and time will be disregarded.
   3. The Authority may reject the quotation if all parts of the document have not been properly completed and the evidence requested supplied.
   4. Quotations need to be delivered in the manner prescribed above and no quotation can be considered if sent in hard copy format by mail.
5. **Equality, Sustainability & Social value**
   1. The Successful Supplier will be expected to comply with The Equality Act 2010. Lancashire Constabulary is fully committed to supporting and enhancing all aspects of diversity including but not limited to the characteristics of age, disability, gender, gender identity, gender expression, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity. In this respect, we welcome and encourage expressions of interest from all sectors of the diverse business community, in addition to the voluntary sector.
   2. We expect all prospective and existing suppliers to adhere to our values and commitment to equality and diversity, and will take a zero tolerance approach to discrimination on the grounds of protected characteristics as outlined above.
   3. The PCC supports the principles of sustainable procurement and are keen to encourage local employment opportunities and local industry. All contractors will be recommended to implement and support the living wage and ensure that employees work in a safe environment.
   4. Under the Public Services (Social Value) Act 2012, the Police and Crime Commissioner for Lancashire has a duty to seek social value in contracts.

This is done by considering:

How the goods, services or works being procured might improve the economic, social and environment well-being of the Lancashire area, and how added social value can be secured through the procurement process and in fulfilment of the resulting contract.

Examples of added social value may include:

* Championing fair employment practices, such as paying the Living Wage,
* Improve labour conditions in the supply chain through the following principles
  + Freedom of association and the right to collective bargaining are respected
  + Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively
  + The employer adopts an open attitude towards the activities of independent trades unions or other workers’ associations and their organisational activities
  + Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace
* Supporting employment opportunities and training provisions such as apprenticeships,
* Sourcing items such as food stuffs, ICT and uniforms from ethical sources,
* Helping businesses particularly small ones, get fit to compete and win contracts,
* Encourage improved practices with our suppliers to promote equal life chances for all,
* Initiatives to reduce the significant negative environmental impact of goods and services, and
* Pioneering responsible procurement to deliver improved quality of life and better value for money for our people, our businesses and our County.
  1. Parallel to this, the Crime Plan for Lancashire reflects the views of local communities, and other agencies across the region and outlines 5 priorities for policing:

1. Getting tough on anti-social behaviour
2. Disrupting and dismantle organised crime
3. Tackling domestic abuse and sexual violence
4. Cracking down on burglary and robbery
5. Targeting dangerous drivers
   1. A copy of Lancashire Constabulary’s Social Value policy can be found on the authorities website clicking on this [link](https://www.lancashire.police.uk/about-us/our-organisation/how-to-do-business-with-us/).
   2. *The successful Supplier(s) may be required to develop a social value action plan using our NET positive Supplier Action Planning Tool.  This is a free tool for suppliers and we will use the action plans developed to inform our contract management discussions.  We would welcome and encourage any potential supplier to utilise the tool to develop a sustainability action plan for their business whether successful or not.  To access the tool simply go to:* [*http://police.net-positive.org/*](https://gbr01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fpolice.net-positive.org%2F&data=05%7C01%7CAllan.Williams%40lancashire.police.uk%7Ca659fc68a47e4d0a09f508da4e056541%7C5c524f103c77423d8c82842fc2a22afb%7C0%7C0%7C637908082315726088%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=xEu5hsuLgDoWVk7mvC%2BnbLmEvu4YfUX3gmWaF6sUOnw%3D&reserved=0)
   3. The social value question in the quality section will be monitored over the contract period that will give your organisation the opportunity to show how you would actively support the Commissioner to achieve the above aims, including any specific outcomes your company will deliver.

**These outcomes must be at no additional cost to the contract.**

1. **Modern Slavery**
   1. The Modern Slavery Act 2015 (the Act) came into force in July 2015 and it consolidates previous offences relating to slavery and human trafficking. It includes a provision for transparency in supply chains that requires all businesses with an annual turnover of £36 million or more to disclose, in an annual slavery and human trafficking statement on their website, what steps they have taken during the financial year to ensure their business and supply chains are slavery free. Companies and partnerships include trades or professions that supply goods or services.
   2. Human trafficking involves children, women and men being recruited, harboured or brought into a situation of exploitation through the use of violence, deception or coercion and forced to work against their will.
   3. As a public body, the Authority will work in partnership with its suppliers to ensure that there is no modern slavery or human trafficking in the supply chain and encourage our suppliers to achieve high ethical standards and practices including fair and right working conditions across the supply chain.

* Suppliers will be expected to demonstrate the highest of standards in relation to modern slavery, fair employment practices and ethical employment throughout their supply chains
* Encourage suppliers to use ethical supplier databases such as SEDEX (Supplier Ethical Data Exchange) or Ethical Labour Sourcing Framework (ELS) to document their practices and share that information with us
* All new and existing contracts will ensure that all our suppliers adhere to the requirements of the Modern Slavery Act 2015
* The Authority will communicate a strict code of compliance and will not tolerate slavery and human trafficking within the supply chains
* The personnel within the Authority who undertake procurement and contract management duties will be supported in reporting any breaches and implement appropriate measures
* Modern Slavery will form part of the contract management process for any high risk contracts with the Authority’s key suppliers

1. **Transparency** 
   1. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA (“the Act”) the text of this Agreement, and any Schedules to this Agreement, is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the Act.
   2. Notwithstanding any other term of this Agreement, the Contractor hereby gives its consent for the Authority to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to this Agreement, to the general public in whatever form the Authority decides.
2. **Financial Information/Insurance Cover**

**11.1**The Authority may require the successful contractor to submit one of the following requirements to confirm their financial standing and insurance cover limit. Please indicate in the boxes below which one you would be willing to provide, if later required and your insurance cover limits

|  |  |
| --- | --- |
| **Requirement – Financial Information** | **YES/NO** |
| A statement of your turnover, profit & loss account and cash flow for the most recent year of trading |  |
| A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position |  |
| Alternative means of demonstrating financial status if trading for less than a year |  |

|  |  |  |
| --- | --- | --- |
| What was your turnover in the last two years (if this applies) | £  for year ended  …../…../….. | £  For year ended  .…./.…./….. |

**11.2**

|  |  |
| --- | --- |
| **Requirement – Insurance Cover** | |
| Please self – certify whether you already have, or can commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated below: | |
| \*Employer’s (Compulsory) Liability Insurance = £5M  Public Liability Insurance = £10M | YES/NO  YES/NO |
| \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5M as a minimum. Please note this requirement is not applicable to Sole Traders | |

**SCHEDULE 1**

**SCHEDULE OF REQUIREMENTS**

**A1.0 Introduction**

The Police and Crime Commissioner is seeking quotes for the provision of video content production and editing.

**A2.0 Specification**

## Deliverables required

* New video content to use across our digital channels (Website, Facebook, Twitter, Instagram, Nextdoor)
* Refresh and edit of existing video content relating to the Police and Crime Plan for Lancashire
* Production of up to 6 videos per year as and when required

## Specific requirements for 2022

* Forensic Science – 3 min video
* Rural crime – bring to life the £700K investment made by the Commissioner: visit to rural crime teams, featuring key stats and successes - 3 min video
* Drugs raid – behind the scenes – training, briefing and intel - 3 min video
* One year of police and crime plan – highlighting what has been delivered against each priority - 3 min video

Ongoing requirements

* Footage of the Commissioner in line with his priority areas and key messages, including, but not limited to engagement events and operational visits on the front line with police officers:
* Drugs warrants
* Training exercises
* Out with neighbourhood officers talking to residents about the issues they face
* Rural crime teams, meeting farmers, rural business owner and rural victim of crime
* School visits with children talking about dangerous driving
* Hotspot antisocial behaviour areas
* Mounted Branch
* Night-time economy
* Rural shows
* Community events
* Footage is also required of the Chief Constable, alongside the Commissioner to explain how they will work together to deliver the Police and Crime Plan priorities
* Footage needs to be representative of the entire county with various filming locations. Potentially include timelapses or footage of key landmarks and ensure its representative of Lancashire's population

## Objectives

* To showcase the work of the Police and Crime Commissioner and his office
* To highlight successes against the priorities in the Commissioner's Police and Crime Plan for Lancashire
* To demonstrate engagement and consultation with the public and partners

## Target Audience

* Lancashire residents and council taxpayers
* Key stakeholders including police officers and staff, MPs, councillors, partner agencies.

## Tone and image

* Passionate and unapologetic
* Videos to be filmed in the same style as the Police and Crime Plan video

<https://www.facebook.com/LancsPCC/videos/326916465923578>

## Brand guidelines

## 

## Outcomes

* Awareness and confidence in the Police and Crime Plan
* Raise the profile of new PCC Andrew Snowden
* People better understand the role of the Commissioner and his role as the public's voice in policing

## Submissions

* Please submit both your day rate and half day rate for both filming and post production
* Please submit your hourly rates for filming and post production if applicable
* Please submit links to any similar pieces of work
* Please submit any information relating to your booking process (i.e., how much notice you require, particular limits to your availability, any other relevant information)
* Bids should be submitted to the Lancashire Police and Crime Commissioner's Office no later than **19th August** and should be sent via email to [rachel.whittle@lancashire-pcc.gov.uk](mailto:Rachel.whittle@lancashire-pcc.gov.uk) including financial quotes and links to visuals.
* Shortlisted bidders may be asked to attend a pitch session with representatives from the Police and Crime Commissioner's Office.
* For further information please contact Rachel Whittle, Head of Communication and Engagement on 01772 536786 or by emailing [rachel.whittle@lancashire-pcc.gov.uk](mailto:rachel.whittle@lancashire-pcc.gov.uk).

**SCHEDULE 2**

**QUOTATION FORM**

***(The Supplier completes this form)***

**QUOTATION FOR: *(Title of the quote here)***

**CLOSING DATE: *(Insert the date here)***

I/We confirm that I/we can supply the Contract as specified in the Invitation to Quote for the rates set out below exclusive of value added tax (VAT).

|  |  |  |  |
| --- | --- | --- | --- |
| **DESCRIPTION** |  |  | **TOTAL PRICE** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**SCHEDULE 3**

**QUALITY EVALUATION RESPONSE FORM**

Quality evaluation will be made under the criteria in this Schedule and the information provided by the bidders will be scored against each of the weightings specified using the scoring matrix at section 3.4 in the main body of the document.

|  |
| --- |
| ***Response Guidance for Suppliers***  Answer each question in full and take note of the listed evaluation criteria. Make sure that all parts questions have been answered.   * Make sure your Method Statement responses are SMART (Specific, Measurable, Achievable, Realistic and Time Specific). E.g. state how often something will be carried out i.e. “monthly” or “quarterly” rather than “regularly” or “frequently”. * Avoid using Generic statements and tailor your response to the specific requirements as far as possible. * Demonstrate ‘how’ you will do things not just ‘what you will do’. * If inserting details regarding your organisations past experience or accreditation, be aware that you will not be rewarded for this unless you are relating to this to your response and how this will help you deliver the service. * Do not exceed the word limits. (Responses will be checked for this!) * Quotations must be completed and submitted in the English language using Microsoft Office Word Arial font size 11. Please ensure your submission is sent in Word format – any other formats will not be accepted and will constitute a non-compliant bid. You must not alter the format of the document in terms of text boxes or margin widths as this will also constitute a non-compliant bid. * Your response should be on the blank page after each question |

|  |  |
| --- | --- |
| ***Delivery (15%)***  Tell us how you are going to produce video content for us and what processes you have in  place. | Max 400 words |
| **Resources (15%)**  Tell us about  the resources  you have in place to produce and edit video content. | Max 400 words |
| **Previous Experience (10%)**  Tell us about two previous contracts of a  similar nature. | Max 300 words |
| **Innovation (10%)**  Tell us of innovative ways of working you will employ to  deliver this contract. | Max 300 words |
| **References (10%)**  Provide two references of companies where you have undertaken  similar work in the past. | Max 300 words |

**SCHEDULE 4**

**COMPANY INFORMATION QUESTIONNAIRE**

**Notes for completion**

As part of this invitation to quote the Police and Crime Commissioner is seeking assurance from companies that they are suitable to participate in this procurement process.

Please complete the following Company Information Questionnaire (CIQ).

**1 – Supplier information**

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1 Supplier details** | **Answer** | | |
| Full name of the Supplier completing the CIQ |  | | |
| Name of Person completing this CIQ |  | | |
| Role of Person completing this CIQ |  | | |
| Contact details of person completing the CIQ – Phone number and E-Mail Address |  | |  |
| Date of Completion of CIQ |  | |  |
| Registered company address |  | |  |
| Registered company number |  | |  |
| Registered charity number |  | |  |
| Registered VAT number |  | |  |
| Name of immediate parent company |  | |  |
| Name of ultimate parent company |  | |  |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | |  |
| ii) a limited company | |  |
| iii) a limited liability partnership | |  |
| iv) other partnership | |  |
| v) sole trader | |  |
| vi) other (please specify) | |  |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i) voluntary, Community and Social Enterprise (VCSE) | |  |
| ii) Small or Medium Enterprise (SME) | |  |
| iii) Sheltered workshop | |  |
| iv) Public Service mutual | |  |
| **1.2 Bidding model** | | | |
| **Please mark ‘X’ in the relevant boxes to indicate whether you are:** | | | |
| A ) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverable yourself | |  | |
| B ) Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | |  | |
| c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverable each sub-contractor will be responsible for. | |  | |
| d) Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created  Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract | | **Consortium members**  **Lead member** | |
| e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV)  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix | | **Consortium members**  **Current lead member**  **Name of special Purpose Vehicle** | |

**2 – Declaration**

|  |
| --- |
| I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisations suitability to be invited to participate further in this procurement, and I am signing on behalf of ………………………………………**(Insert name of Supplier)**  I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the authority’s requirement.  Signature **(Typed if Necessary)………………………………………..** |

**SCHEDULE 5**

|  |
| --- |
| **CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT** |

WHEREAS:

1. The Police and Crime Commissioner for Lancashire whose principal offices are situated at Lancashire County Council, County Hall, Preston, Lancashire PR1 0LD (hereinafter designated as “the parties) intend to enter into an Agreement for the provision of services fully described in the invitation to Tender document.
2. During the period of the provision of this Contract it will be necessary for each party to disclose to the other information which may be oral or written and include ideas, discoveries, inventions, drawings, specifications, formulae, programmes, plans, requirements etc. of a confidential nature, relating to certain methods including but not limited to operating, organisation, finance and accounting prepared and used in exercising statutory obligations and daily business of both parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For a period of six years following the date of disclosure both parties will keep confidential and will not disclose to any other person, firm or company any information disclosed by either party and will not itself make any use of such information for any purpose other than internal recording by information technology and the checking and evaluation of documents except to the extent to which the Receiving Party:

1.1 can show that such information is publicly available through no fault of the Receiving Party,

1.2 can show that such information was in its possession prior to the date of disclosure,

1.3 may subsequently receive such information from any third party without restriction as to disclosure,

* 1. is authorised by any subsequent written agreement between the parties hereto.
  2. is constrained by the provision of any statutory enactment, including but not limited to the Freedom of Information Act, 2000.

Nothing in this clause will be deemed to confer, or to imply, agreement to grant rights under copyright, patents or similar rights owned by either party.

1. If either party wishes to transmit confidential information through a third party acting as its agent, the receiving party will be advised in writing prior to such disclosure and the provisions of this Agreement will apply to any such disclosure.
2. Each party:

3.1 agrees to use the same care in protecting the confidential information of the other as is used by it in protecting its own confidential information,

3.2 agrees to disclose the information provided by the other hereunder to its employees and/or third parties acting as its agents only on a need to know basis,

warrants that such employees and/or third parties acting as its agents as receive confidential information of the other are under written obligation to it to hold such information in confidence and to use it only for the purposes agreed herein, will comply with their respective obligations under the Data Protection Act 1984 and the Data Protection Act 1998 (together “the Data Protection Acts”) that arise in connection with this Agreement.

1. The purpose of disclosing the information is to enable both parties to perform their obligations under the Agreement. A written request from either party to return the said information must be complied with within thirty days of the date of the first request.
2. Notwithstanding clauses 1- 4 above the parties here do acknowledge and agree that any information requested under the Freedom of Information Act 2000 may be disclosed provided such disclosure is appropriate and in accordance with the said Act.
3. If and when directed by the Police and Crime Commissioner for Lancashire, The successful Supplier will secure that any person employed or engaged by The successful Supplier or by a Sub‑Contractor, who is specified in the direction or is one of a class of persons who may be so specified, will sign a statement that he understands that the Official Secrets Acts 1911 to 1989 apply to him both during the term of and after the expiry or termination of this Agreement.
4. This Agreement will be considered to be subject to English law.

Agreed by..…………………………......... (Print name)

Signature …………………......................

for and on behalf of the Police and Crime Commissioner for Lancashire

Dated ……………………………

Agreed by..…………………………......... (Print name)

Signature ……………………..................

for and on behalf of [xxxxxxxxxxxxxx]

Dated ……………………………

The successful Supplier will provide all reasonable assistance to enable the PCC to comply with any request received under the Freedom of Information Act.

The successful Supplier will indemnify the PCC and hold it harmless from and against all liability, costs, claims, actions, losses, damages and expenses whatsoever arising directly or indirectly as a result of any decision by the Information Commissioner that information classed by The successful Supplier as confidential should be disclosed under the Freedom of Information Act, 2000.