****

**INVITATION TO TENDER**

RESPONSE DOCUMENT

**The Supply Of Community Confidence Project Impact Survey (Grip)**

**CONTRACT REF: #1097**

Deadline for receipt of completed Invitation to Tender is 10:00 a.m. British time

on 24th February 2023

|  |  |  |
| --- | --- | --- |
|  | **Supplier** | **Buyer** |
| **COMPANY NAME:-** |  | The Mayor’s Office for Policing and Crime |
| **CONTACT NAME:-** |  | Calvin Hardy |
| **TELEPHONE NUMBER:-** |  | 07442 436285 |
| **EMAIL ADDRESS:-** | @ | calvin.hardy@met.police.uk |

Please read this document fully before completing the Invitation to Tender (ITT) Response Document. There are mandatory requirements that Bidders need to adhere to in the completion and submission of their ITT responses. Late Tenders will not be accepted unless a substantial technical issue with the Procurement Portal prevents submission.

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| 1. Bidder Guidance |

# Background

On 16th February 2023, a Contract Notice was despatched by the Metropolitan Police Service (MPS)/Authority to Find a Tender (FAT) with reference *[insert],* inviting expressions of interest from Potential Bidders to provide *[insert requirement]* to the MPS.

In relation to this Contract Notice, the MPS/Authority issued the following via the Procurement Portal:

* A Standard Selection Questionnaire (SSQ) to which Bidders were requested to respond to allow the MPS/Authority to assess their suitability for the contract.
* A Draft Invitation to Tender (ITT) *(this document)*
* A Draft Contract.

Following receipt and evaluation of SSQ responses, the MPS/Authority have selected a number of potential Bidders to be issued with the ITT.

Your organisation was one of the selected suppliers to be issued with the ITT.

# Overview and Scope of the Requirement

The Authority as the contracting authority is tendering for the supply of a survey, overview of insight, conclusions and recommendations to measure the impact of “Problem Oriented Policing on public confidence to the MPS. The MPS is seeking through this tendering process to award a contract with a suitably capable Bidder to provide these Services for a term of 3 (three) months and a unilateral option of the MPS to extend for further periods of 3 months up to a maximum of 6 months

**Research aims**

To investigate whether a Problem Oriented Policing (POP) intervention has an effect on public trust and confidence in the targeted areas.

**Background**

The MPS is currently running a large-scale trial of Problem Oriented Policing (POP) in London. Along with crime-related outcomes, there is interest in investigating whether POP activities have an effect on public trust in the targeted areas.

The project involves 144 ‘high violence hotspots’ across the capital. These areas average 100,000m2, larger than standard hotspots. About 75 of these areas have been randomised into the POP treatment, resulting in a set of broadly matched test and control sites. Each area in the test group will be assigned a POP champion, who has been trained and in place after said training. The intervention will be ‘embedded’ in each area by January 2023.

**Scope of work**

- Provide a baseline measure of trust and confidence in the police in the test and control sites. This measure can be a ‘synthetic’ baseline (e.g created via modelling) or actual baseline using, for example, data from the MOPAC Public Attitudes Survey.

- Carry out a survey of local residents following the POP intervention in the test and control sites. Parameters of the survey are as follows:

* The sample should comprise around 1500 respondents or approximately 10 in each of the 144 sites
* The sample should be based on random pre-selected addresses stratified across each of the 144 sites
* The survey should be administered face-to-face
* The survey should last for around 15- 20 minutes and draw on established measures covering the following issues:
  + Overall trust in the police
  + Police visibility
  + Perceptions of police fairness, community engagement, effectiveness, and distributive justice
  + Willingness to cooperate with police
  + Perceptions of collective efficacy
  + Perceptions of crime and disorder
* Survey fieldwork should be completed by the 31st March 2023
* The raw data should be provided along with a technical report summarising the main findings via univariate and bivariate statistics. The technical report should be received no later than 14th April 2023

**Outputs**

Insights Report – to include:

* Research summary (areas covered, stakeholders, results, analysis and findings);
* Insight and conclusions; and
* Overview of insight, conclusions and recommendations.

**Timetable**

This work must be delivered at pace. We therefore ideally require the outputs to be delivered by 14th April 2023. The supplier should indicate their ability to deliver against this indicative timetable (with a proposed start date of 1st March; to be confirmed)

**Target Budget**

The MPS has allocated an indicative budgetary figure to this work of £106,915.00

**Award Criteria**

The winning Tender will be that which can deliver to the timeline; deliver to the price and to the outputs required and will also be the Most Economically Advantageous Tender (MEAT) criterion. This will enable the MPS to take account of criteria that reflect qualitative and technical aspects of the submission as well as price when reaching an award decision.

# ITT Document Purpose

The primary purpose of this ITT document is to provide to the Bidder the detailed service requirements of the MPS/Authority, the rules of this ITT stage and how their responses to the ITT will be evaluated to select the Most Economically Advantageous Tender (MEAT) based upon the award criteria set out in this ITT.

This document seeks to:

* provide the background, purpose and objectives of the procurement process;
* outline the indicative timetable for the remainder of the procurement process;
* provide rules of the Tender stage and guidance concerning the formulation and submission of ITT responses (Tenders); and
* describes the methodology adopted by the MPS/Authority for evaluation of submitted Tenders.

# Communications

All communications should, in the first instance, be transmitted in writing through the Procurement Portal. No direct contact should be made with MPS Commercial Services, Frontline Policing Unitor any other part of the MPS/Authority regarding this Tender without the prior arrangement or agreement from MPS Commercial Services. **Any attempt to communicate regarding this Tender with the MPS/Authority outside of the Procurement Portal may result in your Tender being disqualified.**

The MPS/Authority shall not be responsible for contacting the Bidder through any route other than the nominated primary contact. Bidders must immediately notify MPS/Authority of any changes relating to their contact details.

Bidders must not disclose their proposed prices to any third party. In addition, they must not try to obtain information about their competitors' Tenders, or proposed prices.

Once the deadline to submit Tenders has expired, please do not contact the MPS/Authority to enquire about the outcome. All announcements regarding the evaluation outcome shall be sent via the Procurement Portal.

# Indicative Procurement Timetable

The timeline for the key activities in the procurement activity are as follows:

|  |  |  |
| --- | --- | --- |
| **Event** | **Date** | **Owner** |
| Find a Tender Contract Notice issued | 16.2.23 | MPS/Authority |
| SSQ, Draft ITT, Draft Terms and Conditions and associated agreements and documents issued | 16.2.23 | MPS/Authority |
| Deadline for submission of ITT requests for information and clarifications | 14:00 23.2.23 | Bidders |
| Final responses to ITT questions and clarification requests | 17:00 23.2.23 | MPS/Authority |
| ITT responses required | 10:00 24.2.23 | Bidders |
| Tender evaluation | 24-27.2.23 | MPS/Authority |
| Notification of results of Tender evaluation to Tenderers and decision to award Contract | 28.2.23 | MPS/Authority |

**Please note:**

* the MPS/Authority reserves the right to amend this timetable at their discretion
* the MPS/Authority reserves its right to add, remove or amend stages to this process
* the MPS/Authority shall notify Bidders as soon as possible of changes to the timetable.
* the MPS/Authority reserves the right, acting in accordance with the Public Contract Regulations 2015 (PCR15), not to accept Tenders submitted after 10:00 on 24.2.23 unless a substantial technical issue with the Procurement Portal prevents submission.

# Responding to this ITT

## General Guidance

* Responses should be in English, in black colour, 12 point, Arial font.
* Respond in the format presented, with all responses made within the appropriate space provided, which may be expanded.
* Bidders are requested to provide responses to all of the questions contained in Section 2 of this document.
* Responses to each question are to be self-contained; cross-referencing should be kept to a minimum. Cross-referencing is permitted to avoid the need for duplication, but the relevant question number(s) should be clearly stated.
* Responses should be written in statements that make clear commitments to deliver the required outcomes.
* Avoid vague statements such as "the appropriate number of staff”, “we will endeavour to” or "to be discussed". Statements such as these will be disregarded for evaluation purposes.
* Avoid using language such as "could" or "may" to describe how you will fulfil requirements; use "will" to demonstrate compliance.
* The use of diagrams to provide context to the proposals is permitted and does not contribute towards the word count.
* The use of appendices is permitted however they should be clearly referenced from within the question and their use should be kept to an absolute minimum.
* Responses to each question should be as concise as possible and must remain with the specified maximum allowable word count for the question. Diagrams and their annotations, and contents of annexed materials do not contribute towards the word count. The MPS/Authority retains the right to ignore content that falls outside the maximum allowable word count.
* Tenders will be first assessed for completeness and compliance with the ITT procedural requirements. Tenders will only be accepted as compliant if they:
* provide the required information as described in the ITT,
* provide a response to all questions, and
* supply all documentation required by the ITT and those referred to in their Tender

MPS/Authority reserve the right, acting in accordance with PCR15, not to evaluate further a non-compliant Tender.

## Responding to Section 2 of this ITT

The following table summarises the contents of Section 2 ‘Bidder Response’.

|  | **Title** | **Description** | **Bidder Guidance** |
| --- | --- | --- | --- |
| A | Technical Assessment | *5* individually weighted questions to assess Bidders capability to undertake the Contract | Complete all questions. Adhere to the stated word limit for each question. |
| B | Commercial Assessment | *3*  individually weighted questions to ensure that Bidders are able to meet the commercial requirements of the MPS/Authority | Complete all questions. Adhere to the stated word limit for each question. |
| C | Social Value, Sustainability and Environment Procurement Assessment | Not applicable | Not applicable |
| D | Business Continuity / Disaster Recovery Assessment | Not applicable | Not applicable |
| E | Health and Safety Assessment | Not applicable | Not applicable |
| F | Security Assessment | Not applicable | Not applicable |
| G | TUPE and Pensions Assessment | Not applicable | Not applicable |
| H | Pricing | Assessment of a comparable total price made up of a rate card and any available discounts. | Bidders are requested to complete the supplied Pricing Model. Instructions are provided within the Model. |

Note:

* Please see Section 1.7.1 for information regarding the weightings attributed by the MPS/Authority to each of the individual sections listed above.
* Weightings for each individual question within a section are given in the question header.

## Requests for Information & Clarification Requests

Requests for information and clarification requests relating to the service and technical requirements of the MPS/Authority and the ITT should be submitted through the Procurement Portal. The MPS/Authority will not respond to any questions or clarification requests submitted through any other medium, or to any other member of the MPS/Authority.

Where the MPS/Authority considers any question or request for clarification to be of material significance to the process and the future contractual arrangements, it may communicate both the question / clarification request and its response to all Bidders.

If the question or the answer / clarification provided contains commercially sensitive information pertaining to the Bidder that raised the question / request for clarification, the MPS/Authority, upon receiving notice from the Bidder, will omit to disclose the commercially sensitive information when it communicates to all other Bidders.

The last date for the receipt of questions / requests for clarification is as per the Procurement Timetable in Section 1.5.

The MPS/Authority reserves the right to respond to clarification questions received after the deadline at its discretion; questions raised after the deadline shall normally be rejected however, the MPS/Authority will consider the importance of the question as a general concern to all Bidders.

## Submission of Tenders

Bidders shall ensure their Tenders are submitted in advance of the deadline described in the Procurement Timetable in Section 1.5 and that they allow enough time to so to avoid delay due to IT failures on their end. All Tenders must be submitted via the Procurement Portal. The MPS/Authority reserves the right to allow late Tenders where a substantial technical issue with the Procurement Portal prevents their on-time submission.

# Evaluation of Tenders

**Completeness**

As stated above, Tenders will be first assessed for completeness and then compliance with the ITT procedural requirements.

The MPS/Authority reserves the right to request Bidders to provide further clarification or information pertinent to their Tender. Any such requests shall be made via the Procurement Portal.

Tenders will only be accepted as compliant if they:

* provide the required information in the ITT,
* provide a response to all questions, and
* supply all documentation required by the ITT and those referred to in the Tender itself.

MPS/Authority reserve the right, acting in accordance with PCR15, not to evaluate further a non-compliant Tender.

The MPS/Authority will select up to 3 (three) Bidders that have submitted high quality and value for money Tenders on the basis of the award criteria set out below. All compliant Tenders will be subject to and evaluation process on the basis of the award criteria and weightings set out below.

## Award Criteria

The Table below contains a list of all criteria and the relevant weighting for each. All the criteria are mandatory; if you do not respond to all criteria and fail to provide satisfactory reason as to why you cannot respond to a particular question, ***this will result in a zero mark.***

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Title** | **Weighting** |
| A | Technical Information- Specification of Requirements | 50% |
| B | Commercial Assessment | 10% / Pass/Fail |
| C | Social Value, Sustainability and Environment Assessment | Not applicable |
| D | Business Continuity and Disaster Recovery Assessment | Not applicable |
| E | Health and Safety Assessment | Not applicable |
| F | Security Assessment | Not applicable |
| G | TUPE and Pensions Assessment | Not applicable |
| H | Pricing | 40% |
| TOTAL | | **100%** |

* + 1. **Evaluation Methodology - Marking Schemes**

All responses to the questions in Section 2 will be evaluated and scored using the following marking scheme.

|  |  |
| --- | --- |
| **Marking Scheme A** | **Grade** |
| **Fully meets the requirement and offers added value**  The evidence demonstrates that the requirement is fully met and provides demonstrable added value. | 10 |
| **Fully meets the requirement**  The evidence demonstrates that the requirement is fully met. | 7 |
| **Almost meets the requirement**  Evidence provided shows that the requirement is met but MINOR reservations exist about the quality or extent of the evidence provided. | 5 |
| **Partially meets the requirement**  Evidence provided shows that the requirement is partially met but SIGNIFICANT reservations exist about the quality or extent of the evidence provided. | 2 |
| **Fails to meet the requirement**  Failed to demonstrate or provide evidence of an ability to meet the requirement. | 0 |

## The Evaluation Panel

The MPS/Authority have appointed a number of evaluators to assess the different sections of submitted Tenders. Each evaluator will evaluate his/her sections independently. There may be more than one evaluator looking at the same section/questions.

After the first round of evaluations a moderation panel will be convened to moderate questions where two or more scores appear to diverge significantly. The moderation panel will then finalise the scores of each Tender. The results of the evaluation will then go through an internal governance procedure to be ratified and approved.

## Serious and Organised Crime

Within our supply chains the sectors considered high risk for infiltration by organised crime groups are waste, taxi/ transport and lower level spend. Consider whether the goods/ services in your tender include any of these sectors and if so consider including this statement:

The MPS/ Authority has identified that the scope of this procurement falls within a business sector which may be attractive to infiltration by organised crime groups. The MPS/ Authority therefore reserves the right to include enhanced probity checks / requirements at both the selection and award stages of the procurement. This may include, but not be limited to, verification that a supplier, or any person with powers of representation, decision or control therein, has not infringed the mandatory grounds for exclusion set out in Regulation 57 (1) of the Public Contract Regulations 2015.

**1.7.5 Notification of Result**

Following the ratification of the evaluation results, the MPS/Authority will notify all Bidders in writing via the Procurement Portal.

*The MPS/Authority will then enter a Standstill period for 10 calendar days. After the expiry of the Standstill period the* MPS/Authority will sign the contract with the successful Bidder.

# 1.8 Variant Bids

Variant bids will not be accepted for this tender, such a submission will not be evaluated.

# Disclaimer

The MPS/Authority, (including, directors, officers, members, partners, employees, staff, temporary staff agents and contractors) do not make any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the procurement documents and shall not be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance upon information within the procurement documents.

Any persons considering entering into a contractual relationship with the MPS/Authority in reliance of the information within the procurement documents should make their own investigations and should seek their own professional technical, financial and legal advice.

Bidders are advised that nothing herein or in any other communication made by the MPS/Authority (written or oral) shall be taken as constituting a legally binding contract or agreement between the MPS/Authority and any other party (save for a formal award of contract made in writing on behalf of the MPS/Authority).

The MPS/Authority reserves the right to amend any information or any requirements contained in the procurement documentation issued in connection with this procurement process. Bidders should form their own conclusions about the methods and resources needed to meet these requirements.

The procurement documentation and the information contained within it are the property of the MPS/Authority; all rights, including intellectual property rights, are reserved. Bidders and other authorised recipients of the documents have a limited licence to reproduce the information. Bidders may make it available within their organisation solely for the purposes of preparing a bona fide response to an ITT for the provision of goods and services. The Bidder is to ensure that all such parties are made aware of the confidentiality obligations and take such steps as to guarantee compliance with it.

Bidders will have no possibility to modify their Tender once it has been submitted. Bidders may withdraw their Tenders at any time prior to accepting the notification of award by sending a notice of withdrawal to the MPS/Authority via the Procurement Portal.

Bidders are permitted to use the corporate logos of the MPS/Authority for the sole purpose of illustrating or ‘badging’ their Tender and any documents associated with it. However, successful Bidders may not advertise the fact that they are working for the MPS/Authority without our prior written permission. The reproduction of the corporate logo in any such advertising will require explicit prior approval and the payment of a fee.

By participating in the procurement process, including by responding to the ITT, Bidders shall be deemed to have agreed to be bound by the notices and undertakings in the Tender documents and no purported rejection, variation or addition to these notices and undertakings by the bidder shall have any affect.

A copy of the MPS/Authority’s terms and conditions are available through the procurement portal. Your Tender must be based upon these terms and conditions as the MPS/Authority will not accept changes to the terms and conditions that would result in different successful Bidders operating under different terms and conditions; that would compromise the compliance of the MPS/Authority with its’ obligations under the PCR 15.

The MPS/Authority reserves the right to

1. amend, add to or withdraw all, or any part of this ITT and the right to terminate this procurement process at any time;
2. not enter into any agreement for some or all of the goods and services for which Bidders are invited to Tender;
3. reduce the scope of the service requirements included in this procurement process and it shall not be bound to accept any Tender;

without incurring any liability to the affected Bidders.

The MPS/Authority and/or its advisers shall not be liable for any costs, liabilities or expenses whatsoever; whether incurred (directly or indirectly) by the Bidders, their advisers or sub-contractors, in connection with the preparation of Tenders or in the event this procurement is discontinued. Any expenditure, work or effort undertaken by your organisation prior to the award of a contract is a matter solely for your organisation.

|  |
| --- |
| 1. Bidder Response |

1. Technical Assessment

The questions contained within this section are designed to ensure the MPS/Authority is able to evaluate the technical aspects that determinate the most economically advantageous tender in supplying the required goods and services as set out in the specification.

The specification and questions below will be evaluated using the Default Marking Scheme. All relevant weightings are shown in the Compliance Matrix Annex.

The marks available for each Question in this section are detailed below:

|  |  |  |  |
| --- | --- | --- | --- |
| **SECTION** | **Title** | **QUESTION** | **Weighting** |
| A | Technical Information | *A1* | 10% |
| *A2* | *10%* |
| *A3* | *15%* |
| *A4* | *5%* |
| *A5* | *10%* |
| TOTAL | 50% |

|  |  |
| --- | --- |
| **A1** | **Specification Compliance** |
| **Scoring** | *This question is weighted within this section at 10****%*** |
| Bidders are requested to submit a response in relation to the Statement of Requirement, stating whether you can meet each requirement, and if so then give full details of how each requirement is met. If you unable to comply with any aspect, please give an explanation of why it cannot be met. | |
|  | |
| **A2** | **Baseline Measure** |
| **Scoring** | *This question is weighted within this section at 10****%*** |
| **Guide** | *Max [500] words* |
| Please detail how you will provide a baseline measure of trust and confidence in the police in the test and control sites. Responses should identify what modelling tools or data would be utilised? | |
|  | |
| **A3** | **Survey Methodology** |
| **Scoring** | *This question is weighted within this section at 15****%*** |
| **Guide** | *Max [500] words* |
| Please provide a method statement as to how you will deliver the face-to-face survey of local residents referring specifically to the Specification of Requirements. This should include but not be limited to, how you will logistically carry out engaging with residents | |
|  | |
| **A4** | **Performance Management** |
| **Scoring** | *This question is weighted within this section at 5****%*** |
| **Guide** | *Max [500] words* |
| Please identify how you will ensure performance is measured within delivery of the work and throughout the process | |
|  | |
| **A5** | **Insight Report delivery** |
| **Scoring** | *This question is weighted within this section at 10****%*** |
| **Guide** | *Max [500] words* |
| Please detail how will you structure and deliver the overview of insight, conclusions and recommendations required to fulfil the Insight Report? Please provide an example of any previous similar work undertaken should you wish. Please continue onto a separate sheet if necessary. This response to this question can be submitted as a separate attachment. | |

1. Commercial Assessment

The questions in this section are designed to ensure that Bidders are able to offer a Service that meets the commercial requirements of the MPS/Authority.

The marks available for each Question in this section are detailed below:

|  |  |  |  |
| --- | --- | --- | --- |
| **SECTION** | **TITLE** | **QUESTION** | **Weighting** |
| B | Commercial Assessment | B1 | Pass/Fail |
| B2 | 3% |
| B3 | 3% |
| B4 | 4% |
| **TOTAL** | **10%** |

|  |  |
| --- | --- |
| **B1** | **Acceptance of Terms and Conditions** |
| **Scoring** | *This question is* ***Pass / Fail*** |
| **Guide** | *YES / NO Response* |
| Please confirm your full acceptance of the terms of the CCS Framework RM6126 Terms and Conditions as outlined in the Call-Off Contract Terms .  Failure to accept these terms will result in the Tender not being evaluated further and the Bidder will be disqualified. | |
|  | |
| **B2** | **Compliance with Research Summary Specification** |
| **Scoring** | *This question is weighted within this section at 3****%*** |
| **Guide** | *Max [500] words* |
| Please confirm you are able to adhere to the Specification as outlined in 1.2 Overview and Scope of Requirement. | |
|  | |
| **B3** | **Timeframe** |
| **Scoring** | *This question is weighted within this section at 3****%*** |
| **Guide** | *Max [500] words* |
| Please confirm that you would be able to meet the time frame as identified within the Specification for delivery of Survey Fieldwork by the 31st of March and an Insight Report by the 14th March. | |
|  | |
| **B4** | **Budgetary Requirement** |
| **Scoring** | *This question is weighted within this section at 4****%*** |
| **Guide** | *Max [500] words* |
| Should you be awarded the contract, please confirm that you would be able to undertake the work within the stated budgetary figure of £106,915.00. | |
|  | |

1. Pricing Assessment

Bidders must provide a completed Pricing Schedule with their Tender submission.

Note:

* The currency to be used in the Pricing Schedule is GBP;
* Prices must be exclusive of VAT;
* Prices submitted as part of this ITT must remain open for acceptance for a minimum of [6] months from the closing date for the receipt of Tenders;
* Prices will be fixed for the duration of the Contract;
* [Tender prices are final and not subject to negotiation;]
* It is the Bidders responsibility to
  1. complete in response the Pricing Schedule which has been quality checked prior to submission; and
  2. amend their documentation where necessary should any errors be highlighted by the MPS.
* The Pricing Schedule must be completed in its entirety;

The Pricing Schedule must be submitted as part of the Tender and is subject to the same deadline as the Tender.

The MPS/Authority reserves the right to exclude Bidders from the process for failing to comply with the guidelines set out above.

Please note that our standard payment terms are 30 days from the date of receipt of a correct invoice. All invoices must reference a valid Purchase Order.

Price Elements of Tender responses will be evaluated against the lowest tender price. The bidder who has submitted the lowest price will be awarded a score of 40. All bids will be scored relative to the lowest price using the formula below:

Expressed as:

***Price Score = (TL / Tt) x 40***

Where: TL = Lowest Tender Price

Tt = Actual Tender Price

Example: The maximum score available in the Commercial assessment is 40%.

Bidder A’s price £100,000 (lowest price)

Bidder B’s price is £200,000

|  |  |  |  |
| --- | --- | --- | --- |
| **H1** | **Pricing Schedule** | | |
| **Scoring** | *The prices submitted in the pricing schedule will be scored in accordance with the methodology described above.* | | |
| The pricing schedule should be aligned to the requirements set out in the specification.Please continue onto a separate sheet if necessary. This response to this question can be submitted as a separate attachment. The Prices quoted must be fixed for the period of 120 days from the date of the bid and not subject to variation. All prices should be quoted exclusive of VAT and given in GBP.  As stated in the Specification document, the pricing should not exceed the value of £106,915.00. Please note that the Authority reserves the right to disqualify any bid priced above this amount.  This pricing schedule must identify the level of resource (people, time, etc.,) allocated to complete the separate tasks, how these are specifically allocated and the hourly rate charged per resource. Further detail should be submitted in accordance with the bidder’s stated methodology | | | |
| a | | <Add as necessary> | £ |
| b | | <Add as necessary> | £ |
| c | | <Add as necessary> | £ |
| d | | <Add as necessary> | £ |

|  |
| --- |
| 1. Mandatory Declarations |

| **Declaration** | **Instruction** |
| --- | --- |
| (I) SSQ Confirmation | Not applicable |
| (II) Policy for Access to Information | 1. Confirm agreement with the Policy (tick box) 2. Detail any ‘Reserved Information’ in the table provided |
| (III) Publication of Contract | Sign to Confirm agreement with the policy [digital signature acceptable] |
| (IV) Undertaking | Sign [digital signature acceptable] |
| (V) Form of Tender | Sign [digital signature acceptable] |

1. SSQ Confirmation

Not applicable

1. The Authority’s Policy for Access to Information

**Background**

The Freedom of Information Act 2000 (FOIA) gives the public a legal right of access to information held by public authorities. The public now have a right to know about our work and it is our duty to operate with openness and transparency.

A person making a FOIA request is entitled to two things, unless an exemption applies. These are:

* to be informed whether we hold information of the description requested; and
* if so, to have that information communicated to him or her.

**How this affects Bidders**

All information held by the MPS/Authority is covered by the FOIA. The rules about disclosure apply regardless of where the information originated. This means that all the following types of information may be subject to disclosure:

* information in any Tender submitted to us;
* information in any contract to which we are a party (including information generated under a contract or in the course of its performance);
* information about costs, including invoices submitted to us;
* correspondence and other papers generated in any dealing with the private sector whether before or after contract award.

This means the MPS/Authority will be obliged by law to disclose such information unless an exemption applies.

The legal obligation to respond to requests from the public under the FOIA rests with the MPS/Authority. This Annex explains the MPS/Authority’s policy on the disclosure to the public of information about private sector bidders and/or suppliers.

No liability shall arise on the part of the MPS/Authority in respect of the disclosure of any information by it in proper compliance with the Freedom of Information Act 2000.

You must provide the MPS/Authority with all reasonable assistance and cooperation to enable it to comply with any requests for information received under the Freedom of Information Act 2000 within the prescribed time limits.

**General rules on Disclosure**

In the absence of special circumstances:

* all Invitations to Tender published by the MPS/Authority will be available to the public on request;
* responses to Tenders will be held in confidence until contract award;
* information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.

Any person tendering for or contracting with the MPS/Authority must notify the MPS/Authority during the tendering or negotiating process of information, which they consider to be eligible for exemption from disclosure under the FOIA. Such notification must be made in the form as set out in this Annex. Such information must be referred to as ‘reserved information’.

Information not identified as reserved information in the way described above is likely to be made available by the MPS/Authority on request.

**Reserved Information**

Information which you wish to put forward as reserved information must be clearly defined, with supporting detail, in the format prescribed.

Please detail:

* the information itself, or the class(es) of information;
* why, in your opinion, the information is exempt from disclosure.

Grounds for exemption may be one or more of the following:

* the information is a trade secret;
* the disclosure of the information would prejudice the commercial interests of a person or organisation;
* the information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; or
* any other specific exemption under the FOIA.

All decisions about disclosure of information will be made at the sole discretion of the MPS/Authority. The exemption that applies to trade secrets and to information that would prejudice commercial interests if disclosed is a ‘qualified’ exemption under the FOIA. This means that the MPS/Authority is required to consider whether, in the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the public interest in upholding the exemption.

Information which is submitted to the MPS/Authority as reserved information will be listed in a document that will also:

* specify which exemption(s) may apply to each piece or class of information; and
* indicate when it is likely information can be made available, or (if this is the case) that it is unlikely ever to be made available.

The MPS/Authority may disclose your justification for classifying information as reserved information.

Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the contract supply.

Information relating to the overall value, performance or completion of a contract will not be accepted as reserved information.

You may designate unit prices or more detailed pricing information as reserved information.

**Other Guidance**

The MPS/Authority is not under any obligation to consult you in relation to requests for information made under the FOIA. However, we will endeavour to inform you of requests wherever it is reasonably practicable to do so. The MPS/Authority has to respond to requests for information by the 20th working day after the request is received and, whilst the MPS/Authority may consult with you about specific requests, any such consultation will have to be completed within this very short timescale.

Contracts with the MPS/Authority may require you to supply information to us, or provide other assistance, pursuant to any FOIA request received by the MPS/Authority.

You should be aware that the MPS/Authority’s decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

|  |  |
| --- | --- |
| Please tick the box to confirm that you have read and agree to the MPS/Authority policy for access of information as set out above. |  |

**Freedom of Information: Reserved Information Disclosure**

Contract/Tender/Document Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Information Class /**  **Type Available** | **Grounds for Exemption** | **Date Information Can be Made Available** |
| --- | --- | --- |
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1. Publication of Contracts

The MPS/Authority must comply with the Elected Local Policing Bodies (Specified Information) Order 2011. Under this order the MPS/Authority is required to publish all contracts with a value over £10,000. Therefore, if you win this Tender the contract between you and the MPS/Authority will normally be published in its entirety. Information may only be redacted if it is reasonably designated as confidential in accordance with Regulation 21 of the Public Contract Regulations 2015 and with the criteria set out in Section 43 of the Freedom of Information Act 2000.

The successful bidder will be asked if they wish to make any limited redactions to the contract that they feel meet the criteria of Section 43 of the Freedom of Information Act before it is published. A copy of the relevant guidance from the Information Commissioners Office is in the following link –

<https://ico.org.uk/media/for-organisations/documents/1178/awareness_guidance_5_v3_07_03_08.pdf>

If the successful bidder wishes to make any redactions then they will be responsible for producing a redacted version of the final contract. They will also indemnify MPS/Authority against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the MPS/Authority arising out of or in connection with redactions made to the contract that do not subsequently meet the criteria laid down in Regulation 21 of the Public Contract Regulations 2015 and Section 43 of the Freedom of Information Act 2000.

I / We certify that we note and accept the above MPS/Authority policy on the publication of the final contract.

To be signed by an Officer of the Bidder’s organisation in their own name on behalf of the organisation and with the authority to do so.

Signed: in the capacity of:

1. Undertaking

**To be signed by an authorised Officer of the Bidder’s Organisation in their own name on behalf of the Organisation.**

*By signing this undertaking, the word ‘person’ includes any persons and anybody or association, incorporated or unincorporated; any agreement or arrangement includes any transactions, formal or informal and whether legally binding or not; and ‘the work’ means the work in relation to which this Tender is made.*

I/We certify that this Tender is made in good faith, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I/We undertake that we will not before the award of any contract for the work:

1. Disclose the Tender price or any other figures or other information in connection with the Tender to any other party (including any other organisation or part of an organisation forming part of a group of companies of which I am/we are a part) nor to any subcontractor (whether nominated or domestic) nor supplier (whether nominated or domestic) or any other person to whom such disclosure could have the effect of preventing or restricting full competition in this tendering exercise.
2. Enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any Tender once offered, or that they shall vary the amount of any Tender to be submitted.
3. Otherwise collude with any person with the intent of preventing or restricting full competition.
4. Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work any act or thing of the sort described at a), b) or c) above.

I/We further declare that I/we have no knowledge either of the sum quoted or of any other particulars of any other Tender for this contract by any other party.

I/We further certify that the principles described above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or material connected with the Tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

I/We acknowledge that any breach of the foregoing provisions shall lead automatically to this Tender being disqualified and may lead to criminal or civil proceedings.

I/We undertake that any changes to the circumstances of the Company which will affect our bid shall be notified (in writing) to the MPS/Authority immediately.

I/Wehave read the ITT documentation and subject to and upon the terms and conditions contained in the said documents, we offer to fulfil the requirements contained in the said documents, at the rates or prices inserted by us in the Price Section.

I/We the undersigned hereby offer to provide the Services to the MPS/Authority described in the Invitation to Tender on the basis of the attached Agreement for the following prices.

I/We agree that this Tender shall remain open for acceptance for 3 calendar months from the specified date for receipt of this Tender. I/We undertake that I/we have not communicated and will not communicate to any person other than the MPS/Authority the amount of this Tender and that I/we have not adjusted the amount of the Tender in accordance with any arrangement between us and any other firm or company.

I/We certify that the information provided is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in the ITT. I/We understand and accept that false information could result in rejection of our Tender.

I/We also understand that it is a criminal offence, punishable by imprisonment to give or offer any gifts or consideration whatsoever as an inducement or reward to any servant of a Public Body. I/We also understand that any such action will lead the MPS/Authority to cancel any contract currently in force and will result in rejection of out Tender and the cancellation of any contract (if awarded).

I/We undertake that no member, or staff, of our organisation has communicated, or will communicate with any member of the MPS/Authority or officer of the MPS/Authority (except the person stated in this ITT) with regard to the application of our Tender.

|  |  |
| --- | --- |
| Signed for and on behalf of the organisation  **Signature \*** |  |
| Name of person signing on behalf of the organisation  **Print** |  |
| Position / status in the organisation  **Print** |  |
| Organisation name and address  **Print** |  |
| Date | /  / |

\* For the purposes of this electronically transmitted ITT document it is sufficient that typed names are permitted rather than signatures. Once the ITT is submitted via the e-Tendering system, a typed name will be deemed to have been signed by a signature of the person stated with the necessary responsibility required within the Bidder’s organisation.

1. Form of Tender

**Bidder to delete\* / complete as appropriate:**

**Form of Tender:**

**Contract Ref:**

To: The Authority, c/o Metropolitan Police Service, Commercial Services, 11th Floor West, Empress State Building, Empress Approach, Lillie Road, London SW6 1TR.

I / We\* have read the documents listed below and subject to and upon the terms and conditions contained in the said documents, \*I/we offer to fulfil the requirements contained, at the rates or prices provided in the Price Schedule(s).

* Invitation to Tender Document (including all Annexes and Appendices)
* Terms and Conditions

I / We have read all of the documents listed above and returned the following:

* Completed Tender Document
* Mandatory Declarations - signed where required
* Form of Tender Letter
* A detailed price schedule (either as part of the main return or as a separate attachment.)

I / We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from \*me/us in connection with this Tender, shall not be applicable to this Tender or to the contract.

I / We certify that the information provided is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the ITT. I understand and accept that false information could result in rejection of the organisations Tender.

I / We certify that all prices quoted are exclusive of VAT, are given in GBP and that the prices offered will be held for [6] calendar months from the due date for the return of the Tenders [and fixed for the first 12 months of the Contract (if accepted).

For the purposes of this electronically transmitted ITT document it is sufficient that typed names are permitted rather than signatures. Once the ITT is submitted via the e-tendering system, a typed name will be deemed to have been signed by a signature the person stated with the necessary responsibility required within the Bidder’s Company.

To be signed by an Officer of the Bidder’s organisation in their own name on behalf of the organisation and with the authority to do so.

Signed: in the capacity of:

Name (in block letters):

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| --- |
| 1. Appendices |

Appendix A - Key Terms

For the purposes of this ITT the following terms have the meanings defined in the table below:

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| The Authority (MPS/Authority) | The Contracting Authority |
| Bidders | Companies or organisations that have been short-listed to receive the ITT and submit a Tender |
| ITT | This Invitation To Tender, inviting Bidders to submit Tenders |
| MOPAC | The Mayor’s Office for Policing And Crime |
| MPS | The Metropolitan Police Service |
| Officer | Any director, company secretary, partner, associate or other person occupying a position of authority or responsibility within the organisation |
| Organisation | A sole proprietor, partnership, incorporated company, consortium or co-operative as appropriate |
| Procurement Documents | The SSQ, the ITT Document, the draft Contract and any other documentation provided by the MPS/Authority in relation to the Tender process. |
| SSQ | Standard Selection Questionnaire |
| Tender | A Bidders response to the ITT documentation |