

## Schedule 5 - Commercially Sensitive Information

**NB – the Authority will not accept any information referred to in Schedule 2 (Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS)) for inclusion in this Schedule 5.]**

- 1 The Authority acknowledges that the Contractor has requested that the following information be treated as Commercially Sensitive Information:

Document	Page No.	Section	Condition or Paragraph No.	Explanation of harm which may result from disclosure and time period applicable to sensitivity.
Employer Engagement and Support Offer response, and throughout the tender	Throughout			Any names of employers and employer contacts Reed or our supply chain already hold, or will work with to deliver the programme, either to provide work placements or jobs. Employer references and case studies included in the tender should be commercially sensitive. This information is commercially confidential under Part 2, Section 43 (commercial interests) & confidential under Part 2, Section 41 (information provided in confidence) of the FoI Act. Exemption should be for an indefinite period.
HR, Resources, Recruitment & Training and Management Structure responses, and throughout the tender	Throughout			Any names of individual members of staff who will be involved in the delivery & the contact details & signatures of staff which have been included in the tender should be commercially sensitive. This information is commercially confidential under Part 2, Section 43 (commercial interests) & confidential under Part 2, Section 41 (information provided in confidence) of the FoI Act. Exemption should be for an indefinite period.
HR, Resources, Recruitment & Training and Management	Throughout			Our staffing structure is commercially sensitive as it provides information on our staffing numbers, caseload

Structure responses, & throughout the tender				sizes, ratios and rationale. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the FoI Act. Exemption should be for an indefinite period.
HR, Resources, Recruitment & Training, Annex G (TUPE Alternative View), & Contract Cost Register (CCR)	Throughout			Our approach to TUPE reflects our own analysis and should be commercially sensitive. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the FoI Act. Exemption should be for an indefinite period.
Performance Offer Rationale question, CCR & throughout the tender	Throughout			Our performance offer & rationale, costs and financial assumptions are commercially sensitive as this provides information on our staffing numbers, profiles and targets. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the FoI Act. Exemption should be for an indefinite period.
Delivering a Personalised Service & Service Delivery Proposal response, & throughout the tender				Information on our diagnostic approach (Readiness to Work etc) & interventions as these are commercially sensitive & provide information on our approach to identifying/supporting participants. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the FoI Act. Exemption should be for an indefinite period.
Delivery Infrastructure response & throughout the tender				All information provided on our premises approach, including the named partners we will co-locate with, contingency premises identified, stakeholder conversations referenced and the percentage of reduced/increase flows our

				premises can take. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the Fol Act. Exemption should be for an indefinite period.
Service Delivery Proposal response & throughout the tender	Throughout			All references to names or organisations engaged as part of our integration approach as this is commercially sensitive & provides information on our approach to supporting customers and achieving outcomes. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the Fol Act. Exemption should be for an indefinite period.
Service Delivery Proposal and Delivering & Personalised Service responses, & throughout the tender	Throughout			All references to performance offer, caseload sizes, durations & timings, ratios (e.g. Referral to Start), diagnostic assessments, product names, supply chain & partner provision, strategic partners, employer names, previous performance data and our Route Planner Tool as these are commercially sensitive and provide information on our approach and performance offer. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the Fol Act. Exemption should be for an indefinite period.
Quality Management & Assurance response, HR, Resources, Recruitment and Training, Appendix 4, and throughout the tender	Throughout			Any reference to staffing numbers or ratios. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the Fol Act. Exemption should be for an indefinite period

Supply Chain response, Appendix 1, Appendix 2 & CCR	Throughout			Any reference to supply chain partners or information on our supply chain approach, as this provides information on our delivery approach, and supply chain spend and is therefore commercially sensitive. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the FoI Act. Exemption should be for an indefinite period.
Supply Chain & Performance Offer Rationale responses, & throughout the tender	Throughout			Any reference to previous performance data or current KPIs of Reed or Remploy as this provides information on our approach to profiling and performance offer. This should be classed as commercially confidential under Part 2, Section 43 (commercial interests) of the FoI Act. Exemption should be for an indefinite period.
Additional Assurance Questions	Throughout			Blanket exemption as these questions relate the detailed systems, processes and partners we work with to deliver a high-performing contract, and should therefore be viewed as commercial in confidence under Part 2, Section 43 (commercial interests) of the FoI Act. Exemption should be for an indefinite period.

- 2 The Authority will consult with the Contractor on any request for information, identified as Commercially Sensitive, under the FOIA.
- 3 The Authority reserves the right to disclose any Commercially Sensitive Information held within this Contract in response to a request under the FOIA as set out at clause E5 of this Contract.
- 4 The Authority will automatically publish all information provided by the Contractor not identified in this Schedule as constituting Commercially Sensitive Information provided that it satisfies the requirements of the FOIA.

- 5 The Authority reserves the right to determine whether any information provided in this Schedule does constitute Commercially Sensitive Information prior to publication.