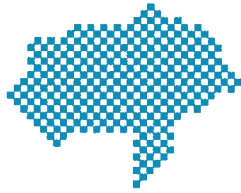


PROTECT CONTRACTS

**Police and Crime  
Commissioner  
North Yorkshire**



**Contract for  
Public Consultation – Police and Crime Plan /  
Operational Policing Model**

Between

**Police and Crime Commissioner for North  
Yorkshire**

**&**

**SMSR**

PROTECT CONTRACTS

4<sup>th</sup> March 2014

## Invitation to Quote

*Public Consultation – Police and Crime Plan / Operational Policing Model*  
20 January 2014

### **Background**

*Why is this project being commissioned?*

On 22nd November 2012, 41 new Police and Crime Commissioners took up their posts throughout England and Wales. Each Commissioner is responsible for overseeing the performance of the police force in their local area on behalf of the public and for working with the wider community of agencies and organisations to develop and implement strategies to reduce crime. They are accountable to the electorate and have a duty to involve and inform their local communities on the development of their strategic Police and Crime Plan and to report back to the public on its delivery.

In North Yorkshire, the Police and Crime Commissioner is Julia Mulligan and her Police and Crime Plan was first published on 31<sup>st</sup> March 2013. The plan is the 'blueprint' for policing and crime reduction across the county of North Yorkshire and the City of York. The Commissioner now wishes to review and refresh Plan, to ensure it sets a clear direction and identifies priorities for the next three years. The Commissioner is keen that the plan is based on evidence of need and that the public and stakeholders are fully engaged in service delivery and improvement. The plan also needs to reflect the changes taking place in policing and criminal justice more widely, such as Transforming Rehabilitation, Victims Commissioning and the requirement to make over £10m of savings before 2016.

The evidential base of the Police and Crime Plan will primarily be the recently produced Joint Strategic Intelligence Analysis (JSIA). This sets out the key issues facing the police service and its wider partners across the force area, and also looks in detail at the requirements of each individual district:

Craven	Hambleton	Harrogate	Scarborough
Selby	Richmondshire	Ryedale	York

A number of key 'themes' and / or priorities will be identified through the JSIA and these will need to be 'tested' against the expectations of local people and stakeholders.

In addition, a detailed Victims' Needs Assessment has just been commissioned and fieldwork will be conducted during February and early March. This will identify the detailed needs of victims of crime and anti-social behaviour and it is expected will provide valuable input into the refreshed Police and Crime Plan. The objective of the needs assessment is to develop a detailed service specification for the commissioning of victims' services from October 2014 and referral of services from April 2015.

Concurrently with the Commissioner's work to refresh the Plan, the new Chief Constable Dave Jones has initiated a fundamental review of the Operational Policing Model (OPM). This considers how police resources in their widest sense are deployed across the policing area and within districts, including police officers and staff, buildings and custody facilities, the use of IT, fleet and vehicles, as well as specialist operations such as roads policing and dogs. The review of the OPM will lead to changes at a local level and both the Chief Constable and the Commissioner wish to ensure that the public have a chance to have their say about the proposals, as well as to explain why they are necessary.

## **Objectives**

*What do we want to achieve?*

- An evidence-based Police and Crime Plan that takes into consideration the requirements and feedback of the public and key stakeholder groups
- A clear set of priorities that are firmly focused on reducing crime and anti-social behaviour – these will include 'traditional' policing operations and also innovations to reduce demand, including through the commissioning of services
- Understanding and 'buy-in' from the public and stakeholders about priorities and service developments – our 'vision' for the police service and crime reduction
- Qualitative and quantitative insight into current services and proposed priorities/changes that highlight opportunities for improvement and innovation through feedback from the public and key stakeholders
- Communication of changes to the OPM and understanding of its implications for local communities

## **Deliverables**

*What are required?*

- Audit of 'routes to market' and the channels available for engagement either directly or via partners / third parties – this must also include online channels
- Segmentation of key audiences and stakeholders in line with the priorities that fall out of the JSIA and the emerging findings of the victims' needs assessment
- A series of workshops / focus groups with key audience segments across the policing area, that are representative of the geography and diversity of the County of North Yorkshire and City of York
- Quantitative and qualitative assessment of priorities, segmented by audience
- Identification of any potential implications of changes to the OPM from the community, user and stakeholders perspectives that will inform communication and operational engagement
- Analysis and report on the proposed 'themes' of the Police and Crime Plan
- An 'infrastructure' and methodology for more effective on-going consultation and engagement with the public of North Yorkshire

## **Target audiences**

*Who do we wish to engage?*

- The public of North Yorkshire
- Groups of people with a particular interest in specific areas of service delivery
- Public sector and 'third sector' organisations / stakeholders, eg. local councils, Fire and Rescue, the NHS, Community Safety Partnerships, the 'third sector', UNISON and police staff associations such as the Police Federation
- The media – locally and regionally, online and via print and broadcast

## **Budget**

*What is the maximum spend allocated to this project?*

£25,000 + VAT

The budget must cover all fees and expenses, including recruitment of respondents to any groups or surveys, venue hire, expenses, etc. Please note that whilst an upper limit has been set, value for money will be a key criteria in the assessment of quotes and potential suppliers will need to clearly demonstrate this in their responses.

## **The tendering process**

*What are you required to do and by when?*

This invitation to quote has been issued to 5 potential suppliers. Your response must be received by 12 noon on Friday 31<sup>st</sup> January.

The final recommendations and report must be delivered by 31<sup>st</sup> March 2014.

Any questions concerning the brief should be emailed to [pcc@northyorksire-pcc.gov.uk](mailto:pcc@northyorksire-pcc.gov.uk) before 5pm on Monday 27<sup>th</sup> January. Responses to questions will be returned before 5pm on Wednesday 29<sup>th</sup> January.

There will also be an opportunity for potential suppliers to meet for a 45-minute informal Q&A with the client team at the Office of Police and Crime Commissioner in Harrogate. Timeslots available are detailed below. Every effort will be made to meet supplier preferences, but the OPCC reserves the right to allocate on a first come, first served basis.

*Monday 27<sup>th</sup> January*      *Tuesday 28<sup>th</sup> January*

4.15 – 5pm

12 - 12.45pm

1 – 1.45pm

3.30 – 4.15pm

4.30 – 5.15pm

Responses will be evaluated within 5 working days of the closing date and you will be notified of the result by 5pm on Friday 7<sup>th</sup> February.

The successful company needs to be ready to commence work w/c Wednesday 10<sup>th</sup> February and there will be a project set up briefing at the Office of Police and Crime Commissioner in Harrogate at 2pm on Wednesday 12<sup>th</sup> February.

Your quotation needs to include the following information:

- Your understanding of the role of Police and Crime Commissioner and how this would shape your approach to the brief
- Three case studies of similar work for public sector clients. Please note that it is recognised that the Office of Police and Crime Commissioner is new, but your examples should demonstrate their relevance to this brief
- Your proposed process, stages of work, methodologies and a project schedule / timings, working to the final deadline for report and recommendations on or before 31<sup>st</sup> March 2014
- Any potential barriers and issues you anticipate and how they might be overcome
- A breakdown of the budget – how you will allocate the fees and any expenses within the total you are quoting
- Your standard day rates for the people who would be involved in delivering this project and the number of days each person will spend on the job
- Your proposed project team and their biographies demonstrating why they have the skills and experience to fulfill the brief
- Any discounts / added value you are prepared to offer bearing in mind that value for money will be important during the evaluation process

**Evaluation criteria**

*How will you be judged?*

<b>Criteria</b>	<b>Points (maximum 100)</b>
Demonstration of value for money	30
Evidence of ability to deliver against the brief – case studies, staff skills and experience, schedule of work	20
Ability to understand the context in which this brief has been issued and the 'business' of the Police and Crime Commissioner	10
Detailed methodology and projected outcomes	40
<b>TOTAL</b>	<b>100</b>

**Proposal to Undertake a Police and Crime Plan / Operational Policing Model  
Consultation on Behalf of North Yorkshire Police and Crime Commissioner**

**Prepared by SMSR Ltd**



**February 2014**

## Introduction

Established in 1991, SMSR is a dynamic and innovative social research agency with over 20 years dedicated research experience. Conducting both public interest and social policy research on behalf of the public sector, SMSR has dedicated operating divisions that handle research projects for police, local government, central government, fire and rescue, education, health departments and not-for-profit organisations.

SMSR have a strong history within the police sector and we currently are one of just six companies that make up the Home Office/Thames Valley led Police Framework which has been formed to enable all UK forces to commission their Victim Satisfaction Surveys with a reputable and capable supplier. SMSR now work for seventeen UK forces and have undertaken consultations for five recently formed Police and Crime Commissioners including a current service review on victim support in Lancashire with a view to advise and inform their strategy for 2014 and beyond; an access consultation for Bedfordshire PCC and a perceptions and staff survey on behalf of Humberside PCC.

In addition, SMSR worked with both Nottinghamshire and Humberside PCC's on their Police and Crime Plan development. SMSR currently undertake a monthly Victim Satisfaction Survey on behalf of North Yorkshire Police and have worked closely with them for over two years.

We conduct every project to the highest standards of quality and technical excellence to ensure clients receive the insight and understanding they require as well as relevant, practical recommendations that will inform strategic and operational developments. From the project design stage through to data collection, analysis and interpretation, projects are planned and delivered with outcomes in mind.

SMSR pride ourselves on working with organisations to ensure the client gets maximum value and our dedicated Project Management Team would work with you every step of the way to ensure the consultation meets your key aims and objectives. We would expect a pre-consultation meeting and work with you throughout the project ensuring high levels of communication and support.

The following pages outline the approach, timings and costs for carrying out the consultation on behalf of NYPCC. SMSR would be very proud to represent the organisation on this important piece of research and if you require any examples of our work or have any questions in general, then please contact [REDACTED] Project Director on [REDACTED]

SMSR have the following accreditation:



INVESTOR IN PEOPLE





## Background

Police and Crime Commissioners (PCCs) for each police force area were established as part of the Police Reform and Social Responsibility Act 2011. This Act gave PCCs responsibility for the totality of policing and requires them to hold the force Chief Constable to account for the operational delivery of policing.

More importantly perhaps is that public accountability for the delivery and performance of the force is placed in the hands of the PCC on behalf of their electorate. The PCC for North Yorkshire will draw on her mandate to set and shape the strategic objectives of the Force in consultation with the Chief Constable. The PCC is accountable to the electorate; the Chief Constable is accountable to the PCC. The Police and Crime Panel within each force area is empowered to maintain a regular check and balance on the performance of the PCC in that context.

## Scope and Understanding of the PCC role

The Police and Crime Commissioner has wide statutory powers including being the recipient of all funding, including the government grant and precept and other sources of income. However in terms of this brief the most important duties are to:-

- (a) Set the strategic direction and objectives of the force through the Police and Crime Plan which must have regard to the Strategic Policing Requirement (SPR) set by the Home Secretary.
- (b) Provide the local link between the police and communities, working to translate the legitimate desires and aspirations of the public into action.
- (c) Publish information that the PCC considers necessary to enable the people who live in the force area to assess the performance of the PCC and Chief Constable.

The PCC does however have wider responsibilities than those relating solely to the police force, namely a specific responsibility for the delivery of community safety and crime reduction. In relation to (a) above and the formulation (or review) of the Police and Crime Plan the PCC has a duty, *inter alia*, to co-operate with responsible authorities and have regard to the relevant priorities of each and to make arrangements for engaging with local people.

The frequency with which plans are reviewed should be determined by local need but an annual refresh in line with wider business and planning processes is considered good practice in order to align the plan with budgetary cycles, commissioning intentions, allocations of grant funding and precept. An annual review can also ensure that any recommendations on the annual report can be accounted for in the planning framework.

Given that the Police and Crime Commissioner is directly elected by the public they are also subject to a duty to consult with victims and the wider community, but will need to maximise their understanding of the needs of local people. The brief suggests that a detailed victims' needs assessment has recently been commissioned and this will be critical information when determining the policing objectives in North Yorkshire.

## Objectives

The key objectives outlined in the project brief are:

- (a) That the Police and Crime Plan reflects the needs and requirements of the public and stakeholders and is 'evidence-based'.
- (b) That the themes emerging from the recent Joint Strategic Intelligence Assessment (JSIA) are 'tested' against the expectations of the public and stakeholders.
- (c) To identify clear priorities for the future and elicit public views on the proposed new Operational Policing Model, which is being reviewed by the new Chief Constable.

## Recommended Approach

As recognised in the project brief and key objectives the Police and Crime Plan should be evidence-based and informed by a comprehensive understanding of local needs, resources and priorities and consider the views of the public, partners and other stakeholders. This evidence base will be important not only in determining a clear set of priorities, but also in setting the framework for any specific commissioning activity or community safety grant allocations.

It will also complement the 'victims' needs assessment' providing a solid foundation to determine commissioning intent and how this translates into the delivery of priority services. The approach to commissioning and grant allocation will need to be responsive to ensure that it can meet future priorities that deliver a range of services that meets the needs of a diverse population. For this reason it is our belief that the approach should be inclusive as opposed to exclusive.

## Benefits of this approach

The review of the Police and Crime Plan and development of the new Operational Policing Model will be a shared endeavour between the Police and Crime Commissioner and the Chief Constable, yet respecting their different roles and functions. While the Police and Crime Plan sets the overall strategic direction for the force and acts as a tool for accountability the other is primarily concerned with executive implementation, which through innovative ways of exploiting new technology and working collaboratively with the public and partners can more effectively manage demand and deliver better services for less.

Our inclusive approach to the Police and Crime Plan will provide the evidence base to identify clear long term crime, community safety and criminal justice priorities for the area that will be accessible to a wide range of audiences. The Plan and OPM will require input from key partners via strategic planning events and a wide range of inputs and information sources will be used together with a variety of quantitative and qualitative engagement techniques to elicit the public and partner voice. There will be a collaborative approach to engagement, analytical input, design, commissioning and communication which will help ensure co-ordination across various plans and identify solutions to problems.

Specifically this approach will:

- Secure greater 'buy-in' from key partners to the priorities and OPM
- Produce a wider assessment of the feasibility and practicalities of implementing the plan through the new Operational Policing Model
- Ensure both are informed by specialist partner knowledge
- Ensure priorities will be informed by a rounded assessment of need, risk and threat potentially provide a longer lifespan for the Plan and OPM
- This inclusive and general approach will effectively revolve around three distinct but interdependent 'stages' of work that can be triangulated to provide the evidence base and assurance that the Police and Crime Commissioner requires. SMSR will work closely with the Police and Crime Commissioners' Office to ensure these objectives are fulfilled.

### **Initial Panning and Project Set Up**

Before embarking on these stages of work it would be advantageous for SMSR and NYOPCC team to attend a planning meeting to discuss all aspects of the review and provide an opportunity to:

- Meet with the key team members for the project;
- Confirm and expand on key objectives
- Discuss in more detail the format of the review and issues for exploration;
- Agree deliverables, timescales and schedule debriefing requirements;
- Consider the logistics of conducting the review in relation to working with police partners/other stakeholders.

### **Stage 1 – 'Literature Review / Data Synthesis'**

The Police and Crime Commissioner has a duty to have 'due regard' to the priorities of each Community Safety Partnership (CSP) and likewise each CSP must have regard to the priorities established by the PCC in the Police and Crime Plan. An alignment of planning cycles would help this process and we could work with the PCCs Office to establish a strategic planning event to ensure the identification and dovetailing of priorities.

We will therefore examine existing assessments of community need and analyses of threat, harm and risk. This will largely be obtained from the Joint Strategic Intelligence Assessment (JSIA) developed by the Force and the County Council. The JSIA will contain multi-agency data analysis to help identify the causes of crime as well as simply highlighting the symptoms and will capture common themes that can be tested through our primary research at Stage 3. This will be critically important to the Police and Crime Commissioner in shaping priorities that better engage key partners by reflecting issues that have obvious partner 'buy-in' such as drug and alcohol abuse.

The JSIA should also include elements of horizon scanning and community views which can be cross checked against our findings. In addition we would consider the Joint Strategic Needs Assessments (JSNAs) and resultant Health and Wellbeing Strategies which should also include qualitative information, such as people's experience of services or local areas and should move beyond presentation of data to analysis, prioritisation, and recommendations for evidence-based interventions.

The Local Strategic Partnership (LSP) Sustainable Communities Strategies will also provide a useful oversight of strategic thinking and vision for the area.

Finally as part of this stage we would review any documentation / research reports produced by Her Majesty's Inspectorate of Constabularies (HMIC) and the new College of Policing (Formerly the National Policing Improvement Agency) to try and identify evidence of 'what works' in policing that could also assist the PCC and Chief Constable when finalising the Police and Crime Plan and Operational Policing Model.

## Outcomes

The synthesising of these different sources of information, supplemented by population and deprivation data into a summary document should give a clear diagnosis of the problems and places that need addressing.

Those who have first-hand experience of the police service and wider criminal justice system will provide an invaluable 'sense-check' through the Victims' Needs Assessment and a valid counterpoint to the quantitative findings of the JSIA.

This first stage of analysis of relevant reports and policy documents and other relevant secondary sources identified by desk research will provide the PCC with a clear picture of the local policy context and emerging common themes across the police force area. It will be wider than just crime and disorder and address the wider needs of the population such as those at risk of offending, offenders and victims. This stage will also help direct the content and thinking behind the primary research, outlined at stage 3. Some evidence of 'what works' in policing will also provide a degree of assurance, particularly when triangulated with the results of stages 2 and 3.

## Stage 2 – 'Environmental Scan'

Although elements of environmental scanning will be included within the JSIA SMSR believe that a PESTELO type analysis can give a better understanding of the wider business environment in which the Police and Crime Commissioner and the Chief Constable are operating. This should raise awareness of the threats to ongoing performance and help to anticipate future difficulties, so that action to avoid or minimise their effect can be taken. It can alert the PCC and Chief Constable to promising initiatives or opportunities for the future and help shape the new Operational Policing Model.

Economic Factors for example would highlight the overall prospects for the economy and how this might impact on police funding and crime. Social Factors are more difficult to quantify and predict, as personal attitudes, values and beliefs are involved but demographic factors such as population growth, regional population shifts, change in the age distribution, deprivation indices, welfare reform can all be important factors impacting on crime and disorder. Technology can play a huge enabling role in the police service, harnessed towards assisting the overall priorities in the Police and Crime Plan. There is a need to consider which new technology will have the biggest impact on transforming the Force Operating Model.

SMSR can develop a simple framework for analysis that can be utilised by those who have the expertise in specific service areas. SMSR will analyse the findings and determine whether there are any significant trends or changes that are likely to have an impact on the performance of the Force from both a local and national perspective.

For example recent legislative change will see the dismantling of Probation Trusts and the creation of the National Probation Service and so-called Community Rehabilitation Companies (CRCs). Eventually the CRCs will be taken over by 'prime providers' through a competitive tendering process run by the Ministry of Justice. This could have a profound impact on re-offending rates and the ability of the PCC and Chief Constable to reduce crime rates. The contract package area (CPA) for North Yorkshire includes Humberside and Lincolnshire and if prime providers are paid by results then there could be drift of resources out of North Yorkshire. This risk will need to be managed.

### Outcomes

This type of analysis will enable the PCC and Chief Constable to gain an understanding of the wider environment in which it is operating and may be carried out as part of ongoing environmental scanning and / or risk management as part of wider strategic planning work. The aim is to provide information to assist those responsible for strategy development and decision making i.e. the PCC and Chief Constable. PESTELO analysis can be used in the context of overall organisational strategy, for example the Police and Crime Plan or Force Business Plan. The growth of online services, the digitisation of the CJS, the creation of the National Crime Agency, the impact of welfare reforms, the growth of the IPCC and new ethical standards are just some of the factors that would be considered as part of a comprehensive PESTELO analysis and will provide the strategic element that will complement our local data analysis (stage 1) and consultation with the public and partners (stage 3).

### Stage 3 – 'Public and Partner Consultation'

Policing is delivered with the consent, and ideally, the involvement of the public. The police force must be anchored in the communities in which it serves and asking the public for their views on policing and effectively co-designing the operational policing model is a start to encouraging and empowering the public to be key partners in identifying and solving some of the complex policing and community safety issues facing us.

The Government has already signalled its interest in getting neighbourhoods engaged with local policing and other public services through beat meetings for example and our approach will utilise such meetings.

Practically, we would propose an extensive quantitative survey of the public of North Yorkshire – many of those invited to comment could be retained as part of a dedicated "Citizens' Panel" for the Police and Crime Commissioner to consult when necessary. This will initially be a sample of 1,100, stratified as far as possible by location, key demographic and diversity strands to ensure each district and key groups are sufficiently represented. This would also give higher confidence levels in regards the overall and sub level findings.

These results could enable a more tailored style of policing that reflects the needs of particular areas/groups as rural communities for example might require a different style of policing to those living in more urban areas. The survey questionnaire would also be available on the PCCs website. The survey responses could also enable the identification of broad outcomes for the Police and Crime Plan for the whole of North Yorkshire with expectations for particular districts. This information would be triangulated with the Joint Strategic Intelligence Assessment findings.

- This would be supplemented by four focus groups with the public to explore in more detail the thinking expressed from the survey findings to develop a 'richer picture' of the key crime/community safety issues concerning local people. SMSR would recruit, facilitate and ensure good representation at each group and each group would cover the eight key locations across North Yorkshire.
- We will also conduct four stakeholder engagement workshops to examine the emerging themes and the proposed Operational Policing Model, again one group across two individual districts. We will endeavour where possible to use existing meeting arrangements (for example Community Safety Partnership Board meetings) to minimise the burden placed on senior personnel.
- If this is not sufficient in terms of engaging with more marginalised groups, in other words there is still a gap in our knowledge, then we will work with local organisations (advised by the PCC office) such as the Voluntary, Community and Social Enterprise Sector who are likely to have mature public engagement mechanisms which will include access to marginalised groups.

## Outcomes

This part of the research will provide the public view to cross reference with what the data and intelligence is telling us (stage 1) together with an analysis of future risks and opportunities (stage 2). The public survey is a robust and statistically significant foundation on which to build the Police and Crime Plan. There is surely a much better chance of improving public confidence, trust and satisfaction of police services (driven by the new OPM) if they are shaped on what the public value and want rather than what they don't value. This will provide the evidence, when considered with the other stages, that policing in North Yorkshire is delivered with and for communities rather than delivered to communities.

## Case studies of similar work

### 1. Police and Crime Plan Consultation for the PCC for Humberside

We have conducted similar studies for the Police and Crime Commissioner for Humberside to assist in the formulation of the first Police and Crime Plan in Humberside. This entailed a bespoke questionnaire designed in conjunction with the OPCC and distributed to a 6,000 strong Citizens' Panel. Results were analysed and draft themes considered by members of the public drawn down from the Citizens' Panel in each unitary authority area. This provided an opportunity to provide more context and rationale about why certain objectives were proposed for inclusion. As an example the development of Restorative Justice was included as a draft objective by the PCC.

This was included as a result of professional judgement and an increasing evidence base that RJ techniques can increase victim satisfaction and reduce re-offending rates. The public response from the survey was equivocal; many believing this to be a 'soft option', but once the context was explained in a focus group setting the majority of views changed.

### 2. Victim Service Consultation for the PCC for Lancashire

We have just successfully carried out a large scale service review of victims support services in Lancashire. SMSR were commissioned to undertake research to:

- Provide clear understanding of victim services
- Profile available victim data and benchmark satisfaction
- Ascertain requirements of a good 'support service'
- Identify gaps in current service provision
- Define what makes a 'top class' victim support service

The following approach was taken:

- Stage 1: Literature Review
- Stage 2: Profiling and Benchmarking
- Stage 3: Engaging with key stakeholders and service providers
- Stage 4: Capturing the victims experience

The approach ensured a robust consultation was carried out involving both victims and providers of services and all policy and previous research were included as part of the review, (including that of key partners) and both quantitative and qualitative approaches were combined to provide the Commissioner with clear outcomes and recommendations which in turn drove their draft strategy and commissioning intentions.

### 3. Consultation on Policing Priorities and the Precept for Nottinghamshire PCC.

SMSR carried out a series of public focus groups with residents from across Nottinghamshire to better understand what the priorities and concerns of local people were both across Nottinghamshire and for their local area. This was a follow-up to a telephone consultation which also identified priorities and expectations of policing. All findings were then reported back to the OPCC, which then helped the Commissioner draft and develop their Police and Crime Plan.

#### Analysis and Report Writing

A full and comprehensive report would be written taking into account each stage of the process that would address the objectives and deliverables outlined in the project brief. It would include key recommendations and conclusions for moving forward together with suggestions for an 'infrastructure' and methodology for more effective on-going consultation and engagement with the public of North Yorkshire.

This document would act as a definitive strategy document for decision making around the Police and Crime Plan priorities and the nature of the new Operational Policing Model. It is our view that the new Operational Policing Model should be determined by the direction of travel that will be set by the Police and Crime Plan. If the Police and Crime Plan represents the end destination, then the OPM (and of course key resourcing strategies – finance, people, technology, estates etc.) should provide the 'ways and means' to successfully arrive on time.

#### Project Management

The success of this project is very much driven by the management team leading and directing the various strands of the research mentioned above. We have therefore allocated the following dedicated resources to ensure the smooth running and completion of the review.

██████████ will be the Project Lead with a day to day overview of the research and overall delivery of the Project, supported by ██████████ who will work alongside ██████████ to ensure effective co-ordination of the project. SMSR will utilise other in-house employees including our Senior Data Analyst (██████████) and our Data Processing Manager ██████████.

In addition ██████████ (SMSR Founder) would be a dedicated resource for advising and challenging the process and the output and offering a strategic view to the outcomes and findings.

All project dynamics would be discussed and reviewed daily amongst the Project Team and an SMSR Director would attend a weekly meeting to ensure the review was progressing as expected. The core project team have a wealth of experience in both large-scale project management and police related research with over 70 years combined experience.

Key project personnel would attend all meetings and regular update and progress reports would be provided to the Police and Crime Commissioner's Office. We



strongly believe in regular and insightful communications and we would expect a North Yorkshire PCC point of contact to be allocated to feed frequent communications and information to.

Day Rates for each team member is as follows:

- [REDACTED] £500 per day
- [REDACTED] £500 per day
- [REDACTED] £400 per day
- [REDACTED] £400 per day
- [REDACTED] £350 per day

A summary of each key team member and their roles and responsibilities are highlighted below:

#### **[REDACTED] – Project Director**

Recently completed his MBA, [REDACTED] has over thirteen years public sector consultation experience and specialises in research at all levels but has a particular interest in policing. He is a member of the MRS and advises organisations on strategy and policy and carries out in-house training on both qualitative and quantitative research methods. He has worked for over a third of all UK forces and is a full member of the MRS. He also has a degree in Business and Research. [REDACTED] was the lead Director on the Lancashire Victim work and was heavily involved in the Humberside and Nottinghamshire Police and Crime Plan consultations and has strong contacts with numerous other PCC offices in an advisory and guidance role. [REDACTED] would have overall responsibility for the project and the timings involved.

#### **[REDACTED] – Project Advisor**

Our long-serving and highly experienced public sector expert and founder of SMSR [REDACTED] leads on our public sector thinking and works closely with Hull University and Hull City Council to promote and develop local thinking and to enable better partnerships. With over thirty years of social policy research experience he has a passion for driving change and best practice at local levels. [REDACTED] has been responsible for a number of police based conferences and works with key individuals on a national level to advise and guide on aspects such as the Victim Satisfaction Survey and analysis. [REDACTED] is a full member of the MRS.

#### **[REDACTED] – Project Manager**

[REDACTED] has six years' experience of managing projects for various public sector bodies including large scale service reviews. She has worked for over fifteen UK police forces and numerous local authorities. She has a first class degree in Social Sciences and has completed numerous MRS Summer school courses and is a member of the MRS. [REDACTED] has project managed the Lancs victim services review project; she also had a lead role in both the Humberside and Nottinghamshire projects and has a solid understanding of the PCC landscape, challenges and objectives.

### ██████████ - Senior Data Analyst

██████████ is our Senior Data Analyst and has worked for SMSR for more than eight years and is fully trained in both intermediate and advanced statistical analysis and modelling and is fully competent in working with and training on SPSS, SNAP, Excel and MerlinCo. She has a first class degree in Law and a Masters in International Business Law. She has responsibility for both internal and external training (SMSR are often commissioned to carry out research and analysis training for public sector bodies, which helps improve their in-house skill-set and the challenge of reducing costs mid-long term) and an analytical team supporting and responding to her direction.

### ██████████ - Data Processing Manager

██████████ has eight years' experience at SMSR in data management and processing. He leads the team that is responsible for all police framework based projects and is highly skilled to manage the requirements of any level of data processing and qualitative analysis.

### Timescale

SMSR would be available to commence work week commencing 10<sup>th</sup> February 2014 and we are conscious of the expected delivery date for report and recommendations of 31<sup>st</sup> March 2014. We do have concerns over the limited time to undertake such an important and detailed piece of work. We would like to discuss the option (and as highlighted earlier) of key Force experts conducting elements of the PESTELO analysis to assist in attaining the final deadline and SMSR would mainly just design eth framework and analysis the results.

We would fully expect the timescale and actions to be agreed in the initial project meeting but we consider the key tasks to be carried out as follows:

Activity	Date
Initial project meeting	w/c 10 <sup>th</sup> Feb
Literature Review/Analysis Framework	w/c 17 <sup>th</sup> Feb
Questionnaire Design / CATI Set-Up	w/c 17 Feb
Telephone Fieldwork	w/c 24 <sup>th</sup> Feb
Focus Groups	w/c 3 <sup>rd</sup> / 10 <sup>th</sup> march
Analysis	w/c 17 <sup>th</sup> March
Report Writing	w/c 24 <sup>th</sup> March

## Knowledge and Experience

SMSR has over twenty years' experience of working in the policing sector and we have now worked with over a third of all UK police forces. We currently are very proud to say that we work for the following forces and PCC's.

Greater Manchester Police  
Lancashire Constabulary  
Humberside Police  
West Yorkshire Police  
South Yorkshire Police  
North Yorkshire Police  
Sussex Police  
Essex Police  
Norfolk Constabulary  
Suffolk Constabulary  
Gloucestershire Constabulary  
West Mercia Police  
Lincolnshire Police  
Leicestershire Police  
Durham Constabulary  
Avon and Somerset Constabulary  
Cumbria Police  
Humberside PCC  
Nottinghamshire PCC  
Lancashire PCC  
Bedfordshire PCC  
Gloucestershire PCC

We have worked on a wide variety of projects for the aforementioned services which range from Victim Satisfaction Surveys to understanding confidence to organisational justice/staff engagement through to more detailed work such as service reviews, service transformation and data profiling.

## Budget

The following costs are based on the approach outlined above and taken into account the personnel being used as part of the project.

All costs exclude VAT charged at 20%.

### Literature Overview / PESTELO Framework

Process	Quantity	Unit Cost	£ Price
National/Local literature review, collation and review	4 days		
PESTELO Framework development and guidance	2 days		

### Telephone Research

Process	Quantity	Unit Cost	£ Price
CATI-Set-up			
Telephone Interviews (based on a 10-12 minute interview)	1,100		
Sample design/purchase			
Data Coding/Cleaning	1,100		

### Focus Groups

Process	Quantity	Unit Cost	£ Price
Focus Groups (including recruitment reminders, discussion guide development, travel, facilitation, transcription)	8		
Incentives (residents only)	40		

### Data Analysis/Report Writing

Process	Quantity	Unit Cost	£ Price
Data Analysis	6		
Report Writing	3		

## SMSR Revision Document

Based on conversations between the Commissioner and the Public Engagement Manager at NYOPCC, the following revisions have been made to the SMSR proposal for the Police and Crime Plan/OPM consultation.

It is our understanding that the JSIA's produced are not fully fit for the purpose of testing and laying the foundation for an evidence based platform for the revised Police and Crime Plan and in some instances are missed key strategy issues such as alcohol for example. Whilst the JSIA's produced are beneficial from an operational perspective, the lack of public and stakeholder input on specific priorities and a focus on partnership strategy, means that there is a lack of tangible and effective strategy and solutions to a more meaningful and better services across the partnerships. In essence developing a policy response.

We also understand that much of the work proposed as part of our literature review already exists and the Commissioner sees more value in increasing the focus away from this (utilising what is already available) and utilising the budget and time to focus on understanding the stakeholder landscape and the strengths, challenges and gaps within this landscape in terms of future partnerships, commissioning and service delivery. This would then lend itself to more direct engagement and discussions with stakeholders and in addition allow access and conversation with a wider range of 'hard to reach' groups.

Lastly, whilst the OPM is still a significant and developing piece of work, the focus of this consultation will be on the Police and Crime Plan, with the findings of this work feeding into OPM and this should be developed / finalised in the slipstream of this work.

The mapping and engagement with stakeholders may well need to be tailored to suit their preference rather than the other way around and it may be the qualitative approach takes in a combination of one to one interviews and/or a focus group approach, especially due to the short timescale for this work.

In summary the revised approach will be as follows:

Draw together the needs assessments/intelligence assessments that have already been undertaken by the Force and Community Safety Partnerships (CSPs) as well as Health and Wellbeing Boards (HWBs). We will also consider the Local Criminal Justice Board Plan and local Safeguarding Plans. This is useful preparation to develop possible Police and Crime Plan 'themes' to test with local stakeholders and the public for credibility. We will do some national 'horizon scanning' regarding the Strategic Policing Requirement and proposed Liaison and Diversion. It is the interrogation/unpicking of these documents (and any data you might have direct access to) that will identify key themes and where any additional assessment is required.

As mentioned, this process should lead to the formulation of draft police and crime objectives (or themes) and enable the creation of coherent and coordinated plans across North Yorkshire so that the PCC is working with rather than against other stakeholders. We will have in effect, aligned work streams (creating synergy and efficiencies) as opposed to parallel strategies which are competing for diminishing resources, and therefore diluting the efforts of all. This creation of themes (or objectives) will then involve a process of 'testing' or prioritisation through engagement with stakeholders and the public.

Map relevant stakeholders - CSPs, local HWBs, local CCGs and the individual agencies that make up these partnership bodies (i.e. local councils (adult and children's social services), education, probation, prisons, courts, NHS, Drug and Alcohol Action teams etc). We feel that you could assist in this process to some extent. As part of this work we would hope to provide some recommendations to simplify the partnership landscape to enhance commissioning and service delivery. We would then profile those to target for engagement and engage the general public; this would then form part of the triangulation to see if the themes identified seem sensible in the eyes of the public.

It is only once this process has ended and we have some consensus about what the key messages/themes of the Police and Crime Plan should be that we can begin to inform about what should/could be done to (future policy, strategy and interventions). We feel it is not SMSR's responsibility to determine what the policy response is – that is a matter for the PCC/Police and Partners to decide. SMSR will present the nature of the problems that the data/literature review/consultation results are telling us (the 'what' if you like) with others (PCC/Police etc) to determine 'the how'.

In terms of costs we have made the following changes:

### Budget

The following costs are based on the approach outlined above and taken into account the personnel being used as part of the project.

All costs exclude VAT charged at 20%.

#### Literature Review / Mapping

Process	Quantity	Unit Cost	£ Price
National/Local literature review – theme development	2 days		
Mapping of Services	2 days		

#### Telephone Research

Process	Quantity	Unit Cost	£ Price
CATI-Set-up			
Telephone Interviews (based on a 10-12 minute interview)	1,100		
Sample design/purchase			
Data Coding/Cleaning	1,100		

#### Focus Groups

Process	Quantity	Unit Cost	£ Price
Focus Groups* (including recruitment reminders, discussion guide development, travel, facilitation, transcription)	10		
Incentives (residents only)	40		

\*Will now include 2 hard to reach groups

#### Data Analysis/Report Writing

Process	Quantity	Unit Cost	£ Price
Data Analysis	6		
Report Writing	3		

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions, the following definitions apply:

- “PCC”** The Police and Crime Commissioner for North Yorkshire
- “Deliverables”** means all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);
- “Document”** means in addition to any document in writing, includes (but is not limited to) any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
- “Goods”** means the goods described in the Purchase Order;
- “Key Personnel”** means any person named on the Purchase Order as key personnel or any person who the PCC notifies the Supplier is to be regarded as key personnel during the provision of the Services;
- “Order Number”** means the unique number that appears on the Purchase Order;
- “Parties”** means the PCC and the Supplier;
- “Premises”** means any land or building where the Goods are to be delivered and/or the Services are to be performed as specified in the Purchase Order or as otherwise notified by the PCC to the Supplier;
- “Price”** means the price for the goods given in the Purchase Order;
- “Purchase Order”** means an order for the purchase of Goods and/or Services served by the PCC on the Supplier which includes a description of the Goods and/or Services, the price and any terms applying to the purchase of the Goods and/or Services which are additional to these Terms and Conditions;
- “Services”** means the services described in the Purchase Order (and including (but not limited to) any Deliverables to be provided by the Supplier under the Contract as set out in the Specification);



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- “Specification”** means in relation to Goods, any specification for the Goods (including any relevant plans or drawings) provided by the PCC to the Supplier; and, in relation to Services, the description or specification for Services produced by the Supplier and agreed in writing by the PCC;
- “Supplier”** means the person, firm or company whose name appears as the addressee in the Purchase Order; and
- “Terms and Conditions”** means these terms and conditions for the supply of Goods and/or Services.

- 1.2. In these Terms and Conditions, the following rules apply
- a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - a) references to a party includes its successors or permitted assigns;
  - b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
  - c) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. GENERAL

- 2.1. The Purchase Order constitutes an offer by the PCC to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions.
- 2.2. The offer shall be deemed to be accepted by the Supplier on the earlier of:
- a) the Supplier issuing written acceptance of the Purchase Order; or
  - b) any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date a contract (the **“Contract”**) shall become effective (the **“Effective Date”**).
- 2.3. These Terms and Conditions apply to the Contract the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4. Subject to clause 11.3, the Contract constitutes the entire agreement between the Parties relating to the supply of the Goods and/or Services and replaces all previous

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negotiations, agreements, understandings and representations whether oral or in writing. However nothing in the Contract shall limit or exclude any liability for fraud.

- 2.5. All of the Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6. In the event of any conflict between a clause in these Terms and Conditions and a term of the Purchase Order, the term of the Purchase Order shall prevail.

### 3. SUPPLY OF GOODS

- 3.1. The Supplier shall supply the Goods in accordance with the Purchase Order.
- 3.2. The Goods shall:
- a) be to the reasonable satisfaction of the PCC;
  - b) be fit and sufficient for all purposes for which such Goods are generally used and for any specific purpose made known to the Supplier by the PCC;
  - c) be of the same quality and description as any sample provided;
  - d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
  - e) comply with any requirements given on the Purchase Order and/or any Specification.

### 4. DELIVERY OF GOODS

- 4.1. The Supplier shall deliver the Goods to the address for delivery given in the Purchase Order.
- 4.2. Where the Supplier requires access to the PCC's Premises in order to deliver the Goods:
- a) the Supplier shall agree delivery times with the PCC in advance (unless the PCC agrees otherwise);
  - b) the Supplier shall comply with any rules or security requirements applied by the PCC in relation to access to its Premises.
- 4.3. Except where otherwise agreed by the PCC, delivery of the Goods shall include unloading the Goods at such place and in such manner as the PCC shall reasonably direct.
- 4.4. The Supplier shall deliver the Goods on or (where the PCC agrees) before the date or dates given in the Purchase Order. Unless the Purchase Order provides otherwise, the time of delivery is of the essence in this Contract and any failure to

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deliver the Goods by the date (or at the time) given in the Purchase Order shall entitle the PCC to give the Supplier notice terminating the Contract with immediate effect.

- 4.5. Without prejudice to the PCC's other rights and remedies under this Contract, property and risk in the Goods shall pass to the PCC on acceptance of delivery.
- 4.6. Any consignment of Goods dispatched by the Supplier for delivery to the PCC shall be accompanied by a delivery note prepared by the Supplier marked with the Order Number. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery, the number of packages, the content of the packages, the weight and volume of the packages and whether or not the packaging must be returned to the Supplier.
- 4.7. The Goods shall be appropriately packaged and clearly labelled. The labelling and packaging shall comply with any reasonable requirements of the PCC of which the Supplier is aware and with any statutory requirements. In particular, if the packages contain any material which is hazardous, noxious or dangerous this shall be clearly indicated.
- 4.8. All packaging shall be considered non-returnable and shall be destroyed unless the Supplier indicates in the advice note accompanying the consignment of Goods that the packaging will be charged for unless it is returned. The PCC shall only accept liability for packaging that does not arrive at the Supplier's premises following dispatch by the PCC if the Supplier informs the PCC of its non-arrival within 10 days of receiving notification from the PCC that the packaging has been despatched.
- 4.9. Where some or all of the Goods have been damaged in transit (or have failed to arrive at the PCC after dispatch by the Supplier) the Supplier shall either repair or replace the Goods in question (at the choice of the PCC) provided always that:
  - a) in the case of damage in transit the PCC has informed the Supplier of the damage within 30 days of receiving the Goods; and
  - b) in the case of non-delivery and where the Supplier has notified the PCC of the intended date of delivery, the PCC has informed the Supplier within 10 days of the notified delivery date that the Goods have not been received.

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- 4.10. The Supplier shall permit the PCC to inspect the Goods and shall provide all reasonable assistance to the PCC in undertaking an inspection.
- 4.11. The PCC shall not be taken to have waived any of its rights under this Contract (and in particular its right to reject the Goods) if it does not carry an inspection or if it approves the Goods following an inspection.
- 4.12. The PCC may, by written notice to the Supplier, reject any of the Goods which fail to meet the requirements of this Contract provided always that the PCC gives such notice within a reasonable time of receiving the Goods.
- 4.13. If the PCC rejects any of the Goods pursuant to this clause, it shall be entitled:
- a) to have the Goods concerned either repaired by the Supplier or (at the choice of the PCC) replaced by the Supplier with Goods which comply with this Contract; or
  - b) to obtain a refund of any payment it has made to the Supplier.
- 4.14. Subject to any alternative guarantee arrangements made between the PCC and the Supplier, the guarantee period applicable to the Goods shall be 12 months from the PCC putting the Goods into service or 18 months from delivery (whichever is shorter).
- 4.15. If, within the guarantee period or within 30 days thereafter, the PCC gives the Supplier written notice of any defect which arose within the guarantee period under proper and normal use of the Goods, the Supplier shall remedy such defect as quickly as possible (whether by repair or replacement, as the PCC shall choose) without cost to the PCC.
- 4.16. Any Goods rejected or returned to the Supplier shall be returned at the Supplier's expense.
- 4.17. Where the Purchase Order requires the Supplier to install the Goods at the PCC's Premises:
- a) the Supplier shall make no delivery of plant, materials or equipment and shall not commence any installation work without the prior consent of the PCC;
  - b) the Supplier shall carry out the installation work diligently and with reasonable skill and care;
  - c) the Supplier shall comply with the PCC's requirements relating to access to and use of its Premises and shall co-ordinate its work with

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any other employee or contractor who is carrying out work for the PCC;

- d) the Supplier shall keep the PCC's Premises clean and tidy at all times and shall remove all plant and unused materials when the installation work is complete.

4.18. The PCC shall have the power at any time during any installation works to give notice to the Supplier requiring:

- a) the removal from its premises of any materials which are hazardous or noxious or not in accordance with the Contract;
- b) the substitution of proper and suitable materials; and/or
- c) the removal and re-execution of any installation work or any Goods which are not in accordance with the Contract.

**5. SUPPLY OF SERVICES**

5.1 The Supplier shall provide the Services set out in the Purchase Order.

5.2 In performing the Services the Supplier will be an independent contractor and nothing in the Contract shall render the Supplier, or any of its staff, an employee, worker, agent or partner of the PCC and the Supplier (and shall procure that anyone providing the Services) shall not hold itself out as such.

5.3 The Supplier shall perform the Services:

- a) with reasonable care and diligence;
- b) in accordance with industry best practice and using the best available techniques and standards;
- c) using staff who have appropriate skills, qualifications and experience;
- d) using the appropriate number of staff;
- e) in compliance with all applicable laws and regulations and all necessary licences and consents (and including, where reasonably required by the PCC, any security policies of the PCC); and
- f) to the reasonable satisfaction of the PCC.

5.4 The Supplier shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with the PCC. All plant, equipment and materials shall be at the Supplier's risk. The Price shall include the costs of haulage of plant, equipment and material to the

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- PCC's Premises and their removal and 'making good' the PCC premises after removal after the Services are complete.
- 5.5 The Supplier shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of the PCC without the prior written consent of the PCC.
- 5.6 The Supplier shall carry out the Services for the period and/or in accordance with the timescales set out in the Purchase Order. In the event that the Purchase Order does not specify any timescales, the Supplier shall comply with any reasonable timescales notified by the PCC.
- 5.7 The PCC may by written notice require the Supplier to execute the Services in such order as the PCC may reasonably decide. In the absence of such notice the Supplier shall submit such detailed programmes of work and progress reports as the PCC may from time to time require.
- 5.8 The Supplier shall notify the PCC immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.
- 5.9 In the event that the Supplier fails to meet a date or dates set out in the Purchase Order it shall, on the request of the PCC, and without prejudice to the PCC's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the PCC.
- 5.10 The PCC may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the PCC does not comply with the Purchase Order or these Terms and Conditions in any material way.
- 5.11 If the PCC rejects all or part of the Services under clause 5.9, it shall serve a notice on the Supplier stating the reasons for such rejection.
- 5.12 Following receipt of a notice of rejection of the Services, the Supplier shall have 7 days (or such other period as the Parties may agree in writing) during which the Supplier shall correct the faults which caused the notice of rejection to be issued.
- 5.13 If the Supplier fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of the PCC within 7 days, the PCC shall be entitled to terminate this Contract or any part of the Services.

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- 5.14 The Supplier shall remove and/or re-execute (at the choice of the PCC) any work that has been rejected by the PCC.
- 5.15 The PCC may require the immediate removal from its premises of anything delivered by the Supplier which, in the reasonable view of the PCC, is hazardous or noxious. The Supplier shall comply with any such request at its own expense.

**6 CONTRACTOR'S PERSONNEL**

- 6.1 The Supplier shall make Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior written approval of the PCC.
- 6.2 If and when requested by the PCC, the Supplier shall provide the PCC with a list of the names and addresses of any person being used to provide the Services specifying, in each case, the capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence as the PCC may reasonably require.
- 6.3 The Supplier shall comply with any notice reasonably given by the PCC stating that a person named in the notice is not to be involved any further in the provision of the Services. The Supplier shall replace any such person with someone of equivalent skills and qualifications.
- 6.4 The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of any act of Parliament relating to discrimination in employment. The Supplier shall take all reasonable steps to secure the observance of these provisions by all servants, sub-contractors or agents of the Supplier.

**7 PCC'S OBLIGATIONS**

- 7.1 The PCC shall:
  - a) provide the Supplier with reasonable access at reasonable times to the PCC's premises for the purpose of delivery of the Goods and/or providing the Services; and
  - b) provide such information as the Supplier may reasonably request for the provision of the Goods and/or Services and the PCC considers

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reasonably necessary for the purpose of providing the Goods and/or Services.

**8 CHARGES AND PAYMENT**

- 8.1 The price for the Goods:
- a) shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Effective Date; and
  - b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the PCC. No extra charges shall be effective unless agreed in writing and signed by the PCC.
- 8.2 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the PCC, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.2.1 In respect of Goods, the Supplier shall invoice the PCC on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the PCC on completion of the Services. Each invoice shall include such supporting information required by the PCC to verify the accuracy of the invoice, including but not limited to the relevant Order Number. Invoices shall be addressed to the PCC at the address set out on the Purchase Order.
- 8.2.2 In consideration of the supply of Goods and/or Services by the Supplier, the PCC shall pay the invoiced amounts within 30 days of the date of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.2.3 All amounts payable by the PCC under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the PCC, the PCC shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts

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in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

- 8.3 If the PCC fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the PCC disputes in good faith.
- 8.4 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the PCC to inspect such records at all reasonable times on request.
- 8.5 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the PCC in order to justify withholding payment of any such amount in whole or in part. The PCC may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the PCC to the Supplier.

## **9 INTELLECTUAL PROPERTY**

- 9.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of the Goods and/or Services (including for the avoidance of doubt the Deliverables) are hereby assigned to and shall vest in the PCC.
- 9.1 Save where the Goods and/or Services use documentation and materials supplied by the PCC, the Supplier warrants that none of the documentation and materials used or created as part of the Goods and/or Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.
- 9.2 The Supplier shall obtain waivers of all moral rights in the products (including for the avoidance of doubt the Deliverables) of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

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- 9.3 The Supplier shall, promptly at the PCC's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the PCC may from time to time require for the purpose of securing for the PCC the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the PCC in accordance with this clause 9.
- 9.4 The Supplier shall indemnify the PCC against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which the PCC may incur as a result of or in connection with any breach of this clause 9.
- 9.5 This clause shall survive the termination of the Contract.

**10 HEALTH AND SAFETY**

- 10.1 The Supplier warrants and represents that:
- a) it has satisfied itself that all necessary examinations have been made prior to delivery of the Goods to ensure that the Goods are designed and constructed so that they can be used without risk to health and safety and
  - b) that it has made available to the PCC adequate information about any conditions necessary to ensure the Goods can be used safely and without risk to health.
- 10.2 The Supplier shall indemnify the PCC against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which the PCC may incur as a result of or in connection with any breach of clause 10.1.
- 10.3 The Supplier shall notify the PCC of any health and safety hazards that may arise in connection with the performance of this Contract.
- 10.4 The PCC shall notify the Supplier of any health and safety hazards which may exist or arise at its premises and which may affect the Supplier. The Supplier shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.
- 10.5 Where the Services are being carried out at land or premises owned or occupied by the PCC, the PCC shall notify the Supplier of any health and

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safety hazards which may exist or arise at its premises and which may affect the Supplier. The Supplier shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

**11 CONFIDENTIALITY AND OFFICIAL SECRETS**

- 11.1 The Supplier undertakes to comply and to procure that its employees comply with the provisions of the Official Secrets Acts 1911 to 1989.
- 11.2 Subject to clause 21, the Supplier undertakes to keep secret and not to disclose and to procure that its employees, sub-contractors and agents keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information that is already in the public domain or the possession of the Supplier other than by reason of breach of this clause.
- 11.3 Clause 11.2 shall not apply where the Supplier has entered (or shall enter) into a separate agreement with the PCC regarding the confidentiality or non-disclosure of information (a “**Confidentiality Agreement**”) and the terms of such Confidentiality Agreement shall apply to this Contract.
- 11.4 This clause shall survive the termination of the Contract.

**12 ENVIRONMENTAL MATTERS**

- 12.1 The Supplier confirms that:
  - a) the process used in the manufacture of the Goods relied on minimal use of ozone depleting substances, toxic chemicals and other pollutants including lead, methyl chloroform and formaldehyde;
  - b) that minimal dependence has been made on non-renewable natural resources such as non-sustainably produced hardwoods;
  - c) in the manufacture of the Goods and in the choice of any packaging for the Goods, it has given preference to Goods that have maximum recyclability or, where cost effective recycling is impracticable, maximum biodegradability.

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**13 INDEMNITY AND INSURANCE**

- 13.1 Without prejudice to any rights or remedies of the PCC the Supplier shall indemnify the PCC against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the PCC may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or any negligence or breach of this Contract by the Supplier.
- 13.2 The Supplier warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the indemnities under this Contract. At the request of the PCC the Supplier shall produce the relevant policy of insurance together with evidence of payment of its latest premium.
- 13.3 This clause 13 shall survive the termination of the Contract.

**14 CHANGE CONTROL**

- 14.1 There shall be no change to the amount of or description of the Goods and/or Services or the Price unless the PCC has issued a new purchase order in substitution for the Purchase Order. These Terms and Conditions shall apply to any new purchase order and the new purchase order shall become the "Purchase Order" for the purpose of this Contract from the moment it is received by the Supplier.
- 14.2 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the PCC and the Supplier.

**15 ASSIGNMENT AND SUB-CONTRACTING**

- 15.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the PCC.
- 15.2 No sub-contracting of this Contract shall in any way relieve the Supplier of its obligations under the Contract.
- 15.3 Where the Supplier enters a sub-contract with a supplier or contractor for the purpose of performing this Contract it shall ensure that the sub-contract

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has a term requiring the Supplier to pay the supplier or contractor within 30 days of receipt of a valid invoice.

- 15.4 The PCC may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

**16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 16.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

**17 TERMINATION**

- 17.1 Without limiting its other rights or remedies, the PCC may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of receipt of notice in writing of the breach;
  - b) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent

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amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- e) the Supplier (being an individual) is the subject of a bankruptcy petition order;
- f) a creditor or encumbrance of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- h) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 17.1 (b) to (j) (inclusive);
- k) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- l) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

17.2 Without limiting its other rights or remedies, the PCC may terminate the Contract:

- a) in respect of the supply of Services, by giving the Supplier 1 months written notice; and
- b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the PCC shall pay the Supplier fair and reasonable compensation for any work in progress

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on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

- 17.3 In any of the circumstances in these Conditions in which the PCC may terminate the Contract, where both Goods and Services are supplied, the PCC may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

## **18 CONSEQUENCES OF TERMINATION**

- 18.1 On termination of the Contract or any part of it for any reason:
- a) where the Services are terminated, the Supplier shall immediately deliver to the PCC all Deliverables, whether or not then complete, and return all PCC Materials. If the Supplier fails to do so, then the PCC may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
  - b) the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **19 WAIVER AND CUMULATIVE REMEDIES**

- 19.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

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- 19.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**20 NOTICES**

- 20.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be delivered in person or sent by post. Communications must be sent to the address for communications given in the Purchase Order (which may be altered at any time by the altering Party giving the other Party 15 days notice of a changed address). Communications to the PCC must be sent to the address given for the buyer contact in the Purchase Order and not to the address for invoices.
- 20.2 A notice or communication shall be deemed to have been received 3 days after posting in the case of first class delivery and 5 days after posting in the case of second class delivery unless the receiving party proves otherwise.
- 20.3 This clause 20 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

**21 FREEDOM OF INFORMATION ACT 2000**

- 21.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, the content of this Contract is not confidential information. The PCC shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.
- 21.2 Notwithstanding any other clause of this Contract, the Supplier hereby gives consent for the PCC to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 21.3 The Supplier shall promptly provide all reasonable assistance to the PCC to enable the PCC to comply with any request received under the Freedom of Information Act 2000.

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21.4 The Contractor shall 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 Supplier as confidential should be disclosed under the Freedom of Information Act 2000.

**22 GOVERNING LAW**

22.1 Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the courts of England.

**23 ANTI-BRIBERY**

23.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “**Relevant Requirements**”);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 23.1(b), and will enforce them where appropriate;
- (d) promptly report to the PCC any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract; and
- (e) Immediately notify the PCC in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this contract.

23.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures

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from such person terms equivalent to those imposed on the Supplier in this clause 23 (the "Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the PCC for any breach by such persons of any of the Relevant Terms.

- 23.3 Breach of this clause 23 shall be deemed a material breach of the Contract.
- 23.4 For the purpose of this clause 23, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively. For the purpose of this clause 23, a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.
- 23.5 On reasonable request the Supplier shall promptly certify to the PCC in writing signed by an officer of the Supplier, compliance with this clause 23 by the Supplier and all persons associated with it under clause 23.2. The Supplier shall provide such supporting evidence of compliance as the PCC may reasonably request.

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PROTECT CONTRACTS

**Form of Agreement**

**THIS AGREEMENT** is made on 3 March 2014 between **The Police and Crime Commissioner for North Yorkshire** ("The Commissioner") of 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST and SMSR of [REDACTED]

**BACKGROUND**

The Commissioner wishes to arrange for the provision of **Public Consultation – Police and Crime Plan / Operational Policing Model**

The Commissioner has accepted a Quotation by the Contractor for the Service.

**IT IS AGREED:**

1. In this Agreement words and expressions shall have the meanings assigned to them in the Conditions of Contract referred to in Clause 1.
2. The following documents ("the Contract Documents") shall be deemed to form and be construed as part of this Agreement:
  - The Form of Agreement
  - The Invitation to Quote including the Specification and the Contract Conditions
  - The Contractor's Response dated 17 December 2013 and Pricing Schedule
3. In consideration of the payments to be made by the Commissioner to the Contractor as provided in the Contract Documents the Contractor agrees with the Commissioner to undertake to the entire satisfaction of the Commissioner the provision of the Service in accordance with this Agreement.
4. The Commissioner agrees with the Contractor to pay the Contractor in consideration of the provision of the Service such sums as are provided at the times and in the manner provided for by the Contract Documents.

**Signed** .....  
 (Authorised) (Position)

.....  
 (Print Name) (Date of Signature)

**on behalf of SMSR**

**Signed** .....  
 (Authorised (Position)

.....  
 (Print Name) (Date of Signature)

**on behalf of Police and Crime Commissioner for North Yorkshire**

