

## VLA Disclosure policy on Procurement and Contract related information

### General procurement information

Information type	Discussion	Possible exemption	Relevant Case Law (non-UK)	Default disclosure decision
Information on suppliers compiled from widely available sources (eg product catalogues, press stories)	Already in the public domain, so clear exemption applies.	21	None known	Generally withhold
Information on suppliers aggregated from knowledge gained VLA through its supplier dealings (eg performance over several contracts). Also includes derived information (eg opinions drawn from data)	If the aggregated information is critical of a supplier and released, it could (but may not) damage commercial interests. If it were known that only information relating to suppliers generally performing well would be disclosed, a refusal to disclose aggregated information on a particular supplier would effectively identify them as performing badly.	43	None known	Generally withhold
Information obtained from suppliers and not generally available (future product info, research plans, financial details).	This information will generally have been specifically requested by VLA and supplied with a reasonable expectation it would not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.	41, 43,	None known	Generally withhold
Identity of VLA suppliers	No justification not to release and this information is published on our website as part of the VLA Publication Scheme. Information on suppliers of animals to be used under the Animals (Scientific Procedures) Act 1986 and of products directly related to the use and care of these animals will not be disclosed on the grounds that it might encourage action by animal rights activists.	43		Generally withhold, refer applicant to website
Expenditure by supplier	Annual expenditure for the preceding financial year, where this exceeded £10,000, is published on our website as part of the VLA Publication Scheme.			Generally withhold, refer applicant to website
Information on expenditure by product area	Annual expenditure for the preceding financial year .			Generally withhold, refer applicant to website
Information on framework contracts for product areas	Details on incumbent suppliers and contract renewal dates are published on our website as part of the VLA Publication Scheme.			Generally withhold, refer applicant to website
Procurement-related procedures	Details of VLA procurement policies, supplier grading process and tendering procedures are published on our website as part of the VLA Publication Scheme.			Generally withhold, refer applicant to website

**Initiation information (start of procurement planning up to readiness to issue bid documentation)**

Information type	Discussion	Possible exemption	Relevant Case Law (non-UK)	Default disclosure decision
Requirements information	Early disclosure of requirements, unless part of the procurement strategy, could prejudice the tendering process and give unfair advantage to some suppliers.	43	None known	Generally withhold in phase

**Tender information (release of tender documents up to selection of preferred bidder)**

Information type	Discussion	Possible exemption	Relevant Case Law (non-UK)	Default disclosure decision
All tender management documentation, with the following exceptions	This covers the typical documentation generated during management of selection. Demonstrates procurement was properly managed, but release during tendering could damage process.	43	None known	Generally withhold in phase. Disclose when contract let
All information received from tenderers	This covers tender documents, correspondence, negotiation notes, etc	43, 41	None known	Generally withhold in phase (thereafter, see table for following phase)
All evaluation information	Covers evaluation reports	43	None known	Generally withhold in phase (thereafter, see table for following phase)

**Contract negotiation information (successful bidder notified up to contract signature)**

Information type	Discussion	Possible exemption	Relevant Case Law (non-UK)	Default disclosure decision
Tender information received from unsuccessful bidders	This covers tender documents, (inc prices). Non-UK case law indicates not in public interest to disclose, but if sensitive information is removed the exemption should no longer be applicable. Information as a whole could promote better bidding practice by indicating why some tenders are weaker than others.	43, 41	Ireland & Australia	Generally disclose after contract signature, except for information identified as sensitive (list for 'successful bidders' indicates these areas)
Tender evaluation information on unsuccessful bidders (inc ranking)	Provided any commercially sensitive information is removed, the exemption should no longer be applicable.	43	Ireland & Australia	Generally disclose
Identity of unsuccessful bidders	Non-UK case law says no exemptions apply (unless security/H&S related).	31, 38, 43,	Ireland	Generally disclose (unless security/ H&S related)
Evaluation information for successful bidders	Non-UK case law decided in favour of public interest disclosure.	43	Ireland & Australia	Generally disclose
Tender information received from successful bidder, with the exceptions below	General tender information, including total tender price (but not supplier's costing information, see below). Note that if cost information could be deduced from price information (eg consultancy, where total price = days * day rate), then consultation may be needed before a decision on disclosure is reached.	43, 31, 38	Ireland	Generally disclose (unless security/H&S related)
Payment terms	Non-UK case law is unclear what this covered in the particular case	43	Ireland	Generally disclose after contract signature
Information on the supplier's approach to the work	Non-UK case law here is unclear, but this is assumed to only apply where the supplier has a unique approach that could be considered a 'trade secret'.	43	Ireland	Generally disclose except for information agreed as 'trade secret'
Financial models	For more complex work, detailed models of how the cash flow for both the authority and supplier would be managed over the life of the contract (eg recovering low initial capital charges through incentivised support work).	43	None known	Generally withhold
Price breakdown	Price breakdowns, without knowledge of the underlying financial model, could be misleading and need proper presentation.	43	None known	Generally withhold (until no longer sensitive)
CVs and reference sites	CV's are likely to come under the Data Protection Act. Reference site information was probably supplied to the bidder in confidence.	43, 41		Generally withhold
Information on supplier's costing mechanisms	This covers information relating to profit margins, day rates (where used to calculate a fixed price), overhead costs, etc. This may give advantage to a competitor.	43, 41	None known	Generally withhold
Information relating to Contract negotiation	Covers correspondence, meeting minutes, e-mails, contract change notices, etc. Decision will depend on sensitivity and content, and should not comprise suppliers negotiations with sub-contractors or the VLA's negotiations with any third parties.	43	None known	Generally disclose except for information agreed as commercially sensitive, with time limits

### Contract delivery information (from start of work to completion)

Information type	Discussion	Possible exemption	Relevant Case Law (non-UK)	Default disclosure decision
All contract management documentation, with the following exceptions	This covers the typical documentation generated during management of the contract. Demonstrates contract was properly managed.	None	None known	Generally disclose
Project Issue and Risk logs	These may contain critical info about suppliers	43	None known	Generally withhold in phase. Decide by case thereafter
Exception reports	These may contain critical info about suppliers. Disclosure could prejudice process (due to a reluctance to raise/accept)	43	None known	Generally withhold in phase
Lessons learnt report	These may contain critical information about suppliers. Disclosure could prevent candour and hence restrict valuable info.	43		Generally withhold
Contract information (general)	Non-UK case law indicates that it is in the public interest to disclose <b>all</b> contract information, including total contract price and performance indicators.	43, 41, 31, 38	Ireland & Australia + decisions under CoP	Generally disclose (unless security/H&S related), but see below for exceptions
Contract information requiring particular attention:				
Price breakdown	See under tender info in previous table	43		Generally withhold (until no longer sensitive)
Service level agreements	Information provides key indicator that proper management is in place. Strong public interest element, probably low commercial impact	43, 41, 31, 38		Generally disclose
Performance measurement procedures	As above, with possibly even lower commercial impact			Generally disclose
Incentive mechanisms	Information provides key indicator that proper management is in place. Details of the mechanisms may be considered sensitive by suppliers, but there is a strong public interest element in disclosure. Summary information should be considered.	43, 41		Generally disclose
Sums recovered	Stronger commercial argument, since it would indicate financial risk to which company is exposed. Subsequent knowledge of performance would mean financial impact could be deduced, possibly affecting company's financial position	43, 41		Generally withhold
Pricing mechanisms	Covers milestone payments, price variation mechanisms (eg fee rate increases per year). Case law supports release of this information, based on public interest in disclosure.	43, 41		Generally disclose

**Contract delivery information (from start of work to completion) - continued**

Information type	Discussion	Possible exemption	Relevant Case Law (non-UK)	Default disclosure decision
Dispute resolution procedures	Information provides key indicator that proper management is in place. Strong public interest element, probably low commercial impact			Generally disclose
Invoicing arrangements	Probably no commercial impact, so exemptions unlikely to apply. However, if they did, it is difficult to see any public interest in non-disclosure.			Generally disclose
Contract management arrangements	Information provides key indicator that proper management is in place. Strong public interest element, probably low commercial impact			Generally disclose
Exit strategies and break options	Information provides key indicator that proper management is in place. Strong public interest element, probably low commercial impact			Generally disclose
Sub-contractor details	Covers their identity, management arrangements, flow-down of contract conditions			Generally withhold (except for their identity)
Assessing or reporting on contract performance	This covers information relating to performance against SLAs, KPIs SPAs, benchmarks, etc. Mostly relevant to longer term service provision. Overall, likely to be in public interest to release, but financial sensitivity for supplier needs to expire.	43	None known	Generally disclose after 2 years
Information on sums recovered	Where contracts have liquidated damages clauses, the information possible is a) have damages been imposed, b) the amounts involved. The former could arguably be disclosed, but the likelihood is that the latter could then be deduced from other information. The latter is probably commercially/financially damaging but only for a definable period. Ombudsman decided in favour of release in a case involving Capita.	43, , 39	None known	Generally disclose after 2 years
Information on contract management	Covers progress review minutes, reports, correspondence. More relevant to start/end projects. Disclosure may be in public interest, but supplier reputation could suffer if major project known to be delayed (with fall in share price, loss of bids in progress, etc). Also, important that such information is put in context (eg delay may be due to new requirements or other valid reasons).	43	None known	Generally disclose
Product/service verification procedures	Covers details of test documentation, eg strategy, procedures, acceptance plans. Also covers building acceptance/commissioning plans. Possible 'trade secret' and IPR issues, esp. for service companies. Release of detailed procedures to competitors effectively enables re-use by them, possibly giving them competitive advantage.	31, 38	None known	Generally disclose except where 'trade secrets' agreed
Product/service verification results	Covers results from above activities. Same comments as above, as procedures may be deduced from results	31, 38	None known	Generally disclose except where 'trade secrets' agreed
Contract change information	Same arguments as for contract. Disclosure of all information likely to be in the public interest	43, 31, 38	None known	As for contract