



Northamptonshire Police and Crime Commission

Freedom of Information Act

Request Response

No. 003791 /14

Question

1. Please provide an update and any relevant documentation concerning the progression of providing a single provider for the provision of victim and witness services.

The Office of the Northamptonshire Police and Crime Commissioner wish to appoint a single provider to provide Victim and Witness Services to Northamptonshire. The provision of services for victims and witnesses in Northamptonshire spans across a variety of agencies and contracts, including police provision of witness care and some domestic abuse services, nationally provided services such as Victim Support and Rape Crisis and a variety of organisations in the voluntary, community and faith sector. In January 2012 the Ministry of Justice (MoJ) published a consultation paper entitled "Getting it right for victims and witnesses" which outlined proposals for the future delivery of victim and witness services across the country. One particular aspect contained within the document was the proposal that responsibility for the delivery of services would reside at a local level under a commissioning framework to be defined by the newly appointed Police and Crime Commission. The Office of the Northamptonshire Police and Crime Commission (OPCC) are building upon this key recommendation. As part of the Police and Crime Plan created in March 2013, the OPCC have included a strand entitled "Putting Victims First" which articulates how it will improve the services offered to Victims and Witnesses. In conjunction with the MoJ, the OPCC have agreed to become an "early adopter" of the service and as such are working towards an implementation date of 1st October 2014 for the new Victim and Witness Service to come on line.

Answer

Please find attached a copy of the Invitation to Tender. In addition to this, further information can be found at:

<http://www.northantspcc.org.uk/docs/exec/PCC%20Executive%20Order%2041.pdf>

<http://www.northantspcc.org.uk/#!/News/23769>

East Midlands Strategic Commercial Unit



EAST MIDLANDS STRATEGIC COMMERCIAL UNIT

INVITATION TO TENDER FOR

VICTIM AND WITNESS SERVICES NORTHAMPTONSHIRE

REFERENCE NUMBER

AS PUBLISHED IN THE RELEVANT OJEU CONTRACT NOTICE: 2014/S 068-117100

BLUELIGHT REF: 9HSH-BLQDXF

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1 Glossary

“Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings:”

TERM	MEANING
“Lead Commissioner or Participating Authority or Commissioner”	means the East Midlands Strategic Commercial Unit (EMSCU) procuring on behalf of the Office of the Police & Crime Commissioners for Nottinghamshire, Derbyshire and Northamptonshire or associated police force.
“Conditions of Tender”	means the terms and conditions set out in this ITT relating to the submission of a Tender
“Contracting Bodies”	Means the Lead Commissioner or Participating Authority or Commissioner and any other contracting authorities described in the OJEU Contract Notice
“Contract”	means the form of agreement concluded between the Lead Commissioner or Participating Authority or Commissioner and the Contractor, in respect of the provision of the Goods and or Services following any award under the procurement exercise
“Due Diligence Information”	means the background and supporting documents and information provided by the Lead Commissioner or Participating Authority or Commissioner for the purpose of better informing the Tenderers’ responses to this ITT
“EIR”	mean the Environmental Information Regulations 2004 (as may be amended) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 (as may be amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Invitation to Tender” or “ITT”	means this invitation to tender documentation and all related documents published by the Lead Commissioner or Participating Authority or Commissioner and made available to Tenderers and includes the Due Diligence Information
“OJEU Contract Notice”	means the advertisement 2014/S 068-117100 issued in the Official Journal of the European Union
“Order”	means an order for services served by any Contracting Body on the Provider
“Other Contracting Bodies”	means all Contracting Bodies except the Lead Commissioner or Participating Authority or Commissioner
“Provider”	means the organisation(s) admitted to the Contract
“Public Buying Organisation”	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
“Tender”, “Response”,	means the Tenderers formal offer in response to this ITT

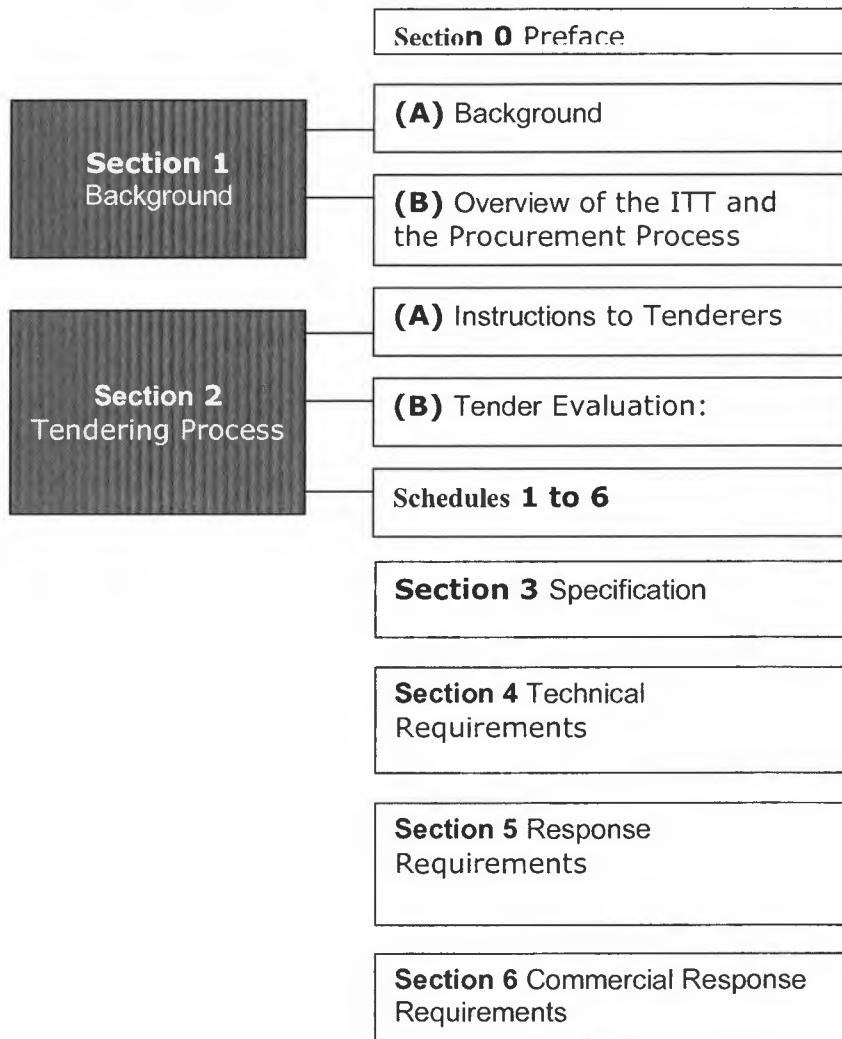
“Tender Response”, “Tendered Response” or “ITT Response”	
“Tenderers”	means the organisations being invited to respond to this ITT
“Terms and Conditions of Contract”	Means the Lead Commissioner or Participating Authority or Commissioner’s terms and conditions of contract that will apply to any future agreement made with a Provider as a result of this ITT.

2 Table of Abbreviations

In this ITT the following abbreviations are ascribed the meanings detailed in the table below

ABBREVIATION	MEANS
ITT	Invitation to Tender
KPI	Key Performance Indicator
MI	Management Information
OGC	Office of Government Commerce
OJEU	Official Journal of the European Union
PBO	Public Buying Organisation

3 Structure of the ITT Document



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1 Introduction

1.1 OJEU notice – 2014/S 068-117100

The Office of the Northamptonshire Police and Crime Commissioner wish to appoint a single provider to provide Victim and Witness Services to Northamptonshire.

The provision of services for victims and witnesses in Northamptonshire spans across a variety of agencies and contracts, including police provision of witness care and some domestic abuse services, nationally provided services such as Victim Support and Rape Crisis and a variety of organisations in the voluntary, community and faith sector.

In January 2012 the Ministry of Justice (MoJ) published a consultation paper entitled "Getting it right for victims and witnesses" which outlined proposals for the future delivery of victim and witness services across the country.

One particular aspect contained within the document was the proposal that responsibility for the delivery of services would reside at a local level under a commissioning framework to be defined by the newly appointed Police and Crime Commission.

The Office of the Northamptonshire Police and Crime Commission (OPCC) are building upon this key recommendation. As part of the Police and Crime Plan created in March 2013, the OPCC have included a strand entitled "Putting Victims First" which articulates how it will improve the services offered to Victims and Witnesses.

In conjunction with the MoJ, the OPCC have agreed to become an "early adopter" of the service and as such are working towards an implementation date of 1st October 2014 for the new Victim and Witness Service to come on line.

Broadly the Northamptonshire PCC vision is as follows:

Vision

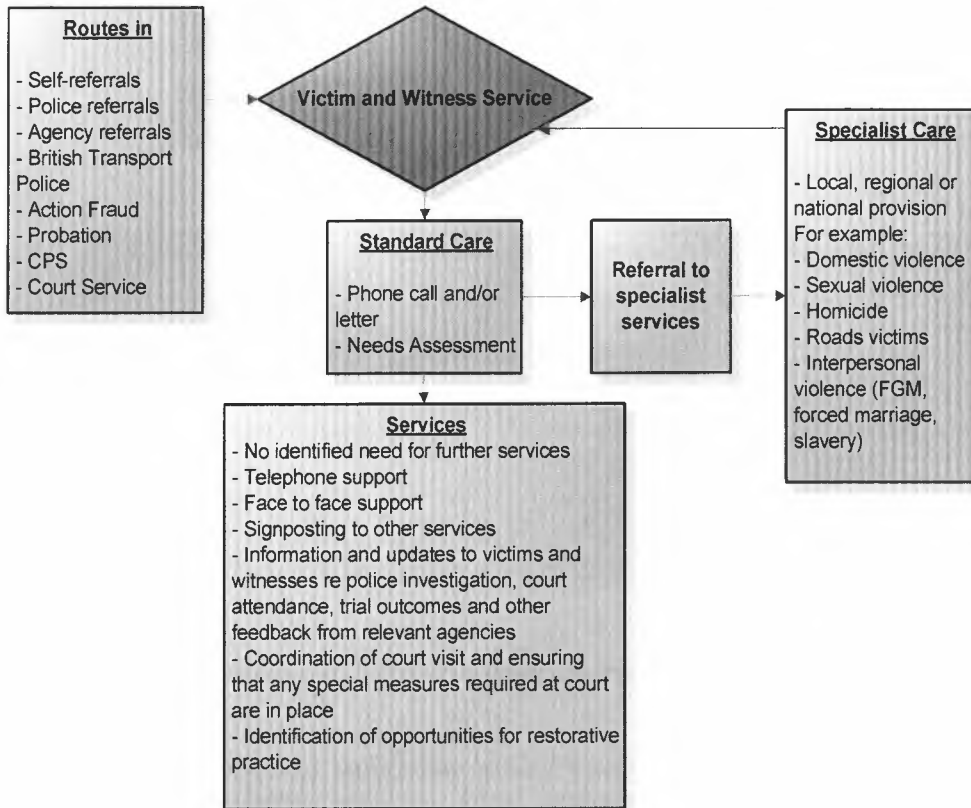
Victims and witnesses in Northamptonshire receive a service from highly skilled professionals that provides all the information, guidance, support and specialist help they need, when they need it.

To enable the vision, the proposed model for the Witness and Victim Service is to deliver the following:

- To provide a single umbrella organisation coordinating and providing a range of support and information services (incorporating the existing services of the Witness Care Unit within Northamptonshire Police, linking to the nationally commissioned Witness Services in the courts and to the victim liaison services provided by Probation and the Crown Prosecution Service)
- To provide a named point of contact for victims and witnesses liaison
- To advocate and liaise with specialist victim services
- To liaise with criminal justice agencies to ensure the needs of victims and witnesses are met
- To provide regular feedback on progress, where applicable, through police investigation and criminal justice processes

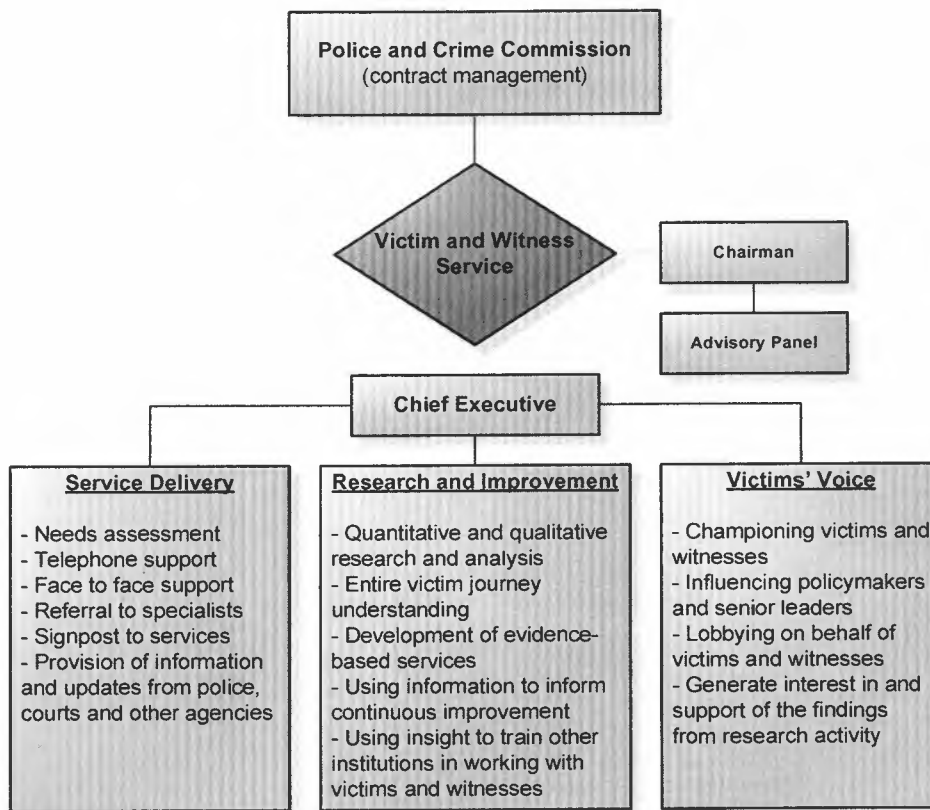
- To provide an access point and manage the implementation of restorative practices
- To provide training for front line practitioners

The following diagram demonstrates how the proposed model will work.



To deliver the vision, Northamptonshire PCC have devised a framework which consists of three distinct strands; Service Delivery (as described above), Research and Improvement and Victims' Voice.

The following diagram shows the proposed governance model for how the Victim and Witness Service will operate under the auspices of the Police and Crime Commission and the levels of governance which will be in place to ensure an effective service. The Chief Executive, which will initially be funded by the PCC, will have responsibilities across the three strands of victim and witness services; overseeing high quality and efficient service delivery; a commitment to research, independent evaluation and continuous improvement; and ensuring the voices of victims and witnesses continue to be heard.



2 The Lead Commissioner or Participating Authority or Commission

The Office of the Northamptonshire Police and Crime Commissioner published its Victims' Voice Report in September 2013. In the report were a number of recommendations for how the provision of Victim and Witness services should be managed. The Police and Crime Commissioner is committed to implementing a service that provides a single supportive line of communication between victims, witnesses and the justice system thereby ensuring that the victims and witnesses of Northamptonshire are delivered a service which is staffed by highly skilled professionals able to provide all the information, guidance, support and specialist help they need, when they need it.

2.2 The Lead Commissioner or Participating Authority or Commissioner, shall actively manage the resulting the Contract key activities including: contract review meetings; KPI management and analysis of management information provided.

3 Comprehensive Spending Review and Savings

The Government's Comprehensive Spending Review (CSR) applied to Government Departments and Police Forces since October 2010 has resulted in substantial reductions to spending budgets up to 2015. As a consequence, Police Forces have received a 4% cut in Central Government funding per annum for this period. Similar levels of budgetary controls are expected to be maintained beyond 2015. To protect front line services, Police Forces must obtain significant efficiency savings in relation to all third party spend. Therefore, the overall objective of this tender exercise is to

secure greater value for money than was received by any previous arrangement preceding it.

4 Use of Electronic Tendering Site

- 4.1 The Lead Commissioner or Participating Authority or Commissioner is utilising an electronic tendering tool to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Lead Commissioner or Participating Authority or Commissioner including the submission of Tenderers responses will be conducted via Bluelight www.bluelight.gov.uk

Section 1 – Part B Overview of the Invitation to Tender and the Procurement Process

1 Introduction

- 1.1 The Lead Commissioner or Participating Authority or Commissioner wishes to establish a single provider Contract for the provision of Victim and Witness service for Northamptonshire. The Lead Commissioner or Participating Authority or Commissioner is managing this procurement process in accordance with the Public Contracts Regulations 2006 (as amended) (the “Regulations”). This is a services contract being procured under the Open procedure.
- 1.2 Section 2 contains the Instructions to Tenderers and the conditions of this ITT.
 - 1.2.1 There are also a number of certificates contained in the Schedules at Section 2 for you to confirm the basis on which your Tender is submitted.
 - 1.2.2 In addition, Section 2 contains a checklist for you to use to check that you have included the correct information that you should complete and return with the Tender Response.
- 1.3 Section 3 contains the Specification.
- 1.4 Section 4 contains the Technical Requirements.
- 1.5 Section 5 contains the Response Requirements. This sets out how the Tenderer must respond to the Specification and the Technical Requirements.
- 1.6 Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the conditions of Tender. Non-compliant Tender Responses may be rejected by the Lead Commissioner or Participating Authority or Commissioner. Tender Responses which are deemed by the Lead Commissioner or Participating Authority or Commissioner to be fully compliant will proceed to evaluation. These will be evaluated using the selection criteria and weightings detailed in the matrix set out at paragraph 2 of Section 2 (B).
- 1.7 Following evaluation of the compliant Tenders and approval of the outcome the Lead Commissioner or Participating Authority or Commissioner intends to single Provider to enter into a Contract.

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Section 2- Part A Instructions to Tenderers

1 General

- 1.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please submit all requests for information and correspondence regarding this tender, to the East Midlands Strategic Commercial Unit electronically via the electronic tendering site www.bluelight.gov.uk
- 1.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 1.3 All material issued in connection with this ITT shall remain the property of the Lead Commissioner or Participating Authority or Commissioner and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Lead Commissioner or Participating Authority or Commissioner or securely destroyed by the Tenderer (at the Lead Commissioner or Participating Authority or Commissioner's option) at the conclusion of the procurement exercise.
- 1.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5 The Tenderer shall not make contact with any other employee, agent or consultant of the Lead Commissioner or Participating Authority or Commissioner who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Lead Commissioner or Participating Authority or Commissioner.
- 1.6 The Lead Commissioner or Participating Authority or Commissioner shall not be committed to any course of action as a result of:
 - issuing this ITT or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Lead Commissioner or Participating Authority or Commissioner (whether directly or by its agents or representatives) and any other party.
- 1.7 Tenderers shall accept and acknowledge that by issuing this ITT the Lead Commissioner or Participating Authority or Commissioner shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.

1.8 The Lead Commissioner or Participating Authority or Commissioner reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.

1.9 Tenderers will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their Tenders and/or responses to this ITT regardless of whether or not a contract is awarded.

2 Bidders' Conference

2.1 A Bidders' Conference will be held on the 16th April 2014 @ 14:00 – 18:00hrs in The Green Room, Northamptonshire Police Headquarters, Wootton Hall, Northampton, NN4 0JQ. The conference will provide Tenderers with an opportunity to seek clarification on any matters relating to the ITT and the requirements in an open forum.

As space is at a premium, please nominate a maximum of two key personnel to attend. Details of those attending must be provided to the East Midlands Strategic Commercial Unit electronically using the Discussion function within the e-tendering site www.bluelight.gov.uk by no later than 12:00 noon 11th April 2014.

3 Confidentiality

3.1 Subject to the exceptions referred to in paragraph 3.2, the contents of this ITT are being made available by the Lead Commissioner or Participating Authority or Commissioner on condition that:

3.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;

3.1.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

3.1.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

3.1.4 Tenderers shall not undertake any publicity activity within any section of the media.

3.2 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

3.2.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

3.2.2 The Tenderer obtains the prior written consent of the Lead Commissioner or Participating Authority or Commissioner in relation to such disclosure, distribution or passing of Information; or

- 3.2.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or
- 3.2.4 The Tenderer is legally required to make such a disclosure.
- 3.3 In paragraphs 3.1 and 3.2 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 3.4 The Lead Commissioner or Participating Authority or Commissioner may disclose detailed information relating to Tenders to its officers, employees, agents or advisers. The Lead Commissioner or Participating Authority or Commissioner also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the FoIA, as explained in paragraphs 4.1 to 4.3 below).

4 Freedom of Information

- 4.1 In accordance with the obligations and duties placed upon public authorities by the FoIA and the EIR, the Lead Commissioner or Participating Authority or Commissioner may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FoIA, or the EIR be required to disclose information submitted by the Tenderer to the Lead Commissioner or Participating Authority or Commissioner.
- 4.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
- 4.2.1 clearly identify such information as commercially sensitive;
- 4.2.2 explain the potential implications of disclosure of such information; and
- 4.2.3 provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 4.3 Where a Tenderer identifies information as commercially sensitive, the Lead Commissioner or Participating Authority or Commissioner will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Lead Commissioner or Participating Authority or Commissioner may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Lead Commissioner or Participating Authority or Commissioner is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Lead Commissioner or Participating Authority or Commissioner cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 4.4 Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Lead Commissioner or Participating Authority or Commissioner and the Tenderer should not attempt to answer the request without first consulting with the Lead Commissioner or Participating Authority or Commissioner.

5 Tender Validity

- 5.1 Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

6 Timescales

- 6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Lead Commissioner or Participating Authority or Commissioner does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
02/04/2014	OJEU Notice and ITT to be advertised by the Lead Commissioner or Participating Authority or Commissioner
1200 GMT 11/04/2014	Deadline to confirm attendance at bidders conference
16/04/2014	Bidders conference
24/04/2014	Deadline for Tenderers to confirm intention to submit ITT Response
02/04/2014	Clarification period opens
22/04/2017	Clarification period closes
1200 GMT 07/05/2014	Closing date and time for receipt by the Lead Commissioner or Participating Authority or Commissioner of Tenderer Responses to the ITT
15/05/2014	Evaluation of ITT Responses commences
02/06/2014	Notification of proposed appointment to Contract Award
12/06/2014	Expiry of standstill period required under Regulation 32 of the Public Contracts Regulations 2006
20/06/2014	Appointment of Provider to Contract
01/07/2014	Commencement Date of Contract
01/07/2014 – 30/09/2014	Implementation
01/10/2014	Project Live

7 Lead Commissioner or Participating Authority or Commissioner's Contact Details

- 7.1 Unless stated otherwise in these Instructions or in writing from the Lead Commissioner or Participating Authority or Commissioner, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the Lead

Commissioner or Participating Authority or Commissioner electronically as detailed in paragraph 1.1 above.

- 7.2 All communications should be clearly headed 'Invitation to Tender for Victim and Witness Services Northamptonshire' and include the name, contact details and position of the person making the communication.

Requests for Tender clarifications must be submitted in accordance with the procedure set out in paragraph 16 – Queries Relating to Tender.

8 Intention to Submit a Tender

- 8.1 Tenderers must indicate electronically via the electronic tender site that they intend to submit a Tender and be bound by the Conditions of Tender at the address provided at paragraph 1.1 above no later than 24th April 2014.

- 8.2 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate that they decline the tender electronically via the electronic tender site.

9 Preparation of Tender

- 9.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Lead Commissioner or Participating Authority or Commissioner, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

- 9.2 Tenderers are required to complete and provide all information required by the Lead Commissioner or Participating Authority or Commissioner in accordance with the Conditions of Tender and the ITT. Failure to comply with the Conditions and the ITT may lead the Lead Commissioner or Participating Authority or Commissioner to reject a Tender Response.

- 9.3 The Lead Commissioner or Participating Authority or Commissioner relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

- 9.4 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services and their Tenders, without reliance upon any opinion or other information provided by the Lead Commissioner or Participating Authority or Commissioner or their advisers and representatives. Tenderers should notify the Lead Commissioner or Participating Authority or Commissioner promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

10 Submission of Tenders

- 10.1 The Tender must be submitted in the form specified in the Form of Tender instructions in Section Two: Schedule One. Failure to do so may render the Response non-compliant and it may be rejected.
- 10.2 The Lead Commissioner or Participating Authority or Commissioner may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified in paragraph 10.4.
- 10.3 Any extension granted under paragraph 10.2 will apply to all Tenderers.
- 10.4 You must submit your Tender via the Lead Commissioner or Participating Authority or Commissioner's e-tendering site at www.bluelight.gov.uk no later than 1200 GMT 7th May 2014 (the "**Deadline**"). Tenders may be submitted at any time before the closing date. Tenders received before this Deadline will be retained unopened until the opening date.
- 10.5 The Tender and any documents accompanying it must be formatted in ADOBE read only format and be in the English language.
- 10.6 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 10.7 The Lead Commissioner or Participating Authority or Commissioner does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- 10.8 Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.

11 Canvassing and conflicts of interest

- 11.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Lead Commissioner or Participating Authority or Commissioner or its members or any of its officers or members concerning the establishment of the Framework Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.
- 11.2 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer (and including any employee, servant, agent, supplier or sub-contractor) and their advisors, and the Lead Commissioner or Participating Authority or Commissioner (or its members or any of its officers or members) and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Lead Commissioner or Participating Authority or Commissioner.

12 Disclaimers

- 12.1 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

12.2 Neither the Lead Commissioner or Participating Authority or Commissioner, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- (b) accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

12.3 Any persons considering making a decision to enter into contractual relationships with the Lead Commissioner or Participating Authority or Commissioner, following receipt of the ITT should make their own investigations and their own independent assessment of the Lead Commissioner or Participating Authority or Commissioner and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraph 16 of this ITT.

12.4 Any Contract concluded as a result of this ITT shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

13 Collusive Behaviour

13.1 Any Tenderer who:

- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- (b) communicates to any party other than the Lead Commissioner or Participating Authority or Commissioner the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- (d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Lead Commissioner or Participating Authority or Commissioner and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

14 No Inducement or Incentive

- 14.1 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Framework Agreement or any other contractual agreement.

15 Acceptance and Admission to the Contract

- 15.1 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Lead Commissioner or Participating Authority or Commissioner and the Lead Commissioner or Participating Authority or Commissioner confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Lead Commissioner or Participating Authority or Commissioner execute the Contract in the form set out in Schedule 6 or in such amended form as may subsequently be agreed.
- 15.2 The Lead Commissioner or Participating Authority or Commissioner shall be under no obligation to accept the lowest or any Tender.

16 Queries Relating to Tender

- 16.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with paragraph 16.3 of these Instructions.
- 16.2 The Lead Commissioner or Participating Authority or Commissioner will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulation 2006 (as amended) require that Contracting Authorities respond to any request for clarification at least 4 days' before the deadline for receipt of Tenders. In order to satisfy this requirement, the Lead Commissioner or Participating Authority or Commissioner has designated a specific window of time to deal with clarification requests from Tenderers
- 16.3 Clarification requests can be submitted via the e-mail facility within the e-tendering site from 2nd April 2014.
- 16.4 No further requests for clarifications will be accepted after 22nd April 2014.
- 16.5 In order to ensure equality of treatment of Tenderers, the Lead Commissioner or Participating Authority or Commissioner intends to publish the questions and clarifications raised by Tenderers together with the Lead Commissioner or Participating Authority or Commissioner's responses (but not the source of the questions) to all participants on a regular basis.
- 16.6 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Lead Commissioner or Participating Authority or Commissioner at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Lead Commissioner or Participating Authority or Commissioner's response, the Lead Commissioner or Participating Authority or Commissioner will:

16.6.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with the Lead Commissioner or Participating Authority or Commissioner's response to be circulated to all Tenderers; or

16.6.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

16.7 The Lead Commissioner or Participating Authority or Commissioner reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

17 Amendments to Tender Documents

17.1 At any time prior to the deadline for the receipt of Tenders, the Lead Commissioner or Participating Authority or Commissioner may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Lead Commissioner or Participating Authority or Commissioner to all prospective Tenderers by 22nd April 2014. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Lead Commissioner or Participating Authority or Commissioner may, at its discretion, extend the Deadline for receipt of Tenders.

18 Late Tenders

18.1 Any Tender received at the designated point after 1200 GMT 7th May 2014 may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

19 Modification and Withdrawal

19.1 Tenderers may modify their Tender prior to the Deadline by giving notice to the Lead Commissioner or Participating Authority or Commissioner in writing via electronic submission to the electronic tender site. No Tender may be modified subsequent to the Deadline for receipt.

19.2 The modification notice must state clearly how the Lead Commissioner or Participating Authority or Commissioner should implement the modification and must be submitted in accordance with the provisions of paragraph 10.4.

19.3 Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Framework Agreement. The notice to withdraw the Tender must be in writing and sent electronically to the Lead Commissioner or Participating Authority or Commissioner via the electronic tendering site.

20 Right to Reject/Disqualify

20.1 The Lead Commissioner or Participating Authority or Commissioner reserves the right to reject or disqualify a Tenderer where:

- (a) the Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; or PQQ; and/or

- (b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the PQQ and/or the Tender process; and/or
- (c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

21 Right to Cancel, Clarify or Vary the Process

- 21.1 The Lead Commissioner or Participating Authority or Commissioner reserves the right to:
- (a) amend the terms and conditions of the ITT process,
 - (b) cancel the evaluation process at any stage; and/or
 - (c) require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected),

22 Customer References

- 22.1 Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the Lead Commissioner or Participating Authority or Commissioner may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited.

23 Notification of Award

- 23.1 The Lead Commissioner or Participating Authority or Commissioner will notify the successful Tenderer(s) of their admission to the Contract Award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Public Contracts Regulations 2006 (as amended) within 48 days of the award of the contract.

24 Debriefing

- 24.1 Following the conclusion of the Tender Process, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the Lead Commissioner or Participating Authority or Commissioner in writing that they wish to be debriefed. The Lead Commissioner or Participating Authority or Commissioner will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.
- 24.2 Where an unsuccessful Tenderer requests, in writing and no later than midnight on the second working day after being informed of the conclusion of the Contract Award, the reasons why that Tenderer was unsuccessful, the Lead Commissioner or Participating Authority or Commissioner will provide details of the characteristics and relative advantages of the successful Tender(s).

25 Statement of Compliance

A Statement of Compliance can be found at Section 2, Schedule Five. This will be used by the Lead Commissioner or Participating Authority or Commissioner for checking the completeness of all returned Tenders in accordance with the said

Schedule Five. Tenderers shall ensure a response is provided for each item listed on the Statement of Compliance. Failure to do so may result in the Tenderer being disqualified from the award process.

26 Contractor - Vetting Requirements

All staff who are instructed to work on this contract must be vetted by Northamptonshire Police prior to commencement of the contract. The Contractor must also ensure that a Vetting Form is submitted for every sub-contractor employee who will be appointed to work on this contract.

Immediately upon being notified of a successful tender award the contractor shall apply to Northamptonshire Police to be supplied with the appropriate number of Vetting Application Forms. A fully completed Vetting Form must be submitted for every member of staff who will be instructed to work on this contract.

Payment must be made on application by attaching a cheque to the vetting application form issued by the relevant Force

The current vetting fees applicable to this contract are as follows:

Non Police Personnel Vetting (NPPV3) Level 1 is £180.00 per applicant inclusive of VAT. Form as per Appendix C

Section 2 – Part B Tender Evaluation

1 Introduction

- 1.1 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

Account will also be taken of any factors which may impact on the Tenderers suitability that emerge from the tendering process and relate to information previously provided by the Tenderer as part of the pre-qualification process. If the Tenderers circumstances have changed significantly from the position stated in the PQQ this may lead to the Tenderer no longer being able to participate further in the Tender process.

2 Evaluation of Tenders

- 2.1 Tenderers' Responses to the questions contained in the Response Requirement and their Response to the Specification along with pricing information and any other information, specifically related to the evaluation of Tenders and requested by the Lead Commissioner or Participating Authority or Commissioner in this ITT will be evaluated against 7 of high level criteria, details of which can be found in Table 2.2 below:

TABLE 2.2: HIGH LEVEL EVALUATION CRITERIA FOR SELECTION	
CRITERION	PERCENTAGE WEIGHTINGS
Fully compliant ITT submission with all documentation completed and provided	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Grounds for Mandatory Rejection	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Grounds for Discretionary Rejection	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Price	30%
Specification	30%
Technical Requirements	20%
Technical Requirements (mandatory Information Requests)	20%

- 2.2 PRICE – There is an overall total of 30% of the marks available for price. This is to be calculated against only prices submitted by otherwise compliant bids against the average of these. The calculation therefore is $20 + (20 \times \text{median conforming offer price} - \text{offer price}) / \text{median conforming offer price}$. The purpose of the 20 is to represent the median score. Therefore, a price of less than the median conforming offer price will receive a score greater than 20, whilst a higher price will receive a score of less than 20. Upper and lower scoring caps are applied at 40 and zero.

- 2.3 The Tenderers response to the areas of the evaluation criteria relative to the Requirements and Questionnaire elements of the contract, and as detailed in the Specification will be scored as follows:

Each section to be scored on the basis of 0 – 4 where -:

Score	Description
0	No answer provided
1	Minimal or poor response provided and/or a totally inadequate response to the question(s) or area of evaluation.
2	Passable response provided to the question(s) and an acceptable level of content provided to meet the area of evaluation.
3	Good response provided to the question(s) and clear acceptable content provided to meet the area of evaluation.
4	Excellent response provided to the question(s) providing significant additional relevant content to meet the area of evaluation.

- 2.4 The evaluation team will consist of:

- Lorraine Worthington-Allen – Senior Category Manager, East Midlands Strategic Commercial Unit
- Iain Britton – Assistant Commissioner for Justice, Northamptonshire Police and Crime Commission
- Laura Knight – Policy Director, Victims and Justice, Northamptonshire Police and Crime Commission
- Matt Chester – Policy Director, Commissioning and Performance, Northamptonshire Police and Crime Commission
- Justin Banbury – Victim and Witness Service Project Manager, Northamptonshire Police and Crime Commission

- 2.5 Tenderers will be awarded the contract who, in the opinion of the Lead Commissioner or Participating Authority or Commissioner at the conclusion of the evaluation, offers the most economically advantageous Tender(s) to the Lead Commissioner or Participating Authority or Commissioner having regard to the award criteria set out in table 2.2 above.

3 Evaluation Process

- 3.1 The evaluation process will feature some, if not all, the following phases:

3.1.1 Phase 1 – Compliance Checks

(a) Receipt and Opening

ITT Responses will be formally logged upon receipt in accordance with the Lead Commissioner or Participating Authority or Commissioner's procurement procedures. Any ITT Response that is received at the designated point after the deadline may be rejected and not considered for evaluation.

(b) Compliance Check

A small team from the Lead Commissioner or Participating Authority or Commissioner's Strategic Commercial Unit will then check the Statement of Compliance; completion of which is mandatory. Tenderers are required to

confirm in the Statement of Compliance that they have provided a Response including, where applicable, any evidence requested against each of the requirements, as directed, in the Specification, the Technical Requirements, the Response Requirements and the Commercial Response Requirements. In the event that a Tenderer is unable to provide a positive response for any of the requirements, or a detailed reason as to why a positive response cannot be given, the Lead Commissioner or Participating Authority or Commissioner may either exclude the Tenderer from further participation in the evaluation process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the evaluation process.

The evaluation of Tenders will, as applicable, proceed through some, or all of the following phases of evaluation:

3.1.2 Phase 2 – Independent Evaluation of Tender Responses

- (a) Qualitative/Technical Evaluation
- (b) Quantitative/Commercial Evaluation

3.1.3 Phase 3 - Moderation of Scores

Moderation and merging of qualitative and quantitative evaluation scores/rankings to produce preliminary ranking

3.1.4 Phase 4 - Bidder Presentations/Clarification Meetings

3.1.5 Phase 5 – Customer References

Taking up of written customer references

3.1.6 Final moderation meeting to moderate and merge scores gathered from Customer Reference Site Visits and/or written reference to produce final ranking.

3.1.7 Evaluation Report and Recommendation

3.1.8 Approvals

4 Award of Contract

4.1 The Lead Commissioner or Participating Authority or Commissioner will inform all Tenderers in writing via the e-procurement messaging tool of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract will be formally awarded to the successful Tenderer(s).

4.2 All unsuccessful Tenderers will be provided with an “unsuccessful letter” writing via the e-procurement messaging tool at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:

- the award criteria;
- the score of the Tenderer with reasons

- the name of the successful Tenderer/s and why that Tenderer was successful;
- the score for the successful Tenderer/s with reasons.

4.3 Unsuccessful Tenderers will be able to seek a debrief in accordance with paragraph 24.

Schedule 1: Form of Tender

TO BE COMPLETED BY THE TENDERER –All sections in green

To: *[Tenderer to insert name and address of Lead Commissioner or Participating Authority or Commissioner]*

Date: *[Tenderer to insert date]*

PROVISION OF: *[Tenderer to insert title of requirements from front sheet of ITT]*

REFERENCE NUMBER: *[Tenderer to insert OJEU Contract Notice reference from front sheet of ITT]*

To: The Lead Commissioner or Participating Authority or Commissioner

From: *[Tenderer to insert name of organisation submitting Tender]*

Having examined the ITT, Terms and Conditions of Contract and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender). I/We hereby offer to provide [insert details of supply/services/goods and services as per front sheet of ITT] as specified in Section 3 – Specification and/or Section 4 - Technical Requirements at the prices shown in the Section 6: Schedule 7 - Charges for the term of three years and in accordance with the provisions of the Agreement. If this offer is accepted I/we will execute documents in the form of the Contract Agreement within 30 days of being called upon to do so.

I/We have taken account of subsequent amendments numbered [insert number of first amendment] to [insert number of last amendment] inclusive [and/or] Information Release [insert number of first Information Release] to [insert number of last Information Release].

I/We confirm that I/we agree with the Lead Commissioner or Participating Authority or Commissioner in legally binding terms to comply with the provisions relating to confidentiality set out in paragraphs 3.1 to 3.4 of the ITT.

In compliance with your requirements as set out in your ITT I have completed and enclose the following documents:

SECTION TWO: SCHEDULE ONE: FORM OF TENDER
SECTION SIX: SCHEDULE SEVEN: CHARGES AND SAVINGS
SECTION SIX: SCHEDULE EIGHT: COMPANY DETAILS
SECTION SIX: SCHEDULE NINE: REFERENCES

In compliance with the requirements set out in your ITT, which I confirm I have read and fully understand. I also confirm that I have complied with the specific requirements set out in the documents detailed in the table below:

SECTION 2: SCHEDULE TWO: COLLUSIVE TENDERING
SECTION 2: SCHEDULE THREE: CANVASSING AND CONFLCITS OF INTEREST
SECTION TWO: SCHEDULE FIVE: TENDER RESPONSE AND STATEMENT OF COMPLIANCE

This Tender shall remain open for acceptance by the Lead Commissioner or Participating Authority or Commissioner for a period of [insert number] days as Section 2: Paragraph 5.1 after the due date for return of tenders specified in the ITT.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out in Section 2; Schedules 2 to 5 inclusive.

Signed for and on behalf of the above named Tenderer:

Signature:

Position:

Signature:

Position:

Date:

Schedule 2: Collusive Tendering

TENDER FOR SUPPLY OF *[insert details of supply/services/goods and services as per front sheet of ITT]*

The essence of the public procurement process is that the Lead Commissioner or Participating Authority or Commissioner shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1: Form of Tender I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

Communicate to a party other than the Lead Commissioner or Participating Authority or Commissioner the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

the word "person" includes any person, body or association, corporate or incorporate

the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

Schedule 3: Canvassing and conflicts of interest

TENDER FOR SUPPLY OF *[insert details of supply/services/goods and services as per front sheet of ITT]*

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of the Lead Commissioner or Participating Authority or Commissioner in connection with the award of the Frameworks Agreement for the *[goods/services/goods and services]* and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not prior to the conclusion of the Provider selection process canvass or solicit any member, employee, agent or provider of the Lead Commissioner or Participating Authority or Commissioner in connection with the award of the Contract for the *[goods/services/goods and services]* or any proposed Call Off Contract for the provision of the *[goods/services/goods and services]* and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We hereby confirm that no conflicts of interest exist between the Tenderer (and including any employee, servant, agent, supplier or sub-contractor and our advisors) and the Lead Commissioner or Participating Authority or Commissioner (or its members or any of its officers or members and its advisors). I/we acknowledge that failure to comply with this requirement may result in disqualification from the procurement at the discretion of the Lead Commissioner or Participating Authority or Commissioner.

Schedule 4: Mandatory and Discretionary Rejection

Grounds for mandatory rejection

Important Notice:

In some circumstances the EMSCU is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA);	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 ⁵ or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption	
(c) the offence of bribery, where the offence relates to active corruption;	
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010	
(e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities ⁷ , within the meaning of	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	

(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or	
(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969	
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006	
(ix)	making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006	
(f)	money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; or	
(g)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996	
(h)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994	
(i)	any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State	
	"active corruption" means corruption as defined in Article 3 of the Council Act of 26 May 1997 or Article 3(1) of Council Joint Action 98/742/JHA)	

Grounds for discretionary rejection

Important Notice.

The EMSCU is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the EMSCU in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Please state 'Yes' or 'No' to each question.

Is any of the following true of your organisation?	
(a) <u>Being an individual</u> is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order] made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
(b) <u>being a partnership</u> constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	
(c) <u>being a company</u> or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state	
Has your organisation	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	

(b)	committed an act of grave misconduct in the course of your business or profession;	
(c)	failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	
(d)	failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
(e)	been guilty of serious misrepresentation in providing any information required of you under Regulations 23-27 of the Public Contracts Regulations 2006, or has not provided such information in response to a request by a contracting authority (as defined in the Public Contracts Regulations 2006)?	
(f)	to the best of your knowledge, any director or senior officer with any personal or financial connection to any member or senior officer of Northamptonshire Police	

Schedule 5: Financial Information and Insurance

1	FINANCIAL INFORMATION	
1.1	<p>The EMSCU will carry out an Independent Financial check on all applicants using Experian software. Therefore, your audited accounts will not be required at this stage unless a financial rating can not be obtained. Please indicate which of the following you would be willing to provide:-</p> <p>(please indicate which one by ticking the relevant box)</p>	
	<i>A copy of your audited accounts for the most recent two years</i>	
	<i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i>	
	<i>A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position</i>	
	<i>Alternative means of demonstrating financial status if trading for less than a year</i>	
2	INSURANCE	
	Please provide details of insurance held and enclose a copy of the relevant insurance certificates	
3.1	Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £5 million. Please confirm that you have this in place.	Yes/No
3.2	Copy of Employer's liability insurance certificate enclosed	Yes/No
3.3	You are required to hold Public Liability Insurance for an amount not less than £5 million for any one incident. Please confirm that you have this in place.	Yes/No
3.4	Copy of Public liability insurance certificate enclosed	Yes/No

Schedule 6: Tender Response and Statement of Compliance

Tenderers to Note:

The Tenderer's Response to the Specification (Section 3); the Technical Requirements (Section 4); the Commercial Requirements and Schedules 4, 5, 7, 8, & 9 and the Statement of Compliance forms the basis against which the Tenderer's Response to the ITT will be compliance checked and evaluated. The following Statement of Compliance provides Tenderers with a list of the key areas within their response that **must** be addressed. Tenderers shall ensure that their overall Response includes evidence of providing/addressing **all** of these areas. Tenderers **must ensure** that a yes response is given against each area and the table of Schedules. In the event that a Tenderer is unable to provide a yes response, the Tenderer shall provide a detailed reason as to why a response cannot be given. The Lead Commissioner or Participating Authority or Commissioner may seek to clarify Responses given by a Tenderer but reserves the right to reject any Tender Response, which fails to meet this initial compliance check.

The Tenderer's response to the ITT should be divided into seven sections:

The seven sections are:

1. Mandatory and Discretionary Rejection
2. Financial Information and Insurance
3. Executive Summary
4. Response to the Specification
5. Response to the Technical Requirements
6. Response to the Commercial Requirements and completion of Schedules 7, 8, and 9
7. Completion of the Statement of Compliance

TABLE 1: EXECUTIVE SUMMARY

The executive summary should focus on the key features of the Tenderer's Response including all key assumptions made by the Tenderer **(but excluding all pricing/financial information)**

The objective of the executive summary is to provide the Lead Commissioner or Participating Authority or Commissioner with a clear, concise and complete summary of the Tenderer's Response together with an insight into the reasoning and rationale behind the Response.

The executive summary should be **no more than 10 pages of A4 text** highlighting the key strengths of the Response to demonstrate how the Tender represents value for money to the Lead Commissioner or Participating Authority or Commissioner.

It is intended that the executive summary should provide a useful introduction to the Response for evaluators, as well as senior stakeholders who may not be involved in the detailed evaluation.

Whilst the executive summary will not be formally evaluated, it will be scrutinised for consistency with your Response and clarification will be sought if required.

The executive summary must only contain information drawn from other areas of your Response and must not contain any new material. Whilst diagrams and photographs may be used, they should be high level and should not be used to support other parts of the Response where more detailed information is required.

TABLE 2: RESPONSE TO THE SPECIFICATION (SECTION 3)

The following table needs to reflect all the elements of the Specification - Section 3 which require a Response as detailed in Section 5 (2) -Response Requirements

Specification Reference	Details of Requirements	Evidence included in response (yes/no)	Tenderer to cross reference to page number(s) in Section 5 (2) (including paragraph number where appropriate).
	[insert a brief summary of Requirement one from the Specification]		
	[insert a brief summary of Requirement two from the Specification]		
	[insert a brief summary of Requirement three from the Specification] and so on		

TABLE 3: RESPONSE TO THE TECHNICAL REQUIREMENTS (SECTION 4)

The following table needs to reflect all the elements of the Technical Requirements - Section 4 which requires a Response as detailed in Section 5 (3) -Response Requirements

TR Reference	Details of Requirements	Evidence included in response (yes/no)	Tenderer to cross reference to page number(s) in Section 5 (3) (including paragraph number where appropriate).
	[insert a brief summary of Technical Requirement one]		
	[insert a brief summary of Technical Requirement one]		
	[insert a brief summary of Technical Requirement one]		

TABLE 4: RESPONSE TO THE COMMERCIAL REQUIREMENTS AND COMPLETION OF SCHEDULES 7, 8 AND 9

	Included (Yes/No)	Comments
SECTION FIVE: SCHEDULE SEVEN: CHARGES AND SAVINGS		
SECTION FIVE: SCHEDULE EIGHT: COMPANY DETAILS		
SECTION FIVE: SCHEDULE NINE: REFERENCES		

TABLE 5(a): STATEMENT OF COMPLIANCE		
	Included (Yes/No)	Comments
SECTION TWO: SCHEDULE ONE: FORM OF TENDER		
TABLE 5(b): CONFIRMATION OF COMPLIANCE WITH:		
	Compliant (Yes/No)	Comments
SECTION TWO: SCHEDULE TWO: COLLUSIVE TENDERING		
SECTION TWO: SCHEDULE THREE: CANVASSING		
ACCEPTANCE OF THE LEAD COMMISSIONER OR PARTICIPATING AUTHORITY OR COMMISSIONER'S TERMS AND CONDITIONS OF CONTRACT		

Section 3 – SPECIFICATION

Scope:

Supplier Scope

The scope of service which we expect the provider to deliver is as follows:

- Referral services – movement of victim details from police forces to the appropriate service, as and when required in a secure manner
- Named and dedicated single point of contact for each service user
- Telephone support, advice and guidance about the experience of victimisation, witnessing victimisation and the journey through the criminal justice system and other services where appropriate
- Case management of information gathered and provided to victims and witnesses; collection of information and updates from police, courts, Crown Prosecution Service, probation and any other agencies into one case for each service user, to provide regular feedback to victims and witnesses, to include “out of county” information
- Maintenance and operation of an electronic Case Management System capable of interfacing with other criminal justice systems as appropriate
- To undertake a needs/vulnerability assessment over the phone for each victim and witness
- Referral to specialist support services as appropriate (commissioned by Northamptonshire Police and Crime Commission and Northamptonshire County Council and the MoJ)
- Referral to national specialist support services as appropriate, such as homicide support and male rape services (where agreements for referral are in place)
- Signposting to specialist services available from other service providers such as Public Health and in the voluntary and community sector (where direct referral agreements are not in place)
- To systematically gather feedback from victims and witnesses about their experience across services, and to use this feedback to inform services of areas and ideas for improvement
- To use insight from victims and witnesses and expert understanding of the workings of police, justice and support services in the County to provide training for front line practitioners across those services in relation to the role of the Victim and Witness Service and in dealing with and supporting victims and witnesses of crime
- Coordination of victims and witnesses attendance at court, liaising with the national Witness Service to arrange pre-trial witness support, such as visits to the court and special measures during the trial
- Post-trial support, collecting information about the decision made and helping victims and witnesses to understand the outcome of the trial and what to expect next

The above list outlines the expected service and should not be considered exhaustive. We would expect the provider to consider and recommend any additional services which will ensure the successful delivery of the service.

Outside of Scope

- Witness Service in court provided by a national contractor
- Victim Liaison service provided by the Probation Service
- Victim Liaison service provided by the Crown Prosecution Service
- Specialist support services will be commissioned separately, where needs are more than telephone and one-to-one emotional support
- National helplines and services will provide support for victims and witnesses of homicide, some domestic and sexual violence and some interpersonal violence such as human trafficking, child sexual exploitation and female genital mutilation

The above list of services carried out by external parties is not exhaustive and may, from time to time, include or exclude other external parties as appropriate.

Service Demand/Volume

Based upon information from current service provision for the period of 2012 to 2013 the demand upon victim referral services in Northamptonshire is as follows:

Total Referrals to victim services	Between 19,000 and 21,000 in total
Anticipated demand for services	Between 30% and 40% of total referrals
Victims requiring ongoing support	Between 20% and 30% of total referrals
Face to face visits required	Between 1% and 5% of total referrals

It is anticipated that the service demand will increase over time at an estimated volume of 10% per annum. This is based on anticipated increases in self-referrals as awareness of the service increases, increases in referrals from local agencies and increases in referrals of cases of repeat and high risk of antisocial behaviour.

Required Outcomes:

Success delivery of this contract will result in a number of specific outcomes. Below are those which are considered to be the most important. This list is not exhaustive.

- Victims and witnesses receive immediate offers of support, advice and information from referral into or contacting the Victim and Witness Service when the service is required
- Victims and witnesses are kept informed about the progress of their case throughout policing and justice services, where applicable
- Victims and witnesses receive the specialist support they need from other services provided across victim services, health services and wider public services through appropriate and effective referrals
- Victims and witnesses do not 'fall through the gap' between any service provided either locally or nationally, through effective case management
- Victims and witnesses feel they have received an excellent level of service whether that be through compassionate and sympathetic listening or guidance and signposting to appropriate external or specialist support they need

At all times, the needs of victims and witnesses are of paramount importance to the service. Providers must be mindful that a key measure will be feedback from victims

and witnesses about the service they have received and how well it fulfilled their needs at the time.

Required Outputs (performance specifications):

The provider must deliver the following key outputs in order to successfully fulfil the requirements of the contract. These outputs will be measured to ensure performance against the contract.

The provider will ensure that:

- There is 100% referral of victims, for all crime types and high risk, vulnerable or repeat ASB victims from police services into the Victim and Witness Service
- 100% of callers have a needs/vulnerability assessment carried out
- Contact and support requirements 'contracted' and 're-contracted' with victims and witnesses during each contact, to ensure a flexible approach to the needs of the victim and witness and to ensure expectations are both managed and met
- Delivery of telephone support, advice and guidance on the experience of being victimised or witnessing crimes/incidents is undertaken
- Delivery of face-to-face support where required
- Collection and management of case details, where appropriate, from police, courts, Crown Prosecution Service and probation
- There is the ability to provide update information relevant to each case for those that require it. The data provided should utilise the above data collection process
- Where appropriate, victims and witnesses are referred to specialist services deemed to suit the needs of the victim or witness
- Where appropriate, victims and witnesses are signposted to other services delivered across public agencies and those in the voluntary and community sector
- Processes and mechanisms are put in place which provide effective organisation and communication with witnesses to attend court; ensuring Witness Services are delivered in accordance with victim and witness needs
- Over time the service should provide appropriate updates from police investigation and court based outcomes to victims and witnesses as required
- An effective mechanism exists to collect and disseminate feedback from victims and witnesses using the service
- Appropriate actions for continual improvement are implemented following feedback from victims and witnesses using the service
- Commitment to work with other institutions to help inform the delivery of training to front line practitioners.
- Documentation exists which clearly maps the journey process in a recognised business process mapping terminology
- An Equality Impact Assessment is carried out annually.
- A document library exists which acts as a repository for the above.

Required Inputs (technical specifications):

The provider must provide the following:

- An IT Case Management system capable of interfacing electronically with other Criminal Justice agencies and Victim and Witness service providers as described previously in the document.
 - It must be able to record and manage cases securely with appropriate access rights granted to view, edit and amend cases by users.
 - It must be capable of providing management reporting and management information of sufficient granularity to provide useful and meaningful data for analytical and performance monitoring purposes
- A telephone service which will receive calls from a variety of referral methods and provides a telephone service as described in the Required Outputs section.
- A face-to-face service which will deliver emotional support services as described in the Required Outputs section.
- An 'attendance at court' case management service.
- A service which actively recruits, employs and up-skills volunteers to provide services.
- Effective training and development of all staff and volunteers to enable them to carry out the role in an effective manner.

In addition to the above, we have further requirements that we expect the provider to aspire to throughout the term of the contract, and the OPCC will work with the provider to develop over time, through the research and improvement branch of work. Below is a list which again, is not exhaustive and we would expect the provider to identify other requirements throughout the term of the contract, based on robust information and data collected from victims:

- Opportunities for victims and witnesses to participate in restorative justice activities which require the creation of or interaction with a service / process
- Development of counselling skills within the service
- Development of specialist skills such as dealing with bereavement

Interfaces / Dependencies:

The following list breaks out the known interfaces and dependencies identified for the Victim and Witness Service. They have been arranged as follows:

Dependencies

- Referral of victims and witnesses into the service through the following routes:
 - Self Referrals
 - Police Referrals
 - Agency Referrals
 - British Transport Police Referrals
 - Action Fraud Referrals
 - Probation Service Referrals
 - Crown Prosecution Service Referrals
 - Court Service Referrals
 - Other referral mechanisms
- System interoperability with police forces and other agencies as listed above

- Access to, and the provision of, information from each agency in order to update victims and witnesses about their cases
- The transfer of the Police Witness Care Unit into the new service
- The successful transition from the current service provision to a new service delivery model / provider. Timescales plan to be confirmed but most likely over an 8 to 10 week time frame.

Interfaces

- Direct interface with Police, Courts and Crown Prosecution Service around provision of updates for investigations and court cases
- Direct interface with the national Witness Service
- Direct interface with the national victim helplines and other agencies, including but not restricted to other specialist agencies
- Direct interface with the victim liaison role in the Probation Service
- Direct interface with the victim liaison role in the Crown Prosecution Service
- Direct interface with all those agencies and police forces providing referrals

Product Listing:

The successful tenderer will be required to deliver:

- Staffing
- Hosting (e.g. accommodation)
- IT and other technical support

Risks:

Information security

Information Security and data management to conform to ISO 27001. In addition, there maybe elements of data concerning victims and witnesses which must be held at BIL 3 (Business Impact Level 3).

It is therefore expected that the provider will satisfy these requirements. Similar accreditation which meets the above requirements may be accepted.

Building Security and access control.

Business continuity

Continuity of IT service

Continuity of Telephony – suitable arrangements must be in place that should there be a failure of the providers telephony systems, a fail-over mechanism exists which will provide continuity of service on an alternate exchange. Where a fault exists outside of the control of the provider i.e. with a landline or ISP provider, suitable SLA's much be in place which minimise the loss of service.

Vetting

The level of vetting required will be to standard Police vetting.

TUPE

It is our intention that the Victim and Witness Service will most likely transfer staff currently providing support to victims and the Witness Care function in Northamptonshire Police under TUPE arrangements.

It is envisaged that the new service will need to review the roles and responsibilities across all staff roles to ensure effective and efficient delivery of services.

A separate document is attached which lists the staff who may be subject to TUPE arrangements. Appendix B

Intellectual Property Rights:

All Intellectual Property Rights (IPR) concerned with the provision of the service will reside with the provider.

Sustainability/Environmental:

In accordance with the Public Services (Social Value) Act 2012, the proposed tender for the Victim and Witness service will contribute to the improvement of economic, social and environmental wellbeing of Northamptonshire. Providers are also required to outline their environmental policy in relation to the delivery of the services outlined in this tender (notably, energy conservation, recycling policies and reduction of waste). This should be consistent with OPCC policy in relation to environmental issues.

Whole of life support:

The requirements of this contract are that the provider will provide the whole support required for the service to be delivered in its entirety for the duration of the contract.

Training:

It is anticipated that the provider will propose the type, level and frequency of training that is required for staff and volunteer members to carry out their roles effectively. Where accreditation is recommended for the particular role, we would expect this to be undertaken.

As a broad approach, and to give a flavour of the type of training we would expect to be undertaken, the following is a list of key skills we would expect staff and volunteers to have in order to carry out their role and provide the best level of victim and witness service possible:

- Excellent interpersonal and communication skills
- Empathy and respect for all individuals and their circumstances
- Ability to 'contract' and 'recontract' with all victims and witnesses, with specific skills to manage the expectations of vulnerable individuals at very stressful times
- Confidentiality

Equality:

The successful tenderer must comply with the Equality Act 2010 and ensure due regard to the duties on public sector organisations under the Equality Act 2010 'Public Sector Equality Duty' in the delivery of this service.

Implementation timetable:

There is a fixed deadline for implementation of the Victim and Witness Service of 1st October 2014. By this date, the service must be fully operational with no loss or interruption of service between the existing service and the new one.

Therefore the following key activities are considered a prerequisite for the successful implementation of the service:

- A transition plan from the current service provision to the new service
- Identification of all referral mechanisms, development of new or enhancement of existing referral services put in place and operational
- Creation, adoption and or migration of an IT Case Management system which has been fully and robustly tested (UAT) and which complies to the relevant data security requirements
- Development and execution of a comprehensive training plan for all staff to ensure all staff are properly trained in both systems and processes required to carry out their role effectively
- To include training for staff about the service and the wider Criminal Justice System (CJS) and other public services to enable effective communication with victims and witnesses
- A repository, such as Content Management System (CMS) or Customer Relationship Management (CRM) system to collate and manage contact details and information regarding services for referrals and signposting arrangements
- We will work in conjunction with the provider to formulate an effective and achievable transition plan to ensure that the "go live" date of 1st October 2014 and can be realised.

Management Information:

There is a requirement the Victim and Witness Service should maintain and manage sufficient data to provide key Management Information. The Management Information will be used as a measure to ensure the provider is fulfilling its obligations under the terms of the contract.

We would therefore expect that the Management Information directly reflects and reports on the following KPI's:

- % and volume referrals from police services, British Transport Police, Action Fraud, other agencies
- % and volume self referrals
- % and volume 'first contact' calls and follow up calls
- Average volume calls to each service user
- Volume of face-to-face visits
- Volume of referrals to each specialist service
- Volume of signposts to other agencies
- Volume of volunteers and hours contributed
- Feedback from staff on access to information from other agencies to update victims and witnesses
- Feedback from victims and witnesses about their experience of the service
- Finance/budget report to include staff costs and spend

We would expect Management Information to be presented on a monthly basis (30th of the month) in an electronic report form, however, it must be available to be interrogated on an ad-hoc basis as required. In addition, other reports may be requested from time to time and will therefore require a system capable of either producing the report or allowing access to the raw data to enable a third party to carry out analysis.

Contract Management:

From the initial award of the contract through to the implementation of the service on the 1st October, we would expect regular monthly meetings to take place outside of those which we would expect from a project perspective.

From the 1st October, or in service date, we would expect to have quarterly performance meetings for the duration of the contracted service.

Payments terms

Prior to 1st October "go live" there will be a period of transition and planning required to ensure seamless implementation. In this instance it may be appropriate to pay a pro-rata annual fee for the duration of the transition.

From the 1st October, we envisage paying the first year's fee up front, then quarterly thereafter for years 2 and 3.

Exit/handover:

Once the provider has been awarded the contract, and following any standstill period required by EU procurement laws, we would like to work with the provider on devising the transition of and implementation of services up to the effective start date of 1st October 2014. This may include:

- Project planning
- HR and Union engagement
- Transition planning and IT / System investigation

Prior to end of contract (3 to 6 months) we may look to consider the following options:

- Review options to extend the contract
- Terminate the contract and agree an exit strategy to transition to an alternative option

**TECHNICAL REQUIREMENTS
(INCLUDING MANDATORY INFORMATION REQUIREMENTS)**

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1 Introduction

This section of the ITT sets out the Lead Commissioner or Participating Authority or Commissioner's Technical Requirements relating to the provision of the services. The Technical Requirements are categorised as follows depending on the nature of the services:

- Mandatory Requirement (MR)
- Desirable Requirement (DR)

The classification of a Technical Requirement gives an indication of the significance attached to that Requirement relative to any other Requirements. Failure by the Provider to meet any of the Mandatory Requirements will usually mean failure to be awarded a contract.

2 Mandatory and Desirable Requirements

The tables below set out the Lead Commissioner or Participating Authority or Commissioner's Mandatory and Desirable Technical Requirements relating to the provision of the services.

TABLE 2.1: HEALTH AND SAFETY REQUIREMENTS	
Reference	Requirement
MR1	Your organisation must have a Health and Safety Policy?
MR2	Your organisation must make sure it complies with the Health and Safety at Work Act 1974?
MR3	Provision and management of a fully trained and certified First Aider available on the premises during working hours

TABLE 2.2: SUSTAINABILITY AND ENVIRONMENTAL	
Reference	Requirement
MR4	Must contribute to the improvement of economic, social and environmental wellbeing of Northamptonshire
MR5	Your organisation must have an Environmental Policy in relation to the delivery of the services outlined in this tender (notably, energy conservation, recycling policies and reduction of waste).

TABLE 2.3: SECURITY	
Reference	Requirement
MR6	Must comply with the Data Handling schedule attached as Appendix A

TABLE 2.4: RISK MANAGEMENT	
Reference	Requirement
MR7	Must have a risk management policy and conform to ISO 27001

TABLE 2.5: DEVELOPMENT AND INNOVATION	
DR1	Provide additionality to the service to sustain and enhance delivery
DR2	Cost reduction opportunities

TABLE 2.6: PROGRESS REPORTING	
MR8	Provide a fortnightly review of progress during implementation and infancy of the service

TABLE 2.7: MANAGEMENT INFORMATION REPORTING	
MR9	Once established and operational, provide monthly monitoring reports and conduct management review meetings
MR10	Have an assigned individual who will be responsible for liaison with the OPCC on an ongoing basis

TABLE 2.8: TRAINING	
MR11	Provide training in accordance with the proposed schedule/levels as detailed in the tenders response
MR12	Provide continued professional updating and personal development of its staff and volunteers

TABLE 2.8: PRODUCTS	
MR13	Must provide suitable accommodation in Northamptonshire for staff/volunteers and the necessary equipment to enable effective functioning.

TABLE 2.8: EQUALITY	
MR14	Must comply with the Equality Act 2010 and ensure due regard to the duties on public sector organisations under the Equality Act 2010 'Public Sector Equality Duty' in the delivery of this service.

3 Mandatory Information Requirements

The Lead Commissioner or Participating Authority or Commissioner may wish to further test the Tenderers ability fully to meet its requirements by requiring the Tenderer to respond to questions designed to test the Tenderers ability and experience in providing similar services. Evidence to substantiate the Tenderer's Response may also be required. Such questions and substantive evidence are termed "**Mandatory Information Requirements**" and as such a Response by the Tenderer must always be provided. Failure by the Tenderer to respond to a Mandatory Information Requirement may lead to the Tenderer not being allocated a Contract.

Mandatory Information Requirements

TABLE 3.1: SERVICE SOLUTION RELATED QUESTIONS	
Reference	Mandatory Information Requirement
Health & Safety MIR1	Please describe how you will manage/supervise the provision of a trained first aider(s) on the premises during working hours
Sustainability and Environmental	Outline your environmental policy in relation to the delivery of the services outlined in this tender (notably,

MIR2	energy conservation, recycling policies and reduction of waste).
Sustainability and Environmental MIR3	Detail how you will contribute to the improvement of economic, social and environmental wellbeing of Northamptonshire as detailed in Table 2.2 MR4 & MR5
Risk Management MIR4	What do you consider to be the key risks to delivering your proposed service? How do you propose to mitigate these risks (both for yourselves and the Lead Commissioner or Participating Authority or Commissioner)
Risk Management MIR5	Provide details of accreditation to ISO 27001 or equivalent and BIL3 compliance
Risk Management MIR6	Provide a copy of your business continuity plan
Development and Innovation MIR7	Describe what your targets are to sustain and enhance delivery
Development and Innovation MIR8	Detail what cost reduction opportunities can you provide?
Management Information Reporting MIR9	Provide details of the management information you envisage providing and the format this will take
Training MIR10	Outline arrangements to enable continued professional updating and personal development of its staff and any volunteers, for example, conference attendance, training, frequency of training, training needs assessment processes etc
Products MIR11	Describe arrangements for accommodation, administrative support, IT and other data management support.

**RESPONSE REQUIREMENTS
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1 Introduction

The Tenderer must use the templates set out in the tables below to present its ITT Response to the Specification, Technical Requirements and Mandatory Information Requirements.

2 Tenderer's Response to the Specification

No	Specification Reference	Requirement	Response Requirement	Tenderers Response
1	Section 3 Scope Paragraph 1	Describe how you will deliver the recommended bullet points as detailed within the scope	A Method Statement not to exceed 1000 words	Tenderer to complete
2	Section 3 Scope Paragraph 2	Detail any additional services which will ensure successful delivery of the service and how these will be delivered	A Method Statement not to exceed 1000 words	Tenderer to complete
3	Section 3 Service Demand/Volume Paragraph 2	Provide models for how you will manage increase in demand	A Method Statement not to exceed 500 words	Tenderer to complete
4	Section 3 Required Outputs Paragraph 1	Describe your experience in delivering such objectives	A Statement not to exceed 500 words	Tenderer to complete
5	Section 3 Required Outcomes Paragraph 2	Detail how you will obtain and measure feedback from Victims and Witnesses about the service they have received	Detailed plan to be provided	Tenderer to complete
6	Section 3 Required Outputs Paragraph 1	Detail how you will achieve the key outputs to successfully fulfill the requirements of the contract	A Method Statement not to exceed 1000 words	Tenderer to complete

7	Section 3 Required Inputs Paragraph 1	Provide the specification of the Case Management System that you propose using and how this will interface with other Criminal Justice agencies	Full specification document required	Tenderer to complete
8	Section 3 Interfaces/Dependencies Dependencies	Describe how you meet all of the dependencies listed	A Method Statement not to exceed 1000 words	Tenderer to complete
9	Section 3 Interfaces/Dependencies Interfaces	Describe how you interface with the agencies listed	A Method Statement not to exceed 1000 words	Tenderer to complete
10	Section 3 Risks Type Paragraph 1	Detail how you would manage the TUPE of staff, ensuring respect and consideration are given to all those affected	A Method Statement not to exceed 500 words	Tenderer to complete
11	Section 3 Implementation Paragraph 1-2	Outline a project plan which shows how each of the key activities will be delivered against the timetable.	Detailed plan to be provided	Tenderer to complete

3 Tenderer's Response to the Technical Requirements

No	Technical Requirement Reference	Requirement	Response Requirement	Tenderers Response
1	Technical Requirements Health & Safety Table 2.1	Your organisation must have a Health and Safety Policy	Copy of Policy to be provided	Tenderer to complete
2	Technical Requirements Sustainability and Environmental Table 2.2	Your organisation must have an Environmental Policy	Copy of Policy to be provided	Tenderer to complete
3	Technical Requirements Security Table 2.3	Your organisation must comply with the Data Handling schedule	Confirmation that you are willing to comply and understand the requirement	Tenderer to complete
4	Technical Requirements Risk Management Table 2.4	Your organisation must have a Risk Management Policy	Copy of Policy to be provided	Tenderer to complete
5	Technical Requirements Management Information Table 2.7	Have an assigned individual who will be responsible for liaison with the OPCC on an ongoing basis	Provide a copy of the CV for this person	Tenderer to complete
6	Technical Requirements Equality Table 2.8	Your organisation must have an equality Policy	Copy of Policy to be provided	Tenderer to complete

3.1 In order to be considered suitable for admission to the Contract Tenderers must:

- Satisfy all of the Mandatory (MR) Requirements; and
- Respond to all of the Mandatory Information Requests (MIR) listed in this Section 5.

3.2 The Lead Commissioner or Participating Authority or Commissioner reserves the right to reject any Tender in which a response to a MR is evaluated as not having been satisfactorily met or in which an MIR has not been satisfactorily addressed.

- 3.3 A statement that a particular technical requirement will be met is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the Technical Requirement. Detailed information regarding how, when and to what extent a Technical Requirement can be met must be provided where appropriate – and, in evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any technical requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.
- 3.4 Where a Tenderer has already provided information to the Lead Commissioner or Participating Authority or Commissioner that addresses a specific technical requirement, this information should be re-stated in their Tender, not simply referenced.

4 Tenderer's Response to the Mandatory Information Requirements

4.1 In addition to any information requested elsewhere the Tenderer must provide a Response to the following Mandatory Information Requirements.

No	Mandatory Information Requirements Reference	Mandatory Information Requirement	Tenderers Response
<p>Tenderer's Response to Section 4 – Technical Requirements (Mandatory Information Requests) - The Mandatory Information Requirements as set out within the Technical Requirement(s) are provided below. Tenderers are invited to respond to each MIR ensuring all points are answered in the right hand boxes. Responses should be in full and supported by evidence, allowing evaluators to gain a good understanding of how the Tenderer intends to meet the MIRs.</p>			
1	Technical Requirement: Health & Safety Table 3.1	Please describe how you will manage/supervise the provision of a trained first aider(s) on the premises during working hours	<i>Tenderer to complete</i>
2	Technical Requirement: Sustainability and Environmental Table 3.1	Outline your environmental policy in relation to the delivery of the services outlined in this tender (notably, energy conservation, recycling policies and reduction of waste).	<i>Tenderer to complete</i>
3	Technical Requirement: Sustainability and Environmental Table 3.1	Detail how you will contribute to the improvement of economic, social and environmental wellbeing of Northamptonshire as detailed in Table 2.2 MR4 & MR5	<i>Tenderer to complete</i>
4	Technical Requirement: Risk Management Table 3.1	What do you consider to be the key risks to delivering your proposed service? How do you propose to mitigate these risks (both for yourselves and the Lead Commissioner or Participating Authority or Commissioner)	<i>Tenderer to complete</i>
5	Technical Requirement: Risk Management Table 3.1	Provide details of accreditation to ISO 27001 or equivalent and BIL3 compliance	<i>Tenderer to complete</i>
6	Technical Requirement: Risk Management Table 3.1	Provide a copy of your business continuity plan	<i>Tenderer to complete</i>
7	Technical Requirement: Development and Innovation Table 3.1	Describe what your targets are to sustain and enhance delivery	<i>Tenderer to complete</i>

8	Technical Requirement: Development and Innovation Table 3.1	Detail what cost reduction opportunities can you provide?	<i>Tenderer to complete</i>
9	Technical Requirement: Management Information Reporting Table 3.1	Provide details of the management information you envisage providing and the format this will take	<i>Tenderer to complete</i>
10	Technical Requirement: Training Table 3.1	Outline arrangements to enable continued professional updating and personal development of its staff and any volunteers, for example, conference attendance, training, frequency of training, training needs assessment processes etc	<i>Tenderer to complete</i>
11	Technical Requirement: Products Table 3.1	Describe arrangements for accommodation, administrative support, IT and other data management support.	<i>Tenderer to complete</i>

COMMERCIAL RESPONSE REQUIREMENTS

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1 Organisation Details

Please complete, Schedule 8 "Organisation Details".

2 Charges and Savings

2.1 Tenderers must complete Schedule 7 - Charges with the all proposed charges/prices to provide the services and savings projections

2.1.1 The charges/prices must cover all requirements including TUPE charges.

2.1.2 All charges/prices must be expressed in pounds sterling and should be exclusive of VAT, all pricing information will form the basis of any resultant Contract.

2.1.3 Tenderers must provide completed supplementary spreadsheets to provide granularity and transparency of the metrics used for calculating fixed minimum and variable charges

3 References

Except where already previously provided as part of the submission of the Pre-Qualification Questionnaire (PQQ) Tenderers must provide in Schedule 8 details of three current customers from whom the Lead Commissioner or Participating Authority or Commissioner may seek references.

4 Performance Management and Service Credit Regime

The provision of the services is important to the delivery of the Lead Commissioner or Participating Authority or Commissioner's key business objectives and, as applicable, day to day business objectives. Failure to supply the services by the Provider will lead to inefficiencies and additional costs being incurred by the Lead Commissioner or Participating Authority or Commissioner. The achievement of key performance indicators is therefore important. Tenderers attention is drawn to the key performance indicators set out in Tables 7.1 below:

TABLE 7.1: KEY PERFORMANCE INDICATORS		
No	Performance Standard	Measure
1A1	The provider consistently meets / exceeds expectations with regard to the Specification Requirement	Number of deviations against total number of service activity <i>(Accountability may also be taken of the number of instances of where Requirements are being exceeded and so added benefit is being delivered to the Contract)</i>
1A2	Agreed performance standards are being consistently maintained / exceeded by the provider	Number of deviations against total number of service activity <i>(Accountability may also be taken of the number of instances of where Requirements are being exceeded and so added benefit is being delivered to the Contract)</i>
1A3	The provider is reducing / alleviating risk by maintaining effective systems for a) Accreditation b) Legislative & Regulatory Compliance c) Commercial Compliance	No. of prosecutions, recordable incidents, deficiencies, failures in relation to all risks – H&S, BC, T&C's etc Are appropriate Insurances, Licences and Accreditations being maintained and is the customer being informed of such information?
1B1	The provider maintains awareness of market developments and brings / suggests innovation and continuous improvement	Number of innovative workable solutions suggested and actioned Number of value added initiatives that have been successful against the total number of suggestions
2A1	The provider performs against the contract target price	Actual price(s) paid against contract price(s)
2A3	Identify cost reduction opportunities	Number of cost reduction opportunities identified by the supplier

3A1	Levels of front line staff are being adequately and consistently maintained	Total number of supplier's staff days missed against stated amount Number of instances of failure to respond to call-outs, contract commitments against total number of call outs or commitments
3A2	Levels of overall resourcing are being adequately and consistently maintained	No. of items delivered against no. of items ordered Actual availability of hours/equipment/system against stated availability Days lost (works contracts) No. of disruptions to supply / service / works
3A3	Service / Demand levels or progress of works are being consistently maintained by the provider without interruption	No. of service failures, non performance instances, deviation from works plan etc Number of instances where SLA is exceeded
3A5	Levels of ongoing training and development and staff competencies of those involved in the contract are being retained	Does the supplier regularly review the competencies of their staff employed on the contract? Levels of investment in training by the Supplier, against contract or other target? Number of instances where staff of the supplier are removed off the contract due to lack of competence.
3A7	The provider is able to respond well to emergencies and change (for example an incident which might affect large communities and require a very different response, and collaborative working with partner agencies)	Number of times supplier has successfully responded to changes/emergencies against total number of requests

4A2	Service delivery is being consistently achieved to or in excess of the agreed levels of service	<p>Total number of deliveries made against total quantities ordered</p> <p>Total number of actual service deliveries against total number of service delivery requirements</p> <p>Works completed to programme or milestones</p> <p>Level of disruption to Force systems, staff or activity due to failure to provide goods / service</p>
4A3	Ability of the provider to respond to problems, queries, issues or service interruption	<p>No. of responses on time against total no. of response requests.</p> <p>No. of problems resolved first call against total no. of call incidents</p> <p>No. of attendances on site that were on time against total number of calls</p> <p>No. of faults rectified first time against total number of calls</p>
5A4	The provider is engaged in continuous service improvement / innovation throughout the life of the contract	<p>No. of disruptions, downtimes outside tolerances of SLA</p> <p>Number of continuous improvement initiatives identified by supplier</p> <p>Number of continuous improvement initiatives implemented by supplier</p>
5A6	The supply of service provides added benefit (reduced calls to force control room)	<p>Number of logged added benefits realised</p>
5B1	Management information is being provided by the provider at the frequencies prescribed	<p>Is the M.I. received on time, in the correct format and contain all the necessary information?</p> <p>Are all other contract reports and documentation being received on time?</p>

5B4	Overall Provider Performance	<p>Levels of customer satisfaction from surveys undertaken</p> <p>Total number of complaints satisfactorily resolved against total number of complaints received.</p> <p>Is the supplier failing to carry out defined responsibilities or being more pro-active?</p> <p>Number of issues not resolved by the OCO that have to be escalated</p> <p>Number, severity and persistency of disputes arising</p> <p>Any steps being made in relation to reducing waste or being environmentally friendly?</p> <p>How quick deficiencies or recommendations following reports or audits are resolved satisfactorily</p>
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For the first year of the contract, we will collect data around the following areas for measurement which will inform KPI 1A2 and forms the basis of the Management Information Requirements. The purpose of this is to develop further knowledge around both demand for, and performance of, the service to better inform measurement of performance against targets in subsequent years.

- % and volume referrals from police services, British Transport Police, Action Fraud, other agencies
- % and volume self referrals
- % and volume 'first contact' calls and follow up calls
- Average volume calls to each service user (% call per service)
- Volume of face-to-face visits
- Volume of referrals to each specialist service
- Volume of signposts to other agencies
- Volume of volunteers and hours contributed
- Feedback from staff on access to information from other agencies to update victims and witnesses. This will require the creation of a feedback process for staff

- Feedback from victims and witnesses about their experience of the service (under the research and improvement branch of the service, a relationship with the Northamptonshire Institute for Public Safety, Crime and Justice will develop and it is likely that both quantitative and qualitative feedback will be collected on an on-going basis. This means for example, that the performance measure may be that 90% of victims and witnesses surveyed state that they were satisfied or very satisfied with the service they received. We will look to set the performance measure as more data becomes available.)
- Availability of service given the number of hours available i.e. 8:00 through to 20:00.

In any event, the level of service provided must, at the very least, match the current levels of service.

The measures, how they will be reviewed and any implications to contract will be agreed between the successful tenderer and the OPCC during the implementation stage of the contract.

Schedule 7: Charges and Savings

In addition to submitting all the proposed charges, please complete the following questions on future savings offered

SAVINGS QUESTIONS	RESPONSE
Evidence how your submission is delivering savings?	
Confirm how you will work with EMSCU to deliver future savings each year of the contract? Where acceptable your innovation noted will become KPI's and form an integral part of any future contract.	

Schedule 8: Organisation Details

INFORMATION REQUIRED	RESPONSE
Registered Company Name (or equivalent if not a registered company)	
Registered Company Address (or equivalent if not a registered company)	
Registered Number (if applicable, or equivalent)	
Contact Name for Enquiries related to the tender	
Contacts position in the organisation	
Contacts email address	
Contacts landline telephone number	
Contacts mobile telephone number	

Schedule 9: References

REFERENCE 1	
INFORMATION REQUIRED	RESPONSE
Name and Address of Organisation	
Contact Name and Telephone Number	
Details of Service Provided	
Value of Contract	
Duration of Contract	
Duration of Service Provided	

REFERENCE 2	
INFORMATION REQUIRED	RESPONSE
Name and Address of Organisation	
Contact Name and Telephone	

Number	
Details of Service Provided	
Value of Contract	
Duration of Contract	
Duration of Service Provided	

REFERENCE 3	
INFORMATION REQUIRED	RESPONSE
Name and Address of Organisation	
Contact Name and Telephone Number	
Details of Service Provided	
Value of Contract	
Duration of Contract	
Duration of Service Provided	

Approval will be obtained from the Tenderers prior to the Lead Commissioner or Participating Authority or Commissioner contacting any of the references provided in Schedule 9.

