

Nottinghamshire Police and Crime Commissioner

Notice of Decision



Nottinghamshire

POLICE & CRIME COMMISSIONER

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Date Received*:	17.11.14
Ref*:	2014.063

*to be inserted by Office of PCC

TITLE: Integrated Restorative Justice Service for Nottinghamshire
EXECUTIVE SUMMARY:

The Police and Crime Commissioner's Police and Crime Plan 2013-2018 includes a specific commitment to expanding the use of restorative justice by partners and ensuring there is a consistent application. The Commissioner receives a grant from Ministry of Justice (MOJ) to commission local RJ services. Attached is a copy of the invitation to tender for restorative justice services for the period 1st February 2015 to 31st March 2016.

INFORMATION IN SUPPORT OF DECISION: (e.g report or business case)

Invitation to Tender and Service Specification attached.

Is any of the supporting information classified as non public or confidential information?**

 No
✓

Yes

DECISION:

The Police and Crime Commissioner is asked to approve the publication of the invitation to tender for the Integrated Restorative Justice Service for Nottinghamshire.

OFFICER APPROVAL

I have been consulted about the proposal and confirm that the appropriate advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner.

 Signature:
Chief Executive

 Date: 6th November 2014

DECLARATION:

I confirm that I do not have any disclosable pecuniary interests in this decision and I take the decision in compliance with the Code of Conduct for the Nottinghamshire Office of the Police and Crime Commissioner. Any interests are indicated below:

The above request has my approval.

Signature:

Nottinghamshire Police and Crime Commissioner

 Date: 6th November 2014

** See guidance on non public information and confidential information.

East Midlands Strategic Commercial Unit



THE EAST MIDLANDS STRATEGIC COMMERCIAL UNIT ON BEHALF OF



Nottinghamshire

POLICE & CRIME COMMISSIONER

INVITATION TO TENDER FOR

INTEGRATED RESTORATIVE JUSTICE SERVICE FOR NOTTINGHAMSHIRE

REFERENCE NUMBER

AS PUBLISHED IN THE RELEVANT OJEU CONTRACT NOTICE: **TBC**

BLUELIGHT REF: 9QHN-7FORIM

EMSCU ITT Final v1.0 7th November 2014

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SECTION 0 - PREFACE

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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:"

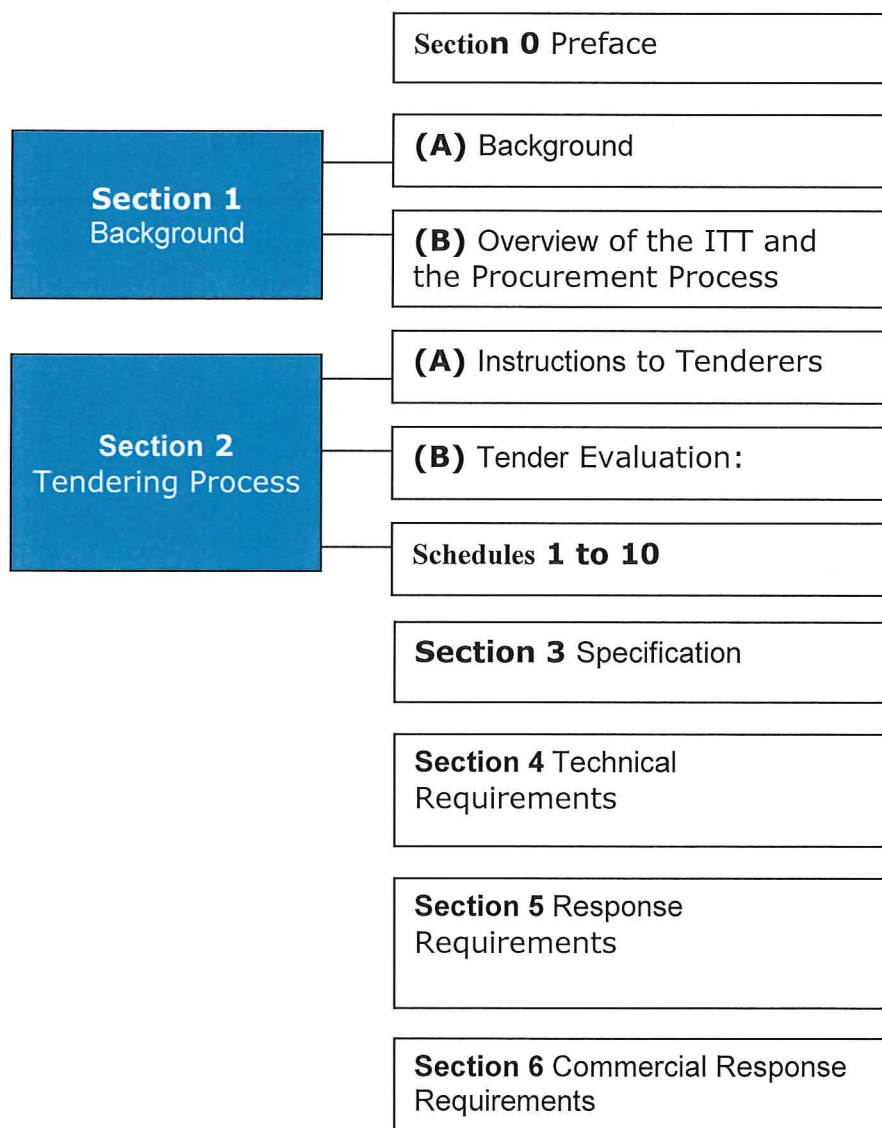
TERM	MEANING
"Commissioner"	means the Police & Crime Commissioner for Nottinghamshire.
"Conditions of Tender"	means the terms and conditions set out in this ITT relating to the submission of a Tender
"Contract"	means the form of agreement concluded between the Commissioner and the Provider, in respect 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 Commissioner for the purpose of better informing the Tenderers' responses to this ITT
"EIR"	means 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 Commissioner and made available to Tenderers and includes the Due Diligence Information
"OJEU Contract Notice"	means the advertisement TBC issued in the Official Journal of the European Union
"Provider"	means the organisation(s) admitted to the Contract
"Tender", "Response", "Tender Response", "Tendered Response" or "ITT Response"	means the Tenderers formal offer in response to this ITT
"Tenderers"	means the organisations being invited to respond to this ITT
"Terms and Conditions of Contract"	means the Commissioner's terms and conditions of contract that will apply to any future agreement made with a Provider as a result of this ITT.
"Working Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

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
NOPCC	the Police and Crime Commissioner for Nottinghamshire
OGC	Office of Government Commerce
OJEU	Official Journal of the European Union

3 Structure of the ITT Document



SECTION 1 - BACKGROUND

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1 Introduction

1.1 OJEU notice – TBC

The Police and Crime Commissioner for Nottinghamshire (NOPCC) wishes to appoint a single provider to provide Restorative Justice Services to Nottinghamshire.

2 The Commissioner

- 2.1 The Commissioner, shall actively manage the key activities of the resulting Contract including: contract review meetings; KPI management and analysis of management information provided.

3 Funding and Savings

- 3.1 The Commissioner's funding is confirmed on an annual basis, with reductions anticipated in future years. A 5% year on year efficiency saving is expected from this service.

4 Use of Electronic Tendering Site

- 4.1 The 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 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 Commissioner wishes to establish a single provider Contract for the provision of Restorative Justice Services for Nottinghamshire. The 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.
- 1.3 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 Commissioner. Tender Responses which are deemed by the 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 Commissioner intends to appoint a single Provider to enter into the 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 Commissioner 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 Commissioner and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Commissioner or securely destroyed by the Tenderer (at the 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 Commissioner who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Commissioner.
- 1.6 The 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 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 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 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 in the morning of **27th November 2014** in Nottingham or Arnold, (venue to be confirmed) at **10:00am**. 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 Commissioner electronically using the Discussion function within the e-tendering site www.bluelight.gov.uk by no later than **12:00 noon 20th November 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 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 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 Contract 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 Commissioner may disclose detailed information relating to Tenders to its officers, employees, agents or advisers. The 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 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 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 Commissioner will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Commissioner may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the 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 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 Commissioner and the Tenderer should not attempt to answer the request without first consulting with the 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 Commissioner does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
07/11/2014	OJEU Notice and ITT to be advertised by the Commissioner
07/11/2014	Clarification period opens
1200 GMT 20/11/2014	Deadline to confirm attendance at bidders conference
27/11/2014	Bidders conference
10/12/2014	Clarification period closes
10/12/2014	Intention to Submit a Tender confirmed via www.bluelight.gov.uk
1200 GMT 17/12/2014	Closing date and time for receipt by the Commissioner of Tenderer Responses to the ITT
17/12/2014	Evaluation of ITT Responses commences
23/12/2014	Notification of proposed appointment to Contract Award
05/01/2014	Expiry of standstill period required under Regulation 32 of the Public Contracts Regulations 2006
09/01/2014	Appointment of Provider to Contract
16/01/2014	Contract Handover
01/02/2015 – 31/03/2015	Phase 1 – Mobilisation Period of Contract
01/04/2015 – 31/03/2016	Phase 2 – Full Delivery of Service

7 Commissioner's Contact Details

- 7.1 Unless stated otherwise in these Instructions or in writing from the 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 Commissioner electronically as detailed in paragraph 1.1 above.
- 7.2 All communications should be clearly headed 'Invitation to Tender for Restorative Justice Services for Nottinghamshire' 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 **10th December 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 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 Commissioner in accordance with the Conditions of Tender and the ITT. Failure to comply with the Conditions and the ITT may lead the Commissioner to reject a Tender Response.
- 9.3 The 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 Commissioner or their advisers and representatives. Tenderers should notify the 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 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 Commissioner's e-tendering site at www.bluelight.gov.uk no later than **1200 GMT 17th December 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 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 Commissioner or its members or any of its officers or members concerning the establishment of the Contract 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 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 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 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 Commissioner, following receipt of the ITT should make their own investigations and their own independent assessment of the 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 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 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 Contract 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 Commissioner and the Commissioner confirming in writing

such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Commissioner execute the Contract in the form set out in Schedule 1 or in such amended form as may subsequently be agreed.

- 15.2 The 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 Commissioner will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulations 2006 (as amended) require that contracting authorities (as defined in those Regulations) respond to any request for clarification at least 4 days' before the deadline for receipt of Tenders. In order to satisfy this requirement, the 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 **7th November 2014**.
- 16.4 No further requests for clarifications will be accepted after **10th December 2014**.
- 16.5 In order to ensure equality of treatment of Tenderers, the Commissioner intends to publish the questions and clarifications raised by Tenderers together with the 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 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 Commissioner's response, the Commissioner will:
- 16.6.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with the 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 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 Commissioner may modify the ITT by amendment. Any such amendment will be numbered and dated

and issued by the Commissioner to all prospective Tenderers by 8th December 2014. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the 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 17th December 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 Commissioner in writing via electronic submission to the electronic tender site www.bluelight.gov.uk. No Tender may be modified subsequent to the Deadline for receipt.
- 19.2 The modification notice must state clearly how the 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 Contract. The notice to withdraw the Tender must be in writing and sent electronically to the Commissioner via the electronic tendering site www.bluelight.gov.uk.

20 Right to Reject/Disqualify

- 20.1 The 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;; and/or
 - (b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; 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 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 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 Bidders' Presentation

- 23.1 A Bidders' Presentation will not be held for this procurement.

24 Notification of Award

- 24.1 The 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.

25 Debriefing

- 25.1 Following the conclusion of the Tender Process, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the Commissioner in writing that they wish to be debriefed. The Commissioner will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.
- 25.2 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 Commissioner will provide details of the characteristics and relative advantages of the successful Tender(s).

26 Statement of Compliance

- 26.1 A Statement of Compliance can be found at Section 2, Schedule Five. This will be used by the 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.

27 Contractor – Vetting & Barring Requirements

- 27.1 All staff and volunteers who are instructed to work on the Contract must be vetted by the Commissioner with enhanced Disclosure Barring Service checks. All staff and volunteers must have a clean enhanced Disclosure Barring Service check in place prior to working on the Contract.

Staff or volunteers who have access to Nottinghamshire Police systems must be vetted by Nottinghamshire Police.

Immediately upon being notified of a successful tender award the Provider shall apply to Nottinghamshire 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 has access to Nottinghamshire Police systems.

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 the 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.

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 Commissioner in this ITT will be evaluated against 7 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 may be excluded from the full evaluation process)
Response to Schedules 4 - 8	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Response to Schedules 9 - 10	10%
Specification	50%
Mandatory Information Requests	15%
Price	25%

- 21.1 PRICE – There is an overall total of 25% 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 $20 + (20 \times \text{median conforming offer price} - \text{offer price}) \div \text{median conforming offer price}$. 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:

- Kevin Dennis, Chief Executive, Nottinghamshire Office of the Police and Crime Commissioner
- Nicola Wade, Commissioning Manager, Nottinghamshire Office of the Police and Crime Commissioner
- Lorraine Worthington-Allen, Senior Category Manager, East Midlands Strategic Commercial Unit
- A representative from Crime and Drugs Partnership – to be confirmed
- A representative from Safer Nottinghamshire Board – to be confirmed
- A representative from the HM Courts and Tribunal Service – to be confirmed

- 2.5 The Contract will be awarded to the Tenderer who, in the opinion of the Commissioner at the conclusion of the evaluation, offers the most economically advantageous Tender to the 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, of 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 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 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,

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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 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 - Bidder Presentations/Clarification Meetings

3.1.4 Phase 4 – Customer References

Taking up of written customer references

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

3.1.6 Evaluation Report and Recommendation

3.1.7 Approvals

4 Award of Contract

- 4.1 The 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” 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.

SECTION 3

PART A - RESPONSE TO COMPANY REQUIREMENTS

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PART B – SPECIFICATION

Schedule 1: Form of Tender

TO BE COMPLETED BY THE TENDERER –All sections in green

To: *[Tenderer to insert name and address of 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 Commissioner

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

Having examined the ITT, Terms and Conditions (and accepted these) 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 Restorative Justice Service for Nottinghamshire as specified in Section 3 – Specification and/or Section 4 - Technical Requirements at the prices shown in the Section 6: Schedule 12 - Charges for the term of two 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 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 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 THREE: SCHEDULE ONE: FORM OF TENDER
SECTION SIX: SCHEDULE ELEVEN: CHARGES AND SAVINGS
SECTION SIX: SCHEDULE TWELVE: 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 2: SCHEDULE FOUR: ORGANISATION AND CONTACT DETAILS
SECTION TWO: SCHEDULE FIVE: TENDER RESPONSE AND STATEMENT OF COMPLIANCE
SECTION 2: SCHEDULE SIX: MANDATORY REJECTION
SECTION 2: SCHEDULE SEVEN: DISCRETIONARY REJECTION
SECTION 2: SCHEDULE EIGHT: TRANSPARENCY
SECTION 2: SCHEDULE NINE: TECHNICAL AND PROFESSIONAL ABILITY REGULATION 25
SECTION 2: SCHEDULE TEN: PROJECT SPECIFIC QUESTIONS

This Tender shall remain open for acceptance by the Commissioner for a period of [insert number] days, in accordance with 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.

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 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 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]*

Canvassing

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of the Commissioner in connection with the award of the Contract 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 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.

Conflicts of Interest

Conflict of Interest refers to situations in which personal interests (which may include financial interests) may compromise, or have the appearance of, or potential for, compromising professional judgement and integrity and, in doing so, the best interests of the Commissioner.

Examples of conflicts of interest include: *(This is not an exhaustive list)*

- Being employed by (as staff member or volunteer) of any Police Force or Office of the Police and Crime Commissioner (OPCC)
- Being a member of a Police Force or OPCC management/executive board
- Canvassing, or negotiating with, any person with a view to entering into any of the arrangements outlined above
- Having a close member of your family (which term includes unmarried partners) or personal friends who falls into any of the categories outlined above
- Having any other close relationship (current or historical) with any Police Force or OPCC

* Delete as applicable

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 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 Commissioner.

Or

I declare that the Tenderer or someone associated with the Tenderer **does** have a conflict of interest that may prevent our full and unprejudiced participation in this procurement process. The nature of this conflict of interest is described below:

Signed:

Gifts and Hospitality

I/we hereby confirm that no individual or anyone associated with the Tenderer will/has:

Offer/offered or give/given, or agreed to give, to the Commissioner or any person employed by or on behalf of the Commissioner any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract opportunity or any other contract with the Commissioner, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract opportunity or any such contract.

Signed:

Schedule 4: Organisation and Contact Details

Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted)		
ORGANISATION DETAILS		
Registered office address	Company or charity registration number	
	VAT registration number	
	Name of immediate parent company	
	Name of ultimate parent company	
Type of organisation	i) a public limited company	
	ii) a private limited company	
	iii) a limited liability partnership	
	iv) other partnership	
	v) sole trader	
	vi) other (please specify)	
If a charity or a company limited by guarantee, please provide a copy of your constitution	Enclosed Yes/No	
Consortia and Sub-Contracting	a) Your organisation is bidding to provide the services required itself	
	b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
	c) The Potential Provider is a consortium	
If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.		

CONTACT DETAILS	
Contact details for enquiries about this ITT	
Name	
Address	
Post Code	
Country	
Phone	
Mobile	
Email	

Schedule 5: Tender Response and Statement of Compliance

Tenderers to Note:

The Tenderer's Response to the Specification (Section 3); the Technical Requirements (Section 4); and Schedules 1 - 12 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 response is given against each area and the table of Schedules. In the event that a Tenderer is unable to provide a response, the Tenderer shall provide a detailed reason as to why a response cannot be given. The 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 five sections:

The five sections are:

1. Executive Summary
2. Response to the Specification
3. Response to the Technical Requirements
4. Response to the Commercial Requirements and completion of Schedules 1 - 12

Schedule 6: Mandatory Rejection

Grounds for mandatory rejection

Important Notice:

In some circumstances the Commissioner is required by law to exclude you from participating further in this 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 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, 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)	

Schedule 7: Discretionary Rejection

Grounds for discretionary rejection

Important Notice:

The Commissioner 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 Commissioner 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, management structure or trustees?	
(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> a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme, arrangement with, or assignment for the benefit of, its creditors; it is for any reason dissolved; a petition is presented for its winding-up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; a receiver, or similar officer, is appointed over the whole or any part of its assets; the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994 or being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a	

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petition presented for sequestration of its estate; or any of the matters identified in Paragraph (a) occurs in relation to any of its partners;	
(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 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or it is for any reason dissolved or struck-off the register of companies; or it 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;	
(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); Or	
(f) employed or engaged, to the best of your knowledge, any director or senior officer with any personal or financial connection to any member or senior officer of Nottinghamshire Police.	

Schedule 8: Financial Information, Insurance and Transparency

1	FINANCIAL INFORMATION	
1.1	<p>The Commissioner will carry out an Independent Financial check on all Tenderers using Experian software. Therefore, your audited accounts will not be required at this stage unless a financial rating cannot 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	
2.1	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
2.2	Copy of Employer's liability insurance certificate enclosed	Yes/No
2.3	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
2.4	Copy of Public liability insurance certificate enclosed	Yes/No

3	TRANSPARENCY	
3.1	As a supplier / organisation looking to bid for public sector contracts you should be aware that as part of the government's transparency agenda tender documentation issued by the Commissioner for contracts over £10,000 will be published on a single website and made available to the public. You should also be aware that if your bid is successful, the resulting contract between you and the Commissioner will be published. In some circumstances, limited redactions will be made to tender documentation and/or contracts before they are published in order to comply with existing law, to protect commercial interests, and for the protection of national security. Please confirm your acceptance of this statement.	Yes/No

Schedule 4: Organisation and Contact Details

Scoring Mechanism - **PASS/FAIL**

PASS - All requested information has been provided

FAIL – Information requested not provided

Schedule 6: Grounds for Mandatory Rejection

Scoring Mechanism - **PASS/FAIL**

PASS - All answers are No

FAIL – One or more answers are Yes

Schedule 7: Grounds for Discretionary Rejection

Scoring Mechanism - **PASS/FAIL**

PASS - All answers are No or one or more answers are Yes. However, the Commissioner having reviewed the supporting information, has decided the Tenderer can proceed to the next stage of the process

FAIL – One or more answers are Yes and the Commissioner, having reviewed the supporting information, does not wish the Tenderer to progress further in the process

Schedule 8: Financial Information, Insurance and Transparency

Financial:

Scoring Mechanism - **PASS/FAIL**

PASS – Have achieved a Commercial Delphi rating of 45 or more against the Experian financial checking software, or if no rating available, the Finance Department have carried out an evaluation of the Company accounts and they consider the company to be financially viable

FAIL – Have achieved a rating of 44 or below against the Experian financial checking software, or if no rating available, the Finance Department have carried out an evaluation of the company accounts and they consider the company to be an unsuitable risk for this particular contract

It is the Tenderers' responsibility to ensure that their financial data including any Parent company relationship, held on record by Experian is current and valid at the time of your submission. The Commissioner will only accept the Commercial Delphi rating result taken at the time of the evaluation. A copy of the Experian report will be retained by the Commissioner and provided to the Tenderer on request.

Insurance:

Scoring Mechanism - **PASS/FAIL**

PASS – Proof of insurance provided and level of cover is acceptable for this particular contract

FAIL – Insufficient insurance cover in place and unwilling to provide sufficient cover

Transparency:

Scoring Mechanism - **PASS/FAIL**

PASS – Answer is Yes

FAIL – Answer is No

SUMMARY – Cannot proceed to Schedule 9 if FAIL allocated to this section

Schedule 9: Technical and Professional Ability Regulation 25

(Where the Potential Provider is a special purpose vehicle and not intending to be the main provider of the goods or services, the information requested should be provided in respect of the principal intended provider of the goods or services.)

4	EXPERIENCE AND CONTRACT EXAMPLES			
Please provide details of up to three contracts from either or both the public or private sector, that are relevant to the Commissioner's requirement. Contracts for the supply of goods or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them). The Commissioner reserves the right to contact any or all of these companies for a reference.				
		Contract 1	Contract 2	Contract 3
4.1	Customer Organisation (name):			
4.2	Customer contact name, phone number and email			
4.3	Contract start date Contract completion date Contract Value			
4.4	Brief description of contract (max 500 words) including evidence as to your capability in this market.			
If you cannot provide at least one example, please briefly explain why (100 words max)				

5	STAFFING & STRUCTURE	
5.1	How many staff does your organisation (including consortia members or named sub-contractors where appropriate) employ relevant to the carrying out of services and/or delivery of goods similar to those required under the Contract?	
5.2	How many staff does your organisation (including consortia members or named sub-contractors where appropriate) have available or do you intend to deploy in order to carry out the services and/or delivery of goods for the Contract opportunity? Please provide an organisation chart showing the details of roles.	
5.3	Please provide details of your board members and their roles.	

Schedule 10: Project Specific Questions

6. Equality		
6.1	Is it your policy as an employer to comply with all Equality related legislation, and is it your policy not to treat any one group of people less favourably than others because of their age, disability, gender, race, religion/belief or sexual orientation?	Yes/No
6.2	In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?	Yes/No
6.3	Does your organisation have a written Equality Policy? If yes, please provide a copy	Yes/No
6.4	Copy of Equality Policy enclosed?	Yes/No
6.5	Does your organisation train its staff in Equality and Diversity issues?	Yes/No

7. Health and Safety		
7.1	Is your organisation legally obliged to have a Health and Safety Policy? If yes, please enclose a copy of your Policy	Yes/No
7.2	Copy of Health and Safety Policy enclosed	Yes/No
7.3	Does your organisation make sure it complies with the Health and Safety at Work Act 1974?	Yes/No
7.4	Does your organisation train its staff in Health and Safety?	Yes/No

8. Professional Qualifications
Please provide details of any educational and professional qualifications of those individuals (and/or) the management responsible for delivering the Contract.

9. Data Protection		
9.1	Is your organisation legally obliged to have a Data Protection Policy? If yes, please enclose a copy of your Policy	Yes/No
9.2	Copy of Data Protection Policy enclosed	Yes/No
9.3	Does your organisation make sure it complies with the Data Protection Act 1998	Yes/No
9.4	Does your organisation train its staff in Data Protection?	Yes/No
9.5	Have you had any breaches in your data protection – if yes provide details	Yes/No

Questions within Schedule 9 & 10 are weighted and scored according to the evaluation scoring criteria below or given a Pass/Fail rating. A score of less than 2 out of 4 on any question is a fail

Evaluation Scoring Criteria

The marking scheme and guidance for each question is as follows,

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.

Each section will be scored and evaluated on a staged basis. If the Tenderer fails a section with pass/fail criteria or scores less than 2 for any question (prior to the weighting being applied) then the Tenderer will be judged to have failed that section and will not proceed to the next section. For example, if less than 2 is scored for Schedule 9 then the application will be rejected and will not proceed to Schedule 10.

Schedule 9: Technical and Professional Ability Regulation 25			
Table 4. Experience and Contract Examples		Weighting	Total Score
Q 4.1	Score (0-4)	1%	
Q 4.2	Score (0-4)	1%	
Q 4.3	Score (0-4)	1%	
Q 4.4	Score (0-4)	1%	
Table 5. Staffing			
Q 5.1	Score (0-4)	1%	
Q 5.2	Score (0-4)	1%	
Q 5.3	Pass/Fail	Pass/Fail	
Schedule 10: Project Specific Questions			
Table 6. Equality			
Q 6.1	Pass/Fail	Pass/Fail	
Q 6.2	Pass/Fail	Pass/Fail	
Q 6.3	Score (0-4)	1%	
Q 6.4	Pass/Fail	Pass/Fail	
Q 6.5	Pass/Fail	Pass/Fail	
Table 7. Health and Safety			
Q 7.1	Pass/Fail	Pass/Fail	
Q 7.2	Score (0-4)	1%	
Q 7.3	Pass/Fail	Pass/Fail	
Q 7.4	Pass/Fail	Pass/Fail	
Table 8. Professional Qualifications			
Q 8.0	Score (0-4)	1%	
Table 9. Data Protection			
Q 9.1	Score (0-4)	1%	
Q 9.2	Pass/Fail	Pass/Fail	
Q 9.3	Pass/Fail	Pass/Fail	
Q 9.4	Pass/Fail	Pass/Fail	
Q 9.5	Pass/Fail	Pass/Fail	
OVERALL SCORE	10%		

PART B - SPECIFICATION

Introduction

The Commissioner has a wide remit to cut crime and improve community safety in Nottingham and Nottinghamshire. The Nottinghamshire Police and Crime Plan 2013-18 sets out the Commissioner's intentions to achieve safer communities and improve trust and confidence in high quality policing by reducing crime and antisocial behaviour, ensuring fairer treatment of victims and citizens and demonstrating using public resources wisely. The plan includes a specific commitment to "protect, support and respond to victims, witnesses and vulnerable people" and "prevention, early intervention and reduction in re-offending". The Commissioner has also made a commitment to expanding the use of Restorative Justice by partners and ensuring there is consistent application of good practice.

The Commissioner receives a grant from the Ministry of Justice (MoJ) to commission local restorative justice services. He now wishes to commission a provider ("the Provider") to set up and deliver the Nottinghamshire Restorative Justice Service (RJS).

This section sets out the specification for the delivery of RJS.

Context

Restorative Justice Overview

MoJ states that Restorative Justice (RJ) offers victims an opportunity to be heard and to have a say in the resolution of offences, including agreeing rehabilitative or reparative activity for the offender. It can provide a means of closure and enable the victim to move on and help with the coping and recovery process.

RJ also provides an opportunity for offenders to face the consequences of their actions, recognise the impact that it has had upon others and where possible make amends. In this way, restorative justice has the potential to help rehabilitate offenders and enable them to stop offending. It can involve victims:

- Explaining to an offender the impact of the crime on them;
- Seeking an explanation and apology from the offender; and
- Playing a part in agreeing reparative or rehabilitative activity for the offender e.g. working for free for a charity, paying to repair any material damage, or keeping the victim informed of their progress in getting off drugs or finding a job.

When delivered effectively and to a consistently high standard, restorative justice activity can result in improved outcomes for the victim, offender and the wider community.

Research evidence suggests that face to face meeting between the victim and offender, known as "victim offender conferencing" or "VOC", is more effective than other forms of restorative justice activity. For the purpose of this service specification victim offender conferencing (VOC) should be a priority aim of the service. However, other forms of 'indirect' restorative justice activity are within scope and are not ruled

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out if risk assessments indicate it would be unsafe for participants to meet face to face as the victim or offender is unwilling to meet. Indirect communication and other restorative justice activity should be considered, such as telephone, video conference, written correspondence or 'shuttle' conferencing.

The research to date has identified offences where there is a clear (identifiable) victim, medium and high risk of reconviction offenders (equivalent of Offender Group Reconviction Scale (OGRS) scores 25-74) respond best to victim offender conferencing. There is very limited evidence on the effectiveness of RJ in cases of sexual offending or intimate partner violence (domestic violence). See Appendix B for a summary of the research on the effectiveness of restorative justice in improving outcomes for victims and offenders.

In line with MoJ guidance and the policy agreed by providers and stakeholders at the Commissioner's 2014 Domestic Violence Conference, RJS should not be offered victims of sexual violence and survivors of domestic abuse restorative justice. The Commissioner will keep this under review.

National Policy and Legislative Context

The Government's reforms to the sentencing framework and the management of offenders, as set out in the Green Paper 'Breaking the Cycle: Effective Punishment, Rehabilitation and Sentencing of Offenders', outlined a commitment to increase the use of RJ. Additionally, the Crime and Courts Act 2013 introduced provisions which make it explicit that courts can use their existing power to defer sentencing to allow for RJ activity, in cases where both victim and offender are willing to participate. RJ can therefore be offered and delivered to victims and offenders of crime pre-sentence (post conviction) as well as post sentence in both community and custody. MoJ is developing statutory guidance, and the NOMS pre-sentence pathfinder project will produce a toolkit for wider roll-out in 2014.

In November 2012, the MoJ working with Criminal Justice and Voluntary and Community Sector agencies, published a Restorative Justice Action Plan for the Criminal Justice System to provide a framework to integrate RJ into the Criminal Justice System (CJS). This work is being coordinated by the MoJ RJ Implementation Board.

European Union Victims' Directive 2012

The UK has opted in to the European Union Victims' Directive 2012 which establishes the right of victims to safeguards in RJ services. The Directive sets out the needs for minimum standards to 'ensure victims have access to safe and competent RJ services. Member states have until 16 November 2015 to comply, the Directive states that RJ services can be of great benefit to the victims but require safeguards to prevent secondary and repeat victimisations, intimidation and retaliation. It states that such services should therefore have primary consideration for the interests and needs of the victim, repairing the harm done to the victim and avoiding further harm.

Code of Practice for Victims of Crime 2013

The Code of Practice for Victims of Crime
(<https://www.gov.uk/government/publications/the-code-of-practice-for-victims-of-crime>) forms a key part of the wider Government strategy to transform the criminal justice system by putting victims first, making the system more responsive and easier to

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navigate. It sets out the services to be provided to victims of criminal conduct by criminal justice organisations in England and Wales and places a duty on the police to, where appropriate, offer or direct victims to information on RJ and how they can take part.

Equalities

Under the Equality Act 2010, the Commissioner has an ongoing legal duty to pay 'due regard' to the need to: eliminate unlawful discrimination, harassment and victimisation and other prohibited conduct; advance equality of opportunity between different groups (those who are a protected characteristic and those who are not); and, foster good relations between different groups.

Providers are required to act in accordance with this duty, as well as the more general provisions of the Equalities Act. Historically, some offender groups have been disproportionately treated differently by the Criminal Justice System (see NOMS Equalities Annual report 2011-12).

Female Offenders

Female offenders are a minority grouping within the offender cohort and often exhibit complex needs which must be addressed if their risk of reoffending is to be reduced. The government published its strategic objectives on Female Offenders in March 2013, which is integral to the delivery of offender management services. Needs in relation to domestic violence, sexual violence, and abuse are highly prevalent among female offenders. The MoJ is working with the Home Office on its Ending Violence against Women and Girls: Action Plan 2013. Given the different needs of female offenders compared to those of male offenders, the MoJ has published 'Thinking Differently About Female Offenders' which identifies effective ways of working with women.

Other restorative justice services in Nottinghamshire

RJS will be delivered alongside other restorative activity already delivered by criminal justice organisations in Nottinghamshire.

Youth Offending Teams (YOTs) are led by local authorities and funded by local partners and the Youth Justice Board to deal with young offenders, aiming to reduce the risk of young people offending and re-offending, and to provide counsel supervision and management to those who do offend. YOTs engage in a wide variety of work with offenders under 18, including RJ activity. In Nottinghamshire, it has been estimated that 95% of their activity is related to RJ.

Nottinghamshire Police uses restorative approaches for low-level offences, and anti-social behaviour termed as 'Community Resolutions'.

Organisations supporting adults around RJ, including probation, prisons, Nottinghamshire Police and Victim Support, have worked together in partnership to create the Rebuild project. The Rebuild Project currently provides a small number of RJ interventions. Remedi is also supporting the County Youth Offending Team with RJ activity.

This specification is to deliver a new integrated RJ service.

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The Commissioner's Vision and Objectives for Restorative Justice

For the purpose of this specification the Commissioner has defined RJ as:

"RJ processes and activity brings those harmed by a crime or conflict, and those responsible for that harm into communication, enabling everyone affected by a particular incident to play a part in repairing the harm and finding a positive way forward".

Vision:

RJ activity is victim focused and is offered and available at any stage of the victim's journey, ensuring their safety, and enabling them to better cope and recover from crime and anti-social behaviour. RJS must be delivered consistently to a common standard by trained competent individuals.

Specific Objectives:

That through commissioning, grant aid and joint working with partners the Commissioner aims to achieve the following objectives:

- Ensure RJ activity is victim centred and is on their terms at a time that is right for them;
- Increase victims, public and stakeholders' awareness and understanding of RJ;
- Ensure RJ activity is delivered by highly skilled, experienced and accredited practitioners to nationally recognised standards;
- Expand the delivery of justice in the criminal justice and other settings, such as schools;
- Ensure all services have an effective risk assessment and screening process as part of the referral process;
- Ensure any services are commissioned based upon research evidence of 'what works or what is promising' and feedback from the victims on their needs.

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Victim Services

The Nottinghamshire Integrated Victims' Support Service, (Invitation to Tender published in OJEU on 30 September) will provide victim-centred support to empower victims to cope and recover from crime and anti-social behaviour, regardless of whether or not they have reported the crime to the police.

The Contract will be awarded in December 2014. The victims' service provider will enable victims to achieve cope and recover outcomes through provision of culturally competent victim-centred face to face and telephone support which will include:

- offering information, advice and signposting about victimisation, victim support services in Nottinghamshire, the victim's journey through the criminal justice system, restorative justice and how it can help victims to cope and recover; and other local services which may be useful to victims;
- providing a victim-centred face to face service which will provide a range of informational, practical and emotional support for victims requiring additional help to cope and recover, ensuring that vulnerable, intimidated, persistently targeted or repeat victims receive additional support as required;
- ensuring that all victims requiring one have a support plan and a single point of contact for his/her case; and
- making referrals to other services as required by the victim, working with local advocacy services to ensure that victims receive the support they need to cope and recover.

The Provider must work proactively with the provider of victim services. In relation to RJ the Integrated Victim Support Service provider will:

- Ensure victims receive information and advice as appropriate about how RJ contributes to the cope and recovery journey;
- Promote RJ at all appropriate stages of the victims' journey as an appropriate and effective victim support mechanism;
- Ensure victims are referred to the RJ when agreed with the individual victim or victims; and
- Work constructively with the RJS Provider to capture victims' improved cope and recovery outcomes after participating in RJ activity.

The Provider must engage with the Nottinghamshire Integrated Victim Support Service to ensure delivery of a joined up service. This will reduce the risk of unintentional re-victimisation which could result from overlapping operations conducted by multiple service providers.

Other victims' services

The Provider should be aware of those victims eligible for/engaged in the National Probation Service's Victim Contact Scheme and ensure that all services provided under this specification are provided with due consideration to the victims.

Service overview

The Commissioner is inviting organisations to submit a tender to establish and manage an 'Integrated RJS' for Nottingham and Nottinghamshire with a responsibility for promoting, co-ordinating and delivering victim centred RJS. The appointed Provider will work in partnership with the Commissioner to achieve the

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Commissioner's vision and objectives for RJ and his ambition as identified in the Police and Crime Plan.

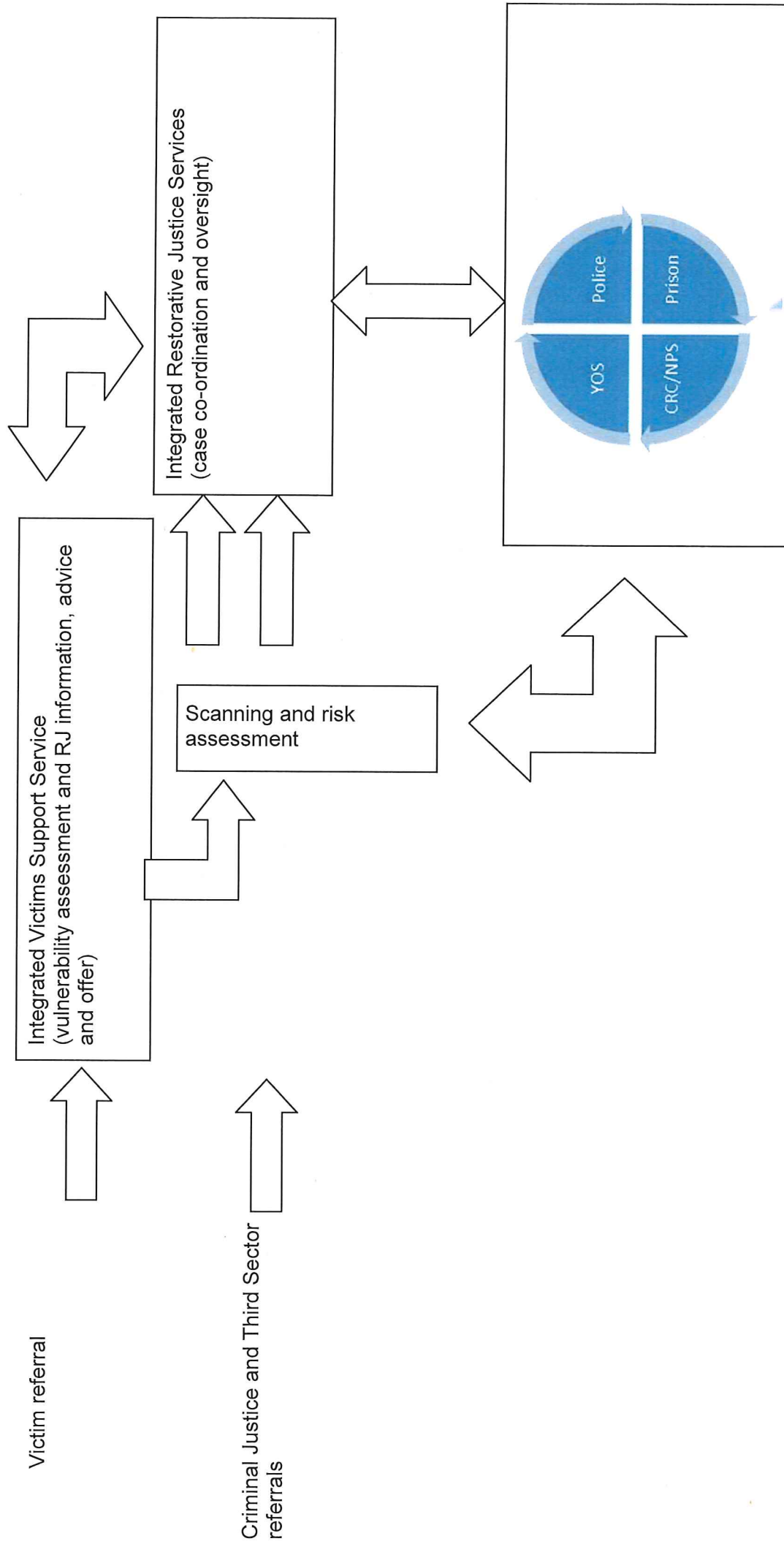
The successful Provider will be expected to negotiate and work with the other RJ providers in Nottingham and Nottinghamshire to establish a city and countywide integrated restorative justice service. This service will create a network of providers to facilitate victim's access to victim-centred RJS throughout Nottingham and Nottinghamshire. The Provider will oversee and co-ordinate RJ activity to ensure victims have easy access to high quality accredited services.

The successful delivery organisation will be required to provide a range of services, specifically:

- Deliver victim – offender conferencing as a priority for pre or post sentence or deliver indirect communication, but only if the assessment indicates it would be unsafe for participants to meet face to face or the victim has made an informed choice not to;
- Introduce and maintain an area wide referral system and create a single point of contact for RJ services in discussion and with support of other RJ commissioners and providers in Nottingham/shire;
- Introduce a single shared referral and assessment system to access services;
- Co-ordinate and maintain oversight of all RJ cases through a network of providers;
- Work closely with criminal justice agencies to assess offender suitability to take part in the RJ activity, in line with any criminal investigations, court proceedings or probation/community rehabilitation company arrangements;
- Provide RJ activity to support the introduction of 'Community Remedy' menu of options introduced under the Anti-Social Behaviour, Crime and Policing Act 2014;
- Provide accredited training to practitioners and Police Officers to ensure RJ services and activity are delivered to a high and consistent standard;
- Use all forms of media to increase the public's understanding and awareness of RJ;
- Work closely with the Out of Court Disposal Scrutiny Panel to improve the public's understanding and confidence in the decision making process of out of court disposals and increase transparency, victim trust and satisfaction;
- Ensure relevant information sharing protocols are in place to facilitate the sharing of victim and offender data and information;
- Work closely with Nottinghamshire Integrated Victims' Support Service to promote actively the benefits of victim-centred RJ to the public, victims, offenders and criminal justice agencies;
- Work closely with Nottinghamshire Integrated Victims' Support Service to ensure victims' cope and recover outcomes related to RJ are captured and reported.

The diagram on page 56 sets out the model for delivering restorative justice services and the relationship with the Nottinghamshire Integrated Victims Support Service.

Nottinghamshire Integrated Victim Support Service and Restorative Justice Service



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Service Component Requirements

Victim Centred RJ Model

The most efficient and effective service model for Nottinghamshire will be delivered when all victims are aware of RJ and able to access it if the offender is also willing to participate.

RJ services must be delivered to not only meet the needs of victims but to safeguard them as well. The RJS must be victim-centred and provide victims with the benefits of:

- Being available at the point of need
- Maintain contact with victim and other agencies where necessary
- Provide expert support when required by victim
- Acting in victims' interest and with the appropriate safeguards.

Definition of RJ Activity

RJS is funded as part of the Commissioner's Victims' Services Grant from MoJ. The Grant must be spent on:

- services for victims of crime and particularly victims in the priority categories outlined in the Victims' Code: victims of the most serious crime, persistently targeted victims, and vulnerable or intimidated victims, to help them cope with the immediate impacts of crime and, as far as possible, recover from the harm they have experienced. (Victims are further defined in Article 2 (a) of the Victims' Directive);
- support services for family members (as defined in Article 2 (b) of the Victims' Directive¹);
- any associated costs that arise in the process of commissioning/provision of victims' services.

For the purpose of this service specification provision is considered to be RJ activity if:

- The participants consist of, or include, the offender and one or more of the victims;
- The activity gives a victim or victims an opportunity to talk about, or by other means express experience of, the offending and its impact and to have a say in the resolution of offences; and
- The activity aims to maximise the offender's awareness of the impact of the offending concerned on the victims.

Community Remedy, launched on 20th October 2014, will offer victims an opportunity to be heard and to have a say in any future action to be undertaken by the offender, including agreeing rehabilitative or reparative activity for the offender. It can provide a means of closure and enable the victim to move on. RJ also provides an opportunity

¹ Directive 2012/29 of the European Parliament and of the Council establishing minimum standards on the rights, support and protection of victims of crime, and replacing Council Framework Decision 2001/220/JHA

² Relevant existing provision refers to services accessible to victims' of crime which are currently in place and funded by other means.

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for offenders to face the consequences of their actions, recording the impact that it has had upon others and where possible make amends. In this way, RJ has the potential to help rehabilitate offenders and enable them to stop offending. It can involve victims:

- Explaining to an offender the impact of the crime on them;
- Seeking an explanation and apology from the offender; and
- Playing a part in agreeing reparative or rehabilitative activity for the offender e.g. working for free for a charity, paying to repair any material damage or keeping the victim informed of their progress in getting off drugs or finding a job.

Our priority is direct RJ activity which can be delivered through:

- **A face-to-face meeting** (sometimes called a restorative justice conference or victim-offender conference): involves a trained facilitator, the victim(s), and the offender(s) and supporters, usually family members. Such meetings might conclude with an agreement for further steps to be taken, such as some sort of reparation, but this is not mandatory.
- **A community conference:** involves members of the community that have been affected by a particular crime and all or some of the offenders. This is facilitated in the same way as an RJ conference but it differs in that it can involve many people.

The new 'Community Remedy' will empower victims and communities; giving them a greater say over how agencies respond to complaints or anti-social behaviour and in/out of court sanctions for offenders.

MoJ evidence suggests that a face-to-face meeting between the victim and offender is an effective form of RJ activity in terms of outcomes for victims and offenders. However, it is important that the right type of RJ activity is delivered for the individual circumstance at the right time. Where possible, a face-to-face meeting should be prioritised, but if the trained facilitator does not assess it as suitable then an alternative type of restorative justice activity can be considered. For example, indirect communication is possible. This can be via telephone or video conferencing, written correspondence or 'shuttle RJ' through the facilitator. This may lead to a face-to-face meeting at a later stage.

Where victim-offender Conferencing is held, appropriate outcomes/activity required as part of the conferencing process are agreed. This will form the basis of the Outcome Agreement, copies are provided to those who require it (including IVSS, IOM, CRC, NPS) as appropriate) and it is monitored until such time that the victim is satisfied that all action has been undertaken and both parties are able to 'sign-off) as completed. **Outcome Agreement** – the RJ enables participants to consider and discuss the outcomes they would want to see from the conference. This is formalised as an 'Outcomes Agreement' during the VOC (this is a written document agreed by all parties) (for more information see RJC Best Practice Guidance Feb 2011 section 3b).

RJ should be on offer as early as possible – immediately after victim referred for support services.

If a victim does not take up an RJ service offer immediately the Provider should work with the Nottinghamshire Integrated Victims' Support Service to plan an approach

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where the Integrated Victims' Support Service goes back to a victim and offers RJ support again at a later time. The Provider will give victims a range of options about RJ and enable them to make an informed decision.

All RJS or activity provided under contract to the Commissioner should only take place where an assessment by a trained experienced accredited facilitator indicates that this would be an appropriate course of action and is victim centred and safe. The successful providers must evidence that account has been taken of guidance issued by the Restorative Justice Council and where necessary, the correct advice is sought to ensure the development of a safe and competent RJ justice service in accordance with Article 12 of the Victim Directive.

Providers must either have or be willing to work towards the RJ Council's Restorative Justice Quality Mark.

Service Requirement (Other)

The day to day management and all elements of delivery of the service should be within Nottingham/shire. The provider must outline as part of their tender response, what and how it will deliver the service. We expect the provision of RJ services to be available when victims are best able to participate in the RJ activity. Consequently the RJ service should provide a service in the evening and at weekends, as required by victims. Operating hours must be approved by the NOPCC.

Anticipated Demand and Referral Criteria

The level of RJ interventions with adult offenders across Nottingham and Nottinghamshire is currently low. Practitioners in Nottinghamshire have indicated that restorative justice activity currently undertaken is between 2% to 5% of the total volume of crime dealt with annually, despite 20% to 25% of the total cases being potentially eligible for RJ. This is in stark contrast for agencies dealing with young people where it is reported that 95% of eligible cases involve RJ.

In considering the year 2013, out of 68,452 crimes, 3,400 RJ interventions could be carried out. The actual level of future demand for RJ activity will be influenced by the take up of victims, suitability and assessment of adult offenders and the interest and capacity of the courts, National Probation Service and Community Rehabilitation Company.

Taking into consideration the maximum contract value and amount of funding available each financial year, as set out below, Tenderers must indicate the anticipated number of RJ activities that can be delivered each year. This must be applicable across the whole of Nottinghamshire and takes account the specific service requirements of criminal justice, Police and other partners.

The Provider is expected to prioritise RJS for adults i.e. adults over 18 years, but not exclusively as there might be occasions due to the involvement of both adults and young people involvement in a crime where it would be appropriate to involve young people in the RJ approach. There also may be occasions when the RJS specialist resources i.e. VOC are requested to be provided an offender and victim under 18 years. All such referrals will need to be considered on a case by case basis. Any accredited training provided by the RJS should be available to organisations that work with adults and young people. It may be possible that both the city and county Youth Offending Services (YOS) may want to separately commission the RJS to provide RJ training for YOS officers in 2015/16. The successful Provider will be

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required to consult with both city and county YOS as part of the mobilisation and set stage between January to March 2015 and develop a separate service level agreement.

As part of the mobilisation phase of setting up the new service the Provider will be expected to consult with other partner organisations, including but not limited to Nottinghamshire Integrated Victim Support Services, to establish referral criteria. These criteria must be approved and signed off by the NOPCC and there must be a signed protocol in place between the RJS and the Integrated Victim Support Service.

Out of Hours and Community Based Services

The service must be victim-centred, and as such, available to victims at times that are convenient for them, provided within a flexible framework that ensures availability on evenings and at weekends at venues within Nottingham and throughout Nottinghamshire. The Provider must agree the operating hours with the NOPCC.

Working in Partnership

The introduction of this new service will mean that existing providers of RJS will have to work in a different way if the Commissioner's ambition of creating a single point of contact and a county wide referral and assessment system is to be achieved. The successful Provider will need the ability to work, and previous experience of working, co-operatively with funding organisations and providers to create a network of services which is easily accessed by victims.

The successful Provider will be expected to co-ordinate and maintain oversight of all RJ open and live cases across Nottinghamshire.

Length of Contract and Value

The Commissioner's funding is confirmed on an annual basis. Subject to confirmation of the Commissioner's 2016/7 funding from the Ministry of Justice, the Contract will run from 1st February 2015 to 31 March 2016. Prior to the end of the Contract, the Commissioner will consider:

- Extending the Contract by one financial year.

The cost of the service will not be fixed. A 5% year on year efficiency saving will be expected for the service, in line with other services funded by the Commissioner. The successful Provider will be required to agree a budget for the Service every year with the Commissioner.

The Commissioner shall require the Provider to provide continuous improvement and innovation proposals throughout the lifetime of the contract which may be adopted in accordance with the terms of the contract and provided that any variation arising from such improvement or innovation does not amount to a material change to the Specification.

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The table below illustrates the maximum value of the Contract and shows how the Commissioner has the maximum available budget over the period 1st February 2015 to 31st March 2016.

Duration	Maximum Value based on Funding Available to the Commissioner	Delivery (Not Exhaustive)
1 st February 2015- 31 st March 2015 Phase 1 - Mobilisation	Up to £30,000	<ul style="list-style-type: none"> • Negotiate and create a network of RJ providers • Consult with YOS on training requirements • Deliver training • Create an area wide referral system • Introduce single shared referral and assessment process • Introduce information sharing and other procedures with victim support services and other criminal justice providers • Recruit staff and volunteers • Define service criteria and prioritisation • Agree detailed cope and recover outcomes reporting mechanism with the provider of Nottinghamshire Integrated Victims' Support Service • Subject to TUPE advice, agreed a procedure and cases to be transferred with RJ Provider
1 st April 2015 – 31 st March 2016 Phase 2 – Full Delivery	Up to £200,000	<ul style="list-style-type: none"> • Delivery of single point of contact • Co-ordination and oversight all RJ cases • Deliver RJ activities and services • Promote RJ to victims, public and stakeholders. • Performance reporting

Implementation of the Service

Providers are expected to submit with their tender documentation a project plan (that shows how tasks will be delivered for the period 1 February 2015 to 31st March 2015) to be agreed with NOPCC.

Quality Requirement

The successful Provider must, as a minimum, be working towards the Restorative Justice Council – RSQM (Restorative Service Quality Mark) (<https://www.rsqm.org.uk/why/apply>) and have successfully achieved the RSQM within the life of the Contract i.e. by 31st March 2016.

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Staff Training

Both the victim and offender must be assessed and fully able, willing and suitable to engage safely in a restorative process; this assessment must be carried out by fully trained and accredited RJ practitioners who meet national standards – i.e. are registered members of the Restorative Justice Council.

Information Management and Technical Requirement

The Commissioner is committed to having a single case management system for the point of contact for victims and RJ services. NOPCC is currently working with partners to identify which system will be used. Use of the system will be under the umbrella of agreed information sharing protocols that are compliant with data protection legislation.

The Provider must pro-actively use the case management system to be provided by NOPCC as a platform to record and share victim and offender data when required. The IT case management system will be Public Service Network (PSN) compliant and meet the standard of Business Impact Level 3 accreditation. The Provider will be expected to provide and use secure email to send and receive victims' and offenders' data between relevant agencies and make sure that all victim and offender information is kept up to date to comply with the Data Protection Act 1998.

In addition, the Provider must:

- Ensure clear organisational information sharing protocols are in place to support and govern multi-agency information sharing in line with data protection legislation;
- Notify NOPCC immediately of any data loss or theft by electronic built-in auditable report. This will require action dependent on type and volume including contact with the victim, offender and possible ICO notification;
- Provide NOPCC with management information reporting on support provided, targets and outcomes achieved. This information must be of sufficient granularity to provide useful and meaningful data for analytical and performance monitoring purposes;
- Ensure that all staff are trained in the IT system, able to input accurate and consistent data with appropriate and robust data protection training;
- Ensure that continued professional development can be maintained on the IT system by individuals annually and records maintained; and
- Ensure that business continuity planning is in place and reported to NOPCC as part of governance assurance.

Equality and Diversity

The Commissioner will be commissioning work, to take place during October – December 2014, to engage with people from different equality groups to find out how best this service should support female and male victims of all ages and ethnicities and disabled and LGBT victims. This work will report in December 2014 and the Provider must implement the recommendations agreed by NOPCC.

The Provider must also:

- Ensure that its Service is accessible to male and female victims of all ages, ethnicities, religions and beliefs and to disabled and LGBT victims;

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- Provide face to face support to victims by staff and/or volunteers that the victim feels compatible with;
- Work pro-actively with BME, disability, faith and LGBT community groups and volunteers, to promote the service and to ensure that victims who have not referred a crime to the police are aware of the Service and feel confident to self refer to it; and
- Reflect the communities it is supporting by delivering the service through a diverse staff and volunteer base.

The Service must pro-actively support victims in Nottinghamshire across all demographics.

The Tenderer must submit an equalities impact assessment on the Service as part of its tender, and complete an annual equalities impact assessment thereafter.

Performance Information – Outputs and Outcome

We expect both the Nottinghamshire Integrated Victims' Support Service and the restorative justice service to enable victims to achieve cope and recover outcomes. These outcomes must not be double counted by different providers and we expect the providers of both services to work together constructively to capture outcomes, distinguishing between cope and recover outcomes achieved through support services and cope and recover outcomes achieved through restorative approaches. Currently, our thinking is that the vast majority of cope and recover outcomes, including those achieved by restorative approaches, will be captured and reported by the integrated victims' support service provider.

However, we recognise that there may be some instances where victims who have had little or no contact with the integrated support service will wish to participate in restorative approaches. In these instances it may be difficult, or undesirable, for the integrated victims' support service to capture and report on victims' restorative approaches cope and recover outcomes.

By January 2015 a new outcomes framework for victim support services in Nottinghamshire will have been developed. During January and February 2015, we expect the integrated victims' support service provider and the restorative justice service provider to agree how they will use the outcome reporting mechanism, including their respective roles and responsibilities in outcomes reporting. This will be agreed with Nottinghamshire Office of the Police and Crime Commissioner. The agreed approach will include consideration of robust data sharing principles to ensure that victims' data is not shared unnecessarily between providers. It may be that at this stage different reporting arrangements are agreed for cope and recover outcomes.

We also expect the Provider to report on the following:

Strategic Outcome	Performance Measure
More victims are aware and participating in RJ activity	<ul style="list-style-type: none">• Number of referrals and assessments completed• Number of RJ conferences and other activities held per year.• % of victims who would recommend RJ to other victims following completion.

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Victims are able to cope and cover from crime	<ul style="list-style-type: none">• % of victims who feel RJ has helped them to cope and recover from crime• Number and % of suitable victims engaging with the process• Number and % of suitable victims completing the process• Number of outcome agreements• Number and % of victims updated as per outcome agreement;
Reduce re-offending	<ul style="list-style-type: none">• Re-offending rate with 12 months per offender completing RH process• Reduction in the frequency and severity of offences within 12 months of completing RJ process• Number of pre and post sentence referrals
RJ Activity is delivered consistently to high standard	<ul style="list-style-type: none">• % of satisfied victims• Number of organisations achieving RJ Council Quality Mark• % of RJ practitioners trained and accredited.

The Provider will be expected to attend and co-operative fully with any scrutiny arrangements put in place by the NOPCC.

Contract Management

During January to March 2015 the Provider will develop and agree a regular performance report with the Commissioner, which is based upon the list of performance measures above.

The Provider must meet the NOPCC quarterly for performance management and contract meetings during the lifetime of the Contract. These meeting will include a discussion on performance, targets and spend. Any barriers to performance will be discussed and a plan to address any shortfall in performance will be agreed. The service will be included in the Commissioner's annual audit plan and the Provider must proactively work with the Commissioner's Audit Team.

Dependencies

The identified dependencies for the service are:

- Referrals for the service through a variety of routes, including self referral, referral from 'Integrated Victim Support' service, Police and other CJ partners
- Understanding and awareness of restorative justice by victim and offenders
- Number of suitably assessed offenders
- Clear agreement being in place with Courts, Crown Prosecution Service, National Probation Service and Community Rehabilitation Company for pre and post sentence RJ activity
- Training and briefing of Magistrates, Criminal Justice and Court officials

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- C-operation and willingness of partners to create a single referral, assessment and network of providers
- Willingness and confidence of victims to participate in victim offender conferences and other direct communication
- System interoperability with Police Forces and other agencies

Interfaces

The Provider must have a direct interface with:

- Nottinghamshire Integrated Victims' Support Service
- Nottinghamshire Police
- Other restorative justice providers across Nottingham and Nottinghamshire
- Courts, Crown Prosecution Service, National Probation Service and Community Rehabilitation Company
- Prison Service and secure estate
- Nottinghamshire and Nottingham Youth Offending Services
- Local Authority Community Protection, Anti-Social Behaviour and Community Safety Departments
- Direct Interface with public and voluntary sector and community services providing referrals

Risks

The following have been identified as major risks areas for the service. The provider must submit a risk register setting out the major risks to deliver the service, in both the implementation and delivery phases and giving information about how they will be managed.

Information Security

The Provider's Information Security and data management must conform to ISO 27001. In addition, victims and offender data must be held at 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.

The Provider must submit its Information Management Policy.

Service Continuity and Resilience

Suitable arrangements must be in place to ensure that should there be a failure of the Provider's telephony or IT systems, a fail-over mechanism exists which will ensure continuity of service. Where a fault exists outside of the control of the Provider i.e. with a landline or ISP provider, suitable service level agreements must be in place which minimise the loss of service.

The Provider must submit a plan to evidence its business resilience in the event of an unforeseen event creating large numbers of demands for a particular event.

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Safeguarding

The Provider must:

- vet all staff and volunteers with an enhanced Disclosure Barring Service develop clear links with relevant safeguarding arrangements to ensure victim related safeguarding concerns and risks are identified and addressed; and
- ensure any staff or volunteers requiring access to Nottinghamshire Police systems are vetted by Nottinghamshire Police to non police personnel (NPPV3) level;

TUPE

Potential providers must seek their own legal advice on whether TUPE applies to the service. The Commissioner shall separately provide details of any staff that may be subject to TUPE arrangements as soon as such information becomes available.

Subject to TUPE legal advice the Provider as part of the mobilisation phase may need to agree a procedure for the transfer of RJ cases.

Intellectual Property Rights

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

Sustainability/Environmental

In accordance with the Public Services (Social Value) Act 2012, the proposed tender for the Nottinghamshire RJS will contribute to the improvement of economic, social and environmental wellbeing of Nottingham/shire. 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 NOPCC policy in relation to environmental issues.

Whole of life support

The requirements of the 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.

Equality

The successful Provider 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.

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Useful RJ Links

- MoJ Restorative Justice Action Plans:
<https://gov.uk/government/colections/restorative-justice-action-plan>
- MoJ's restorative justice website page:
<http://justice.gov.uk/victims-and-witnesses/restorativejustice>
- Guidance on arranging for victims and offenders to meet:
<https://www.gov.uk/government/publications/arrange-for-offenders-to-meet-their-victims>
- Restorative Service:
<http://www.restorativejustice.org.uk/news/standards/>
- Restorative Justice Council guidance for PCCs:
<http://www.restorativejustice.org.uk/guidance> for PCCs
- European Union Victims' Directive 2012. The Directive sets out the need for minimum standards to 'ensure victims have access to safe and competent restorative justice services'. Member states have until 16 November 2015 to comply
- Best Practice Guidance for Restorative Practice. Restorative Justice Council (2011)
- Restorative Service Standards and Restorative Service Quality Mark. Restorative Justice Council Consultation Paper, Restorative Justice Council, March 2013.
- Restorative Service Standards and Restorative Service Quality Mark Framework – Draft for Consultation. Restorative Justice Council, March 2013
- Better Outcomes Through the Victim-Offender Conferencing (Restorative Justice), National Offender Management Service, November 2012.
- Restorative Justice Action Plan for the Criminal Justice System, Ministry of Justice, November 2012.
- Facing up to Offending: use of Restorative Justice in the Criminal Justice System, Criminal Justice Joint Inspection, September 2012.

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TECHNICAL REQUIREMENTS

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1 Introduction

This section of the ITT sets out the 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)
- Mandatory Information Requests (MIR)

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 Requirements

The tables below set out the Commissioner's Mandatory Requirements relating to the provision of the services.

TABLE 2.1: HEALTH AND SAFETY REQUIREMENTS	
Reference	Requirement
MR1	Provision and management of a fully trained and certified First Aider available on the premises during working hours

TABLE 2.2: SAFEGUARDING	
Reference	Requirement
MR2	Must have clear and robust Safeguarding Vulnerable Adults and Safeguarding Children and Young People policies

TABLE 2.3: SUSTAINABILITY AND ENVIRONMENTAL	
Reference	Requirement
MR3	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).
MR4	Must contribute to the improvement of economic, social and environmental wellbeing of Nottinghamshire

TABLE 2.4: SECURITY	
Reference	Requirement
MR5	Must comply with the Data Handling schedule attached as Appendix A
MR6	Must have a vetting and barring policy
MR7	Must have an information management policy

TABLE 2.5: RISK MANAGEMENT	
Reference	Requirement
MR8	Must have a risk management policy and conform to ISO 27001

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TABLE 2.6: DEVELOPMENT AND INNOVATION

MR9	Must actively seek to identify new or potential improvements to the Services to enable them to be delivered at lower costs and/or at greater benefits to the Commissioner;
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TABLE 2.7: PROGRESS REPORTING

MR10	Must provide a fortnightly review of progress of implementation of the Services during the Mobilisation Period
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TABLE 2.8: MANAGEMENT INFORMATION REPORTING

MR11	Once established and operational, must provide quarterly performance reports and conduct management review meetings
MR12	Must have an assigned individual who will be responsible for liaison with the Commissioner on an ongoing basis

TABLE 2.9: TRAINING

MR13	Must provide training in accordance with the proposed schedule/levels as detailed in the Tender Response
MR14	Must provide continued professional updating and personal development of its staff and volunteers
MR15	Must hold, or be actively working towards, TJ Council's Restorative Justice quality mark

TABLE 2.10: PRODUCTS

MR16	Must provide suitable accommodation in Nottingham/ Nottinghamshire for staff/volunteers and the necessary equipment to enable effective functioning.
------	--

TABLE 2.11: EQUALITY

MR17	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.
MR18	Must complete an annual equalities impact assessment on the service

TABLE 2.12: ACCOUNTABILITY

MR19	Must agree to co-operate fully with the Independent Scrutiny Arrangement that is to be established.
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TABLE 2.13: COMPLAINTS

MR20	Must have a clear complaints procedure.
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TABLE 2.14: FINANCIAL

MR21	Must have a financial policy
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TABLE 2.15: VOLUNTEER MANAGEMENT

MR22	Must have a volunteer management policy
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3 Mandatory Information Requirements

The Commissioner may wish to further test the Tenderer's ability fully to meet its requirements by requiring the Tenderer to respond to questions designed to test the Tenderer's 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 successfully appointed as the Provider.

Mandatory Information Requirements

TABLE 3.1: SERVICE SOLUTION RELATED QUESTIONS	
Reference	Mandatory Information Requirement
Health & Safety MIR1 Table 2.1	Please describe how you will manage/supervise the provision of a trained first aider(s) on the premises during working hours
Safeguarding MIR2 Table 2.2	Provide a copy of your Safeguarding Vulnerable Adults and Safeguarding Children and Young People policies
Safeguarding MIR3 Table 2.2	Detail your organisation's safeguarding responsibilities and what steps you will take to meet your responsibilities.
Sustainability and Environmental MIR4 Table 2.3	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).
Sustainability and Environmental MIR5 Table 2.3	Detail how you will contribute to the improvement of economic, social and environmental wellbeing of Nottinghamshire.
Security MIR6 Table 2.4	Please confirm that you are willing and able to comply with the Data Handling Schedule – Appendix A
Security MIR7 Table 2.4	Provide a copy of your vetting and barring policy
Security MIR8 Table 2.4	Provide a copy of your information management policy
Risk Management MIR9 Table 2.5	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 Commissioner)
Risk Management MIR10 Table 2.5	Provide details of accreditation to ISO 27001 or equivalent and BIL3 compliance
Risk Management MIR11 Table 2.5	Provide a copy of your business continuity plan and risk register
Development and Innovation MIR12 Table 2.6	Detail what new or potential improvements you have identified to enable the Services to be delivered at lower costs and/or at greater benefits to the Commissioner;

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Training MIR13 Table 2.9	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
Training MIR14 Table 2.9	Provide evidence holding, or actively working towards, TJ Council's Restorative Justice quality mark
Products MIR15 Table 2.10	Describe arrangements for accommodation, administrative support, IT and other data management support.
Equality MIR16 Table 2.11	Provide a copy of your equalities impact assessment on the service
Equality MIR17 Table 2.11	Provide an initial equalities impact assessment
Accountability MIR18 Table 2.12	Confirm agreement to comply with the Independent Scrutiny Arrangement
Complaints MIR19 Table 2.13	Detail how complaints will be managed, including how they are reported, providing flexible procedures for individuals wishing to make a complaint, being open and transparent and leading to positive change.
Financial MIR20 Table 2.14	Clearly set out how your organisation ensures that its finances are managed with integrity, together with details of how financial decisions are made.
Volunteer Management MIR21 Table 2.15	Provide a copy of your volunteer management policy

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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

<p>Tenderer's Response to Section 3 - Specification - The requirements as stated within the Specification(s) are provided below. Tenderers are invited to respond to each requirement ensuring all points are answered in the right hand boxes.</p> <p>Responses should be in full and supported by evidence, allowing evaluators to gain a good understanding of how the Tenderer intends to provide and support the Restorative Justice Services to Nottinghamshire. Diagrams will be accepted and the wording would be calculated within the total word count for each response.</p> <p><i>The entire specification should be considered when answering individual questions.</i></p>			
No	Requirement	Response Requirement	Tenderers Response
1	Provide details of how you propose to achieve the Commissioner's Vision and Objectives for Restorative Justice?	A Method Statement not to exceed 1500 words	<i>Tenderer to complete</i>
2	Provide details of how you propose to engage with the Nottinghamshire Integrated Victim Support Service to ensure delivery of a joined up service	A Method Statement not to exceed 1000 words	<i>Tenderer to complete</i>
3	How will you ensure that you are aware of those victims eligible for/engaged in the National Probation Service's Contact Scheme?	A Method Statement not to exceed 1000 words	<i>Tenderer to complete</i>

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4	How will you ensure that all services provided under this specification are delivered and victim-centered?	A Method Statement not to exceed 1000 words	<i>Tenderer to complete</i>
5	Provide details of how you will negotiate and work with other RJ providers in Nottinghamshire to establish a city and county wide integrated restorative justice service?	A Method Statement not to exceed 500 words	<i>Tenderer to complete</i>
6	How will you ensure the safeguarding of the victims?	A Method Statement not to exceed 500 words	<i>Tenderer to complete</i>
7	Provide a copy of the proposed victim and offender agreements that confirm their understanding and agreement to participate in RJ activity	Copies of each agreement required	<i>Tenderer to complete</i>
8	Provide a copy of the assessment that will be undertaken to determine if RJ is suitable and what form of RJ activity would be effective	A copy of the proposed assessment form	<i>Tenderer to complete</i>

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9	How will you evidence that account has been taken of guidance issued by the Restorative Justice Council and where necessary, the correct advice is sought to ensure the development of a safe and competent RJ service, in accordance with Article 12 of the Victim Directive?	A Method Statement not to exceed 500 words	<i>Tenderer to complete</i>
10	Confirm that you either have or are willing to work towards the RJ Council's Restorative Justice Quality Mark – to be achieved no later than 31/03/16	Either evidence of quality mark or detailed plan showing how will be achieved within set timescales	<i>Tenderer to complete</i>
11	Outline how you will deliver the service, including locality, operating hours and availability to victims	Outline plan	<i>Tenderer to complete</i>
12	In accordance with the maximum contract value, indicate the anticipated number of RJ activities that can be delivered each year	A Statement not to exceed 500 words	

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13	Provide a full detailed implementation plan showing how the services will be mobilised during phase 1 (1 st February 2015 – 31 st March 2015) to enable the full services to commence from 1 st March 2015	Detailed plan to be provided	<i>Tenderer to complete</i>
14	Confirm that you are willing to pro-actively use an external case management system determined by the NOPCC.	Confirmation required	<i>Tenderer to complete</i>
15	Confirm that your IT system or proposed IT system meets the technical requirements stipulated.	Confirmation and evidence required	<i>Tenderer to complete</i>
16	Provide details of your information sharing protocols to support and govern multi—agency information sharing.	Policies and Method Statement not to exceed 500 words	<i>Tenderer to complete</i>
17	How do you propose to ensure that the service is accessible to male and female victims of all ages, ethnicities, religions and beliefs and to disabled and LGBT victims	Policies and Method Statement not to exceed 500 words	<i>Tenderer to complete</i>

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3 Tenderer's Response to the Mandatory Information Requirements

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

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. <i>The entire specification should be considered when answering individual questions.</i>			
No	Mandatory Information Requirements Reference	Mandatory Information Requirement	Tenderers Response
1	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	Safeguarding Table 3.1	Provide a copy of your Safeguarding Vulnerable Adults policy	<i>Tenderer to complete</i>
3	Safeguarding Table 3.1	Detail your organisation's safeguarding responsibilities and what steps you will take to meet your responsibilities.	<i>Tenderer to complete</i>
4	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>
5	Sustainability and Environmental Table 3.1	Detail how you will contribute to the improvement of economic, social and environmental wellbeing of Nottinghamshire as detailed in Table 2.2 MR4 & MR5	<i>Tenderer to complete</i>
6	Security Table 3.1	Please confirm that you are willing to and able to comply with the Data Handling Schedule – Appendix A	<i>Tenderer to complete</i>
7	Security Table 3.1	Provide a copy of your vetting and barring policy	<i>Tenderer to complete</i>
8	Security Table 3.1	Provide a copy of your information management policy	<i>Tenderer to complete</i>

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9	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 Commissioner)	<i>Tenderer to complete</i>
10	Risk Management Table 3.1	Provide details of accreditation to ISO 27001 or equivalent and BIL3 compliance	<i>Tenderer to complete</i>
11	Risk Management Table 3.1	Provide a copy of your business continuity plan	<i>Tenderer to complete</i>
12	Development and Innovation Table 3.1	Detail what new or potential improvements you have identified to enable the Services to be delivered at lower costs and/or at greater benefits to the Commissioner;	<i>Tenderer to complete</i>
13	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>
14	Training Table 3.1	Provide evidence holding, or actively working towards, TJ Council's Restorative Justice quality mark	<i>Tenderer to complete</i>
15	Products Table 3.1	Describe arrangements for accommodation, administrative support, IT and other data management support.	<i>Tenderer to complete</i>
16	Equality Table 3.1	Provide a copy of your equalities impact assessment on the service	<i>Tenderer to complete</i>
17	Equality Table 3.1	Provide an initial equalities impact assessment	<i>Tenderer to complete</i>
18	Accountability Table 3.1	Confirm agreement to comply with the Independent Scrutiny Agreement	<i>Tenderer to complete</i>

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19	Complaints Table 3.1	Detail how complaints will be managed, including how they are reported on, providing flexible procedures for individuals wishing to make a complaint, being open and transparent and leading to positive change.	<i>Tenderer to complete</i>
20	Financial Table 3.1	Clearly set out how your organisation ensures that its finances are managed with integrity, together with details of how financial decisions are made.	<i>Tenderer to complete</i>
21	Volunteer Management Table 3.1	Provide a copy of your volunteer management policy	<i>Tenderer to complete</i>

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COMMERCIAL RESPONSE REQUIREMENTS

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1 Executive Summary

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 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 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.

2 Charges and Savings

2.1 Tenderers must complete Schedule 11 - Charges with all proposed charges/prices to provide the services together with savings projections

2.1.1 The charges/prices must cover all requirements (including any actual or potential impact of TUPE on the Tenderer).

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

2.1.4 Tenders must show the following in their breakdown:

- A 5% year on year reduction in cost
- Employee and Volunteer Costs
- Premises Costs
- Transport and Travel Costs
- Supplies and Services
- Management and Administration Costs

3 References

Tenderers must provide in Schedule 12 details of three current customers from whom the Commissioner may seek references.

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4 Performance Management and Service Credit Regime

The provision of the services is important to the delivery of the 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 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:

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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 Commissioner 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 Provider
3A1	Levels of front line staff are being adequately and consistently maintained	Total number of Provider'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

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3A2	Levels of overall resourcing are being adequately and consistently maintained	<p>No. of items delivered against no. of items ordered</p> <p>Actual availability of hours/equipment/system against stated availability</p> <p>Days lost (works contracts)</p> <p>No. of disruptions to supply / service / works</p>
3A3	Service / Demand levels or progress of works are being consistently maintained by the provider without interruption	<p>No. of service failures, non-performance instances, deviation from works plan etc</p> <p>Number of instances where SLA is exceeded</p>
3A5	Levels of ongoing training and development and staff competencies of those involved in the Contract are being retained	<p>Does the Provider regularly review the competencies of their staff employed on the Contract?</p> <p>Levels of investment in training by the Provider, against contract or other target?</p> <p>Number of instances where staff of the Provider are removed off the Contract due to lack of competence.</p>
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)	<p>Number of times Provider has successfully responded to changes/emergencies against total number of requests</p>
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>
5A4	The provider is engaged in	<p>Number of continuous improvement initiatives identified by Provider</p>

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	continuous service improvement / innovation throughout the life of the Contract	Number of continuous improvement initiatives implemented by Provider
5A6	The supply of service provides added benefit (reduced calls to force control room)	Number of logged added benefits realised
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 Provider failing to carry out defined responsibilities or being more pro-active?</p> <p>Number of issues not resolved by the Provider 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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Schedule 11: 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 that your submission has included a 5% year on year saving?	
Confirm how you will work with the Commissioner to deliver future savings each year of the Contract? Where acceptable your innovation will become a KPI and form an integral part of any future contract.	

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Schedule 12: 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 Commissioner contacting any of the references provided in Schedule 12.