

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier dated 31/10/2019.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	Prj_3802, con_17154
From:	MoJ Commercial & Contract Management Directorate (CCMD), on behalf of; Data and Analytical Services Criminal Justice Analytical Services Ministry of Justice 7 th Floor, 102 Petty France London SW1H 9AJ ("Customer")
To:	NatCen Social Research 35 Northampton Square London Greater London EC1V OAX ("Supplier")

Effective Date:	24 th October 2019
Expiry Date:	End date of Initial Period 31 st August 2022 End date of Maximum Extension Period 31 st December 2022, subject to funding availability Minimum written notice to Supplier in respect of extension: 1 month

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B.
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Key Individuals:	MoJ – REDACTED , REDACTED MoJ Analytical Services – REDACTED , REDACTED , REDACTED NatCen Social Research – REDACTED , REDACTED
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Contract Charges (including any applicable discount(s), but excluding VAT):	REDACTED
Insurance Requirements	As per those detailed in the DPS framework agreement
Liability Requirements	Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms)
Customer billing address for invoicing:	REDACTED Data and Analytical Services Criminal Justice Analytical Services Ministry of Justice 7.12, 7 th Floor, 102 Petty France London SW1H 9AJ

GDPR	As detailed in Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects)
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title:

REDACTED

Name and Title:

REDACTED

REDACTED

REDACTED

Signature:

Signature:

REDACTED

REDACTED

Date:

REDACTED

Date:

REDACTED

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

Evaluation of MoJ-MHCLG Offender Accommodation Pilot Specification of requirements

Purpose

The Ministry of Justice (MOJ), in conjunction with the Ministry for Housing, Communities and Local Government (MHCLG) is seeking a supplier to conduct both a process and impact evaluation of the 'Offender Accommodation Pilot'. The pilot, running between September 2019 and September 2022, aims to reduce reoffending and homelessness in vulnerable individuals leaving prison, by providing them with appropriate accommodation and other support.

REDACTED

Introduction

- 1) This project is being commissioned by the Ministry of Justice (MoJ) Data and Analytical Services Directorate (DASD), in conjunction with the MoJ Reducing Reoffending team and the Ministry of Housing, Communities and Local Government (MHCLG) Homelessness Delivery team. This project is being commissioned through the CCS Research Marketplace Dynamic Purchasing System, framework ref. RM6018.
- 2) The MoJ is a major government department, at the heart of the justice system. It is a ministerial department, supported by 33 agencies and public bodies. The organisation works together and with other government departments and agencies to bring the principles of justice to life for everyone in society.
- 3) Each year millions of people use our services across the UK - including at courts, tribunals and prisons in England and Wales. We have a challenging agenda to provide a more effective, transparent and responsive criminal justice system for victims and the public, as well as providing fair and simple routes to civil and family justice. We also work to protect the public and reduce re-offending, by managing offenders from the point at which they are charged to the end of their sentence, providing supervision and support as they are reintegrated into society.
- 4) MHCLG is a ministerial department, supported by 11 agencies and public bodies. The Authority's job is to create great places to live and work, and to give more power to local people to shape what happens in their area. Key responsibilities include driving up housing supply; increasing home ownership; devolving powers and budget to boost local growth in England; and supporting strong communities with excellent public services.
- 5) This specification sets out the requirements for a suitably qualified and experienced contractor to conduct research and analysis to contribute to a process, impact and economic evaluation of an Offender Accommodation pilot.

Background

- 6) **REDACTED**.
- 7) **REDACTED**
- 8) **REDACTED**

9) **REDACTED**

10) **REDACTED**

Project requirements

11) This document outlines the requirements for the evaluation of the pilot. Bidders must indicate how they intend to meet these requirements.

12) The primary aims of the evaluation are to:

- a. **Impact evaluation:** Robustly assess the impact of the offender accommodation pilot on key outcomes of interest.
- b. **Process evaluation:** Provide evidence on the implementation and delivery of the pilot.

Scope of requirements

13) The objectives of the evaluation are:

- a) Objective 1: To work with the Authority and pilot sites to design and agree the most appropriate methodology for an impact evaluation by October 2019.
- b) Objective 2: Explore implementation and delivery of the pilot; what has worked well and what challenges have been encountered. Understand how the pilot has made a difference to offenders and what the key mediating factors in determining their associated outcomes are.
- c) Objective 3: Collect evidence and conduct analysis to understand any change in service users' outcomes and, if possible, to what extent they are attributable to the pilot

14) To respond to this tender, prospective suppliers must provide information on how they will meet objectives 1-3. This should include:

- a) A plan for determining how they will work with the Authority, pilot sites and relevant partners to design an appropriate impact evaluation for the pilot,
- b) A proposal for the process evaluation, including how this will be delivered in practice
- c) An initial proposal for an appropriate methodological approach for the impact evaluation, based on the information provided in this tender document.

15) The supplier will be required to ensure early findings are fed-back to pilot areas to support further delivery.

16) The Supplier will be required to deliver a comprehensive and robust evidence base within the timeframe detailed in this Statement of Requirements.

17) This evaluation contract is expected to commence in September 2019 and will finish in June 2022. However, the Authority reserves the right to break the contract and not proceed with Objective 3 if there is no satisfactory conclusion to Objective 1.

18) The following tasks are within the scope of requirement and the Supplier will:

- a) Co-design, with the Authority, the evaluation methodology. This will include agreeing the final methodological approach for the process evaluation and undertaking a feasibility assessment to determine the most appropriate methodology to undertake a robust prospective impact evaluation with an appropriate counterfactual. If this is not possible an outcome evaluation may be taken forward;
- b) In collaboration with the commissioner, agree appropriate outcome measures for the evaluation;

- c) Design quantitative and qualitative data collection tools to collect evidence on stakeholder and service users' views, and outcomes for service users;
- d) Conduct the required qualitative fieldwork and analysis to gain insights from a range of stakeholders (including the pilot suppliers, prison resettlement leads, local authority housing leads, CRCs resettlement leads, 3rd sector accommodation providers, service users) on the implementation and delivery process;
- e) Use the qualitative and quantitative data to answer the research objectives and feedback findings to the Authority;
- f) Conduct analysis to determine the impact of the pilot on service users' outcomes.

Out of Scope

19) The following tasks are outside the scope of the requirement:

- a) Collection of Performance Management Information for the pilot;
- b) The Evaluation Supplier will not be responsible for the holding and transferring of participants' personal details for the purposes of administrative data linking;
- c) A retrospective impact evaluation using MoJ data on reoffending (as undertaken by the Justice Data Lab);
- d) An economic evaluation to determine the costs and benefits of implementing the pilot.

Aims and research questions

- 20) The work shall seek to meet the three objectives of the evaluation and answer the following research questions by drawing on the full range of data available. The Supplier may suggest additional research questions.
- 21) It is imperative that the Supplier works in partnership with the Authority and the pilot sites, and the tender should present plans for how the Supplier will engage with the pilot sites and ensure an on-going dialogue with them throughout the course of the project.
- 22) Throughout the project, the Supplier must provide updates on the progress being made towards agreeing the appropriate methodology for the impact evaluation, highlighting any risks and challenges associated with the different designs (i.e. RCT/quasi experimental), whether and how these may be mitigated, and the recommendations they would make as a result.
- 23) The Supplier must provide a detailed evaluation project plan agreed with the pilot sites and the Authority that takes into consideration the start date of enrolment in to the Pilot (expected to be from August 2019) and the need to provide interim findings during the course of the pilot with final evaluation findings in Spring 2022.

Objective 1: To finalise a suitable impact evaluation methodology with the Supplier by October 2019.

- 24) Primarily, the feasibility phase should explore options for undertaking either a Randomised Control Trial or quasi-experimental prospective impact evaluation. The design of the impact evaluation should include an appropriate counterfactual. Discussions with the Pilot Suppliers about randomising enrolment are being undertaken but as yet it's not clear as to whether it will be feasible to do this. Therefore, During the co-design phase, equal consideration should be given to both an RCT and a quasi-experimental design. Alternatives, such as an outcome evaluation, will be considered if these are not possible due to operational constraints for an impact evaluation.

- 25) This will need to be undertaken in partnership with the Authority and the 3 pilot areas.
- 26) Irrespective of method, the Authority expects the impact evaluation to provide evidence of the impact of the intervention on accommodation outcomes over two years and evidence of the impact on other outcomes of interest in the logic model (detailed under Objective 3).
- 27) The impact evaluation design needs to be suitable to allow for a Cost Benefit Analysis (CBA) to be undertaken by the Authority.
- 28) The methodology of the impact evaluation must be co-designed with the Authority and the support of the pilot sites and other areas (e.g. areas identified as potentially providing access to service users to be part of the counterfactual group), as appropriate. As part of the co-design work, the Evaluation Supplier must consider and appropriately deal with the operational and ethical concerns of the Pilots. It is also expected that the Evaluation Supplier will engage with the Government Trials Advice Panel during the design and implementation phases of the impact evaluation.
- 29) Potential providers must outline their experience of conducting experimental and quasi-experimental designs, and how they have worked in partnership with service providers and practitioners to deliver evaluations on the ground. Potential providers must also demonstrate their consideration of the expected key risks and challenges when carrying out the scoping and co-design work. Potential providers must also demonstrate their skills, knowledge and expertise - in research methodology, offenders, homelessness and complex needs, and co-design - that will mitigate these key risks wherever possible. Potential providers must also outline what, if anything, they expect from the Authority to assist with this process.
- 30) Given the timescales for this work, the Evaluation Supplier must outline a project and implementation plan for Objective 1 that they will be ready to implement immediately upon Contract commencement.

Objective 2: Explore implementation and delivery of the pilot: what has worked well and what challenges have been encountered

- 31) To identify what works well across the design, set up and delivery of the pilot, where the challenges lie, and how these have been or may be addressed. It is envisaged that fieldwork will need to be undertaken to capture early lessons to feed in to the implementation of the pilot as well as understanding on-going delivery at different time points. This will need to account for service user demographics and needs, the outcomes achieved and the perspectives of a range of stakeholders. This may include the following questions:

Service delivery

- i. How are pilot suppliers estimating and planning for demand and supply, utilising the eligibility criteria?
- ii. How are suppliers securing accommodation for an offender upon their release from custody? And how is it located (eg clustered, dispersed)? How is service user preference managed in sourcing accommodation? How are local housing markets and the supply of housing influencing the accommodation sourced and the challenges presented?
- iii. What support is being provided on release from custody and how it is delivered? What are the caseloads for suppliers' staff and how are the peaks and troughs of demand for support managed? What support is given to staff delivering the pilot support services?

- iv. What is the approach to engaging and working with service users (from the perspective of the service user as well as the pilot suppliers and other stakeholders)?
- v. How are the suppliers managing the services; what are their overall team structures, roles and staffing levels? Does this change across the lifetime of the pilot?
- vi. What are the service users' experiences of the pilot? What do service users identify as the enabling or disabling factors associated with their outcomes?

Stakeholder working

- vii. To what extent and in what ways are CRCs, NPS and local authorities within the pilot areas engaging with the pilot suppliers?
- viii. What are the experiences of accessing and building relationships with other service providers/stakeholders?
- ix. What changes, if any, are required to ways of working between stakeholders and with offenders to deliver the pilot?

Lessons learned

- i. What are the successes, challenges and lessons learned for the design and implementation of the pilot? Are any specific to the local context?
- ii. What are the successes, challenges and lessons learned for the delivery and management of the pilot? Do these differ across the pilot areas?
- iii. What are the resources, capacity and partnership arrangements required to deliver the pilot? Could delivery to the service users be improved?
- iv. Where services are near to the end of their funding period, how far have pilot areas got in working towards ensuring the pilot impacts are sustained for service users?
- v. What if any, unintended or unforeseen outcomes arise from the pilot?

Objective 3: Collect evidence and conduct analysis to understand to what extent any change in service users' outcomes are attributable to the pilot.

32) Dependent on the outcome of the feasibility phase, analysis of attribution of impact will be undertaken.

- i) Has the pilot achieved the expected outcomes? These include that the offender:
 - Has not engaged in detected criminal activity
 - Maintains pilot tenancy at 6M, 12M, 18M and 24M
 - Has the knowledge and skills to sustain a tenancy post-pilot
 - Maintains wellbeing
 - Is engaged in education/training/employment
 - Has pro-social attitudes
- ii) If possible, for whom has the pilot been most effective? What factors, if any, influence the effectiveness of the pilot? (eg support received, type of accommodations, underlying support needs of service users)

33) Potential providers must provide an outline approach for an impact evaluation designs using randomised enrolment in to the pilot based on approximately 400 offenders enrolling

in the pilot. Given that the specifics of the impact evaluation are to be finalised during Objective 1, the costings provided in the tender are to be based on Day Rates for Objective 3.

34) It should be noted that the Authority has a draft pilot enrolment questionnaire. This will be shared with the Evaluation Supplier when the contract is awarded. It is possible that this could be used to collect evidence for the pilot evaluation.

Methodology

35) Potential contractors must outline in full their proposed methods and what information each approach described will provide to the evaluation.

36) Care must be taken to coordinate any client contact for the evaluation, covering both data collection on outcomes and qualitative data collection, in order to minimise the risk of confusion about the research and the risk of overburdening participants.

37) Potential providers must provide details of how they will sample and seek input from a range of different stakeholders and client groups to ensure they are able to answer the questions set out above.

38) Potential providers must provide set out the fieldwork methods to be used i.e. focus groups, interviews, surveys, and the expected methods of analysis as well as clearly setting out how their plans will minimise the burden on clients and ensure the research is interactive and collaborative.

39) Table 1 provides information on pilot activity and timings and Table 2 provides suggested milestones, with three phases of fieldwork but different and innovative approaches are welcomed and encouraged to deliver the requirements within the limited budget, as long as (a) they have benefit to answering the research questions and (b) robustness of approach is clearly demonstrated.

Table 1: Pilot activity

Time	Pilot Activity
August 2019	Commence enrolment in to the pilot
April 2020	Enrolment ceased. Maximum numbers will now be in pilot
September 2020	Month 1 enrolment group have spent at least 12 months in accommodation.
September 2021	Month 1 enrolment group have spent 24 months in accommodation. First cohort of offenders exit the pilot.
End April 2022	Pilot ends. Last group of offenders leave accommodation (those enrolled at the latter stages of the enrolment period will not have had 24 months in accommodation)

40) The Authority will input into and sign off all data collection tools. The supplier must build in time to incorporate feedback from the Authority into their planning process.

41) Tenderers must demonstrate expertise in completing research using the proposed methods, including details of previous similar research where appropriate.

- 42) The contractor will be expected to work closely with the commissioners to plan and agree the detailed approach to the research and analysis. It is expected that the approach will be sensitive to potential geographical and contextual differences between the pilot areas.
- 43) The contract break point will be used to review whether the project requirements are able to be met with the methodological approach proposed in Objective 1. If it is deemed that the project requirements are unable to be met, MoJ reserves the right to terminate the contract at this point.
- 44) The contractor will ensure that data is collected with due respect to ethical considerations, with minimal burden on the supplier and stakeholders. Monitoring data can be made available to contractors where necessary and practical.
- 45) Bidders should outline an approach for the qualitative and quantitative process assessment, including how they will collect data to support this (e.g. collection method, potential sampling strategies, recruitment strategy, recording the data, access to research e.g. such as for prisoners with literacy difficulties), as well as data analysis.

Outputs

- 46) Over the period of the contract the successful contractor must provide:
 - a) Weekly progress updates (via telephone or email)
 - b) A detailed research plan (following a project inception meeting with MoJ), which will be updated following the feasibility phase.
 - c) Regularly updated Risk Register (reviewed monthly)
 - d) Research tools (e.g. data collection tools and protocols for consent in line with GDPR requirements)
 - e) Four presentations – format to be agreed (at interim stages and the final stage of the project during the steering group meetings– timings to be confirmed)
 - f) Monthly updates for the evaluation steering group
 - g) Interim reports of findings after each phase of fieldwork (within 3 months of fieldwork being completed)
 - h) Final report of publishable standard covering Objective 2
 - i) Outline of final report structure (by end of January 2022)
 - j) Final report of publishable standard covering Objective 3 (by end of June 2022)
- 47) The Supplier will provide all written outputs in plain English, and for these to be quality assured and proof read by the Supplier before submission to the Authority. All outputs will be reviewed by the Authority. The final reports will be go through an academic peer review process. Written reports must meet the standards set out in Annex B 'MoJ Publications Guidance'. The structure of the final report must be agreed with MoJ prior to drafting. Reports will be considered for publication on /GOV.UK. MoJ holds the final decision on the appropriate dissemination of findings.

Project management

Contractor obligations

- 48) The project manager nominated by the contractor must have sufficient experience, seniority and time allocated to manage the project effectively.
- 49) It is expected that following the project initiation meeting, regular contact will take place between the contractor and the commissioner by telephone, email and face to face meetings. The frequency of contact will be agreed at the project inception meeting. This will be in addition to four evaluation steering group meetings.
- 50) The project will involve data collection with different stakeholders within the criminal justice system, and it is desirable that the successful contractor demonstrate criminal justice experience in the proposed research team in order to inform the work. **Tenderers must provide information about the technical skills and experiences of the proposed research team. This should as a minimum identify the project team that will be involved in working on the project, outlining their job/grade, skills, experience, the number of days that they will spend on the project, and the nature of their involvement.**
- 51) Tenderers must also:
- a. Outline how the contract will be delivered in the event of staff changes during the project;
 - b. Provide details of how they will keep the commissioner updated on the progress of the project;
 - c. Describe in detail how they will manage this project to ensure that it runs to time and budget; and
 - d. Identify risks associated with the successful completion of the research and how they plan to mitigate them.
- 52) **Consortium bids are welcomed** if the organisation(s) are registered on the framework as a consortium, and tenderers must clarify any relevant lines of responsibility among consortium members, and proposed arrangements for management and liaison with the project manager.

Reporting and governance arrangements

- 53) The commissioner will nominate a contract manager, who will be the successful contractor's first point of contact during the project and will manage all administrative issues and contractual and technical matters. They, or a nominated replacement, will be available to deal with queries, be responsible for liaising with other colleagues during the course of the project, and ensure all parties are kept up to date on progress.
- 54) The contractor will be obliged to keep the MoJ project manager informed of progress by means of regular updates as required. Arrangements will be agreed by the MoJ project manager and the contractor, and will likely include a combination of telephone and email updates alongside at least **five** face-to-face meetings (including a project inception meeting) to be held at the Ministry of Justice HQ (London) over the course of the project. The Authority shall reserve the right to call additional meetings when deemed necessary.
- 55) MoJ will set up an evaluation steering group, comprising government officials from MoJ/MHCLG and other relevant stakeholders. The contractor will allow for **four** steering

group meetings within the evaluation budget, to be held at Ministry of Justice HQ (Petty France or Canary Wharf). It is crucial for the success of the evaluation that the steering group is fully involved in the project as it develops, and the contractor will be obliged to provide updates at steering group meetings. Any issues emerging between meetings will be discussed between the MoJ project manager and the contractor project manager.

Quality assurance

- 56) All outputs shall be accurately drafted and proof-read before submission to MoJ. Poor quality outputs will be rejected by the Ministry of Justice.
- 57) The tenderer must commit to undertaking **quality assurance of all deliverables** and provide details of the quality assurance procedures they have in place. The successful contractor will guarantee the accuracy of all outputs, and detail what quality assurance processes have been undertaken. All research tools and project outputs will be agreed with the commissioner.

Risks

- 58) Tenderers must identify and assess the risks associated with undertaking the research, and propose how these may be managed and overcome. The contractor will develop a full risk register on award of the contract.

Timetable

- 59) Tenderers must confirm that they can meet the timetable below and outline how they will organise their team and research plan to do so. Alternative suggestions to how the work will be delivered are welcome, but a final quality assured report must be delivered by June 2022.
- 60) Suggested milestones are proposed below. If the milestones presented in the project specification are not feasible, tenderers should provide their views of what can be delivered and when.

Table 2: Suggested milestones

DATE	SUGGESTED MILESTONES
Sept/Oct 2019	Contract awarded (w/c 23 rd September 2019)
	Project inception meeting (30 th September 2019)
	Research plan submitted (w/c 07/10/19)
Nov 2019	Impact evaluation Feasibility report (w/c 11/11/19)
	Evaluation steering group meeting 1 (w/c 18/11/19)
Spring 2020	Interim report 1 following first stage of fieldwork
	Evaluation steering group meeting 2
Autumn / Winter 2020	Interim report 2 following second stage of fieldwork
	Evaluation steering group meeting 3
Spring / Summer 2021	Interim report 3 following third stage of fieldwork

Spring 2022	Evaluation steering group meeting 4
June 2022	Final report

Project costs

- 61) REDACTED This includes Objectives, 1, 2 and 3. We anticipate Objectives 1 and 2 will total REDACTED and the cost of objective 3 will depend on which option is chosen. We will amend the contract through contract change process, once a decision has been taken by both parties about which option we will proceed with for objective 3.
- 62) However, following the outcome of Objective 1 feasibility phase, if additional budget is required to undertake and complete Objective 3 it may be possible to obtain additional funding REDACTED extending the total value of the contract REDACTED as an absolute maximum, but **there is no guarantee of this additional budget being allocated.**
- 63) Therefore, bidders should outline the best bid they can offer and outline costs for Objectives 1 and 2 tender requirements, which must be a fixed price to fulfil these objectives, and also an estimated cost for Objective 3.
- 64) Tenderers must submit clear costings for each aspect of Objectives 1 and 2 of the project. This must include a detailed breakdown of what activities each member of the research team will conduct with a specification of the time allocated and their daily rate; and any assumptions associated with the costs. Tenderers must demonstrate how their bid provides additional value in meeting the research aims while containing costs.
- 65) The pricing for Objective 3 will be based on the anticipated requirements outlined in this specification. Suppliers must provide a rate card cost and estimated number of days for each role for the delivery of the objective. The day rates submitted for objective 3 must be fixed, however, the number of days each role is required may be revised slightly based on the outcomes of objective 1.

Payment milestones

- 66) Payment milestones will be tied to achievement of key stages of the contract. The milestones and invoice amounts set out in the table below relate to Objectives 1 and 2 only REDACTED A separate invoice schedule will be developed once a decision has been made about which option we will proceed with for objective 3.

Table 3: Payment milestones

Milestone and percentage of payment	Milestone	Expected date	Amount to be invoiced for (excluding VAT)
Milestone 1 (20%)	Receipt and approval of detailed project plan and feasibility report	January 2020	REDACTED

Milestone and percentage of payment	Milestone	Expected date	Amount to be invoiced for (excluding VAT)
Milestone 2 (15%)	Completion of stage 1 fieldwork and interim report	Spring 2020	REDACTED
Milestone 3 (15%)	Completion of stage 2 fieldwork and interim report	Winter 2020	REDACTED
Milestone 4 (15%)	Completion of stage 3 fieldwork and interim report	Winter 2021	REDACTED
Milestone 5 (15%)	On delivery of quality assured and agreed report for Objective 2	Winter 2021	REDACTED
Milestone 6(20%)	On delivery of quality assured and agreed final report and data outputs	October 2022	REDACTED

Ethical issues

67) **Tenderers must detail the ethical implications of the evaluation design, fieldwork, data analysis and reporting of the evaluation and how they will address these.** Evaluation shall be in accordance with relevant professional guidelines on ethical evaluation practice (for example, Government Social Research (GSR) Professional Guidance: Ethical Assurance for Social Research in Government (<https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>)).

68) Tenderers will detail how they will address, at a minimum, the following:

- Honesty to practitioners and participants about the purpose, methods and uses of the evaluation;
- Participant confidentiality and anonymity;
- The independence and impartiality of researchers in relation to the subject of evaluation; and
- Risks to researchers and participants (e.g. health and safety)

69) Tenderers must detail how they will guarantee that all material considered as part of the proposed study shall be treated as confidential and that the anonymity of all parties involved shall be preserved entirely in any of the outputs. No material supplied to meet the objectives of the current study can be used by the contractor for any other purposes (e.g. newspaper, journal articles, interviews with or presentations to outside parties) unless express prior permission is granted by the Authority.

Data protection

70) All data will be collated and stored in accordance with the Data Protection Act 1998, Freedom of Information Act 2000, the General Data Protection Regulation (Regulation (EU) 2016/679) and Government Economic and Social Research Team guidelines - <http://www.civilservice.gov.uk/networks/gsr>¹. All published output from the evaluation will be anonymous. The successful contractor must comply throughout the project with the MoJ data protection policy, as set out in Annex 'E'.

71) **Tenderers shall demonstrate their processes for dealing with data securely and as a minimum how they will comply with Ministry of Justice data protection guidance for contractors and subcontractors (Annex F). Proposals must cover how data will be transported / transferred, handled, analysed and stored including retention schedules.**

72) In addition to the above, the successful contractor must be willing to comply with any reasonable requests in relation to meeting the security requirements of other data controllers (e.g. agencies within the participating areas).

Security

73) The successful contractor must ensure that some or all staff working on the project must have or be willing/able to obtain a Baseline Personnel Security Standard (BPSS) check, as set out in Annex F.

Response

74) The response to the quality section (tender) must be limited to **10,000 words exclusive of references, footnotes, and costing tables. The response must include:**

- How the work will be conducted and how the listed aims will be met;
- An itemised outline timetable of the stages of work;
- Details of the project team that will be involved in working on the project, outlining their grade, number of days on the project, skills, experience and nature of their involvement in the research;
- How the contract will be delivered in the event of staff changes during the project;
- What project management techniques and reporting will be used;
- Details of the quality assurance procedures in place;
- Details of any ethical issues, data protection relevant to the proposal and how these will be addressed;
- A risk register identifying risks associated with the completion of the research and how tenderers plan to mitigate them; and
- Clear separate costings for each aspect of the project including a detailed breakdown of what activities each member of the research team will conduct with a specification of the time allocated and their daily rate, and any assumptions associated with the costs.
- Potential Providers must ensure that the Pricing Schedule has been completed in full.
- Prices should be submitted in pounds Sterling and exclusive of VAT.
- It is imperative that ALL costs are accounted for as MoJ will reserve the right to only honour payment of reasonable discrepancies and only when first agreed in advance in writing.

¹ See information under GSR Code: Products i.e. legal and ethical subsection.

All communication in relation to this opportunity must be via the CCS e-sourcing portal.

Tender evaluation

75) Proposals will be evaluated by an evaluation panel using the following weightings:

Table 4: Tender evaluation weighting

Evaluation Criteria	Criteria Weighting %
Quality	80%
Price	20%
Total	100%

76) Suppliers are required to provide the following mandatory information as part of their submissions. If the supplier's response is 'No' to any of these requirements, and no evidence can be provided of steps being taken to comply with these requirements, the bid will be deemed as non-compliant and will be excluded from further evaluation.

Table 5: Mandatory questions- for information only

	Key Participation Requirements	Yes/No response
1	Do you have ethical guidance for your organisation. If yes – please provide a copy of the guidance If no – please provide evidence of processes in place to consider the ethical implications of your work or that you are working towards relevant accreditations	Yes / No
2	Do you have a quality assurance policy in place? If yes – please provide a copy of the guidance If no – please provide evidence of processes in place to quality assure all work undertaken and outputs produced	Yes / No
3	Are all those who would be working on the project already BPSS cleared or prepared to undergo BPSS clearance? If no – please provide evidence of equivalent checks in place or indication that you are willing to undergo the necessary checks required	Yes / No
4	Does your organisation have a data security policy? If yes – please provide details	Yes / No

	Key Participation Requirements	Yes/No response
	If no – please provide evidence of how you ensure your data is handled and stored in accordance with GDPR	

The Quality criterion will be further broken down as detailed in the table below:

Table 6: Assessment criterion

	Main Criterion	Maximum Criteria score ('Weight')
1	<p>Understanding of the research and analysis requirement</p> <p>Evidence of understanding the context and the requirements, including, in terms of the subject area, relevant legal and ethical issues and how confidentiality and anonymity will be managed.</p>	15%
2	<p>Proposed methodology</p> <p>Robustness and suitability of the proposed approach for meeting the project aims and research questions, including details on the number of phases of fieldwork, the type of stakeholder (research participants) and the purpose of data collection. Please make sure any assumptions underlying the suggested methodological approach are explained in full.</p>	30%
3	<p>Knowledge and expertise of design and delivery</p> <p>Research skills required to undertake the different elements of the evaluation by demonstrating expertise in completing research using the proposed methodology, including details of previous work done.</p> <p>Evidence of knowledge and skills of research team.</p> <p>Awareness and experience of practicalities of undertaking research in prisons or similar environments. It is desirable to have experience of conducting research in prisons; please provide evidence.</p>	20%
4	<p>Project management</p> <p>Adequacy of the proposed project team to meet the evaluation requirements and complete outputs on time and to sufficient quality.</p> <p>Adequacy of project plan to meet the project aims and timetable to deliver.</p> <p>Adequacy of risk management plans and explanation of how risks will be identified and assessed.</p> <p>Bidders must:</p> <ol style="list-style-type: none"> a. Outline how the contract will be delivered in the event of staff changes during the project; b. Provide details of how they will keep the commissioner updated on the progress of the project; c. Describe in detail how they will manage this project to ensure that it runs to time and budget; and d. Identify risks associated with the successful completion of the research and how they plan to mitigate them. 	15%

	Main Criterion	Maximum Criteria score ('Weight')
5	Price Proportion of best price evaluation based on overall project cost for Objectives 1 and 2	15%
6	Price Proportion of best price evaluation based on rate card estimated project cost for objective 3	5%
	TOTAL	100%

77) The quality criteria will be assessed based on written responses. The tender evaluation panel will be given the following guide for scoring the bids to achieve consistency across scorers. Each criterion will be worth a maximum of 100 marks, and will be scored on the following spectrum from “Unacceptable” to “Excellent”. Definitions of what constitutes these are described in more detail below

Table 7: Quality criteria

Score	Assessment	Interpretation
81-100	Excellent	Exceeds the requirement. Exceptional demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required. Evidence identifies factors that will offer significant added value.
61-80	Good	Satisfies the requirement and offers some additional benefits. Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required. Evidence identifies factors that will offer some added value.
41-60	Acceptable	Satisfies the requirement. Demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required.
21-40	Minor reservation	Satisfies the requirement with minor reservations. Some minor reservations about the bidder’s relevant ability understanding, experience, skills, resources and quality measures required.
1-20	Major Reservations	Satisfies the requirement but with major reservations. Serious concerns about the bidder’s relevant ability, understanding, experience, skills, resources and quality measures required.

Score	Assessment	Interpretation
0	Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the bidder has the relevant ability, understanding, experience, skills, resources and quality measures required. Little or no evidence to support the response.

- 78) Panel members will be allowed to score anywhere between 0 and the maximum score of 100 marks for the particular question - whatever they think is most appropriate for each criterion.
- 79) Bidders must score a minimum quality score of at least 41 marks out of the possible 100 marks available for each criteria detailed in table 6 to proceed in the evaluation process. Bidders who do not achieve this score will be excluded from this process. The minimum quality score ensures that all reasonably compliant bids have the chance to succeed but that a bidder cannot win even with a very competitive price if there have been some concerns established with their technical bids.
- 80) A moderation meeting will take place between the evaluation panel, with a representative from the commercial team to oversee proceedings, in order to determine an agreed moderated score for each question.
- 81) The consensus mark awarded for each criteria will then be multiplied by the relevant weighting to achieve the weighted score for that question.
- 82) Price will be assessed using the total project costs of Objectives 1 and 2 and the rate card project cost for Objective 3. Total weighting for price will be 20%, with 15% of this for Objectives 1 and 2, and 5% for Objective 3.
- 83) Tender Presentations may be used to seek clarification on specific elements of a bidder's proposal. If these are used, only those bidders that have met or exceeded the quality threshold set will be invited to present.
- 84) At the Tender Presentation stage bidders cannot fundamentally revise their proposals.
- 85) Presentations are currently scheduled for the w/c 16th September 2019, and will take place at the Ministry of Justice, Floor 3, 10 South Colonnade, London E14 4QQ. The Authority reserves the right to cancel this part of the exercise if it is not deemed necessary.
- 86) Once evaluation has completed via this documented process, the OVERALL winner will be the highest scoring bidder based on the combined weighted scores for Quality and Cost, therefore providing the Most Economically Advantageous Tender (MEAT).
- 87) MoJ reserve the right not to award a contract. There is no guarantee of any business as a result of this further competition and we will not be held accountable for any costs to the

bidder as a result of this exercise. The contract award and future payment is dependent on the pilot progressing as planned.

88) The procurement timescales are as follows:

Invitation to Tender issued	9th August 2019
Deadline for submission of clarification questions	By 23 August 2019 at 5pm
Deadline for submission of bids	By 4 September 2019 at 5pm
Evaluation	w/c 9 September 2019
Tender presentations (If required)	w/c 16 September 2019
Providers notified of outcome (successful and unsuccessful)	Week beginning 23 September 2019
Contract Awarded	Week beginning 23 September 2019

List of annexes

Annex A: Logic model for Offender accommodation pilot

Annex B: MoJ Analytical Publications, Guidance for external authors

Annex C: Offender Journey Flow Diagram

Annex D: Draft Survey Questions

Annex E: MoJ Data Protection Policy

Annex F: MoJ Security vetting for contractors

ANNEX B

Supplier Proposal

To be determined at Call for Competition stage

REDACTED

REDACTED

REDACTED

REDACTED

Part 2: Contract Terms



Contract Terms v6.0