**ELECTRONIC PREPARATION AND PRESENTATION OF EVIDENCE**

**STATEMENT OF REQUIREMENTS – VIDEO CONFERENCING**

1. **introduction**
2. This statement is made to support bidders when submitting their tenders. The aim is to explain the Authority’s requirements. The supplier is required to keep up to date with the latest technology and other developments that may be advantageous to the Authority.
3. The Authority wishes to establish a contract with a primary and secondary supplier for a period of 3 years with the possibility of extension in each of the following two years subject to satisfactory performance and continued value for money. The secondary supplier will be utilised where the primary supplier is unable to deliver the service requested or performance falls below an acceptable standard.

**Background to the Authority**

## The Crown Prosecution service The CPS prosecutes criminal cases that have been investigated by the police and other investigative organisations in England and Wales. The CPS is independent, and we make our decisions independently of the police and government.

## Our duty is to make sure that the right person is prosecuted for the right offence, and to bring offenders to justice wherever possible.

## The CPS:

## Decides which cases should be prosecuted;

## Determines the appropriate charges in more serious or complex cases, and advises the police during the early stages of investigations;

## Prepares cases and presents them at court; and

## Provides information, assistance and support to victims and prosecution witnesses.

## Prosecutors must be fair, objective and independent. When deciding whether to prosecute a criminal case, our lawyers must follow the Code for Crown Prosecutors. This means that to charge someone with a criminal offence, prosecutors must be satisfied that there is sufficient evidence to provide a realistic prospect of conviction, and that prosecuting is in the public interest.

## The CPS works closely with the police, courts, the Judiciary and other partners to deliver justice.

## Further information about the CPS including our aims, objectives and organisational structure can be found at: <https://www.cps.gov.uk/about-cps>

# Background to requirement/OVERVIEW of requiremenT

## When presenting cases in court, victims and prosecution witnesses (including expert witnesses) are normally required to attend the court in person. However, there are cases where this is not possible including:

### Infirmity or Ill health preventing travelling to the court

### Location of witness or victims renders personal attendance impractical

### The desire of witnesses not to attend in person at high profile cases

### Where the witness/victim is already in prison and would present a danger to themselves or others if they were to attend court in person

### Where the security requirements surrounding the court case makes it more practical to provide evidence by video/audio link

### Any other reason

## Where the above applies, it is essential that any video and audio link:

### Is highly secure and not subject to interference by unauthorised persons

### Access to images and audio is only available to those that are strictly involved in the case and for which the evidence is relevant

### The location at which the evidence being given is not revealed unless the sitting Judge deems it appropriate to do so

### Is stable and consistent both for images and audio and not subject to failure

### Video and audio must be in high definition defined as 1080p high-definition video mode.

### Is capable of transmitting a variety of recorded media such as security camera, mobile phone images, video in various formats and photographs

### Can be provided from potentially remote locations without internet access other than by satellite

# current demand

## The value of orders placed 1st April – 31st March was approximately £250,000 for 500 cases. The supplier can expect between 30-50 service requirements per month.

## The Serious Fraud Office makes use of this contract. The number of cases and their value is very small and can be assumed to be incorporated into the number and value of orders above.

## There are a high number of cancellations associated with orders (the service requirements referred to in 3.1 above are invoiced cases). Court cases can take unexpected directions (such as a defendant changing their plea from ‘not guilty’ to ‘guilty’) as they proceed and judges make rulings that then impact on the conduct of cases. In short, whilst there may be some instances where it is the CPS responsibility for short term changes, most of the time it is because of how the trial has proceeded.

## In order to compensate the supplier, a cancellation charge is incorporated into the tender for this service. The cost of the cancellation charge will form part of the commercial evaluation of the tenders received. The cancellation charge can only be levied once for each case for which an order has been placed.

# Locations

## Most courts to which video and audio links will terminate and mostly located in England, Wales, Scotland and Northern Ireland i.e. The United Kingdom (UK). However, on rare occasions the receiving locations may be in countries other than the United Kingdom but who are nevertheless subject to UK Law.

## The supplier is therefore required to provide video and audio links for the most part in the UK but also in more remote locations.

## Transmission of images and audio may be required from all over the world. Again for the most part service is required in the United Kingdom and Europe. However, the Supplier must be able to provide video and audio links across the world.

## The supplier shall not be entitled to be reimbursed by the Authority for travel and subsistence (e.g. hotel and food) expenses incurred in the performance of the Services, except where agreed by the Authority. Any expenses paid by the Authority will be in accordance with the Authority’s travel and subsistence rates detailed in Table A below:

Table A: Authority Travel and Subsistence Rates

|  |  |
| --- | --- |
| **Hotel Rates (per night)** |  |
| London and Metropolitan Areas of Birmingham, Manchester, Leeds, Liverpool, Newcastle and York up to.…. | **£95.00** |
| Elsewhere…………up to….. | **£65.00** |

|  |  |
| --- | --- |
| **Rail, Tubes, Buses and Taxis** | **Actuals supported by receipts** |
| **Private Motor Vehicle (with appropriate insurance)** |  |
| Business Rate per mile up to & including 10000 miles | **\*45p** |
| Business Rate per mile over 10000 miles  | **25p** |
| **Public Transport Rate (with appropriate insurance) per mile** | **25p** |
| **Motorcycles (with appropriate insurance) Flat rate of**  | **24p** |
| **Pedal cycles** | **20p** |

## 3.5 Where travel is required outside the UK, the Authority will make the necessary arrangements through its travel management contractor and organised on a case by case basis.

# Equipment requirements

## Victim and witnesses, their locations and equipment availability fall into the following categories:

## Witnesses and victims have access to communications equipment with access to the internet at various levels of connectivity.

## Witnesses and victims with no access to communications equipment with access to the internet

## Witnesses and victims located without equipment but with easy travelling distance to facilities such as hotels, conference centres with communications equipment with access to the internet at various levels of connectivity.

## Witnesses and victims located without equipment or access to facilities that do.

## The supplier is required to be able to respond to equipment requirements that meet all the characteristics shown in paragraph 4.1 above. Equipment can vary from small handheld devices such as mobile phones and tablets to video conference rooms. The supplier is required to ensure that their solution can meet the abilities and limitations of the full range of equipment availability at the point of video and audio capture. This will include the provision of a technician in the video and audio capture location as and when required. Separate pricing is made for this purpose within the pricing document attached to this contract.

## Courts generally have access to audio visual equipment capable of receiving images and audio captured in other locations. Courts vary in terms of the quality of equipment and their technical specifications. The nature and quality of the receiving equipment cannot therefore be guaranteed and the supplier will be required to make their own assessment and judgement as to the suitability of court equipment to receive audio and images of the quality required by this specification.

## The Ministry of Justice is responsible for the provision of the Courts. It is intended that improvements and changes will be made to court based equipment over the period of the Contract. The supplier will be provided with the contact details of those responsible for installing and maintaining Court based equipment. The supplier will be required to liaise with them and keep up to date with any compatibility requirements for the receipt of images and audio feeds.

## All courts will have security requirements with which the supplier will have to comply. This includes courts where security requirements are particularly high such as the Old Bailey in London e.g. limited access to network hardware and software. This will place restrictions on the way service is supplied and the supplier will be required to keep up to date with the security requirements in each court. The supplier will be provided with a liaison contact at each court from whom security requirements may be determined.

# Ordering procedure

## Orders will be placed by a limited list of CPS staff. The list of staff authorised to do so will be provided to the supplier prior to the commencement of the contract.

## The supplier is required to provide a secure on line ordering system. Security will be provided by way of passwords or other mechanisms to ensure that the authority of those that place orders can be determined.

## THE SUPPLIER IS ADVISED THAT ORDERS FULFILLED OUTSIDE THE USE OF THE ORDERING SYSTEM OR BY PERSONS NOT AUTHORISED TO PLACE THAT ORDER WILL NOT BE PAID BY THE CPS. THIS IS AN ABSOLUTE REQUIREMENT FOR WHICH NO EXCEPTIONS WILL BE MADE.

## The online ordering system will be required to provide details of the transaction sufficient to match the order with invoices and payment. The CPS currently uses an integrated ordering and invoicing system called Oracle.

## The details of the consolidated ordering and invoicing system will be provided to the supplier prior to the commencement of the contract.

# Timescales

## The provision of service will often be at very short notice. This is because of the nature of the prosecution process, bail requirements and the court conduct that can be unpredictable. In these cases, any urgent request for service must be accompanied by an official order from an authorised CPS employee. The Supplier is reminded that any work undertaken without an official order is undertaken at their own risk, and invoices issued by the supplier without an official order WILL NOT BE PAID.

## Under normal circumstances, 48 hours- notice will be given to the Supplier to provide a link, but can be shorter and the Supplier must be able to respond to this. Provision of this service can be considered to be business critical and failure to provide it is not an option.

## Trials can take place over a number of days rather than a short period such as an hour. Facilities established at the beginning of the hearing may need to remain in place on standby throughout the period of the trial. This will be made clear to the supplier during the ordering process, but may be subject to change as the case proceeds. The supplier is required to ensure that this capability exists.

# performance management

## The decentralised nature of the ordering process by authorised CPS employees presents challenges to the Customer in ensuring the integrity of the ordering and service delivery. The aim is to ensure that the services ordered are those that are delivered, and that these are to quality required as specified in this statement of requirements and elsewhere in the Contract documents.

## The contract management arrangements will be kept under review, and changes will be made by the Authority as the contract proceeds. These will be at the absolute discretion of the Authority and the Supplier agrees to comply with any further arrangements that may be necessary.

## The current performance management arrangements will be at three levels. These are:

### The supplier will provide performance management information on a monthly basis to the Authority.

### The Authority will undertake audits and spot checks any order or groups of orders at a time of its choosing.

### The contract will operate under a system of service credits.

## **Performance Management information**

### The Supplier will provide a monthly performance management report. The date in any one month for which the previous month’s information is required will be determined prior to the commencement of the contract. The nature of the performance management information will be kept under constant review and amended as and when required during the term of the contract.

### An initial list of performance management information is shown in the table below:

# Table 1.1

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Sub category** | **Standard Required** | **Number of service credits when standard not achieved** |
| Number of orders placed | Tabulation of all Orders by Area team  | Not applicable  | Not applicable  |
| Orders for which technician support was required | Orders for which a technician required to attend video/audio capture location | All orders for which this is required checked as necessary in 100% of cases  | 10 service credits for each case where technician supplied but not required |
|  | Orders where a technician is required to attend the video/audio presentation was required | All orders for which this is required checked as necessary in 100% of cases | 10 service credits for each case where technician supplied but not required |
| Supply of equipment  | Orders where equipment was supplied by the Supplier at the point of video/audio capture | All orders for which this is required checked as necessary in 100% of cases | 10 service credits for each case where technician supplied but not required |
|  | Orders where equipment was supplied by the supplier at the point of video/audio projection | All orders for which this is required checked as necessary in 100% of cases | 10 service credits for each case where technician supplied but not required |

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Sub category** | **Standard Required** | **Number of service credits when standard not achieved** |
| Ordering timescales | Date and time at which the order was placed by order | 100% of cases where service was fully functional on time as defined by the order | 10 Service credits per case where the service was not available in the timescales requested in the order subject to a minimum 48 hours- notice of requirement  |
|  | Date and time at which the service was fully functional |
|  | Period over which service is required | Service is operational for the full period specified in the order and any subsequent amendments in 100% of cases. | 10 Service credits where the service was not available for the full period requested in the order |
| Ordering costs | Cost per order split amongst the categories shown in this table above. | Costs checked as accurate against the order in 100% of cases  | 10 Service credits where invoiced amount is not consistent with service delivered.  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Sub category** | **Standard Required** | **Number of service credits when standard not achieved** |
| Customer feedback | 50% of all orders placed should be subject to a short survey and results presented against each order.Simple tick box postcard return to be presented by technician to the customer using smiley face categories:☺☹😐The exact nature of the postcard will be determined and agreed prior to the commencement of the contract. | At least 50% of cases must have a feedback postcard returnedAt least 75% of returned postcards must be returned with either ☺ or 😐 ratings | 10 Service credits for each 5% where feedback rate not achieved.10 Service credits for each 5% where feedback rating not achieved. |
| Technical failure  | Number of occasions where Video conferencing link fails  | 0% failure rate  | 50 credits on each occasion of failure  |
|  |  | Any failure rectified within 60 minutes of the failure reported  | 50 credits on each occasion where the fix time exceeds 60 minutes |

## **Audit and spot checks**

### In addition to the management information, the Authority will consider feedback on the nature and quality of the service provided. It will then carry out audits that include, but not exclusively so the following:

#### Cross checks of the order and the service actually delivered including personal visits to assist evaluation.

#### Testing of the security of transmission from the point of capture to the point of projection in a court room

#### Checking of travel expenses claimed by the supplier that they are valid and reasonable.

#### That the attendance of a technician was essential either at the point of capture or projection

#### The quality of audio and video links at the point of projection during proceedings

#### Reliability and consistency of connection between the point of capture and projection

#### The timing between order placement and service delivery

## **Service credits**

### Service credits will apply to each and every occasion on which service falls below the standard required as shown in table 1.1 above. Where the number of service credits exceeds 50 in any one calendar month, a percentage of the invoices received in that calendar month will be due from the supplier. The percentage to be applied will be identified in the supplier’s tender and will be considered as part of the commercial evaluation.

# Tender evaluation model

## A full explanation of the tender evaluation model is contained in the Response Guidance Document to this tender. However, a broad outline is provided below:

### Tenderers will be asked to provide information on their technical expertise within the Supplier Questionnaire that all tenderers must pass before their tenders can be considered in further detail. Those that fail to do so will not be considered further. Technical expertise will be determined by consideration of past experience such as ability to receive orders from Oracle, provide performance information and ensure the security of the service provided.

### The commercial evaluation will consider a basket of potential orders less the percentage deduction from the monthly invoice offered by tenderers. Broadly, the evaluation price will be determined by:

#### Cost of basket of orders *less* the percentage discount from the monthly invoice where service falls below the standards required *Plus* the order cancellation charge.

#### The quality evaluation will test the proposals from the tenderer as method statements that will form a part of the final contract and to which the supplier can be held to account. These method statements will examine proposals for security, performance reporting, quality of transmission and availability of service at short notice in a number of locations.