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**Invitation to Tender (ITT)**

PR2023 095

Evaluation Services for the VTP

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# **Introduction**

This Procurement will establish a supplier contract for the provision of Evaluation Services to the Victim Transformation Programme (VTP).

The intended contract will run for 2 years. The second year will be subject to budget approval and the contract will include a no-fault termination clause in the event the budget for the second year is not granted.

The contract will start on the 1st April 2024, or as soon after this date as possible subject to contract signature.

This Contract will be between the successful Supplier and the Authority.

The Contract Evaluation Services to the VTP is being offered under the CPS’s Mid-Tier Contract and associated schedules which will govern any resultant Contract.

The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.

This ITT contains the information and instructions that potential Providers need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary.

Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Appendices may result in exclusion of a Potential Provider’s Tender from this Procurement. If a Potential Provider has read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in section 3.3. The Authority shall assume that Potential Providers fully understand this ITT and its Appendices where no questions are raised.

The Authority is using an e-Sourcing Suite Jaggaer to manage this Procurement and to communicate with all participants. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. Potential Providers must ensure that the details of the point of contact nominated are always accurate as the Authority will not be under any obligation to contact anyone other than the nominated person.

A comprehensive specification of the requirement is provided at Appendix A of this ITT and should be read carefully to ensure a full understanding of the CPS need.

This Invitation to Tender (ITT) template adheres to the [GCF Supplier Code of Conduct.](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjn-4y5m_qBAxUyXEEAHTbyANkQFnoECA4QAQ&url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F1163536%2FSupplier_Code_of_Conduct_v3.pdf&usg=AOvVaw1wUdjCeWp70sK1K19Pq1RY&opi=89978449)

## 1.1 Background: Crown Prosecution Service (CPS)

The CPS is responsible for prosecuting most cases heard in the criminal courts in England and Wales. It is led by the Director of Public Prosecutions and acts independently on criminal cases investigated by the police and other agencies.

We have more than 6,000 highly trained staff whose duty is to make sure the right person is prosecuted for the right offence, and that trials are fair so that offenders are brought to justice whenever possible. We are proud to be recognised as a leading employer, committed to supporting a diverse and inclusive workforce that reflects the community we serve.

The CPS:

* decides which cases should be prosecuted – every charging decision is based on the same two-stage test in the Code for Crown Prosecutors which;
  + 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.

**How we are organised and operate**

The CPS operates across England and Wales, with 14 regional teams prosecuting cases locally. Each of these 14 CPS Areas is headed by a Chief Crown Prosecutor (CCP) and works closely with local police forces and other criminal justice partners.

CPS Areas deal with a wide range of cases. The majority are less serious cases and are heard in the magistrates’ courts, while the most serious cases are heard in the Crown Court. CPS Direct, with prosecutors based across England and Wales, provides charging decisions to police forces and other investigators 24 hours a day, 365 days a year.

There are also three Central Casework Divisions which deal with some of the most complex cases we prosecute. They work closely with specialist investigators from a range of organisations, including the National Crime Agency, HM Revenue and Customs and the Independent Police Complaints Commission, as well as with police forces across England and Wales.

**Our values**

**We will be independent and fair**

We will prosecute independently, without bias and will seek to deliver justice in every case.

**We will be honest and open**

We will explain our decisions, set clear standards about the service the public can expect from us and be honest if we make a mistake.

**We will treat everyone with respect**

We will respect each other, our colleagues and the public we serve, recognising that there are people behind every case.

**We will behave professionally and strive for excellence**

We will work as one team, always seeking new and better ways to deliver the best possible service for the public. We will be efficient and responsible with tax-payers' money.

**Equality and inclusion**

The CPS commitment to inclusion and equality is at the heart of how we work, underpinned by The Equality Act 2010. It is important to us both as an employer and in the way we approach our responsibilities as a prosecuting authority. The two are closely linked – supporting a diverse workforce allows us to provide a better service to the public.

We also value the insight we get from engaging directly with the communities we serve, who provide welcome scrutiny of our work. This inclusive approach means that:

* Effective community engagement builds greater trust with the public, higher victim and witness satisfaction, and better-informed prosecution policy and practice;
* The CPS has an inclusive culture, reflected in a diverse workforce, locally and nationally, and at all levels of the organisation; and
* By opening up the CPS and acting on input from diverse communities, we aim to inspire greater confidence in our work, in particular from witnesses and victims, resulting in improved prosecution outcomes.

## 1.2 CPS Procurement

CPS Procurement Policy and Strategy is designed to promote fair and open competition and constructive co-operation between CPS and suppliers. CPS is also fully committed to achieve continuous improvement in value for money, quality, and sustainability. Sustainable procurement is about achieving value over the lifetime of a product/service in terms of generating benefits to the organisation, society, and the economy as a whole, whilst minimising damage to the environment.

## 1.3 Social Value

The Social Value Model introduced by Government[[1]](#footnote-2) must be applied to all procurements over threshold. Social Value will be explicitly evaluated using the standard model criteria, where the requirements are related and proportionate to the subject-matter of the contract.

# **Procurement Timetable**

The indicative procurement timetable is set out below. Please be aware that the dates may be subject to change. Tenderers will be notified via Jaggaer if the Authority decides that changes to the timetable are necessary. Should it be necessary, the CPS reserves the right to deviate from this at any stage.

|  |  |
| --- | --- |
| **DATE** | **STAGE** |
| 7th February 2024 | Invitation to Tender issued |
| 14th February 2024 | Deadline for receiving clarification questions |
| 21st February 2024 | Deadline for CPS to respond to clarification questions |
| 28th February 2024 | Bidders to notify of intention to bid |
| 6th March 2024 | Deadline for Submission of Tenders |
| 11th March 2024 – 15th March 2024 | Tender Evaluation |
| w/c 18th March 2024 | Notify winning bidder, internal governance and contract award |
| 1st April 2024 | Contract start date |

Tenderers should ensure that suitable representatives are available to attend interviews on 12th -14th March, in the event the Authority deems it necessary to undertake interviews.

# **Preparation and Submission of Tenders**

Tenderers must obtain for themselves, at their own expense, all information necessary for preparation of their tender. 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 evaluation process. Under no circumstances will the Authority be liable for any costs or expenses borne by Tenderers or their advisors in this process or for any costs incurred by Tenderers who do not respond within the deadline set.

## 3.1 Submission of Tenders

Tenders must be submitted via the Jaggaer eTendering portal by midday on Wednesday 6th March 2024. In preparing a tender using an electronic copy, Tenderers should not make any changes to the text of the documentation supplied. Tenders will be evaluated on the basis that no changes have been made.

Late tenders may not be accepted. Tenderers should leave plenty of time so that any problems that may be encountered while attempting to submit a tender can be overcome before the deadline. Technical problems will not be a valid excuse for late submission of a tender.

Tenderers must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.

Tenders must be submitted in the English (UK) language.

## 3.2 Documents to be Completed

Organisations wishing to tender should complete all of the documentation provided in the Jaggaer eTendering portal. Responses must be completed on-line in accordance with the instructions set out in this ITT. The ITT documentation comprises the following items:

* Standard Selection Questionnaire (SQ) (in Qualification Envelope and Appendix F)
* Tender Declaration (Technical Envelope and Appendix B)
* Technical Questionnaire (in Technical Envelope and Appendix C)
* Commercial (Financial) Questionnaire (in Commercial Envelope and Appendix D)
* Specification (Appendix A)
* Intention to Bid (Appendix E)
* Terms and Conditions
* Security policy

## 3.3 Clarification Questions

Tenderers may raise questions or seek clarification regarding any aspect of this procurement at any time prior to the Clarification Question deadline (**see procurement timetable set out in Section 2**).

All requests for clarification and questions regarding this Invitation to Tender must be submitted in writing via the Jaggaer eTendering portal. If Tenderers do not comply with this requirement, their tender may be excluded from this procurement process.

Questions will be anonymised and, together with the respective answers, published periodically on Jaggaer. If Tenderers wish to ask a question or seek clarification without the Authority revealing the question and answer on Jaggaer Tenderers must notify the Authority and provide justification for withholding the question and any response. If the Authority does not consider there is sufficient justification for withholding the question and the corresponding response the Authority will invite the Tenderer to decide whether the question/clarification and response should be published or the Tenderer wishes to withdraw the question/clarification.

We will endeavour to provide a complete list of answers to all questions received, by 21st February 2024. Questions received after this date may not be answered.

## 3.4 Tender Validity

Your tender should remain open for acceptance for a period of 120 days. A tender valid period for a shorter period may be rejected.

## 3.5 Tender Submission Date and Time

***The deadline for receipt of tenders is 12pm on Wednesday 6th March 2024****.* Any tender received after the deadline for receipt may be rejected and returned to the Tenderer.

# **Contracting Arrangements**

If Tenderers are bidding on behalf of a group, for example a consortium, or intend to use sub-contractors, full details of every organisation being relied on to deliver the Services must be submitted to the authority at the time of the tender submission. The lead Tenderer shall make it clear who is the lead member of the group and who will be contractually responsible for delivery of the Services.

With the exception of the organisations identified in the Tender, no organisation other than the Tenderer will be able to provide services through the contract, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Tenderer whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Tenderer can be only as sub-contractors identified in the Tender.

Where Tenderers intend to collaborate as a consortium or sub-contract elements of their obligations the following process must be followed.

## 4.1 Sub-Contracting Proposals

* If Tenderers need to rely on the capability and/or experience of one or more sub-contractors in their Tender to demonstrate capability to provide the Services in accordance with the requirements they must inform the Authority in their Tender. Any Tenderer using this approach should indicate that they will be the ‘prime contractor’ for the purposes of responding to the relevant question(s).
* A Tenderer’s Tender must clearly set out in their response to any question, where they will be relying on a sub-contractor and include the name of the sub-contractor and explain the sub-contractors capability and experience as the context of the question requires.
* The Authority does not require all sub-contractors be disclosed only those sub-contractors who directly contribute to the Tenderer’s ability to meet its obligations under the Agreement. Tenderers are not required to specify those sub-contractors providing general services to the Tenderer (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Tenderer to perform their obligations under the Agreement. For example, if the Authority requires a Tenderer to hold a particular licence – then the Tenderer may indicate that ‘XYZ Co’ holds the licence and indicate that services covered by the scope of this licence will only be performed by its sub-contractor ‘XYZ Co’.

## 4.2 Consortium Proposals

If a group of Tenderers wish to act jointly to provide the Services they may do so:

* with all parties signing the resultant Agreement and assuming joint and several responsibility for performance of the Agreement. Please note that in accordance with Regulation 19 the Authority may require the consortium to form a single legal entity for the purpose of concluding the Agreement; or
* using a separate entity (often referred to as a Special Purpose Vehicle or “SPV”) who will ultimately enter into the Agreement with the Authority. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the consortium members will need to nominate a guarantor for the SPV’s performance of the Agreement.

The consortium should nominate a lead contact to lead the bidding process. If the SPV exists, then the lead contact should lead and complete the Tender as the SPV in its name and ‘voice’. If the SPV does not yet exist or the consortium plans to collaborate on a joint and several basis; then the consortium should nominate a lead contact to complete the Tender on behalf of all the consortium members.

Where the Tenderer relies on the capability and/or experience of one or more consortium members in its Tender to demonstrate the consortium’s ability to provide the Services in accordance with the requirements of the Agreement it must inform the Authority in its Tender.

The Tenderer must clearly identify in response to any question, when it is relying on another consortium member, the name of the particular consortium member and explain the consortium member’s capability and experience as the context of the question requires.

## 

## 4.3 Changes to Contracting Arrangements

Any updates to Tenderers bidding models during this procurement process shall be communicated to the Authority as soon as reasonably practicable. For any new organisation nominated the Authority will carry due diligence in accordance with the tender process. The Authority reserves the right to deselect a Tenderer or group prior to contract award based on an assessment of the updated information.

## 4.4 Tender Declaration

The authority requires Tenderers to confirm that each sub-contractor and/or consortium member named in the Tender has read, understood and complied with the statements contained within the Tender Declaration. This provides the authority with assurance that statements made by or in relation to the sub-contractors and/or consortium members are accurate and that they have participated in this procurement in accordance with the terms of the ITT.

# **Conditions of Tender**

## 5.1 Confidentiality

Tenderers shall at all time’s treat the contents of this Tender as confidential, save in as far as they are already in the public domain. Tenderers shall not use any of the information for any purpose other than for the purposes of submitting a tender and shall not undertake any publicity activity within any section of the media.

Tenderers shall not disclose, copy, reproduce or distribute any of the information to any other parties without the express permission of the Authority, save for the purpose of enabling a tender to be submitted and the receiving party shall undertake to treat the information as confidential. Tenderers may disclose this information when required to do so by order of a court of competent jurisdiction.

## 5.2 Freedom of Information Act

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

You should state in your Tender Submission Document if any of the information supplied by you is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. You should state why you consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.

It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether information is exempt. However, you should note that no information is likely to be regarded as exempt forever.

## 5.3 Government Transparency Initiative – publication of contracts

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government requires authorities to publish on-line details of all contracts awarded which are valued over £12,000 (inclusive of VAT). Tenderers applying for this Contract should be aware that if their tender is successful Contract documentation and information about the resulting Contract will be published on Contracts Finder. In some cases, limited redactions will be made where allowable under Freedom of Information Act exemptions.

## 5.4 Canvassing

Any Tenderer who directly or indirectly canvasses any officer, employee or agent of the CPS concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

## 5.5 Disclaimers

Whilst the information in this ITT, due diligence information and supporting documents have been prepared in good faith.

Neither the CPS nor their advisors, officers, employees, other staff or agents:

* Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
* 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.

## 5.6 Collusive Behaviour

Any Tenderer who:

* Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
* Communicates to any party other than the CPS the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated; or
* Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
* Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

Offers or agrees to pay or does pay or give any 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 of omission, shall (without prejudice to any other civil remedies available to the CPS and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified

## 5.7 Modification or Withdrawal of Tender Response

Tenderers may modify their response prior to the deadline via the Jaggaer eTendering portal. After the deadline no Tender may be modified.

Tenderers may withdraw their tender at any time prior to the deadline or any time prior to accepting the offer of a Contract.

## 5.8 Amendment of the Invitation to Tender

At any time prior to the deadline for the receipt of Tenders, the CPS may modify the ITT by amendment. Any such amendment will be dated and issued by the CPS to all prospective Tenderers.

In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the CPS may, at its discretion, extend the deadline for receipt of Tenders.

## 5.9 Right to Reject/Disqualify

The CPS reserves the right to reject or disqualify a Tenderer where:

* The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or:
* The Tenderer is guilty of serious misrepresentation in relation to its Tender, expression of interest;
* There is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Tenderer.

## 5.10 Right to Cancel, Clarify or Vary the Process

The CPS reserves the right to:

* Amend the terms and conditions of the Invitation to Tender process;
* Accept or reject any tender and to annul the tender process and reject all tenders at any time prior to Award of Contract without incurring any liability to the affected Tenderers; and
* Require the Tender to clarify its Tender in writing and/or provide additional information. Failure to respond adequately may result in the Tenderer not being selected.

## 5.11 No tender

If Tenderers do not wish to submit a tender, it would be appreciated if notification is provided to the Authority through the Jaggaer eTendering portal.

## 5.12 Notification of Award

The CPS will notify the Tenderer(s) of the award decision in writing and will publish an Award Notice on Contracts Finder (and if required Find a Tender) within 30 days of award of the contract.

# **Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE)**

We do not think TUPE will apply.

You are reminded that it is your responsibility to take your own advice and consider whether TUPE is likely to apply and to act accordingly. You are encouraged to carry out your own due diligence.

# **7. General Conditions**

**7.1** Application of these Tender Conditions. In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by the terms and conditions and all the provisions of this ITT and its Appendixes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

**7.2** Third party verifications. Your tender response is submitted on the basis that you consent to CPS carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by CPS for such purposes.

**7.3** Information that is supplied to potential suppliers, as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but CPS will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of CPS.

**7.4** In participating and submitting a tender in response to this ITT, Tenderers do so on the conditions specified and in the event of any breach thereof, the Authority shall be entitled to determine any arrangement made pursuant to such tender and to claim damages accordingly.

**7.5** The Authority does not bind itself to accept the lowest or any tender and reserves the right not to conclude an agreement for the services for which Tenders are invited. Unless Tenderers expressly state that a partial award will **not** be acceptable, then the right is reserved to accept a tender in part.

**7.6** The Authority reserves the right to amend or withdraw all or part of this Tender at any time during the procurement exercise.

**7.7** Tenderers should consider only the information contained within this ITT or otherwise communicated in writing to Tenderers, when making their tender.

**7.8** Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.

**7.9** The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

**7.10** Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agreeing as to the amount of any other tender to be submitted.

**7.11** It is the tenderer’s responsibility to ensure that your submitted tender documentation is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. CPS is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion CPS may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of CPS this does not adversely affect the integrity and fairness of the tender exercise.

# **8.** **Evaluation**

The evaluation process consists of two elements, a quality/technical evaluation and a price evaluation. The quality/technical evaluation consists of an assessment of Tenderer’s written responses to criteria set out in a technical questionnaire and the price evaluation consists of an assessment of the prices quoted by Tenderers in response to a commercial questionnaire. All tenders received will be evaluated in order to establish the Most Economically Advantageous Tender (MEAT) in accordance with the process described below. To ensure the relative importance of both sets of criteria is reflected in the overall score a weighting system will be applied to the evaluation of tender submissions. Requests for clarification should be submitted in writing in accordance with the process set out in section 3.3 of this document.

The following quality and price weightings will be used to determine the most economically advantageous tender:

* Quality 80% including a minimum 10% Social Value
* Price 20% (Commercial envelope to be completed by tenderer – see appendix D)

## 8.1 Quality/Technical Evaluation Process

The quality/technical evaluation contains several criteria against which Tenderers will be evaluated and scored. Each criterion is given a weighting to indicate the relative importance of that criterion in the overall evaluation. As part of their Tender response, Tenderers are required to provide several method statements to explain how they will meet each of these quality criteria. The quality/technical criteria on which tenderers will be assessed are set out below. Full details of the criteria can be found in the Jaggaer ‘Technical Envelope’.

Tenderers should note that responses to the quality criteria should be completed in the appropriate sections of the Jaggaer ‘Technical Envelope’. Each method statement should not exceed the word count specified for each quality criterion.

The CPS may invite colleagues from other members of the criminal justice system to assist in the technical evaluation of bids, as such tenderers are agreeing for their bids to be shared with individuals outside of the CPS but within the criminal justice system.

|  |  |  |
| --- | --- | --- |
| **method statements** | | |
| **Reference number** | **QUALITY/TECHNICAL CRITERIA** | **Percentage Weighting** |
| **A1** | **Objective 1: Understanding of the research and analysis requirement**    Bidders will be expected to show a clear understanding of the evaluation context, the need for this work, and ideally, how this work fits within CPS strategy and the wider CJS context.    **Evaluation Criteria:**     1. The proposal shows evidence of understanding the contextual factors, including knowledge of the subject area, the CPS and CJS context.      1. Evaluation aims are clearly laid out in the bid. | **5%** |
| **A2** | **Objective 2:  Methodological and analytical approach**    Bidders will be expected to demonstrate a sound and rationale methodological and analytical approach.  We expect to see a strong learning approach to the evaluation, and we would appreciate innovative and creative approaches to supporting the team to learn and adapt during piloting.       1. Evaluation is designed to address all 4 requirement areas outlined in the ITT, appropriately and with rigour.        1. Prior track record of a collaborative learning approach that supports the adaptation and improvement of piloting. 2. Collaborative learning approach is realistic, valuable, and innovative.        1. Clear description of how the evaluation integrates A/B testing and includes comparator groups and counterfactuals to illustrate causality to the outcomes set out in the Victim Transformation Programme Outcome Framework and theory of change.      1. A clear articulation of a trauma-informed research approach to both quantitative and qualitative elements of the evaluation.      1. A clear approach as to how protected characteristics and intersectionality will be analysed, measured, and explored to demonstrate effect on victim outcomes and experience.      1. Approach to the cost-benefit analysis (or other proposed economic analysis) clearly outlined; and is feasible and realistic.      1. Description of how the bidder will approach data cleansing. | **25%** |
| **A3** | **Objective 3:  Project management**    Bidders will be expected to show how their project plan will address and deliver the outputs in good time. We will expect the project plan to show a high-quality process and outputs outlined below.    **Evaluation Criteria:**     1. A criterion to inform sampling of the pilots within the CPS areas, within the budget envelope.  This should also include the likely number of CPS areas and police forces that would be included in the evaluation.      1. Clear consideration of victim representativeness within the approach.  Specifically, how the bidder will reach groups that may be harder to reach or are more vulnerable due to protected characteristics.      1. Reflection on how the key evaluation questions will be addressed, and how this will inform evaluation design, and methodology (there is no need to take each evaluation question and explain how you will answer it in this bid, merely a reflection on the how you will address the main themes).      1. A plan to meet the timeframe outlined in the tender with a GANTT chart.      1. A risk register outlining risks and mitigation for the evaluation.      1. Specify the project management techniques that will be used.      1. Clear outline of how the bidder will quality assure the work (process and outputs) to a high standard.      1. An outline of how the bidder will keep the CPS updated on the progress of the project | **10%** |
| **A4** | **Objective 4: Evaluation Team**    Bidders will be expected to demonstrate how the proposed team possess the appropriate level of skills and expertise to deliver a high-quality process and products.    **Evaluation Criteria:**   1. Evidence of expertise in completing evaluations with similar requirements.  Specifically, a collaborative learning approach, evidencing outcomes using theories of change, and a cost benefit analysis (or similar approach).  These are distinct skills, and we would expect to see a multi-disciplinary team with the appropriate skills to deliver on all 4 requirements, set out in the tender.      1. Presentation of the people working on the project, outlining their seniority, number of days on the project, skills, experience, and nature of their involvement in the evaluation.      1. An outline of the team’s resilience and contingency plans | **20%** |
| **A5** | **Objective 5: Data protection**    Bidders are expected to show expert knowledge of data protection protocols, ethics and good practice.    **Evaluation Criteria:**     1. Details of your approach to data security, transport, and management, and retention schedules      1. Data protection and ethics concerns should be integrated into the risk register which demonstrates consideration of the expected risks and challenges and mitigation techniques.      1. Ethical considerations related to victim data (including both qualitative and quantitative work). Specifically, there should be sufficient detail around how the bidder will reduce the physical and psychological risks associated with providing feedback.  This should include safeguarding risks of contacting victims, safeguarding protocols if a participant wants to raise a concern/issue about the service or the evaluation process.      1. Details pertaining to the use and storage of data through any third-party software (e.g., analysis software).      1. Willingness to undertake relevant security clearances and checks if required by the CPS | **10%** |
| **B1** | **Social Value**    Using a maximum of 500 characters, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcomes listed below;    Please include:  ● your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and  ● a timed project plan and process, including how you will implement your commitment and by when.  ● how you will monitor, measure and report on your commitments/the impact of your proposals.  You should include but not be limited to:   ○ timed action plan  ○ use of metrics  ○ tools/processes used to gather data  ○ reporting  ○ feedback and improvement  ○ transparency    **Equal Opportunity – 5%**  Policy Outcome:  Demonstrate action to increase the representation of disabled people in the contract workforce.  Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.    **Wellbeing - 5%**  Policy Outcome:  Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.  Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. | **10%** |
| **C1** | **Cost**  Tenderers will provide costing information in the format set out in the Commercial Costing Template (Appendix D in the Bravo Suppliers attachment tab). The tenderer to upload the completed attachment to the commercial envelope and must complete all required fields.    Cost breakdown to be provided in the following format:   * Project Management (expected number and grades of staff, expected number of hours worked and a breakdown of cost per hour). This should include regular progress updates, as well as the inception meeting. * Evaluation Methods (costs for the analysis plan and analysis of the data, including breakdown of analyst time for the initial plan, cleaning data, analysis, and quality assurance processes) * Reporting Methods (proposed method and frequency of reporting for interim and final presentation and reports, and breakdown of cost for report, including at least two revisions)   Ad hoc costs (additional foreseen costs not listed elsewhere) | **20%** |

Tender Marking and Table Scoring

Tenderers will be marked in respect of each quality criterion on a scale of 0 to 100 points, in accordance with the following scheme:

|  |  |  |
| --- | --- | --- |
| Score | Assessment | Definition |
| 0 | Unacceptable | No response has been provided or the response fails to answer the question provided; all elements of the response are not justified or unsupported by evidence where required; fails to demonstrate any understanding of the question or the context. |
| 20 | Serious Reservations | The response is generally poor and/or with little or no relevance to the question. The response has significant gaps and/or a lack of justification/evidence in response to the question; responses given are very generic in whole or part; fails to demonstrate considerable understanding of the question or context. |
| 40 | Minor Reservations | The response is mostly relevant to the question. The response lacks content, detail or explanation in one or more aspects of the question; gaps or lack of justification/evidence in response where required.  Overall key aspects lack sufficient detail or explanation. |
| 60 | Acceptable | The response is broadly satisfactory and is relevant to the question. The response addresses a broad understanding of any requirements and, where relevant, how any requirements will be fulfilled. |
| 80 | Good | The response is relevant and a good response overall to the question. The response is sufficiently detailed and demonstrates a good understanding and provides clear details on how the requirements, where required, will be fulfilled. |
| 100 | Excellent | The response is relevant, precise and excellent overall. The response is comprehensive, unambiguous and, where relevant, demonstrates a thorough understanding of any requirements and provides details of how the requirement will be met in full. |

Tenderers who score a 0 on any Quality question will be excluded from the procurement.

Tenderers’ marks for each of the quality criteria will be multiplied by the relevant weighting to result in a ‘weighted’ score for that criterion. The weighted scores will then be totalled, with the total expressed as an overall score.

An example as to how this will work in principle is as follows: \*illustration only

|  |  |  |  |
| --- | --- | --- | --- |
| **Method**  **Statement/ Sub-**  **criterion** | **Weighting** | **Tenderer Mark** | **Tenderer**  **Weighted**  **Score**  (weighting x Tenderer mark/maximum mark available) |
| Q1 | 50% | 30 | 30% |
| Q2 | 30% | 30 | 18% |
| Q3 | 20% | 30 | 12% |
| **Totals** | **100%** | 90 | **60%** |

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## 8.2. Price Evaluation Process

Tenderers will provide costing information in the format set out in the Commercial Costing Template contained in the Tender Pack (Commercial Envelope). The tenderer should upload the completed attachment to the commercial envelope and must complete all required fields.

Where we consider any of the total price(s) you have submitted to be abnormally low, we will ask you to explain the price(s) you have submitted (as required in regulation 69 of the Public Contracts Regulations 2015). We may reject your tender where the evidence supplied does not satisfactorily account for the pricing proposed.

Price scores will be calculated based on the lowest overall price submitted by Tenderers. The Tenderer with the lowest overall price will be awarded the maximum score available (XX%), with the remaining Tenderers gaining pro-rated scores in relation to how much higher their overall prices are compared to the lowest overall price.

The following example illustrates how this methodology will work where the total score available is 20 per cent: \*The prices shown are for illustration only.

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **\*Overall price** | **Formula**  = Lowest overall price / Tenderers overall price x maximum available score | **Price Score** |
| Company A | £30,000 | = £30,000 / £30,000 x 20 | 20% |
| Company B | £37,000 | = £30,000 / £37,000 x 20 | 16.22% |
| Company C | £42,000 | = £30,000 / £42,000 x 20 | 14.29% |

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## 8.3. Tender clarification

Please note that throughout the evaluation process, the Authority reserves the right to verify information, seek clarification or require evidence or further information about your response.

# **9. Award of Contract**

Upon conclusion of the evaluation, the scores for Quality and Price will be combined to give a total score out of 100. A recommendation for Contract award will be made for the Tenderer with the highest combined score, based on having submitted the most advantageous tender, based on the evaluation criteria set out in this ITT.

The formal Contract entered into between CPS and the successful Tenderer will be in accordance with CPS’s Mid-Tier Core Terms and Conditions.

The Contract will commence on the date of Contract award, expected week commencing 1st April 2024 and continue for an initial period of 12 months. The Contract will include an option for a further extension period of up to 12 months such an option to be exercised at the sole discretion of the Authority.

Tenderers will be advised of the outcome of the evaluation and shall receive written feedback on the relative merits and characteristics of their tender compared with the winning tender.

# **10. Glossary of Terms**

|  |  |
| --- | --- |
| **Term / Abbreviation** | **What it stands for** |
| Award | The action taken by the Authority based on the evaluation of offers, to approve the selection of the supplier for a specific contract. |
| Award Criteria | The criteria (questions) used by the Authority to compare and score the merits of the specific bid for the contract including Quality and Price. |
| Authority | Crown Prosecution Service (CPS) |
| Bid | An offer in response to an invitation to tender. |
| Bidder | The individual or organisation submitting an offer in response to the invitation to tender. |
| Jaggaer | The Jaggaer eTendering solutions portal that the Authority is using to manage this Competition and that the Suppliers have used to register their interest and receive this ITT; including related documentation and that will be used for all further correspondence and submission of Responses. |
| Consortium | A group of organisations who may make a bid. |
| Contract | The agreement between two or more parties which establishes terms and conditions that is legally binding. |
| Contract Award Notice | A publication which confirms the details of a contract that has been awarded to a supplier. |
| Contractor | Any party to a procurement contract with CPS. |
| Contracts Finder | An e-procurement website where CPS advertise procurement opportunities. |
| Crown Commercial Services (CCS) | A Government organisation providing advice and guidance to Public Sector Organisations. |
| eTendering portal | The Jaggaer e-Procurement suite used by CPS. |
| Find a Tender | An e-procurement website where CPS advertise procurement opportunities. |
| Framework Agreement | An agreement or under which the economic operator will enter into one or more contracts with one or more contracting authorities and one or more economic operators which establishes the terms under which the economic operator will enter into one or more contracts with a contracting authority in the period during which the framework agreement applies. |
| ITT | Invitation to Tender |
| MEAT | The Most Economically Advantageous tender (MEAT) criterion enables the contracting authority to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price, when reaching an award decision. |
| Public Contracts Regulations (2015) | The regulations that all Public Sector organisation must abide by in all their procurement activities. |
| Social Value Model | A model to deliver social value through government’s commercial activities. Central government organisations use this model to take account of the additional social benefits that can be achieved in the delivery of its contracts, using policy outcomes aligned with this government’s priorities. |
| SPV | Special Purpose Vehicle. Whereby using a separate entity who will ultimately enter into the Agreement with the Authority. |
| Specification | A document that describes the technical requirements for a material, product or service thereby allowing the supplier to formulate and offer. |
| Standstill Period | The Standstill Period, sometimes referred to as (Alcatel) is a short (at least 10 calendar days) pause between the point when the contract award decision is notified to bidders, and the final contract conclusion. |
| Sub-Contractor | A party that carries out work for a contractor as part of a larger project. |
| Supplier | An individual or organisation that potentially or actually provides goods and services to the organisation. |
| Selection Questionnaire (SQ) | A document provided by the authority to prospective tenderers for them to complete prior to the Invitation to Tender (ITT) which requests information regarding their ability and suitability to be able to provide goods and service to the authority. |
|  |  |

# **List of Appendices**

## **Appendix A** **Specification**

## **Appendix B** **Tender Declaration – Form of Tender**

## **Appendix C** **Technical Questionnaire – Technical Envelope**

## **Appendix D** **Commercial (Financial) Questionnaire – Commercial Envelope**

## **Appendix E** **Intention to Bid Confirmation**

## **Appendix F** **Standard Selection Questionnaire (SQ)**

## **Appendix G** **Social Value Declaration**

1. [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) [↑](#footnote-ref-2)