22nd December 2023

Office of the Police & Crime Commissioner

Thames Valley Police Headquarters

Oxford Road

Kidlington

Oxfordshire OX5 2NX

Partnerships@thamesvalley.police.uk
**www.thamesvalley-pcc.gov.uk**

Dear Sir/Madam,

 **Invitation to Quote for a Thames Valley ASB Mediation Service**

I am pleased to invite you to quote for the above opportunity, in accordance with the associated ITQ Notices and Instructions (including all Appendices).

The document “ITQ” provides more information about the opportunity. It also identifies the documents attached to the ITQ and whether they should be completed and returned with your response.

Please read the contents of this letter and all document ITQ carefully since failure to comply with the procedures they set out may invalidate your Response.

The return deadline for this ITQ is 26.01.2024 at 23:59, as detailed within the Timeline at Table 2.1.

Please note that all contact regarding this opportunity must be made to:

 partnerships@thamesvalley.police.uk.

The Authority looks forward to receiving your response in due course.

Yours faithfully

Jacob Nurdan

Invitation to Quote

(“ITQ”)

The Authority’s Reference

Issued by

Thames Valley Police & Crime Commissioner

Thames Valley Police Headquarters, Oxford Road, Kidlington, OX5 2NX

For the provision of

**a Thames Valley ASB Mediation Service**

Dated 22nd December 2023



**ITQ NOTICES AND INSTRUCTIONS**

To ensure fairness all bidders are required to submit their quotes in accordance with these ITQ Notices and Instructions. Failure to do so could invalidate your quote submission.

**1. The Requirement**

* 1. This ITQ covers Office of the Police & Crime Commissioner’s (“the Authority’s”) requirement for the provision of training programme for the development an anti-social behaviour mediation service for the Thames Valley
	2. Further background information on the Thames Valley Police & Crime Commissioner (TVP PCC) is available athttps://www.thamesvalley-pcc.gov.uk/.

**2. Timetable**

2.1 The following is the proposed procurement timetable:

|  |
| --- |
| **ITQ Quote timetable**  |
| 2.2 | Date of Issue of ITQ to all Bidders | 22/12/2023  |
| 2.3 | Latest date/time ITQ clarification questions should be received. | 15/01/2024 18 00 |
| 2.4 | Latest date/time ITQ clarification answers should be sent to all potential Bidders by the Authority | 19/01/2024 18 00 |
| 2.5 | Latest date/time ITQ Bid shall be received | 26/01/2024 23 59 |
| 2.6 | Anticipated Award Notification Date | 16/02/2024 (estimated) |
|  | Bid Validity Period | 90 Days from the date specified in 2.5 above |

**3. Contract Summary – NOT USED**

4. Acknowledgement of Receipt of ITQ – Not used

**5. Use of ITQ Documents and Publicity**

5.1 All documents contained in this ITQ are confidential and must be used solely for the purposes of this ITQ. The documents can only be passed on to third parties on a strictly "need to know" basis for the purposes of the bidder preparing and submitting a quote.

5.2 The bidder shall use at least the same degree of care to avoid unauthorised dissemination or publication of this ITQ as it employs with respect to its own information which it does not wish to have disseminated or published.

5.3 By participating in this ITQ process the bidder agrees to take all reasonable precautions to protect the Authority’s brand and ensure that no action is taken that could be detrimental to the brand, and in particular the bidder must:

5.3.1 not undertake any publicity activity regarding the Authority or this procurement within any section of the media without the Authority’s prior written approval;

5.3.2 not use the Authority’s image without prior written approval; or

5.3.3 notify the Authority immediately on becoming aware of any event or action that may damage the Authority’s brand.

5.4 Where the bidder reasonably determines that a disclosure or announcement is required by law or any governmental or quasi-governmental authority, it shall immediately notify the Authority of that fact and shall consult with the Authority regarding the timing, content and manner of making such announcement.

5.5 The subject matter of the procurement may necessitate the signing of a non-disclosure agreement; by responding to this ITQ the bidder undertakes to sign an appropriate non-disclosure agreement as per Appendix A.

5.6 In the event of the bidder not complying with the above instructions TV PCC has the right to remove you from the procurement process.

**6. Questions Arising**

 6.1 Any questions that the bidder may wish to pose to the Authority during the quoting period must be sent by email to the Authority (partnerships@thamesvalley.police.uk). All questions must be submitted by 18:00 hours on the date set out in the table at paragraph 2.1 above. Any questions submitted after this time may not be answered.

6.2 Questions and answers will be provided to all bidders through publication on the PCC website. However, such information will remain anonymous as to the source when passed on.

**7. Conduct**

7.1 If the bidder engages in any of the activities set out in this, or if the Authority considers the bidder’s behaviour is in any way unethical, the Authority reserves the right to disqualify the bidder from the procurement exercise.

7.2 The bidder must not try to obtain any information about any other person’s quote or proposed quote before the date of the grant award.

7.3 The bidder must not make any arrangements with any other person about whether or not they should quote, or about their quote price.

7.4 The bidder must not offer any inducement to any member of the Authority’s staff for doing or refraining from doing any act in relation to the quote.

7.5 Where a conflict of interest exists or arises or may exist or arise during the procurement process the bidder must inform the Authority through the conflict of interest form and submit proposals to avoid such conflicts.

**8. Content of Quotes**

8.1 The format of the bids will be specified within this documentation. The bidder must follow the instructions within these documents. Failure to do so may result in the bids being rejected.

8.2 The bidder must indicate unequivocal acceptance of the proposed form of contract issued with these ITQ Notices and Instructions. Amendments will only be accepted if this is a result of the need to meet a regulatory/statutory requirement. The bidder may request an amendment with a justification clearly stating the regulatory/statutory reason for the need for the amendment concerned.

8.3 The bidder must provide a firm price or fixed schedule of rates for delivering the requirement using the pricing schedule template issued at Appendix 5 to these ITQ Notices and Instructions.All prices in all quote documentation must be in pounds sterling. Estimates are not acceptable.

8.4 Bidders should not qualify their bid submission in any way. The bid should meet the specification and any clarification responses issued by TV PCC. Any bidders that submit qualifications with their bids may be deemed non-compliant and the bid rejected on this basis.

8.5 The bidder must also complete the documentation issued with these ITQ Notices and Instructions as outlined in the table below:

|  |  |  |
| --- | --- | --- |
| **Appendix Number** | **Title of Document** | **To be completed and returned in Quote Submission** |
|  | Information for Bidders | No |
| 1 | Specification | No |
| 2 | Bidder Summary Information and Contact Details | **Yes** |
| 3 | Bidder Proposal Summary | **Yes** |
| 4 | Award Criteria (Mandatory & Deliverables) | **Yes** |
| 5 | Price Schedule | **Yes** |
| 6 | Non-Disclosure Agreement | **Yes** |
| 7 | Conflict of interest disclosure | **Yes** |
| 8 | Security Statement and Requirement | **No** |

**9. Format of Quotes**

9.1 Quotes must be in English. Any information submitted in any other language will not be eligible for our consideration.

9.2 Quotes must be compatible with Office Pro 2013. Please do not send documents in later versions of these programs or in different formats. If the Authority cannot open or read the documents submitted, the Authority cannot consider the submission.

9.3 Quotes must be virus checked prior to submission to the Authority.

9.4 The Authority prefers clear, concise and easy to follow responses to lengthy, wordy responses. Where a specific question is asked in the ITQ, the bidder’s response must be limited to directly address that particular question and must adhere to any page or character limits specified. Any document greater than 5mb cannot be carried by the Authority’s e-mail system. Removal of unnecessary logos, pictures and documents is very helpful. Any submitted annexes that have not been explicitly requested within the ITQ will not be taken into consideration within the evaluation process.

9.5 Marketing and sales brochures will **not** be evaluated unless the bidder makes a direct reference to a specific part of said documentation as providing evidence for a point made in the quote. Then such documentation shall only be considered to the extent of the reference made. If the use of such material results in a breach of a specified word limit the material will not be considered within the evaluation.

**10. Due Diligence**

10.1 While reasonable care has been taken in preparing the information in this ITQ and any supporting documents, the information within the documents does not purport to be exhaustive nor has it been independently verified.

10.2 Neither the Authority, nor its representatives, employees, agents or advisors:

10.2.1 make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITQ and supporting documents; or

10.2.2 accepts any responsibility for the adequacy, accuracy or completeness of the information contained in the ITQ and supporting documents 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.

10.3 It is the bidder’s sole responsibility to undertake such investigations and take such advice (including professional advice) as it considers appropriate in order to make decisions regarding the content of its quotes and in order to verify any information provided to it during the procurement process and to query any ambiguity, whether actual or potential.

**11. Quote Costs**

11.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of quotes. The Authority is not liable for any costs incurred by the bidder as a result of the quoting procedure. Any work undertaken by the bidder prior to the award of grant is a matter solely for the bidder’s own commercial judgement.

12. Quote Return and Validity

12.1 The closing date and time for quotes is no later than 12:00 hours on the date set out in the table at paragraph 2.1 above.

12.2 Quotes must be submitted by email to the Authority.

12.3 The Authority will safeguard all quotes received and open them once the closing date and time has passed.

12.4 It is the bidder’s responsibility to ensure that the quote arrives no later than the time and date stated in Section 2 (unless the time and/or date are subsequently amended in writing by the Authority). Late quotes may be rejected by the Authority.

12.5 The quote must be based upon the conditions and specification(s) set out in the ITQ and must contain all the information requested otherwise it may be rejected on the basis of being unsuitable and non-compliant.

12.6 It is intended that the grant will be awarded no later than the date set out in the table at paragraph 2.1 above. By submitting a quote, the bidder agrees that the quote remains valid for acceptance for a period of 90 days from the quote closing date. Thereafter the quoted prices, goods, services and works may only be adjusted in accordance with the conditions and specification(s).

**13. Evaluation**

13.1 Quotes will be evaluated against both price and value for money, as well as deliverables.

13.2 Where multiple evaluators are used, the evaluator’s scores will be moderated to ensure a consistent approach.

13.3 For Deliverables (or non-price criteria) the following table is applied:

|  |  |
| --- | --- |
| **Score** | **Definition** |
| **10** | **Very Good (fulfils the requirement)** |
| The response meets all that is expected for the criteria. It leaves the Authority and the Contract Participants in no doubt as to the capability and commitment to deliver what is required. The response therefore shows: |
| * Very good understanding of the requirements
* Considerable competence demonstrated through relevant evidence
* Considerable insight into the relevant issues
 |
| Where the response relates to the development of a product or service, it is considered to be viable and that it will meet expectations in full. |
| The contract conditions relating to the proposal fully comply with those required by the Authority. |
| **8** | **Good (provides the requirement with limited minor issues)** |
| The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: |
| * Good understanding of the requirements
 |
| * Sufficient competence demonstrated through relevant evidence
 |
| * Some insight demonstrated into the relevant issues.
 |
| Where the response relates to the development of a product or service, it has demonstrated a good and sound proposal which is likely to meet expectations, with limited minor issues. |
| The contract conditions relating to the proposal broadly comply with those required by the Authority and do not expose the Authority to unnecessary commercial risks. |
| **6** | **Fair (provides a basic measure of the requirement)** |
| The response meets most of the requirement but there is at least one significant issue of concern, or several smaller issues. These would require some further clarification or attention later in the procurement process, and may arise through lack of demonstrated capability and/or appropriate evidence. The response therefore shows:  |
| * Basic understanding of the requirements
 |
| * Basic competence demonstrated through relevant evidence
 |
| * Some areas of concern that require attention.
 |
| Where the response relates to the development of a product or service, it is likely to meet most of the requirement, although there are areas of concern or shortfalls that require attention. |
| The contract conditions relating to the proposal addressed most of the Authority’s requirements, but leave the Authority exposed to a degree of commercial risk which the Authority considers to be reasonable. |
| **4** | **Poor (provides some of the requirement with significant issues)** |
| The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: |
| * There are significant issues needing considerable attention
 |
| * There is insufficient evidence to demonstrate competence or understanding
 |
| * The response is light and unconvincing.
 |
| Where the response relates to the development of a product or service, it has met a limited amount of the requirement, but is light and unconvincing and has fallen short of expectations. |
| The contract conditions relating to the proposal fall short of meeting the Authority’s requirements and leaves the Authority exposed to greater commercial risks than the Authority considers to be acceptable. |
| **2** | **Very Poor (provides very little of the requirement)** |
| The response meets very little of what would be expected. |
| Where the response relates to the development of a product or service, it has met very little of the requirement. |
| The contract conditions relating to the proposal fall unacceptably below the Authority’s requirements and expose the Authority to unacceptable levels of commercial risk. |
| **0** | **No Answer given or Non-Compliant** |

13.4 The mandatory criteria and scoring criteria are set out below:

|  |  |  |
| --- | --- | --- |
| **Scored Criteria** | **1st Level Weighting** | **2nd Level Weighting** |
| **Deliverables (Award Criteria)**  | *80 %* |  |
| AW 1 – Organisational Readiness |  | *20%* |
| AW 2 – Service Delivery |  | *35%* |
| AW 3 – Quality and Feedback |  | *15%* |
| AW 4 – Performance and Compliance |  | *10%* |
| **Price**  | *20 %* |  |

14. Acceptance of Quote and Notification of Award

14.1 The Authority reserves the right to amend, add to or withdraw all or any part of this ITQ at any time during the procurement process.

14.2 The Authority shall award using the principles of MEAT and also reserves the right to accept such portion or portions as it may decide (unless the bidder includes a formal statement to the contrary in the quote).

14.3 The bidder will be notified of the outcome of the quote submission in accordance with this ITQ document.

14.4 Nothing in the documentation provided by the Authority to the bidder during this procurement process or any communication between the bidder and the Authority or the Authority’s representatives, employees, agents or advisors shall be taken as constituting an offer to contract or a contract. No quote will be deemed to have been formally accepted until the successful bidder has received a formal written Grant Agreement from the Authority.

**Access to Information**

15.1 Under the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) the Authority is obliged (subject to the application of any relevant exemptions) to disclose information in response to requests for information. The bidder should be aware that the Authority could receive requests for any information relating to this procurement.

15.2 In respect of any information submitted by a bidder that it considers to be commercially sensitive the bidder should:

 15.2.1 clearly identify such information as commercially sensitive;

 15.2.2 explain the potential implications of disclosure of such information; and

15.2.3 provide an estimate of the period of time which the bidder believes that such information will remain commercial sensitive.

15.3 Bidders should note that even where information is identified as commercially sensitive. The Authority may be required to disclose such information under the FOIA or the EIR.

15.4 Where a bidder receives a request for information under the FOIA or the EIR during the procurement, this should immediately be passed to the Authority and the bidder should not attempt to answer the request without consulting the Authority.

15.5 The Supplier shall comply with its obligations under the General Data Protection Regulation (EU) 2016/679 ("GDPR") together with all laws implementing or supplementing the same and any other applicable or equivalent data protection or privacy laws.

 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, in accordance with General Data Protection Regulation (EU) 2016/679 ("GDPR")

15.6 You should be aware that TVP/PCC may use 3rd party suppliers with specific relevant knowledge to assist in the evaluation of quotes. The 3rd party suppliers will be issued with or have access to bidder’s full quote responses.

 TVP/PCC has agreements in place with the 3rd party suppliers to protect the confidentiality of bidder’s information.

**16. Contracting Authority Status**

16.1 The purpose of the Public Contracting Regulations and associated legislation, is to encourage open and transparent competition which is delivered through open competition. The Authority is committed to the five Treaty principles of transparency, non-discrimination, equal treatment, proportionality and mutual recognition

**Appendix 1: Specification**

# Mediation in Thames Valley

The purpose of Mediation in the Thames Valley is for the prevention of escalation of anti-social behaviour (ASB) in our communities. Mediation helps to resolve neighbour and community disputes that, if left, can escalate and cause significant harm and distress for those affected.

Mediation provides an independent support service and can offer a solution when there is no clear course of action open to a statutory agency such as the police or local authority. It also represents an alternative to court proceedings and intervention by statutory agencies.

Mediation aims to resolve disputes between parties by employing a systematic approach in which the feelings of both sides are explored. Common ground is sought and the focus is on the future rather than the past.

When trying to tackle neighbour-related cases of ASB (which can present significant demand on the services of the police, district councils and housing associations), there is often no enforcement route that can be taken so being able to offer the practical tool of mediation demonstrates that the agencies want to try and help resolve the ASB.

*Key Benefits:*

* Mediation can successfully resolve neighbour related ASB, enabling the best outcome for local communities and our partners
* Parties that access mediation to address neighbour related ASB are much less likely to report further incidents to relevant agencies. This may be because the mediation had resolved the conflict or the complainant has realised that the issues do not warrant agency intervention.
* Although the best outcomes are secured when disputing parties go through the mediation process, even being able to offer mediation as a possible solution to neighbours can often provide a key opportunity for them to stop and review their situation, and take greater ownership of resolving the problems.

A mediation service was piloted in parts of the Thames Valley and experienced significant benefits for all parties. For example, in one local authority area, the percentage of cases where the referring agency received no further reports of the neighbour related ASBafter the offer of mediation was made to the complainant but no referral was subsequently made was 75%.

# Summary of Grant Opportunity

The Police and Crime Commissioner (PCC) for Thames Valley wants to ensure that mediation is more widely accessible to communities across the Thames Valley. The Office of the PCC is, therefore, looking to commission a Service Provider who can ensure that mediation is effectively and efficiently delivered. The service will also seek to build awareness and understanding of mediation and its potential benefits amongst our partner agencies and communities.

The service delivery period will be for three years. There may be some variance in the dates, depending on when the service is commissioned. There is an option to extend the service at the end of the period by up to two years.

The value of the service is £60,000 per annum.

## Geographical Scope

The service will be provided across the whole of the Thames Valley force area (Berkshire, Buckinghamshire, Milton Keynes, Oxfordshire).

The Service Provider will not accept referrals outside of the geographical scope.

## Service Offering

Mediation is being sought to assist with community related ASB including issues related to noise, property, boundaries, shared facilities, conflict management, offensive and abusive behaviour.

The service must:

* Be free of charge for the client
* Be voluntary
* Respect confidentiality
* Be focused on the needs of the victim, whilst considering the needs of the alleged offender
* Be independent
* Provide services that do not discriminate against any protected characteristics
* Be transparent, accountable and seek to continually improve the service through contract monitoring and service user feedback
* Provide their own accommodation and enable access to the service regardless of where the client is across the Thames Valley
* Operate during core hours of at least 0900-1600 Monday to Friday
* Provide flexible service provision out of hours where clients are only available out of core house (such as a week day evening)
* Keep safeguarding and safety at the forefront of the service offering
* Be offered even when one party disengages

## Availability

It is expected that the majority of the referrals and Services will be provided during core operating times 09:00hrs -16:00hrs Monday to Friday. However, it is important that the service provider must be flexible and meet victims and alleged offenders at times that are convenient to them. This may need evening and weekend working to meet the needs of victims.

## Referrals

The service may receive contact direct from victims and alleged offenders who are interested in taking part in mediation, or wish to find out more about the process, so that they can make an informed decision about their involvement. The provider must ensure that no participant is pressured, or feels pressured, into taking part in any mediation activity.

Referrals will also be received from our core Community Safety partners such as:

* Thames Valley Police
* Victims First (PCC commissioned service)
* 14 Local Councils
* 12 Community Safety Partnerships (CSPs)
* Victims and alleged offenders will also be able to make self-referrals and the provider is responsible for ensuring that information about the service is easily accessible through a range of sources.

It will be necessary for the provider to develop excellent working relationships with referring partners to ensure that all participants taking part in the process are properly assessed, their expectations are managed, the potential implications of the process are understood and so that they have appropriate access to support, before, during and after the mediation process.

Please note that this is a growing service and at this point is it difficult to indicate potential levels of referrals.

Based on police only referrals, we expect a demand of between 20-30 referrals per calendar month.

## Assessment

The service provider will be responsible for assessing the victim (harmed), the person who has caused the harm and any supporters involved in the process. The purpose of the assessment is to ensure that:

* risks are identified
* there is an opportunity for a safe dialogue between participants
* steps are taken to identify what needs to be put in place to enable a process to happen

Individuals must be provided sufficient information for them to understand what mediation is and its potential benefits. This is to ensure they feel able to make a free and informed choice about whether they would like to engage in the process. The expectations of all potential participants must be managed to minimise the risk of further harm being caused.

If, upon assessment, it is found that either the victim or offender is not suitable for mediation, the provider must manage this sensitively and put in place an appropriate exit strategy to ensure participants are supported and their expectations managed. The provider will signpost service users where required to support services.

## Completion and Feedback

On completion of the mediation process, the provider should ensure that the participants are offered the opportunity to reflect on their experience, access additional support and evaluate the service provided to them. This will include their satisfaction with the service provided and outcome, as well as the impact that they feel the process has had on their health and well-being. This is with a view to making continuous improvements to service provision.

# Equalities and Social Value

The Service must comply with equality law and fulfil its duties under the Equality and Diversity Act 2010 for people with protected characteristics. The Service must respect the diversity of local communities and provide services in a safe environment free from discrimination where all individuals are treated fairly and with dignity and respect appropriate to their needs.

Disability - services have a legal duty to comply with the provisions of the Equality Act including in respect to engagement, physical access and communication.

Faith and Religion - although mainstream interventions do not adopt a faith-bias, those involved in delivering the service should maintain an empathetic understanding of clients’ belief systems and facilitate access to local faith groups should this be beneficial.

*Social Value*

The service should aim to deliver additional Social Value, for example, through the use of local community-based volunteers.

# Service staffing levels

While the Police and Crime Commissioner’s office will not be prescriptive about the number and type of staff / volunteers within the service, it is expected that as a minimum the provider will ensure:

* There is a full-time manager responsible for the management of the service; monitoring referrals received and relationships with partner organisations and the Police and Crime Commissioner’s Office. It is essential that this person is based and has a visible presence within Thames Valley’s policing area. It is also critical that the Service has the capacity to work across the force area.
* There is sufficient representation within each local county area. It is important that the provider recognises the geography of the Thames Valley and ITQ responses need to demonstrate their ability to meet individual need across a widely diverse population. The Service Provider will need to pay particular attention to the way that our key statutory partners are structured and based locally.
* Practitioners do not undertake sensitive and/or complex cases unless they have the skills, experience and knowledge to do so. This includes having undertaken relevant training. It is important that all staff and volunteers undertake regular professional development that is recorded and can be evidenced upon request
* All staff delivering mediation or accessing case information, including volunteers, must have completed enhanced DBS checks, which will be paid for by the Service Provider
* The provider must demonstrate how they intend to ensure service cover and capacity is maintained across the area and whether volunteers are to be incorporated into the service. If so, at what level and how they will feature in the overall structure
* There is adequate staffing levels to provide a safe, quality service, meet expected capacity demands and offer some provision and flexibility out of hours.

# Accommodation

The Service Provider will supply their own accommodation and must consider the need to meet victims and alleged offenders in locations that are convenient to them. It is recommended that the Service Provider considers the need to work across the whole geographical location and how that will impact the staffing.

It will be beneficial for the Service Provider to build local relationships with partner agencies, for example, local neighbourhood policing teams, and local CSPs.

# Grant Monitoring

The Service Provider will provide quarterly performance reports to the Police and Crime Commissioner’s Office. The Service provider is required to send the performance report to the Police and Crime Commissioner’s Office at least one week in advance of each monitoring meeting.

Additional meetings can be requested by either the Police and Crime Commissioner’s Office or Service Provider to discuss and resolve issues that require urgent attention and which cannot wait to be addressed at the quarterly monitoring meeting. The quarterly meetings will also be an opportunity to discuss any other issues relevant to the Service.

## Monitoring information

The requirements for monitoring information will be finalised between the provider and OPCC on award of the contract but are likely to include those set out in the table below.

|  |  |
| --- | --- |
| **Data Field** | **Example** |
| Unique Reference Number | Case 00001 |
| Referral Organisation | Thames Valley Police |
| Local Policing Area / Local Command Area | Slough LPA |
| Department | Neighbourhood Policing |
| Local Council Area | Oxford City |
| Referring Partner | Oxford City Council |
| Type of intervention | Mediation, Conflict Management |
| Date of initial referral | 03/01/2024 |
| Type of referral | Self-referred, other agency (Police) |
| Date of first meaningful contact | 14/01/2024 |
| Victim demographics | TBC likely to be age (band), gender, disability, ethnicity, language requirements, neuro-diversity, other |
| Other party demographics | As above |
| Brief summary of the issue(s), including context | Boundary dispute between two neighbours. Have been neighbours for 3 years, no issues until neighbour changed who was living with them. Since there have been issues over the past 4-months regarding noise and verbal abuse |
| Accepted / Rejected | Referral accepted (reason if rejected) |
| Stage reached | Completed, Ongoing, etc. |
| Number of telephone interventions | 5 |
| Number of virtual meetings | 2 |
| Number of face-to-face meetings | 1 |
| Update on case | Mediators have met with both parties, conducted two sessions of mediation. Signposting offered to both parties, ongoing work. Both parties engaging well, no current demand on the police |
| Outcome(s) | Both parties have agreed to sign up to a good neighbour agreement. Mediation complete, no further demand on the police or local authority |
| Current status | Closed |

## Additional reporting requirements

In addition, the PCC is keen to understand how successful mediation is as an approach. This is separate to the performance of the provider. The following should be monitored:

* Number of referrals received, number refused, number accepted
* Of those who accept, number of those who progress to full mediation
* Number of cases where both parties engage, number of cases where only one party engages
* Any reasons / feedback collected about reasons for disengagement
* Number of cases (monthly) that are new / in progress / closed /
* Feedback from satisfaction surveys

The provider will submit an end of year annual report that will be made publically available, content of which will be agreed with the Police and Crime Commissioner’s Office

# Information Management

The Provider is expected to work with the PCC and core partners across the Thames Valley, in line with agreed data sharing protocols, to ensure the needs of the victim and offender are managed appropriately.

It will be the provider’s responsibility to provide a case management system. It will also be the provider’s responsibility to ensure compliance with the any legislation around data security and General Data Protection Regulations.

The Service Provider must sign and adhere to the appropriate information sharing agreements, Data Processing Contract’s etc. and provide information as requested. For example, data protection policy; safeguarding policy; details of staff members/volunteers who have access to this information.

**Appendix 2: Bidder Summary Information and Contact Details**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

\*I am aware of the consequences of serious misrepresentation.

|  |
| --- |
| Bidder Contact details and declaration  |
| Question  | Response |
| Name of Contracting organisation  |  |
| Company Registration Number |  |
| Company Registered Office Address |  |
| Company VAT Number |  |
| Company Duns Number |  |
| Main Contact name  |  |
| Title / Role in organisation  |  |
| Main Contact Email address |  |
| Main Contact Phone number  |  |
| Main Contact Postal address  |  |
| Signature (electronic is acceptable)  |  |
| Date of Completion  |  |

**\*Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in this response, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Appendix 3: Bidder Executive Summary**

Bidders to provide a summary of their bid, including how they meet the specification and any assumptions that they have made in compiling their submission.

This section is not scored. However, the PCC cannot evaluate a bid if this section is not completed.

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**Appendix 4: Award Criteria**

**Mandatory Section Questions**

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| **Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015** |
| **1.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes / No (delete as applicable) |
| **1.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?Please note that if you answer No to this question or do not provide the relevant URL to view the statement, you will be automatically excluded. | Not Applicable if your Response to 1.1 is No (delete as applicable)Yes (delete as applicable)Please provide the relevant url to view the statementNo (delete as applicable) |

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| **Bribery Act 2010: Requirements under Bribery Act 2010**  |
| **2.1** | Are you a relevant commercial organisation as defined by section 7 of the Bribery Act 2010 ( “The Act”) | Yes / No (delete as applicable) |
| **2.2** | If you have answered yes to question 8.1 are you compliant with the Act?If yes please provide your anti bribery policyPlease note that if you answer No to this question or do not provide the relevant URL to view the statement, you will be automatically excluded. | Not Applicable if your Response to 1.3 is No (delete as applicable)Yes (delete as applicable)Please provide the relevant url to view the statementNo (delete as applicable) |
| **2.3** | Is it the Potential Provider’s policy as an employer to comply with all Equality related legislation, and is it your policy not to treat any one group of people less favourably than others because of their age, disability, gender, race, religion/belief or sexual orientation?Yes / No (delete as applicable)Please note, answering NO will lead to automatic exclusion |  |

Suppliers who self-certify that they meet the requirements to these questions will be required to provide evidence of this if they are successful at contract award stage.

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| **2.4** | The Bidder declares that to the best of their knowledge the answers submitted in this ITQ are correct.You are agreeing on behalf of your Organisation.You understand that the Authority may reject this ITQ response if there is a failure to answer all relevant questions fully or if you provide false / misleading information.Yes / No (delete as applicable)Please note, answering NO will lead to automatic exclusion |

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| **3.1** | Thames Valley Police & Crime Commissioner has implemented the No Purchase Order No Pay policy to ensure all financial commitments are approved and recorded in purchasing systems in advance of the purchase being made. Are you willing to comply with this policy? Yes / No (delete as applicable)Please note, answering NO will lead to automatic exclusion |

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| **Freedom of Information Act 2000 (FOI) and / or Environmental Information Regulations 2004 (EIR)** |
| **4.1** | Freedom of Information Act 2000 (FOI) and / or Environmental Information Regulations 2004 (EIR)Information provided in the course of the procurement process may be disclosed under Freedom of Information Act 2000 or Environmental Information Regulations 2004 if requested under an FOI request or EIR request.Please note that some of the information provided may be protected under the FOI Act exemptions and EIR Exceptions. More information on applying the exemptions or exceptions can be found under the Information Commissioners Office (ICO) website http://ico.org.uk Please confirm you have been informed that information provided under this Bid may be disclosed under the FOI Act 2000 and Environmental Information Regulations 2004 and agree to it being published. Yes / No (delete as applicable)Please note, answering NO will lead to automatic exclusion |

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| **Data Protection Legislation** |
| **4.2** | Do you comply with all relevant data protection legislation (including GDPR)?  | Yes / No (delete as applicable) |
| **4.3** | Are you able to evidence that you can ensure that any 3rd party organisation completing any undertaking on your behalf is also compliant with data protection legislation?  |  |
| **4.4** | The successful bidder must agree to full police vetting of all named staff involved in data processing under the terms of the contract in order to gain access to the data for project delivery. Please confirm willingness to adhere to the above vetting requirement?  |  |

**Deliverables (Award Criteria)**

*Responses must stick to the word count given. Embedded documents or images are not permitted. Any tables, citations etc will be included in the word count.*

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| **AW 1** | **Organisational Readiness**How will the bidding organisation ensure that it has the appropriate levels of staffing, skill and capacity to deliver the specified service set out in Appendix A. Responses should explain:* what staffing is in place and will be recruited to meet the service needs
* how resource is managed,
* how workload is managed,
* organisation type & structure,
* the experience and skills of the service staff,
* any training for new provider capacity
* arrangements for supervision
* arrangements for any business continuity needs (e.g. sickness)
* arrangements for irregular demand (e.g. peaks due to successful marketing / awareness raising or lows due to non/dis-engagement)

***Word count 800*** |
| Scoring criteria | 20% Weighting |
| Bidder response |  |

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| **AW 2** | **Service Delivery**Describe the organisation approach to providing mediation services as set out in the specification (Appendix A). Responses should explain:* any previous experience of providing community / ASB mediation and how that will shape the proposed service offering
* the organisational approach to providing the geographical reach of Thames Valley
* links to other relevant service provision that would add value to successful mediation outcomes, either within the same organisation or others where there is an existing relationship
* experience of working partnerships with statutory core partners such as the police force, police and crime commissioner and local authority departments
* the organisational approach (or policy) to safeguarding
* the organisational approach (or policy) to non/disengagement of one party
* the process for receiving and assessing referrals
* the process for keeping clients informed before, during and after any engagement process
* any client groups / situations where the service cannot or will not be offered and the reasons for this
* how flexible the service will be to client needs (such as out of hours support, and dealing with requirements arising from any protected characteristics)
* the organisational approach to balancing needs of the ‘victim’ and ‘offender’
* the organisational approach to managing risk

***Word count 1500*** |
| Scoring criteria | 35% Weighting |
| Bidder response |  |

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| **AW 3** | **Quality and Feedback**This opportunity aims to test the benefit of mediation as a way of serving communities and tackling anti-social behaviour. Understanding quality and obtaining sufficient learning and feedback is essential. Describe the organisational approach to quality and feedback, including reference to:* the process(es) for ensuring that policy and procedures are consistent, safe, reviewed and kept up to date
* the process for seeking, collating and learning from service user feedback
* the process for sharing learning, outcomes and monitoring information to the contracting/funding body
* the organisational approach to continuous development of the service and staff
* the process or policy for dealing with data / information sharing breaches
* the mechanisms for measuring and monitoring client outcomes
* the process or policy for handling complaints

***Word count 800*** |
| Scoring criteria | 15% Weighting |
| Bidder response |  |

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| **AW 4** | **Performance and Compliance**Referring to the specification as laid out in Appendix A, please explain how the bidding organisation would:* ensure they are able to accurately collect, record and provide the Monitoring information and Additional reporting requirements, as listed
* be able to contribute any social value in their service proposal
* ensure compliance with Data Sharing and other relevant legislation
* add value to the aims of the Police & Crime Commissioner through this work

***word count 500*** |
| Scoring criteria | 10% Weighting |
| Bidder response |  |

**Appendix 5: Price Schedule**

Please provide a spend profile / breakdown of costs. This should identify what you would use the funding for (e.g. staffing, overheads, technology, licences etc.).

Please note that any costs that are not listed within this response will not be payable.

|  |  |
| --- | --- |
| **Delivery Component / Element** | **Cost (£)** |
|  | £ |
|  | £ |
|  | £ |
|  | £ |
| add rows as needed | £ |
| **Total Costs** | **£** |

*Weighting 20%*

Please include narrative below if you wish to explain your costings, cost assumptions, any exceptions, dependencies and flexibilities. Please also provide a short paragraph on how your proposal provides value for money.

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*Not scored (no word limit but please keep to no more than 0.5 page)*

**Appendix 6: Non-Disclosure Agreement**

This Non-Disclosure Agreement is made the on (Insert Date)

Parties:

1. Police and Crime Commissioner of Thames Valley whose office is at Oxford Road, Kidlington, OX5 2NX (the “Discloser”); and

1. [INSERT RECEIPIENT NAME] whose office is at [INSERT ADDRESS] (the “Recipient”),

together, the “parties” and each a “party”.

Any reference to writing or written in this Agreement includes fax and email.

A 1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of provision of a Thames Valley ASB Mediation Service (the Purpose). The confidentiality of which the parties wish to preserve and therefore agree to abide by the specified terms and Conditions governing such disclosure as detailed below:

 IT IS AGREED AS FOLLOWS: -

B1. The Recipient agrees not to use the Confidential Information for any purpose other than the Purpose without first obtaining the written agreement of the Discloser.

B2. Each party shall treat the Confidential Information as confidential and proprietary and will not, except as provided in clause B3 and clause B3A, disclose it to any third party nor use the Confidential Information for any purpose other than in connection with the Purpose including, without limitation, financing arrangements in relation to the Purpose.

B3. The Recipient agrees to keep the Confidential Information secure and not to disclose it to any third party except to its officers and employees, professional advisers, (and/or consultants and any other person to whom the Discloser agrees in writing that Confidential Information may be disclosed in connection with the Purpose) who need to know the same for the Purpose, on the basis that the Recipient informs them that they owe a duty of confidence to the Discloser.

B3A. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any court and/or regulatory, judicial, governmental, or similar body or in accordance with any statutory requirements. Provided always that if such an order or requirement arises the acquiring party shall promptly notify the disclosing party in writing of this and shall be entitled only to furnish that portion of the Confidential Information as it’s legal advisers shall advise (in writing) is necessary to comply with the relevant order or requirement.

B4. Information is not Confidential Information if it is, or becomes, generally available to the public; was available to the Recipient on a non-confidential basis prior to the disclosure by the Discloser; was lawfully in the possession of the Recipient before the information was disclosed; or the parties agree in writing that the information is not confidential.

B5. Neither this Agreement nor the supply of any Confidential Information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose. Any Confidential Information supplied or disclosed by either party shall remain the sole and exclusive Property of the disclosing party and this Agreement shall not operate to transfer ownership therein to any other party and the acquiring party shall, if requested by disclosing party, destroy all and any documents (and copies, extracts or prints thereof) containing Confidential Information. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information for longer than 1 year.

B6. Each party shall take all reasonable precautions to safeguard the confidentiality of Confidential Information.

B7. Each party shall be responsible for the compliance with the obligations of the confidentiality in this Agreement on the part of its respective officers and employees to whom Confidential Information has been disclosed.

B8. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

B9. Without the prior written consent of the other party each party shall not and shall direct its

 officers and/or employees not to make any public announcement:

 (a) of the fact that any discussions are taking place concerning the Purpose; or

 (b) that either party has requested or received any information; or

 (c) of any terms or conditions of, or other facts relating to, the Purpose.

Provided that this clause B9 shall not apply to any public announcements made in pursuance

of an order or requirement of any applicable law or competent judicial, governmental or other

authority or in accordance with the requirements of statute.

B10. For the purpose of this Agreement the term ‘Confidential Information’ does not include any information which: -

 (a) at the time of disclosure or at any time thereafter is in or becomes part of the public

domain other than through breach of this Agreement:

 (b) the recipient party can prove was already known to it or to its officers and/or employees at the time it received the Confidential Information or is independently acquired or developed by it or its officers and/or employees without being breach of its obligations hereunder;

B11. The obligations contained in clauses B1 and B3 will continue in force 5 years.

B12. Nothing in this Agreement shall impose an obligation on the Recipient to continue discussions or negotiations in connection with the Purpose.

B13. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Non-Disclosure AGREEMENT

SIGNED FOR AND ON BEHALF OF DISCLOSER – Police and Crime Commissioner of Thames Valley

NAME ---------------------------------------------------------------------------------------

POSITION ---------------------------------------------------------------------------------

SIGNED FOR AND ON BEHALF OF RECIPIENT – [INSERT ORGANISATION NAME]

NAME ---------------------------------------------------------------------------------------

POSITION ----------------------------------------------------------------------------------

**Appendix 7: Declaration of Potential Conflict of Interest**

**Guidance Notes**

All bidders must complete the following form confirming that there is no direct or indirect conflict of interest for either their business or for key individuals who are involved in the preparation of the bid or then in the subsequent delivery of goods or services that may be provided to Thames Valley Police / PCC as a result of a contract awarded based upon this bid.

N.B The declaration of a conflict of interest will not automatically lead to a bidder being asked to withdraw from a process. However, failure to declare a known conflict which is subsequently discovered is likely to result in a bidder being asked to withdraw from a process.

A bidder should seek guidance from the Authority by email if they are unsure as to if a conflict may exist.

**Contract for:** *Thames Valley ASB Mediation Service*

Bidders Company Name:

Date:

To the best of my knowledge there is no conflict of interest in the submission of a bid to supply goods and/or services to TV PCC as per the specification provided within the above Quote opportunity. I recognise that failure to disclose a potential conflict of interest, if discovered later may result in the bid being rejected or that any contract awarded based upon the submitted quote may be terminated.

Signed:

Name in full:

Position in bidding company:

OR

I believe there may be a conflict of interest in the business I am representing in submitting a bid to supply goods and/or services to TV PCC as per the specification provided within the above Quote opportunity. I have documented this perceived conflict below and would like to discuss how we can manage this risk to allow me to be considered for this opportunity. I recognise that failure to comply with the actions designed to manage a perceived conflict may result in the bid being rejected or that any contract awarded based upon the submitted quote may be terminated.

Signed:

Name in full:

Position in bidding company:

**Appendix 8: Security Statement and Requirements**

**SUPPLIER INFORMATION - SECURITY**

The Contractor shall comply with the requirements of the Office of the Police and Crime Commissioner for Thames Valley in partnership with Thames Valley Police policy with regard to vetting and security clearance of Staff, as may be varied from time to time. The policy shall require the Contractor to confirm the identity and eligibility to work of all Staff employed in the execution of the Contract (including those employed by its agents and sub-contractors in the execution of the Contract), and to supply all such personal details as may be required on behalf of the Commissioner.

 The Contractor shall routinely operate staff checks, which as a minimum shall include:

a. Identity check:

i. A visual examination of the following original documents provided by the individual:

(a) Full 10 year current British or EEA Passport, or

(b) Minimum of any two of the following:

* British driving license;
* Full birth certificate (issued within 6 weeks of birth);
* P45;
* Cheque book and bank card with 3 statements and proof of signature;
* Credit card with 3 statements and proof of signature;
* Proof of residence (e.g. council tax, gas, electricity, water or landline telephone bills);

ii. Detailed examination of the documents (and photographs) to ensure they are valid, apply to the individual and match (exactly) the information supplied in the job application.

ii. Provision of a certificate signed by the Contractor to confirm an individual’s identity, together with copies of the documents inspected.

b. Nationality check and eligibility to work (for non-British citizens):

i. Inspection of current passport including a check of the individual’s likeness to the photograph and the date of birth.

ii. Inspection of visas and work permits (also ensuring they match the period the Contractor intends to employ them).

c. Other checks:

i. National Insurance Number.

ii. Birth certificate.

iii. References from previous employers and a check to confirm their authenticity.

iv. Qualifications and a check to confirm their authenticity.

v. Driving licence to confirm validity.

 The Contractor shall ensure that members of its Staff complete vetting and security clearance questionnaires, including a declaration about previous convictions or cautions, and an acknowledgment that such checks may extend to close family members.

 The Contractor shall support vetting and security clearance reviews and notify specified variations in the personal circumstances of Staff including:

* Change of address;
* Change of spouse or partner;
* Arrest, caution or conviction (including traffic offences, and fixed penalty notices where

 penalty points are awarded).

 The Contractor shall update staff information provided to the Authority as and when individual members of Staff are replaced or complemented by others.

 The Contractor shall give not less than fourteen days written notice of each individual. After a review of this information the Authority shall advise the Contractor whether it can accept entry of the nominated Staff onto the Contract.

 The Contractor shall ensure that Staff employed on the contract, regardless of location, sign a confidentiality declaration and strictly adhere to the principles established within Official Secrets Act, Data Protection Act and the Thames Valley Police policy to protect information.

 The Authority reserves the right to reject any of the Contractor’s Staff without giving any reason or explanation. The Authority also reserves the right to remove the right of Contract participation from any of the Contractors Staff at any time during the lifetime of the Contract, without giving any reason or explanation.

 The Contractor shall ensure that all agents and sub-contractors it employs in the execution of the contract shall comply with this requirement.

Any delays caused by poor management of this process by the contractor will be their responsibility and an extension of time will not be granted

**OFFICIAL SECRETS ACTS AND CONFIDENTIALITY**

The Contractor shall and shall ensure that its employees, agents and sub-contractors shall:

a. abide by the provisions of the Official Secrets Acts 1911 to 1989 or any act amending, replacing or renewing the same;

b. shall keep secret and not disclose any information of a confidential nature obtained by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision;

c. shall take care at all times of all papers placed in their possession for the purposes of this Contract.

d. On cancellation (for any reason) or expiry of the Contract, the Contractor shall, at the Authority’s direction, return or destroy and certify the destruction of, all confidential information it obtains as a result of the Contract.