

## AVON AND SOMERSET CONSTABULARY

To:	Sue Mountstevens Mark Simmonds	Station:	Police and Crime Commissioner CFO OPCC
From:	Nick Jenkins	Station:	Strategic Procurement    Extn No: 46388 Service
Ref:		Date:	25 May 2017
SUBJECT: Award of Contract for the Provision of Specialist Support Service for Victims of Child Sexual Exploitation			

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## 1. Introduction

1.1. Having completing a tender in accordance with the Public Contracts Regulations 2015, this report is submitted with the recommendation to award Barnardo's the contract for the Provision of Specialist Support Service for Victims of Child Sexual Exploitation at a total contract value of £2,451,719

## 2. Background

- 2.1. The OPCC, working with Bath and North East Somerset Council, Bristol City Council, North Somerset Council, Somerset County Council and South Gloucestershire Council (Co-Commissioners), is leading on the commissioning of a Specialist Support Service for Victims of Child Sexual Exploitation (Service) across policing boundaries of Avon and Somerset Police. This follows on from the two-year Home Office innovation funded "West of England Child Sexual Exploitation (CSE) Victim Identification and Support Service" with Barnardo's that is due to expire 30 September 2017.
- 2.2. The Service is being co-commissioned and jointly funded, with the OPCC taking on the role of Lead Commissioner. The total annual funding agreed for the Service is £456,000pa. It shall commence 1 October 2017 and expire 31 March 2021, with an option to extend by a further two years in increments of one year at a time. A breakdown of contributions by Co-Commissioner is reproduced at Appendix A.

## 3. Procurement Regulations

- 3.1. At an estimated total contract of £2,508,000, the Service needed to be tendered in accordance with the Public Contracts Regulations 2015 (PCR15). However, as the Service falls within the categories listed at Schedule 3 of the PCR15, it can be conducted in accordance with the Light Touch Regime (LTR).
- 3.2. The PCR15 has removed the distinction between Part A and Part B services, which previously existed under the Public Contracts Regulations 2006 (PCR06). Under PCR06, Part A services were considered to be of interest to the whole of the EU and therefore subject to full OJEU tender rules. Part B services were not considered to be of cross boarder interest, and therefore not fully regulated as Part A services were i.e. no need for a full OJEU tender. With the Part A/B distinction removed under PCR15, the new LTR was introduced for certain health, social and other services.

- 3.3. The LTR comes with the higher tender threshold of £589,148 as opposed to £164,176 for all other service contracts. Once this threshold has been reached, Contracting Authorities are required to publish an OJEU notice, which contains details of the conditions of participation, time limits and a description of the award procedure that will be applied. Other than that, Contracting Authorities are free to determine the procurement procedure used, so long as the EU principles of equality and transparency are adhered to.

#### **4. Procurement Team**

- 4.1. A team of representative from each Co-Commissioner, Avon and Somerset Police and the OPCC was formed to undertake the tender exercise. A full list of representative who contributed to the tender process is listed at Appendix A. An indicator shows those who participated in Tender Evaluations.
- 4.2. All Co-Commissioners were able to given prior agreement to abide by the Tender Evaluation result, with exception of Bristol. Due to the level of investment Bristol are making toward the Service, they still need to obtain final sign off of the award decision. BANES were unable to attend to Tender Evaluations, though indicated that they will accept the decision of those who did attend.

#### **5. Invitation to Tender**

- 5.1. Due to the limited market for suppliers capable of providing the Service, the tender process decided upon was a single stage exercise similar to the Open Procedure. The call for competition was held open for 30 days, and then extended by a further two days to allow for a Bank Holiday weekend.
- 5.2. It is a statutory requirement for all procurements above EU thresholds, with the exception of LTR, to include the standard Selection Questionnaire. As the Selection Questionnaire was developed to simplify the supplier selection process for businesses, in particular smaller firms, and ensures suitability of the Tenderer e.g. financial and legal standing, it was still included in this procurement.
- 5.3. The Instruction to Tenderers provided full details on how they are to complete and return their Tenders. It included full details of weightings (including any sub-weighting) being applied, the total annual funding available and method of evaluation. If a Tenderer failed the Selection Questionnaire or submitted a Price that exceeded the total annual funding available, then they would be excluded from further evaluation. High level weighting for the Invitation to Tender were as follows:
  - (a) Response to Questionnaire 60%
  - (b) Supplier Presentations 10%
  - (c) Pricing Schedule 30%
- 5.4. Although the eTendering system used by SPS showed 10 suppliers expressed an interested in the contract opportunity, two submitted tenders:

- (a) Barnardo's
- (b) [Redacted]

## 6. Evaluation

- 6.1. Two separate Evaluation Panels conducted Tender Evaluations. The purpose of these Evaluation Panels was to discuss the merits of each Tender against the award criteria, and reach a consensus score and justification in accordance with the method of evaluation detailed in the ITT. This process is to ensure a fair and unbiased award decision is made.
- 6.2. The LTR encourages "the involvement and empowerment of users" in the contract award process, and so three of the award criteria was specifically designed for victims of child sexual exploitation (Service Users) to evaluate. [Redacted] chaired the Service User Evaluation Panel and brought their scores and justification to the Main Evaluation Panel days. The Service Users evaluation was highly constructive and was a valuable contribution to the overall decision making process
- 6.3. The Main Evaluation Panel scored both Response to Questionnaire and Supplier Presentations. This process was spread across two days, with Response to Questionnaire taking place on the first day, and Supplier Presentations on the second.

## 7. Cost Evaluation & Savings

- 7.1. Evaluation of the Pricing Schedule was completed separately from the Service User and Main Evaluation Panels. It was conducted based on the lowest priced Tender received maximum marks available. The other Tenderer then received a mark on a pro-rata basis dependent on how far they deviate from the lowest price.
- 7.2. [Redacted] set their annual price at total annual funding available of £456,000pa. Barnardo's, however, priced their tender at £10,233pa less than the budget, which, when extrapolated over the life of the contract (including options to extend), represents a saving of £56,282.

## 8. Key Terms

- 8.1. The contract shall be based on the OPCC's standard terms and conditions. There were, however, some variations agreed during the tender clarification process:
  - (a) Contract termination rights are as follows:
    - (i) For convenience: In addition to the OPCC having the right to terminate the Contract by providing three months written notice, the Contractor shall now have the right to give six months' notice. The Contractor notice period is longer than the OPCC to allow time to retender should notice be given
    - (ii) For cause: the OPCC have the right to terminate the Contract in the case of change of control, bankruptcy of an individual, winding up or dissolution of the company, inability of the contractor to pay its debts or default. If

terminated for cause, then ASP may recover from the Contractor costs of making alternative arrangements and any additional expenditure incurred

- (b) If the OPCC wishes to make a material changes to the contract in accordance with Special Conditions Clause 3, the OPCC shall now provide three months' notice.
- (c) Clause 9 relating to the Contractor indemnifying the OPCC against losses shall now be capped to the contract value, and only for losses caused directly by the Contractor
- (d) A clause has been inserted stating that the Contractor shall grant the OPCC a perpetual, irrevocable, royalty-free licence to use the Intellectual Property Rights that the Contractor produces during the Contract for the provision of the Service
- (e) A clause has been inserted recognising that the Contractor will be acting as a Data Controller in delivering the Service, and, whilst always observing all their obligations under the Data Protection Act, the Contractor shall grant the OPCC reasonable access to the data

## **9. Conclusion**

- 9.1. A Tender has been undertaken for the Provision of Specialist Support Service for Victims of Child Sexual Exploitation following the LTR in accordance with PCR15. Tender evaluations have determined that Barnardo's is the preferred Tenderer based on overall weighted score and lowest Price. Barnardo's achieved a total evaluated score of 84%, whilst **[Redacted]** scored 74%. A full breakdown of scores attained has been reproduced at Appendix A.
- 9.2. All Main Evaluation Panel participants are in support of this conclusion

## **10. Recommendation**

- 10.1. The recommendation is to award the Specialist Support Service for Victims of Child Sexual Exploitation contract to Barnardo's as they offered the most economically advantageous tender.
- 10.2. Please indicate your agreement or otherwise with the recommendation by completing the reply section below

Nick Jenkins  
Category Manager

## Reply Section

The recommendation to award the Specialist Support Service for Victims of Child Sexual Exploitation contract to Barnardo's at a total contract value of £2,451,719 is AGREED / NOT AGREED (delete as necessary)

Sign: ..... Date: \_\_\_\_\_  
Sue Mountstevens  
Police and Crime Commissioner

The recommendation to award the Specialist Support Service for Victims of Child Sexual Exploitation contract to Barnardo's at a total contract value of £2,451,719 is AGREED / NOT AGREED (delete as necessary)

Sign: ..... Date: \_\_\_\_\_  
Mark Simmonds  
OPCC's Chief Finance Officer

## Appendix A

### Breakdown of Contributions by Co-Commissioner

Co-commissioner area	Customer contribution (£)	Co-commissioner contribution (£)	Total funding (£)
BANES	30,000	30,000	60,000
Bristol	78,000	78,000	156,000
North Somerset	15,000	15,000	30,000
Somerset	75,000	75,000	150,000
South Gloucestershire	30,000	30,000	60,000
<b>Total:</b>	<b>228,000</b>	<b>228,000</b>	<b>456,000</b>

### Procurement Team

Name	Organisation	Evaluation Panel
[Redacted]	Avon and Somerset Police	(admin support)
Nick Jenkins	Avon and Somerset Police	✓
[Redacted]	Avon and Somerset Police	✓
[Redacted]	BANES Council	
[Redacted]	Bristol City Council	✓
[Redacted]	North Somerset Council	✓
[Redacted]	OPCC	✓
[Redacted]	Somerset County Council	✓
[Redacted]	Somerset County Council	
[Redacted]	South Gloucestershire Council	✓

### Breakdown of Scores

Description	Weighting	Barnardo's	[Redacted]
Response to Questionnaire	60%	46%	39%
Supplier Presentation	10%	8%	6%
Price Schedule	30%	30%	29%
<b>Total</b>	<b>100%</b>	<b>84%</b>	<b>74%</b>