



FURTHER COMPETITION

FOR

**CORPORATE SERVICES REVIEW
CONSULTANCY PROJECT**

**UNDER CCS CONSULTANCY ONE
FRAMEWORK RM 1502/L1
MULTI SPECIALISM PROGRAMME DELIVERY**

INVITATION TO TENDER

MAY 2016

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CONTENTS

1.	GLOSSARY.....	3
2.	INTRODUCTION.....	3
3.	OVERVIEW OF INVITATION TO TENDER.....	4
4.	FURTHER COMPETITION TIMETABLE.....	4
5.	QUESTIONS AND CLARIFICATIONS.....	4
6.	PRICE.....	5
7.	SUBMITTING A TENDER.....	5
8.	TENDER EVALUATION.....	5
9.	CONTRACT AWARD.....	5
	APPENDIX A – TERMS OF THE FURTHER COMPETITION.....	6
1.	INTRODUCTION.....	6
2.	CONDUCT.....	6
3.	COMPLIANCE.....	7
4.	RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION.....	7
5.	CONTRACT TERMS AND CONDITIONS.....	7
	APPENDIX B – SPECIFICATION.....	7
1.	INTRODUCTION & BACKGROUND.....	7
2.	SUMMARY OF AMBITION.....	21
3.	PROGRAMME OBJECTIVES.....	22
	APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE.....	24
1.	INTRODUCTION.....	24
2.	DOCUMENT COMPLETION.....	24
3.	RESPONSE TEMPLATE.....	24
4.	VETTING POLICY.....	29
5.	CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT.....	30-31

1. GLOSSARY

1.1 In this Further Competition Invitation the following words and phrases have the following meanings:

“**Authority**” means Police and Crime Commissioner for Merseyside, Allerton Police Station, Rose Lane, Liverpool, Merseyside L18 6JE and Merseyside Fire & Rescue Authority, Merseyside Fire & Rescue Headquarters, Bridle Road, Bootle, Merseyside, L30 4YD;

“**CCS**” means Crown Commercial Service;

“**Contract**” has the meaning set out in Framework Agreement;

“**Further Competition**” means the process used to establish a Contract that facilitates the Corporate Services Review Consultancy Project;

“**Further Competition Invitation**” means this document and all related documents published by the Authority in relation to this Further Competition;

“**Marking Scheme**” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;

“**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

“**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

“**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;

“**Shared Services**” is defined as either the merging of services or functions by public sector organisations (e.g. A Police Force and a local NHS Acute Trust decide to share HR services), a single organisation realigning business functions, or the setting up of a joint venture company to deliver services or functions to public sector organisations. This will usually require joint management teams and/or the transfer of staff from one organisation to another. Depending on the particulars of the arrangement, this is empowered by and must comply with section 23 of the Police Act 1996 (as amended by the Policing and Crime Act 2003).

“**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;

“**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;

“**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

“**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

2. INTRODUCTION

2.1 This Further Competition Invitation relates to the Further Competition to award a Contract that facilitates the Corporate Services Review Consultancy Project.

2.2 This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender response.

2.3 This Further Competition is being conducted under the CCS ConsultancyOne Framework RM 1502/L1 Multi Specialism Programme Delivery.

3. OVERVIEW OF INVITATION TO TENDER

3.1 The following appendices accompany this ITT:

3.1.1 Appendix A – Terms of the Further Competition

Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition.

3.1.2 Appendix B – Specification

A detailed description of the services that the Supplier will be required to supply to the Authority.

3.1.3 Appendix C – Further Competition Questionnaire

A template containing questions which the Potential Provider is required to respond to.

4. FURTHER COMPETITION TIMETABLE

4.1 The timetable for this Further Competition is set out in the table below.

4.2 This timetable may be changed by the Authorities at any time. The Potential Provider will be informed if changes to this timetable are necessary.

4.3 All Tenders must be received by the Authority before the Tender Submission Deadline.

4.4 Tenders received on or after the Tender Submission Deadline will be rejected by the Authority to ensure that all Potential Providers are treated fairly.

DATE	ACTIVITY
Wednesday 11 th May 2016	Publication of the Further Competition Invitation
Wednesday 11 th May 2016	Clarification period starts
Wednesday 18 th May 2016	Open Day for potential Bidders.
Wednesday 1 st June 2016	Clarification period closes (" Tender Clarifications Deadline ")
Wednesday 1 st June 2016	Deadline for the publication of responses to Tender Clarification questions
Friday 10 th June 2016	Deadline for submission of a Tender to the Authority (" Tender Submission Deadline ")
Wednesday 22 nd June - Thursday 23 rd June 2016	Presentation and Bidder Interviews
TBC	Expected commencement date for the Contract

5. QUESTIONS AND CLARIFICATIONS

5.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.

5.2 Any queries, questions or clarifications in connection with this further competition exercise must be submitted via the message section within the RFT section of EU-Supply within this Further Competition document through <https://uk.eu-supply.com> by 12.00 hours on Wednesday 1st June 2016.

5.3 The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.

- 5.4 To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.
- 5.5 Responses will be published in a Questions and Answers document to all companies invited to tender.
- 5.6 At times the Authority may issue communications to the email address for the tender contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.
- 5.7 Provisional dates of 22nd and 23rd June 2016 have been allocated for Presentation and Bidder Interviews. Companies will be advised further as and when appropriate if they proceed to the next stage of the process.

6. PRICE

- 6.1 All costs should be submitted in Appendix C, Section 5.

7. SUBMITTING A TENDER

- 7.1 Tenders comprising this completed document **must** be submitted directly to <https://uk.eu-supply.com>. **Do not submit any documentation to any other email address.** Correspondence sent elsewhere will not be processed.
- 7.2 The closing time / date for receipt of tenders is 12.00 hours on Friday 10th June 2016. Tenders received after this time / date will not be considered.
- 7.3 A Tender must remain valid and capable of acceptance by the Authority for a period of 90 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

8. TENDER EVALUATION

- 8.1 Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Further Competition Questionnaire).
- 8.2 The Total Score Available for each of the five evaluation criteria set out in Appendix C (Further Competition Questionnaire – Response Template) is as follows:

QUESTION NUMBER	QUESTION / WEIGHTING	TOTAL SCORE AVAILABLE
[OS1 - OS5]	Quality Requirements (40%)	200
[OS6]	Team Experience and Capability (5%)	25
[OS7]	Knowledge and Skills Transfer (5%)	25
[OS8 - OS9]	Track Record (10%)	50
[OS10]	Presentation & Bidder Interviews (10%)	50
Appendix C [5]	Price (30%)	150
Total		500

- 8.3 The Further Competition process will be a 2-stage process. All bids will be evaluated on Sections OS1 – OS9 and Appendix C [5]. Following this exercise the top 5 scoring Bidders will be invited to attend a Presentation and Bidder Interview. A final evaluation will take place to include the scores allocated in respect of OS10 to the initial scoring matrix. A preferred Bidder will be identified at the conclusion of Stage 2.

9. CONTRACT AWARD

- 9.1 The Potential Provider that achieves the highest total score will be awarded the Contract.
- 9.2 If two or more Potential Providers obtain the highest total score, the Potential Provider with the lowest Price element will be deemed the winner and awarded the Contract.
- 9.3 If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider may be awarded the Contract provided that they meet the Minimum Total Score of 250. The Authority does, however, reserve the right not to award a contract if only one Tender is received.

APPENDIX A – TERMS OF THE FURTHER COMPETITION

1. INTRODUCTION

- 1.1 These Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.
- 1.2 In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

2. CONDUCT

The Potential Provider agrees to abide by these Terms of the Further Competition and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

2.1 Contact during the Further Competition exercise and canvassing

The Potential Provider must not directly or indirectly canvass any Minister, public sector employee, elected member of any of the participating organisations or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider's disqualification from this Further Competition.

2.2 Collusive Behaviour

- 2.2.1 The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):
 - 2.2.1.1 fix or adjust any element of the Tender by agreement or arrangement with any other person;
 - 2.2.1.2 communicate with any person other than appointed Procurement Department and Project personnel the value, price or rates set out in the Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
 - 2.2.1.3 enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
 - 2.2.1.4 share, permit or disclose to another person, access any information relating to the Tender (or another Tender to which it is party) with any other person; or

2.2.1.5 offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

2.2.2 If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.

2.2.3 The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

3. COMPLIANCE

The Potential Provider agrees that in cases where their Tender is deemed non-compliant when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

4. RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION

4.1 The Authority reserves the right:

4.1.1 amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

4.1.2 to vary any timetable or deadlines set out in the Further Competition Invitation;

4.1.3 not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited; and

4.1.4 cancel all or part of the Further Competition at any stage at any time.

4.2 The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

4.3 Any costs that your organisation incurs during the Further Competition process and any subsequent Tender Clarification Interviews are the sole responsibility of the participant organisations only. Under no circumstances will the Authority bear any third party costs associated with your response.

5. CONTRACT TERMS AND CONDITIONS

5.1 The Contract will be subject to the Terms and Conditions of the CCS ConsultancyOne, letter of appointment and any additional Special Conditions agreed between the Authority and the supplier.

APPENDIX B – SPECIFICATION

INTRODUCTION & BACKGROUND

As part of the Government's Comprehensive Spending Review 2010 - 2015 Merseyside Fire and Rescue Authority (MFRA) and Merseyside Police have had to save £25.6 million and £77 million respectively. Following the November 2015 Comprehensive Spending Review it has been estimated that MFRA will have to achieve a further £11 million savings from their total budget. Whilst the current Comprehensive Spending Review does not impose further cuts in central government funding to the Police Service, in real terms, Merseyside Police will have to achieve an estimated £20 million savings from their total budget. The austerity measures have resulted in significant change programmes in both organisations. Following a number of reviews including the Knight Review and HMIC, there is a drive towards reform which provides value for money and increases efficiency and effectiveness through greater collaboration.

On the 10th February 2016 the Police and Crime Bill was introduced to the House of Commons. The Bill places the three emergency services (Ambulance, Fire and Police) under a statutory duty to keep collaboration opportunities under review and to collaborate where this would improve efficiency and effectiveness.

The duty is broad to allow for local discretion in how it is implemented, so that the emergency services themselves can decide how best to collaborate for the benefit of their communities. It is however intended that there should be a clear expectation that collaboration opportunities should be fully considered.

The Police and Crime Bill also includes two different models for a Police and Crime Commissioner, where a case is made, to take on responsibility for fire and rescue services; the 'governance model' and the 'single employer' model. Where the Police and Crime Commissioner does not take on responsibility for fire and rescue services but wishes to enhance collaboration opportunities the Bill enables them to seek representation on the Fire and Rescue Authority (FRA) under the 'representation' model.

In addition under the Cities and Local Government Devolution Act (2016), in November 2015, the Government agreed to devolve a range of powers and responsibility relating to Business, Environment and Transport to the Liverpool City Region Combined Authority. The model includes a directly elected City Region Mayor over the Combined Authority Area, with first elections taking place in May 2017. In March 2016, the Chancellor announced the devolution of further powers and responsibilities including the Government working with Liverpool City Region and Merseyside and Cheshire Police and Crime Commissioners to develop and strengthen the local role in commissioning joined up local criminal justice services.

To help achieve the further savings required by the Comprehensive Spending Review, one business area that both organisations are currently reviewing is their corporate support functions.

Merseyside Fire and Rescue Authority

The Merseyside Fire and Rescue Authority was established on 1st April 1986 by the Local Government Act 1985 which made provision for joint authorities to be established in the major metropolitan areas following the abolition of the metropolitan county councils.

Although the Authority does not have all the miscellaneous powers of a district authority, it is nonetheless a local Authority in its own right, separate and distinct from the constituent councils. It is therefore subject to the same rules and regulations which govern other local authorities.

The Authority delegate operational responsibility for the delivery of a Fire and Rescue Service (MFRS) to the Chief Fire Officer who leads a team of Strategic Managers who in turn have responsibility for the functional delivery of the service.

MFRA employs a total of 948 (FTE) staff which consists of 671 Firefighting personnel and 277 support service employees.

The support service functions for Merseyside Fire and Rescue Authority consists of departments/teams divided into the following functional areas:

The Chief Fire Officer's Portfolio comprises of the following Directorates:

- Legal, Procurement and Democratic Services
- Finance and Payroll and Pensions
- Operational Response – Only Health and Safety will be considered as a support service
- Operational Preparedness – Only Engineering Centre of Excellence (Vehicle Fleet) and the Training and Development Academy are considered as a support service
- Strategy and Performance – Strategic Performance, Business Intelligence, Integrated Risk Management Planning, Corporate Communications, Equality and Diversity, Information Governance and Security and Customer Services
- People and Organisational Development
- Strategic Change and Resources including Estates and ICT

Office of the Police & Crime Commissioner

Police and Crime Commissioners (PCC) were brought in by the Government to replace Police Authorities in November 2012.

The PCCs aim is to ensure the policing needs of the community are met effectively and to oversee how the police and other organisations are tackling crime in Merseyside. The PCC is accountable for how crime and community safety issues are addressed throughout the region. It is the PCCs job to hold the Chief Constable to account and to ensure the Police is properly funded so that they can deliver an efficient and effective service. The role includes the power to set the policing budget of over £330 million.

The Office of the Police and Crime Commissioner (OPCC) is a non-political, impartial organisation. The team work to support the PCC in their work and to help them to realise their vision and strategies for policing, community safety and criminal justice in Merseyside.

The PCC must have a Chief Executive and Chief Financial Officer. These are statutory roles within the OPCC, with the Chief Executive also acting as the Monitoring Officer. Support Services for the OPCC are provided by Departments within Merseyside Police, unless there are any conflicts of interests, for example legal, when these services will be contracted on a case by case basis.

Merseyside Police

Merseyside Police was formed in 1974 and serves a population of around 1.5 million people, covering an area of 647 square kilometres. As at January 2016 the force employs over 5,800 people in a variety of roles including Police Officers, Police Community Support Officers and Police Support staff. In addition Merseyside Police has 327 Special Police Officers and numerous volunteers. Although its Headquarters are based in central Liverpool, Merseyside

Police is currently divided in to five Basic Command Units (BCU's), one in each of the metropolitan boroughs that make up Merseyside. The BCU's are:

- Liverpool
- Sefton
- Wirral
- St Helens
- Knowsley

Within Merseyside, Liverpool is the only city and its status as a major port has contributed to a diverse population throughout the county, drawing a population from a wide range of people and cultures.

The support service functions for Merseyside Police consist of departments/teams within both the Deputy Chief Constable's and Director of Resource's Portfolio and staff are situated across various force locations. There are in excess of 600 staff currently working in 'back office' support service functions.

The Deputy Chief Constable's Portfolio includes the following departments:

- Legal Services
- Corporate Support and Development (including Media and Corporate Communications)

The Director of Resource's Portfolio includes the following departments:

- HR (including Academy, Occupational Health Unit and Health and Safety Section)
- Finance (including Procurement)
- ICT
- Estates
- Vehicle Fleet

Collaboration between Merseyside Fire and Rescue Authority, OPCC and Merseyside Police

In September 2015 Merseyside Fire and Rescue Authority and Merseyside Police and Crime Commissioner formed a Joint Police and Fire Committee. The Committee commissioned a programme of work to explore collaboration opportunities between Merseyside Fire and Rescue Authority and Merseyside Police. One workstream is the Corporate Services business area which includes the following functions:

- Human Resources
- Occupational Health
- Health and Safety
- Training Delivery – Training and Development/Academy
- Finance
- Payroll and Pensions
- Procurement
- Information Communication and Technology (ICT)
- Estates and Facilities Management
- Vehicle Fleet Management
- Media Team

- Press Office
- Communication and Marketing
- Legal Services
- Strategy and Performance/Corporate Support and Development
- Democratic Services
- OPCC – Chief Executive, Press Officer and Chief Finance roles only
- Equality and Diversity

An overview of the different functions in-scope for each organisation is as follows:

Estates and Facilities Management

Merseyside Fire and Rescue Authority	Merseyside Police
<p>The Estates Department is responsible for managing the property assets of MFRA with an estate comprising of approximately 50,000m² of managed space located over 40 acres of land in the Merseyside region. This incorporates 25 operational Fire and Rescue Stations of which 7 are Private Finance Initiative (PFI) stations and a further 19 non-operational support sites including a Marine Rescue Unit and 5 Low Level of Activity and Risk (LLAR) houses.</p> <p>Facilities Management is provided as part of a 5 year outsourced contract with Bouygues Energies and Services Ltd, which runs until 30/06/2020.</p> <p>Services provided across the estates include:</p> <ul style="list-style-type: none"> • Strategic asset management planning • Reactive and planned maintenance activities • Cleaning • Security • Statutory compliance • Capital Projects • Grounds Maintenance • Pest control • Waste • Energy management • Environmental • Station change programme. <p>The Estates Department is also responsible for leading the delivery of the North West PFI</p>	<p>The estate is owned by the Police and Crime Commissioner. The Estate and Facilities Management Department (EFM) leads on the strategic development, design, implementation, delivery, and upkeep of the Estate Strategy, managing and co-ordinating the use of the estate ensuring the Force's objectives are delivered in accordance with standing orders, legislation, policy, strategy and in addition the constant changing requirements needed to meet budget challenges.</p> <p>The EFM Department delivers estate related maintenance regimes of up to £3.8m annually (breakdown reactive repairs, legislative contract maintenance and programme maintenance projects and upgrades to existing estate) in support of the Estate Strategy. This department also has the task of delivering the Estate Strategy projects currently valued at £130 million.</p> <p>The EFM Department includes the following sections:</p> <ul style="list-style-type: none"> • Estate Strategy • Asset Management and Sustainability • Maintenance Team including the EFM Helpdesk and Force-wide Porter provision. • Compliance and Quality Section – this section includes Health and Safety, Forcewide Cleaning Services, Dispatch Drivers,

<p>project to build 16 new fire stations and associate facilities on behalf of Cumbria, Lancashire and Merseyside Fire and Rescue Authorities. This Project has a capital value of some £48m and total contract value of some £179m over a 28 year period. The posts are funded by a collaborative arrangement between the three fire authorities.</p>	<p>Mailroom, Administration, Security and Headquarters Reception.</p>
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Finance

Merseyside Fire and Rescue Authority	Merseyside Police
<p>The Finance Department is responsible for managing the financial affairs of Merseyside Fire and Rescue Authority and to ensure value for money is achieved from the use of the resources.</p> <p>The Finance Department is made up of four teams:</p> <ul style="list-style-type: none"> • Exchequer Services Team • Accounting Team • Payroll & Pensions Team (see separate functional heading) • Financial Information systems <p>The Department also has responsibility for delivering Treasury Management and Internal Audit services for MFRA. It facilitates this in conjunction with Liverpool City Council for MFRA.</p>	<p>The Finance Department is responsible for the provision of all finance and central procurement services for the Force. (Procurement – please refer to separate section)</p> <p>The department manages the Force budget of around £321m and is responsible for the payment of suppliers, maintenance of the financial records and the preparation of the Annual Financial Statements for both the Chief Constable and the PCC.</p> <p>The Department also provides financial and administrative services to Titan (Northwest Regional Collaboration for Serious and Organised Crime), administration of the Camera Partnership (multi-agency) and support to the Office of the Police and Crime Commissioner.</p>

Health and Safety

Merseyside Fire and Rescue Authority	Merseyside Police
<p>The Health and Safety team is part of the Response Directorate. They provide strategic advice to the Fire service in respect of all Health and Safety issues</p>	<p>The Health and Safety Section is part of the HR and Academy Department. They provide strategic advice to the Force in respect of all Health and Safety issues.</p>

Information Communication and Technology

Merseyside Fire and Rescue Authority	Merseyside Police
<p>Merseyside Fire and Rescue Authority has an in-house staff team of 5 who proactively manage the existing outsourced ICT Infrastructure Service Provision contract with its ICT partner telent. A new five year contract with telent commenced in April 2016.</p> <p>ICT and telent ensure the maintenance of vital '999' emergency response infrastructure, as well as continuing to expand the use of ICT technology in managing resources more effectively in line with the risks facing fire-fighters, communities and organisational processes of the Authority.</p> <p>ICT Infrastructure Life Cycle Management: is carried out by telent on behalf of the Authority and is done so in line with best practice from the ITIL framework. telent also provide the ICT Service Desk.</p> <p>There are a number of other ICT systems and staff who manage these systems in other functions e.g. Finance and Strategy and Performance who are responsible for application life cycle management for corporate and in-house developed applications.</p>	<p>The ICT Department has an in-house team of 90 people who are responsible for the implementation of new ICT systems and improving, supporting and maintaining those already in existence. Merseyside Police does not currently have any managed service contracts.</p> <p>The direction for the force's future ICT systems is set by Chief Officers through the IS Strategy. Ideas for new ICT systems or changes to existing systems are managed via the ICT Development Programme. The implementation of new systems and changes, the review of associated business processes, and the training of staff in the new systems and processes are managed by the IS Projects team.</p> <p>The ICT department has an annual budget of £6m for the support and maintenance of its ICT infrastructure and its 116 ICT systems. The ICT Services team has sections responsible for:</p> <ul style="list-style-type: none"> • IS Application Support • IT Technical support • IT Infrastructure Report • Telephony and Radio Support • ICT Service Desk <p>All the above operate under the ITIL framework.</p> <p>The department also has a specialist team that designs and builds the force's management information systems, and one that is currently automating HR processes.</p>

Legal Services

Merseyside Fire and Rescue Authority	Merseyside Police
<p>Legal Services is part of the Legal, Procurement and Democratic Services</p> <p>The Legal Services Team provides advice to Chief Fire Officers and Merseyside Fire Authority and provides a wide range of legal services to fire officers and fire staff throughout the service. These include legal advice and guidance on legal process regarding:</p> <ul style="list-style-type: none"> • Operational Matters • Civil Matters and Disclosure • Employment • Property • Contracts and Procurement • Operational Matters • Civil Matters and Disclosure • Employment • Commercial Property • Contracts and Procurement. • Criminal law and prosecutions • Charity law • Company law • Advice and representation at tribunal on Data Protection and FOI • In house Insurance service: Motor/Public liability/Marine/Employee Liability/ Animal • Pensions law • RIPA (Proper Officer) • Local Government law • Director is a statutory officer and lead on regional legal for FRA's and Clerk to North West Fire and Rescue Forum for collaboration 	<p>The Legal Department provides corporate advice to the Chief Constable and occasionally to the Merseyside Police and Crime Commissioner. They also provide a wide range of legal services to police officers and police staff throughout the force. These include legal advice and guidance on legal process regarding:</p> <ul style="list-style-type: none"> • Operational Matters • Proceeds of Crime Act • Civil Matters and Disclosure • Employment • Property • Professional Standards • Contracts and Procurement

Media and Corporate Communications

Merseyside Fire and Rescue Authority	Merseyside Police

<p>The Corporate Communications Team is part of the Strategy and Performance Department (See Strategy and Performance Section)</p> <p>Corporate Communications provides 24 hour media management, promoting the achievements and progress of the service on a local, national and occasionally international scale.</p> <p>The team has responsibility for internal and external communications, providing advice on communication issues across the Service, marketing and promotion of prevention initiatives, utilising social media and internet to support external communication campaigns.</p>	<p>The Media team provide a 24/7 reactive and proactive media service to local, regional and national media, as well as providing specialist and technical advice and support to chief officers, senior managers, Senior Investigating Officers and other force personnel on all aspects of dealing with the media. The team have a responsibility to safeguard the reputation of Merseyside Police, building trust and confidence with local communities through positive media management. They play a key role in supporting chief officers during major and critical incidents and position the force on the current and future media threats and opportunities.</p> <p>The Corporate Communications team are responsible for the delivery of force-wide marketing campaigns, internal and external communications, digital communications and video production. The team provide support, advice and guidance on communication issues across the force, managing internal communication channels such as In Touch and the force intranet as well as managing and developing the police website and utilising social media channels to support external communication campaigns.</p>
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Payroll and Pensions

Merseyside Fire and Rescue Authority	Merseyside Police
<p>The Payroll and Pensions Team is part of the Finance Department</p> <p>The firefighter Pensioners Payroll is outsourced to Lancashire County Council (YPS) as part of a 5 year contract. The cost of the contract varies depending on the number of pensioners. In addition the management of the active members of the Firefighter Pension Schemes (FPS) accounts, GAD, FRS17 and other FPS pension administration is covered in partnership between YPS and the Payroll & Pension Section.</p>	<p>The Payroll and Pensions Team is part of the HR Department. An 'in-house team oversee the payroll and pensions contracts which are both outsourced to a private provider 'KEIR'</p> <p>The Payroll contracts are variable dependent on the number of payslips produced on a monthly basis.</p>

<p>The Local Pension Government Pension Schemes (LGPS) is managed via Merseyside Pension Fund and in-house resources.</p> <p>All other payroll services are managed in-house.</p> <p>There are three Fire Pension Schemes.</p> <p>The Fire Service is required to operate a Local Pension Board for the Fire Pension Scheme (FPS). The Deputy Chief Fire Officer is the nominated Scheme Manager for the three FPS schemes.</p>	
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People and Organisational Development/HR and Academy

Merseyside Fire and Rescue Authority	Merseyside Police
<p>The People and Organisational Development Department consist of the following functions:</p> <ul style="list-style-type: none"> • Organisational Development • Organisational training needs and development • Leadership development • Coaching and mentoring • Appraisals • CMI centre of excellence • Development gateway management and promotions boards • Resourcing <ul style="list-style-type: none"> - People and Data Resource Management - Policy development and contract design - All recruitment - National and local conditions of service • Professional Standards • All employee discipline and grievance • All authority complaints • Management of all levels of capability • All employee sickness absence 	<p>The HR and Academy Department consist of the following functions:</p> <ul style="list-style-type: none"> • Organisational Development – Workforce Management and Development, Training Planning and Delivery and Assessment Qualifications. • Transactional Shared Services <ul style="list-style-type: none"> - Employment Team - Recruitment Team - Administration Team - Reward, Recognition and Award Events • Employee Relations which includes the following services <ul style="list-style-type: none"> - Employee Relations Consultancy Advisors - Employee Relations Policy Advisor - Medical Retirements - Health and Safety (Refer to separate section) - Payroll and Pensions (Refer to separate section) - Performance Improvement Unit - Business Change - Occupational Health Unit

<p>management</p> <ul style="list-style-type: none"> • National and local joint secretaries management • All consultation and negotiation • External disputes • Industrial Relations • Occupational Health – the core OH function is provided by an in-house team with OH physician services provided through an external contract. There are also additional outsourced contracts for physiotherapy and mental health nurse provision • Ill-health retirements • Health management initiatives • Specialist mental health services • Critical incident debriefs 	
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Training Delivery

Merseyside Fire and Rescue Authority	Merseyside Police
<p>Training Delivery is provided by both the Organisational Development Team from the People and Organisational Development Directorate and Training and Development Academy based within the Operational Preparedness Directorate.</p> <p>The Organisation Development Team has responsibility of the following aspects relating to training delivery:</p> <ul style="list-style-type: none"> • Development and delivery of Leadership Courses (CMI Levels 2, 3 and 5 and master classes). • Design and delivery of bespoke in-house training in line with the training needs analysis • Coaching and mentoring • Accreditation and Licensing <p><i>Training and Development Academy</i></p>	<p>The Chief Inspector Training Delivery (Academy) reports to the Head of Organisational Development in the HR and Academy Department.</p> <p>The Academy is responsible for the force training programme that is delivered to police officers and staff inclusive of the Special Constabulary and PCSOs but does not include Firearms, Dogs, Mounted or Covert Policing.</p> <p>Training is delivered through the team of accredited trainers that work within the Protective Training Unit, Crime Unit, Driving School, Information Technology Team and the Main Office. The staff deliver an extensive programme of training as identified through the annual Training Needs Analysis process approved by Chief Officers to ensure that the force strategic priorities are reflected through training delivery in a way that ensures that the staff</p>

<p>The Training and Development Academy (TDA) has responsibility for all operational training courses which include initial trainee programmes for operational Firefighters, induction training courses for all staff, health and safety training, on-going training and assessment of operational duties and pre-retirement courses.</p> <p>The TDA consists of a number of sections including tactical firefighting, technical rescue, incident command, hazmats, driving school and commercial training.</p>	<p>are equipped for their roles.</p> <p>The training programme includes the Initial Police Learning Development Programme (IPDLP), Initial Crime Investigators Development Programme (ICIDP), National Police Promotion Framework (NPPF), Leadership, Personal Safety Training, Public Order, Initial and Advance Driving Courses to name a few. In addition the Academy is responsible for the development of the Breeze E-Learning Packages.</p>
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Procurement

Merseyside Fire and Rescue Authority	Merseyside Police
<p>Procurement is a unit within the Legal, Procurement and Democratic Services</p> <p>Merseyside Fire and Rescue Authority (MFRA) operates a shared service with Lancashire County Fire Authority (LCFA) for procurement. They have responsibility for the pre-procurement stages and leading the procurement process, contract management, risk management and ensuring compliance with EU and UK legislation as well as internal policies and procedures.</p> <p>MFRA is the regional lead for collaborative procurement in the Northwest</p> <p>MFRA also plays an active role in the Chief Fire Officer's Association (CFOA) National Procurement Group.</p>	<p>The Procurement Unit is part of Merseyside Police's Finance Department.</p> <p>The Procurement Unit has overall responsibility for facilitating the purchase of all goods and services for force requirements ensuring the delivery of value for money through good procurement.</p> <p>The principle sections within the Procurement Unit are as follows:-</p> <ul style="list-style-type: none"> • Procurement • Print Unit • Equipment Officers

Strategy and Performance/Corporate Support and Development

Merseyside Fire and Rescue Authority	Merseyside Police
<p>The Strategy and Performance Team is responsible for managing the following functions:</p>	<p>The Corporate Support and Development Team consists of the following units:</p>

<ul style="list-style-type: none"> • Strategy and Performance <ul style="list-style-type: none"> - Business Intelligence - Integrated Risk Management Plan (IRMP) - Audit, Inspection and Peer Review - Project Management • Corporate Risk Management • Systems Support • Application Development • Information Governance and Security • Records Management • Equality and Diversity and Consultation • Customer Services including reception, switchboard, printing and catering services. • Corporate Communications (see separate section) 	<ul style="list-style-type: none"> • Organisational Support (This includes Chief Officer and Executive Support which is included in a separate section) <ul style="list-style-type: none"> - Corporate Risk Management - Policy Development - Corporate Meetings - Conference Attendance • Operational Support <ul style="list-style-type: none"> - Corporate Analysis - Review and Inspection Unit • Organisational Development and Change.
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Vehicle Fleet

Merseyside Fire and Rescue Authority	Merseyside Police
<p>The Engineering Centre of Excellence forms an integral part of Merseyside Fire and Rescue Service's operational and non-operational response. The Centre aims to ensure that personnel are equipped with the best means available to support not only the Fire and Rescue operations but all the core responsibilities expected of a modern Fire and Rescue Service.</p> <p>The Engineering Centre of Excellence consists of three sections:</p> <ul style="list-style-type: none"> • Transport and Workshops <p>The Transport/Workshop department provides a high quality fleet, comprising of fire appliances, ancillary, special vehicles and other specialist plant/equipment, maintained to a high standard and degree of reliability to provide the means whereby all members of the fire service can carry out their</p>	<p>The Vehicle Fleet Department supports a force wide provision of vehicles from initial purchase through to commissioning and lifetime service/maintenance and then disposal. In addition the department deals with any seized/uninsured/crashed vehicles.</p> <p>The principle sections within the department are as follows:</p> <ul style="list-style-type: none"> • Fleet Support Services <p>Management and quality assurance of services provided by workshops and Force Vehicle Examiner including commissioning and decommissioning of force vehicles.</p> <ul style="list-style-type: none"> • Engineering Services <p>Maintenance and repair of the force's fleet including accident repair and engineering administrative services.</p>

<p>duties safety and efficiently.</p> <ul style="list-style-type: none"> Operational Equipment <p>The Technical Engineering department provides support for the upkeep of the Service's operational equipment and plant, including the standard testing all equipment which is carried on fire appliances and other special appliances; this includes the PPE worn by our fire-fighters. The team also has responsibility for the asset tracking and management of the Service's operational equipment.</p> <ul style="list-style-type: none"> Consumable Stores <p>The role of the Consumable Stores is to provide care and safe custody of consumable and clothing products and the movement of personal kits, operational equipment and internal mail in order to maintain operational efficiency</p>	<ul style="list-style-type: none"> Stores <p>Ordering, storage and distribution of motor vehicle spares and equipment in a cost effective and efficient manner.</p> <ul style="list-style-type: none"> Finance and Admin <p>Administration, personnel and finance function and are also responsible for the development of plans to ensure optimum use of resources.</p>
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Office of Police & Crime Commissioner

Chief Executive

The Chief Executive's role include:

- Working with the PCC to ensure the commissioning of efficient and effective Police and Crime Reduction services in Merseyside.
- Facilitating the development and promotion of the PCCs vision, strategy and priorities and provide high quality guidance, advice and support to the PCC.
- As chief of staff of the PCC's office, to provide operational and strategic leadership and foster public confidence through the appropriate and accurate scrutiny of the police and crime reduction services.

Chief Finance Officer

The Chief Finance Officer's role is to ensure that the financial affairs of the PCC are properly administered and that good financial management arrangements are in place across the OPCC and Force. The Chief Finance Officer also acts as the PCC's strategic financial adviser, ensuring all policies and plans are appropriately resourced. This role is the Section 151 Officer for the PCC for Merseyside.

Press Officer

The press officer provides a reactive and proactive media service to local, regional and national media. They promote the achievements and progress of the work of the Police and Crime Commissioner against their priorities, as well as providing specialist and technical advice to support the Police and Crime Commissioner and her office.

They have responsibility for internal and external communications, providing advice on communication issues across the OPCC, marketing and promotion of initiatives, utilising social media and internet to support external communication campaigns. They also have responsibility for updating and maintaining the Merseyside Police and Crime Commissioner's website.

MFRS Democratic Services

- Director is the Monitoring Officer and a statutory officer.
- Democratic Services undertake:
- Collation and sharing of Authority and Committee reports
- Publishing committee reports
- Dealing with public attending meetings and recording o
- Members allowances and payments of this
- Members travel and accommodation
- Member meeting Agenda and minuting
- Dealing with Statutory timescales for reports publication
- Arranging events and conferences
- Admin service for legal, procurement and democratic department - general admin and system support plus transactional procurement for goods orders.

An initial high level review of each of the functions for both organisations has been completed, which confirmed that each organisation delivers similar functions although the methods, systems utilised (including ICT, Finance and HR) and processes applied are significantly different. This is also true of staff terms and conditions.

MFRA has outsourced provision for ICT, Facilities Management, certain aspects of Occupational Health, Pensions, Treasury Management, Internal Audit and the management of the Finance/HR/Payroll and Procurement ICT systems whereas Merseyside Police provide these functions 'in-house.' Merseyside Police has outsourced provision for its Payroll, Pensions and Clothing Stores which are provided 'in-house' by MFRA.

SUMMARY OF AMBITION

The PCC, Merseyside Police and MFRA are considering opportunities for collaboration in relation to transforming a number of 'corporate services' functions (as previously detailed above) which will exploit opportunities for more efficient and effective service delivery. This is to be achieved by examining the different functions to identify where improvements can be made to service delivery, value for money and productivity by adopting a shared service model either as single organisations or as a collaborative endeavour between the organisations. Shared Services can encompass a wide variety of models, including collaboration on many different levels, the merits of each option need to be considered to identify the most appropriate model for delivery.

The key principles underpinning this transformation are:

- Management and strategic capacity will be rationalised and shared between the parties where appropriate in any shared service model.
- The most appropriate business model to transform organisational services in OPCC, Merseyside Police and MFRA should be determined as part of this work; where possible integrating people and processes to provide value for money.
- Existing or proposed models of police/fire collaboration or other public/private sector collaboration must be benchmarked.
- Any integrated model must embed strategic capacity, statutory roles and specialist services within any proposed change model for each organisation.
- More agile and flexible structures and ways of working should be adopted, in order that both organisations may meet future changes and challenges.
- Any integrated model should, where possible, use advances in technology to support service delivery with consideration given to how this will be achieved.
- There will be standardisation of some corporate service delivery.
- Self-service will be maximised where appropriate to deliver the most efficient or effective service through demand reduction and optimised business processes.
- Staff may be co-located where appropriate and practical, within the restrictions of both organisations' estate strategies, to deliver the most efficient and effective service.
- Where identified cashable efficiency savings will be achieved through the sharing or merger of functions throughout the corporate services arena, which when delivered will enable the MFRA and Police and Crime Commissioner to protect frontline service delivery.
- The quality of services and service delivery for the customer should be enhanced where possible, and in all other cases current levels of quality should be maintained.

PROGRAMME OBJECTIVES

It is the consultants' responsibility to deliver a Business Case (BC) that sets out fully costed options to transform the corporate services approach across both Merseyside Police and Merseyside Fire and Rescue Service (MFRS). The BC will present options for change for each individual organisation and as a collaborative endeavour. In each case this must demonstrate how efficiency, effectiveness and value for money will be achieved.

The procurement process seeks specialist input to develop and deliver a BC that includes:

1. Consideration and identification of functions and processes that are suitable to collaborate across both organisations' corporate services. Design and provide options for transforming the corporate services approach as a collaborative endeavour that is capable of the future inclusion of other organisations, and as single-agency solutions. The BC must include a detailed review of MFRA, defined OPCC and Merseyside Police functions, including processes, systems and demand. This should include the identification of any processes which can be automated easily, those that require further development and the increase of self-service provision.

2. The review, design, and cost-benefit analysis of the preferred corporate services solution either for each organisation individually or as a collaborative endeavour that is capable of the future inclusion of other organisations.
3. Review the requirements against existing ICT systems for each function across both organisations, including HR and Finance, Duty Management Systems, Asset Management and Helpdesks. Assess and identify the ICT requirement to underpin and enable any transformation and identify any costs associated with changing/extending ICT systems. This should include an evaluation of the appropriateness of ICT systems (including those already in existence or under development for the police/fire or public sector market) and the solutions that they provide.
4. The proposed collaboration/transformation solutions should identify a range of options and approaches for suitable enabling ICT solutions for the participating organisations.
5. Benchmarking against other private and public sector organisational services transformations particularly police and fire services. Practical examples of shared services already in operation in other organisations, standard sets of relevant business processes and the enabling ICT systems should be evaluated to enable us to understand and quantify the risks of any proposed change.
6. An evaluation to understand outsourced provision compared with 'in house' services for the different functions and if either model is more suitable for collaboration. If so, the impact of extending any existing outsourced provision or the penalties involved in terminating any contacts early.
7. Identify standardised processes, forms and configurations that will enable significant working efficiencies, with two or more organisations working to common processes wherever possible.
8. An assessment of the risks and challenges of all transformation options.
9. A detailed routemap of the preferred option to be produced as part of the Business Case including key project decision points and milestones.

Recommend and design a new approach.

Development of a proposed operating framework for the delivery of shared services with clearly defined scope, costs and benefits for each of the recommendations. The framework will detail any proposed changes for Merseyside Police/MFRA/OPCC, including inter-service collaboration and governance to the following areas; core operating processes, roles and responsibilities, organisational structures, resourcing, performance management, ICT systems and interfaces with external agencies (the level of change will be driven by the issues/opportunities identified).

The framework will comprise of a series of proposed single-organisation or collaborative changes, including detailed cost/benefit analyses and will be underpinned by a detailed delivery plan that captures key milestones and decision-points. This must also consider the cultural change that is required to deliver any change and make recommendations in respect of the best way to ensure staff are engaged in the process.

REQUIREMENT

Time-frames:

Speed and certainty of delivery is a priority for Merseyside Police and MFRA. Suppliers will be encouraged to submit responses that instil confidence in delivering a successful programme and will be explored further at the presentation event. Monthly written reports will

be required to the joint Merseyside Police/Fire Collaboration Programme Board. Presentation and written report (BC) will be required at the conclusion of the contract. The notes and materials developed or used as part of this work should be packaged up and made available for any subsequent phases. Please note that the Business Case is due for presentation by October 2016.

APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE

1. INTRODUCTION

- 1.1 Appendix C sets out the questions that will be evaluated as part of this Further Competition.
- 1.2 The following information has been provided in relation to each question (where applicable):
 - 1.2.1 Weighting – highlights the relative importance of the question;
 - 1.2.2 Marking Scheme – details the marks available to evaluators during evaluation.

2. DOCUMENT COMPLETION

- 2.1 Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.
- 2.2 Potential Providers **must not** alter / amend the document in any way.
- 2.3 Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document or [Appendix B – Specification].

3. RESPONSE TEMPLATE

[1] COMPANY INFORMATION	
[1.1]	Please state your full company name and address

[2] POTENTIAL PROVIDER CONTACT	
[2.1]	Please state the contact's name
[2.2]	Please state the contact's telephone number
[2.3]	Please state the contact's e-mail address

[3] OUTPUT SPECIFICATION / QUESTIONNAIRE

A high level Output Specification (OS) follows. Tenderers are requested to provide a full and comprehensive response to each OS question, detailing how it will be achieved.

In order to facilitate our internal team in assessing all responses in a consistent manner please do not change the structure of this document, clearly and concisely answering the questions as applicable.

Please ensure you do not exceed the maximum word count for each OS question, where one is included. The evaluation panel will only consider answers provided within the word limit, i.e. if the answer to a question with a 400-word limit contains 500 words, we will not consider the last 100 words of your submission. Tables and any attachments are also included in the word limit.

Quality Requirements (40%)

OS1	<p>Please describe how you plan to approach our requirements, specifically focusing on how you will deliver the output and outcomes we seek.</p> <p>The bid should contain a timeline to undertake the work and deliver a BC. Please provide an outline of what you would expect from the OPCC, Merseyside Police and MFRA to meet this timeframe.</p> <p>The bid should also highlight how you would engage staff in solution design.</p>	2000 words	20%
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OS2	<p>Please describe how you would:</p> <ul style="list-style-type: none"> • Identify functions and processes which are suitable for collaboration and potential transformation • Design and develop options to deliver the collaboration/transformation 	1000 words	8%
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OS3	<p>Please explain how you would identify best practice within and outside of the organisations involved and how this would be considered as part of the BC.</p>	1000 words	4%
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OS4	<p>Please outline your understanding of the key risks and challenges facing this programme in the delivery of business collaboration.</p>	1000 words	4%
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OS5	<p>Please describe how you will help ensure that the programme objectives are achieved and the overall value of the programme is maximised by the partner organisations. Use your prior experience to evidence the strength of your approach.</p>	1000 words	4%
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Team Experience and Capability (5%)

OS6	<p>It is envisaged that a mix of resources will be required to deliver the programme requirements.</p>	2000 words	5%
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	<p>With this in mind please provide details on the specific individuals that you would allocate to this project. Outline this by providing:</p> <ul style="list-style-type: none"> • Names of individuals, roles and % allocation; • Pen-pictures for those resources, highlighting relevant expertise; • Summarising the key experience that these individuals bring that would support the specific tasks/requirements over the duration of the contract; • Examples of their relevant experience in delivering similar successful programmes, particularly in the police/fire sector, where the customer outcomes were achieved on time and within budget. 		
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Knowledge and Skills Transfer (5%)

OS7	<p>Please describe how you will share your knowledge skills and experience to build a high performing team with blended resources coming from MFRA and Merseyside Police, subcontractors or other suppliers.</p> <p>Please describe how you will leave the collaboration with sufficient knowledge and understanding of the new solutions, allowing them to be self-sufficient and able to further develop without the consultants' support.</p>	1000 words	5%
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Track Record (10%)

OS8	<p>Please describe two examples where you have worked within the public or private sector to design shared service units, how the proposed team have worked together on such projects and detail how this experience will benefit the programme.</p>	1000 words	5%
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OS9	<p>Please describe two examples in the last three years, including the success or otherwise of the programme, where you have worked within the police and/or fire sector to converge business processes and bring about business transformation. What did you have to consider and how did you manage the relationships between the parties?</p>	1000 words	5%
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Presentation & Bidder Interviews (10%)

OS10	<p>Further information in respect of the Stage-2 process will be issued to the successful Stage-1 bidders at the appropriate time.</p>		10%
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[4] MARKING SCHEME

- 4.1 The Criteria and weightings that will be used in the evaluation of Tenders is given in Section 8.1 - Tender Evaluation. Sub-criteria weightings are further broken down in Questions OS1 to OS9 of the Response Template ('Output Specification') – individual weightings are indicated accordingly.
- 4.2 The potential benefits of any additional facilities and features not specified in the tender document but offered as standard, will be evaluated.
- 4.3 Each Output Specification (OS) point will be scored 0 – 5 marks on the following basis:

The following marking scheme will be used to assess the response provided to this question:	
0	Unsatisfactory: Question not answered, or omitted or, response is unsatisfactory. Does not meet minimum indicative outline needs.
1	Poor: Poor response, which only partially answers indicative outline needs with major deficiencies. Little relevant data included.
2	Partial: Response partially satisfies indicative outline needs with useful evidence provided, but response falls short of minimum expectations.
3	Satisfactory: Response meets minimum criteria, but remains basic and could have been expanded upon.
4	Good: Response satisfies indicative outline needs and exceeds minimum expectations, including extra levels of detail
5	Excellent: Comprehensive and useful response, which exceeds expectations, is innovative and offers additional value

[5] PRICE

30%

Please complete the pricing schedule below, detailing the total number of days and cost per day for delivery of the requirements as detailed in Appendix C: 3 Output Specification / Questionnaire.

Description of Activities	Number of Days	Cost per hour	Cost per day*	Total Cost
<ul style="list-style-type: none"> Delivery of Business Case as per the Programme Objectives stated within the Further Competition document. 				

*Please base your pricing on an 8 hour consultancy day including travel and expenses.

Please provide a breakdown of the total cost quoted in the table below and expand as necessary to incorporate all activity required to meet the Programme Objectives:

Description of Activities	Number of Days	Cost per hour	Cost per day*	Total Cost

Marking Scheme:

The maximum mark available will be 30%. This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.

The calculation that will be used to determine marks is as follows:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 30\% \text{ (maximum mark available)}$$

4. VETTING POLICY

In order to maintain high professional standards and appropriate security, it is necessary to conduct appropriate vetting checks on all contractors. This will include directors, partners, company secretaries, proprietors, associates and all members of staff involved with delivering the service.

The level of vetting is dependent on the security risk that Merseyside Police and MFRA deem appropriate. Vetting checks on directors/company secretaries/partners/associates or proprietors will be conducted prior to any contract award. Directors/company secretaries/partners/associates or proprietors failing to pass security clearance will result in the company's exclusion from any contract. Any issues identified during the vetting process will be considered in an objective and measured way.

Vetting includes people other than those applying for clearance i.e. family members, tenants etc. In the event that an applicant fails to obtain clearance Merseyside Police/ MFRA reserves the right not to divulge the reasons for such failure. Only those people who receive security clearance will be allowed to work on this contract. The Contractor shall not employ any person in and about the provision of the Services who has not been vetted.

Successful contractors will be required to ensure any information provided prior to the contract commencement is updated as changes occur e.g. new employees, changes of address etc.

The successful contractor will require employees and any sub-contractors to be cleared to NPPV Level 3.

Those staff you propose working on the Project are required to complete the NPPV Level 3 Form, embedded form attached below. You are required to return all completed forms to hq.procurement.enquiries@merseyside.pnn.police.uk by Wednesday 8 June 2016 – do not return through Bluelight.

The forms from unsuccessful contractors will not be processed and will be deleted from our systems.

Should the Vetting Policy change during the course of this contract Merseyside Police/MFRA may require additional information in order to conform to the revised policy.

I confirm that _____ (Name of Company) will comply with all the requirements of the Vetting Policy.

Signed _____

Position in Organisation _____

Date _____



5. CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

WHEREAS:

1. The Police and Crime Commissioner for Merseyside and Merseyside Fire and Rescue Authority intend to enter into an Agreement for the provision of services fully described in the invitation to Tender document.
2. During the period of the provision of this Contract it will be necessary for each party to disclose to the other information which may be oral or written and include ideas, discoveries, inventions, drawings, specifications, formulae, programmes, plans, requirements etc. of a confidential nature, relating to certain methods including but not limited to operating, organisation, finance and accounting prepared and used in exercising statutory obligations and daily business of both parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

3. For a period of six years following the date of disclosure both parties will keep confidential and will not disclose to any other person, firm or company any information disclosed by either party and shall not itself make any use of such information for any purpose other than internal recording by information technology and the checking and evaluation of documents except to the extent to which the Receiving Party:
 - 3.1 can show that such information is publicly available through no fault of the Receiving Party,
 - 3.2 can show that such information was in its possession prior to the date of disclosure,
 - 3.3 may subsequently receive such information from any third party without restriction as to disclosure,
 - 3.4 is authorised by any subsequent written agreement between the parties hereto.

Nothing in this clause shall be deemed to confer, or to imply, agreement to grant rights under copyright, patents or similar rights owned by either party.

4. If either party wishes to transmit confidential information through a third party acting as its agent, the receiving party will be advised in writing prior to such disclosure and the provisions of this Agreement shall apply to any such disclosure.
5. Each party:
 - 5.1 agrees to use the same care in protecting the confidential information of the other as is used by it in protecting its own confidential information,
 - 5.2 agrees to disclose the information provided by the other hereunder to its employees and/or third parties acting as its agents only on a need to know basis, warrants that such employees and/or third parties acting as its agents as receive confidential information of the other are under written obligation to it to hold such information in confidence and to use it only for the purposes agreed

herein shall comply with their respective obligations under the Data Protection Act 1984 and the Data Protection Act 1998 (together "the Data Protection Acts") that arise in connection with this Agreement.

6. The purpose of disclosing the information is to enable both parties to perform their obligations under the Agreement. A written request from either party to return the said information must be complied with within thirty days of the date of the first request.
7. Notwithstanding clauses 1 - 4 above the parties here to acknowledge and agree that any information requested under the Freedom of Information Act 2000 may be disclosed provided such disclosure is appropriate and in accordance with the said Act.
8. If and when directed by the PCC/ MFRA, the CONTRACTOR shall secure that any person employed or engaged by the CONTRACTOR or by a Sub-Contractor, who is specified in the direction or is one of a class of persons who may be so specified, shall sign a statement that he understands that the Official Secrets Acts 1911 to 1989 apply to him both during the term of and after the expiry or termination of this Agreement.
9. This Agreement shall be considered to be subject to English law.

Agreed by..... (Print name)

Signature
for and on behalf of the Police and Crime Commissioner for Merseyside

Dated

Agreed by..... (Print name)

Signature
for and on behalf of []

Dated

A Director or other senior representative who has legal authority to make this commitment on behalf of the Contractor must sign this Confidentiality and Non Disclosure Agreement.