

## PFCC Decision Report

**Please ensure all sections below are completed**

**Report reference number:** 098-22

**Classification:** Not protectively marked

**Title of report:** Essex victim referral and support service retender 2023

**Area of county / stakeholders affected:** Countywide

**Report by:** Greg Myddelton

**Date of report:** 8<sup>th</sup> July 2022

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### Executive Summary

- 1.1. This report proposes the retender of the Essex victim referral and support service contract, currently delivered by Victim Support. The current contract is scheduled to expire at the end-March 2023. A tender exercise is therefore proposed to identify the most economically advantageous provider to take on a new contract, with the new service commencing 1<sup>st</sup> April 2023.

### Recommendations

- 2.1. The PFCC approves the proposed approach to retendering the victim referral and support service contract

### Background to the Proposal

- 3.1. The PFCC has responsibility for the delivery of support services for the majority of victims of crime. This includes a requirement to assess the need of victims and provide practical and emotional support as well as referring victims onto more specialist support where appropriate. In Essex this is currently delivered through a multi-year contract with the charity Victim Support which was successful in tendering for the service in 2018 following a competitive procurement exercise.
- 3.2. The Essex Victims' Assessment and Support Services contract expires on 31st March 2023. We are preparing for the retendering of this service to

ensure we are in a position to commence the new contract when the current one ceases in April 2023. The Kent victim services contract expires on the same date, so the intention is to run a collaborative procurement process via the 7F Procurement team, with two separate lots for each area. This will require 2 separate service specifications and will result in two separate contracts (ie only the procurement process is joint, not the contract or service).

3.3. This service is funded via an annual victims grant from Ministry of Justice.

### **Proposal and Associated Benefits**

4.1. The indicative timescales for the procurement are laid out in table below;

<b>Event</b>	<b>Date</b>
Market Engagement Day	July 2022 (Date TBC)
Issuing of ITT	15th August 2022
Deadline for Questions	3rd October 2022
Deadline for return of tenders	17th October 2022
Tender evaluation outcome & clarifications	24th October - 15th November 2022
Notification of decision to appoint successful tenderer (10 day standstill)	End-Nov 2022
Notification of award of contract	December 2022
Contract mobilisation	December – 31st March 2023
Contract commencement date	1st April 2023

4.2. It is proposed that upon completion of the procurement exercise the PFCC confirms arrangements via a Decision sheet and signing the contract

4.3. It is proposed that the contract is for a total of 6 years, made up of an initial 3 year period followed by 3 separate 1-year extensions (a 3+1+1+1 term).

4.4. It is suggested that we evaluate submissions on a 60:30:10 split, where the quality of the bids is worth 60% of the mark, the price worth 30% and social value 10% of the overall score.

4.5. An evaluation panel comprising the Strategic Head of Partnerships & Delivery, the PFCC's commissioning officer (if in post), and a representative from Essex Police is recommended.

4.6. The Strategic Head of Partnerships and Delivery is liaising with colleagues in Essex Police to explore any opportunities to add value to either EP processes or victims' experiences of the criminal justice system. Engagement is also being undertaken with colleagues in the Essex Restorative and Mediation Service.

### **Options Analysis**

5.1. The PFCC has utilised all available extensions for the current contract which commenced in 2018. Due to its value, the service is required to be subject to a competitive tender process. The PFCC may wish to adopt a different approach to commissioning, for instance some Police areas have brought victim support services in house within Police witness care teams or through

the creation of in-house victims' hubs. Given the short timescales to complete this work before the current contract expires, and the lack of strategic desire or political will for this model locally, it is not being explored or advocated in Essex.

### **Consultation and Engagement**

- 6.1. In developing this proposal, the PFCC has liaised with Essex Police's Victims' Board and subgroup as well as sharing plans through the victim and witness action team of the Criminal Justice Board.

### **Strategic Links**

- 7.1. This service is a fundamental element of our Police & Crime Plan priority to improve support for victims of crime.

### **Police operational implications**

- 8.1. Whilst there is no direct operational impact on Essex Police, the successful provider will be expected to receive the Police's Automatic Daily Transfer of victims. This will require an information/data sharing agreement between the Police and provider.

### **Financial implications**

- 9.1. This contract is valued at £572,127 in 2022-23. It is proposed to increase this contract value to around £3,450,000 over the 6-year period (equivalent to £575 p.a.) to account for inflationary cost increases. There will be a separate decision sheet with more detailed finances once the procurement process has concluded.

### **Legal implications**

- 10.1. The PFCC is responsible for the commissioning of local victims' services. This project will ensure we comply with those responsibilities and deliver services to victims in line with their entitlements under the Victims Code of Practice.
- 10.2. The procurement process will be undertaken by 7F procurement to ensure all relevant procurement legislation is complied with

### **Staffing implications**

- 11.1. No direct staffing implications on Essex Police or the PFCC. TUPE letters have been issued by the 7F Procurement team to the incumbent provider (Victim Support) in preparation for the tender exercise.

### **Equality, Diversity and Inclusion implications**

- 12.1. We receive demographic information from our current provider which gives details about those accessing and receiving support from the current contract which we use to monitor ourselves against the Public Sector Equality Duty and feedback information to Ministry of Justice. We have the responsibility, and an opportunity, through this retendering exercise to ensure our services are accessible and flexible to deliver support in a fully inclusive way. This will be articulated through our service specification and providers' responses and will be evaluated during the procurement exercise.

### **Risks and Mitigations**

- 13.1. There is a risk that without a dedicated commissioning officer this work may not be delivered on time. This is being mitigated by reprioritising of the Strategic Head of Partnerships and Delivery's work in order to meet the necessary timescales.
  
- 13.2. There is also a risk that the market for this service is not developed enough for the process to be competitive. We are mitigating this risk by holding a market engagement event in July, increasing the value of the contract, and offering a long-term contract.

### **Governance Boards**

- 14.1 This proposal was discussed and agreed at the PFCC's Senior Management Team on 27<sup>th</sup> May 2022. It has also been referenced at the ECJB's Victim and Witness sub-group meeting on 21<sup>st</sup> June.

### **Links to Future Plans**

- 15.1 This project supports the PFCC's delivery against the priorities in the Police and Crime Plan. We will include a requirement within the contract that there must be flexibility to accommodate any new developments or requirements emerging from a future victims' law.

### **Background Papers and Appendices**

- 16.1 n/a



If 'YES', please provide details of required redaction:

.....  
Date redaction carried out: .....

**Chief Finance Officer / Chief Executive Sign Off – for Redactions only**

If redaction is required, the Treasurer or Chief Executive is to sign off that redaction has been completed.

**Sign:** .....

**Print:** .....

**Chief Executive / Chief Finance Officer**

**Decision and Final Sign Off**

I agree the recommendations to this report:

**Sign:** 

**Print:** Roger Hirst

**PFCC/Deputy PFCC**

**Date signed:** 06 October 2022

I do not agree the recommendations to this report because:

.....  
.....  
.....

**Sign:**

**Print:**

**PFCC/Deputy PFCC**

**Date signed:**