

Part 2 Specification

Contract Reference

TCCCS5122

Contract Title

Mentors in Violence Prevention

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A Overall Scope and Nature of the Requirement

A1 Mentors in Violence Prevention

A1.1 **Background Information:**

Mentors in Violence Prevention (MVP) is a peer mentoring leadership programme for young people. It gives young people the chance to explore and challenge the attitudes, beliefs and cultural norms that underpin gender-based violence, bullying and other forms of abuse.

The programme 'scenarios' explore a range of behaviours including name-calling, sexting, controlling behaviour and sexual harassment, and use a 'bystander' approach where individuals are not considered potential victims or perpetrators, but empowered and active bystanders with the ability to support and challenge their peers in a safe way. The programme has a strong emphasis on building healthy, respectful relationships both in education settings and in the community.

Overall Requirement:

- A1.2 Following the successful implementation and outcomes of MVP in many local authorities and Violence Reduction Units in Scotland and England, Torbay Council and partners are intending to make the offer of the implementation of MVP to education settings across Torbay with an initial focus on secondary provision.
- A1.3 The provider will be required to develop, deliver and co-ordinate MVP in the identified education settings.
- A1.4 Delivery must be in line with the internationally recognised MVP model developed by Dr. Jackson Katz. [MVP Strategies](#)
- A1.5 The following 5 core components of MVP must be delivered:
1. Exploring violence through a gendered lens
 2. Developing leadership
 3. Using a bystander approach
 4. Recognising the scope of violent behaviour
 5. Challenging victim blaming
- A1.6 The overall objective of this project is to:
1. Reduce the likelihood of young people becoming involved in serious violence.
 2. Improve behavioural outcomes, understanding and resilience.

B Mandatory Pass / Fail Requirements

B1 Not Used

B2 Safer Recruitment

B2.1 To ensure the Service creates a safer recruitment culture for clients and staff, the following are mandatory requirements:

- a) At least one member of each interview panel must have undertaken safer recruitment training.
- b) The Provider must have effective procedures in place, which are regularly updated and communicated to staff.
- c) The Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff.
- d) The Provider must take seriously all concerns that are raised.
- e) The Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

B3 Data Protection, Information Sharing and Information Security

B3.1 The data collection/processing requirements in respect of this Contract are set out in the table below:-

Role of Supplier / Provider	Data Controller
Subject matter of the processing	Processing of the Contract Personal Data in connection with the provision of the Services.
Duration of the processing	The duration of processing will be the full term of the contract.
Nature and purpose of the processing	No personal data will be processed on behalf of the Council.
Type of personal data processed	Not applicable.
Categories of data subjects	Not applicable.

The means of processing the data	Applicants are to provide details within their Part 5 Mandatory Criteria response.
Rights and obligations of the controller	As described in the Contract dated 16 January 2023.
Approved sub-processors and in each case: <ul style="list-style-type: none"> • Nature and purpose of processing • Location of processing 	Not applicable.
Details of approved international transfers of Contract Personal Data together with details of approved transfer mechanisms	Not applicable.
Details of the technical and organisational measures in place to protect contract personal data	Applicants are to provide details within their Part 5 Mandatory Criteria response.

B3.2 To ensure protection for the rights and freedoms of data subjects:

- a) The Council's data must not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to their personal data;
- b) The successful applicant will be required to comply with any changes in data protection legislation.

B3.3 The proposed system must comply with the following mandatory security requirements:

- a) It must contain parameters which can be set to enforce timeouts;
- b) It must have a password policy incorporating encryption, use of mixed case, number and special characters, minimum length, expiry, limit on login attempts, logging of unsuccessful login attempts and "forgotten password" functionality;
- c) Applicants must have technical and procedural security measures in place to prevent:
 - Unauthorised or unlawful processing of personal data;
 - Accidental loss or destruction of or damage to personal data.

- B3.4 Where the Applicant is proposing a Cloud-based service, the Applicant is required to complete and submit Appendix G – CESG Cloud Information Security Questionnaire.

B4 Climate Emergency

On 24 June 2019, Torbay Council declared a ‘Climate Emergency’ and are committed to helping to tackle climate change and to become carbon neutral by 2030. We want to ensure the environmental impact of the Council’s procurement of goods, services and works is minimised in line with our response to the climate emergency.

B4.1 The Council’s expectation is that Providers:

- a) know the impact their organisation has on the environment;
- b) have an environmental policy which embeds a culture of reducing negative environmental impacts within their organisation;
- c) ensure their environmental impact is measured, regularly reported and overseen at the highest level;
- d) specifically in relation to this Contract are able to outline how carbon emissions will be minimised, with a clear action plan outlining the work to be undertaken focussing on the biggest impacts, with key targets and timelines to the actions to be undertaken, for example:
 - if travel is used, mileage is reduced. For the miles that are unable to be reduced more environmentally friendly ways to travel are used;
 - if buildings are used, environmental building survey(s) have been undertaken and any negative environmental impacts are mitigated / reduced;
 - if purchasing new vehicles low emission alternatives are considered/
- e) work with their supply chain to know the environmental impact of the goods / services they purchase and mitigate / reduce negative impact, where the negative impact is not able to be reduced offset the impact;
- f) work towards their organisation being Carbon Net Zero by 2030.

B5 Not Used

B6 Health and Safety

- B6.1 All Provider staff who undertake work on behalf of the Council are required to fully comply with their legal duties under health, safety and welfare legislation while at

work to ensure the health and safety of themselves and others that may be affected by their acts or omissions.

- B6.2 In recognition of the legal duties imposed upon them all Providers and those Provider staff undertaking work on behalf of the Council under this Contract will:
- a) co-operate with the Council's Director Responsible for Health and Safety, Managers, Supervisors, Corporate Health and Safety Department and their own Employer to enable them to comply with their legal duties;
 - b) comply with ALL requirements of the Council's Health and Safety Policies and other rules and procedures in place;
 - c) not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety;
 - d) actively promote a positive health and safety culture;
 - e) only undertake work for which they have been trained and are qualified and competent to undertake;
 - f) where applicable, ensure that risk assessments and method statements relating to their work are presented to the Council's authorised officer, prior to commencement of work, if they are not following the Safe System of Work provided by Torbay Council.
- B6.3 The Council's Health & Safety Policy Statement can be found at Appendix B.

B7 Invoicing

- B7.1 The Council will make payments to the Provider monthly in arrears.
- B7.2 The Provider must make the invoice payable by Torbay Council and must be marked with Torbay Council's name and address, the Provider's name and address and the Council's official purchase order number.
- B7.3 The invoice must be submitted by e-mail to: **invoices@torbay.gov.uk**.
- B7.4 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;
- B7.5 The invoice must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- B7.6 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.
- B7.7 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- B7.8 Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).

B8 Not Used

B9 Business Continuity Plans

- B9.1 The Provider is required to submit a Business Continuity Plan for the Council's approval within one month of the contract start date.
- B9.2 As a minimum the Business Continuity Plan should address the following:
- a) Staffing issues including absence and changes.
- B9.3 The Provider is required to review the Business Continuity Plan and submit an updated Plan to the Council for approval on an annual basis or sooner when there is a known or foreseeable significant change.

B10 Exit Management

- B10.1 The Provider is required to submit an Exit Management Plan for the Council's approval within three months of the contract start date.
- B10.2 As a minimum the Exit Management Plan should address the following:
- b) Appropriate management of any held data in line with all relevant legislation.
 - c) The provision of all relevant and agreed materials as outlined by the contract to named recipients.
 - d) Project handover plan to Torbay Council and education settings.
- B10.3 The Provider is required to review the Exit Management Plan and submit an updated Plan to the Council for approval on an annual basis or sooner when there is a known or foreseeable significant change.

B11 Use of Council Branding

- B11.1 Torbay Council owns its identity, branding devices and logos, these are protected by law.
- B11.2 The Provider must agree only to use the Council's visual identity in accordance with the terms set out in the Contract.
- B11.3 The Provider will be issued a licence number to use the Council's visual identity and use must be only in relation to this Contract, further usage will be subject to separate request and approval.
- B11.4 Permission to use the Council's visual identity does not prevent the Council from revoking that permission at a later point. Any revocation is at the sole and complete discretion of the Council.
- B11.5 The Council's identity is provided 'as is' and must not be altered in any way.

B12 Contract Specific Mandatory Pass/Fail Requirements

- B12.1 The Provider must have up to date Safeguarding policies in place and must keep them updated for the duration of the Contract.
- B12.2 All delivering staff must have completed or be prepared to complete within 3 months of the start of the Contract, the Torbay Children's Safeguarding Training.
- B12.3 The Provider must have valid enhanced DBS checks in place, for all of their staff working or delivering on this Contract.
- B12.4 The provider must have appropriate data protection policies and procedures in place and be fully compliant with data protection and information sharing legislation.
- B12.5 The provider must be appropriately trained in data protection, information sharing and information governance or be prepared to complete this training within 3 months of the contract start date.
- B12.6 The Provider must have proven experience of working within education settings, to develop and implement the Mentors in Violence Prevention programme.
- B12.7 The work must be led by practitioners trained in delivering the Mentors in Violence Prevention programme.

C Core Requirements

C1 Core Requirements of Contract

The successful Provider will need to:

- C1.1 Provide the delivery and co-ordination of the Mentors in Violence Prevention (MVP) Programme alongside education providers in Torbay, with a focus on children in secondary education settings in the first instances, with a view to expanding to key stage 2 where resources allow.
- C1.2 Provide training education staff in all elements of MVP to enable them to support the implementation and development of a sustainable long-term approach within their education setting.
- C1.3 Support education settings in the identification of children to become involved in MVP and the delivery of the MVP programme.
- C1.4 Support the initial delivery in schools to ensure confidence, consistency, and quality.
- C1.5 Support problem solving linked to delivery and sustainability using clear evidence-based practice.
- C1.6 Development and provision of all key literature and training materials needed to successfully implement and sustain MVP.
- C1.7 Develop an outcomes framework in partnership with education settings, Torbay Vulnerable Pupils Service and Torbay Council Safer Communities Team which is linked to identified needs in Torbay as informed by local relevant data.
- C1.8 Measure and report on impact of the delivery of the programme using the outcomes framework outlined above.
- C1.9 Undertake and evidence case studies and interviews with key stakeholders (including children), to support understanding of experience and impact of MVP.
- C1.10 Undertake planning work with key stakeholders to support the development of a sustainable long-term approach to MVP in Torbay.
- C1.11 Provide clear evaluation of MVP and its impact.
- C1.12 Support the links between MVP and community bystander approaches.
- C1.13 Promote and raise awareness of MVP at appropriate forums and meetings.

D Additional Requirements

D1 Additional Requirements of the Contract

- D1.1 Providers will need to have the potential to expand / extend delivery, if additional resource and / or funds become available.

D2 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

E Social Value

E1 Our Commitment

- E1.1 The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore, the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).
- E1.2 The Council is committed to a performance and evidence-based approach to Social Value.

E2 Our Priorities

- E2.1 We are seeking submissions that support our local priorities.
- E2.2 The Council's mission is to be a Council that supports, enables and empowers its residents, communities and partnerships.
- E2.3 The Council's ambition and priorities for Torbay and its residents to thrive are outlined in the Community and Corporate Plan 2019 -2023:
<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>
- E2.4 We are looking for Applicants to make submissions in relation to Social Value that support the collective delivery of this plan in Torbay.
- E2.5 In evaluating Social Value offers we are looking for bidders who wish to contribute and join us as partners in delivering the ambitions for Torbay and its residents. All responses are expected to demonstrate what and how they will contribute to the delivery of this plan in Torbay.

E3 Torbay TOMs Framework

- E3.1 As part of our commitment to a performance and evidence-based approach to Social Value we have utilised the National TOMs (Themes, Outcomes & Measures) Framework developed by the Social Value Portal and endorsed by the Local Government Association (LGA).
- E3.2 The TOM's Framework for Social Value provides a measurement standard to support better and wider implementation of the Social Value Act. It provides a way to assess additional contributions that a project will make to society. It also enables us to embed local priorities and signpost Applicants to the areas of greatest need in our community where their actions will be of most value.
- E3.3 To support Applicants in their responses we have aligned the National Theme and Outcome measures (TOM's) with the priorities set out in our Community and Corporate plan – The Torbay TOMs Framework (See Appendix C).

- E3.4 Applicants are free to choose those measures that are proportional and relevant to their business and this specific Contract. **Please Note:** a key success factor for Applicants will be to demonstrate the ability to deliver against the commitments made.
- E3.5 By submitting a Social Value indicator, the Applicant is committing to the delivery of this throughout the term of the Agreement and will be monitored against achievement of outcomes as part of the routine outcomes/contract monitoring process.
- E3.6 The Council recognises that measuring and delivering Social Value requires flexibility and a collaborative approach. Agreed Social Value commitments may require a certain amount of refinement as a result. A key requirement is the willingness of the successful Applicant to work openly and transparently with the Council, whilst bearing in mind that the overall value of Social Value commitments made must be delivered by the successful Applicant.

E4 Additional Information

- E4.1 Further information on the Council's approach to Social Value and resources to support you in your submission are available to bidders in Part 7 Social Value Requirement, Appendix F Do's and Don'ts for Social Value Bids, Appendix C The Torbay TOMs Framework.

F Scope and Nature of Possible Modifications or Options

F1 Permitted Changes

- F1.1 Changes to the Contract shall be made only where such a Change is
- (a) permitted by the Public Contracts Regulations 2015, Regulation 72(1)(b) to (f); or
 - (b) is in accordance with the permitted changes set out in the Change Control Schedule of the Contract; or
 - (c) is explicitly referred to in section F2 below.

F2 Potential Changes or Modifications

- F2.1 The Authority has identified the following specific changes or modifications, some or all of which may occur over the life of the Contract:
- (a) Changes to funding that may impact duration of the Contract term.
 - (b) The need to expand or add to the scope due to locally identified need/demand, and a clear need for alignment to this Contract.
 - (c) Where performance issues in relation to the successful provider, are raised.
 - (d) Where there are identified challenges to key partner engagement and reasonable and practicable changes can be made to support delivery.