

# **GWENT POLICE AUTHORITY**

**Date:** 31 July 2009

**Item No:** 6h

**Heading:** Provision of a Criminal Investigation Vehicle Recovery Service

**Report Author:** Chief Constable

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## **SUMMARY**

The purpose of this report is to seek approval to award contracts for the provision of Criminal Investigation Vehicle Recovery Services.

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## **RECOMMENDATION(S)**

1. The contracts are awarded under Gwent Police Authority's Standing Orders Part 2 Item 11.1(b) (Most Economically Advantageous Tender).
  2. The duration of the contracts shall be of two years commencing 1 September 2009 with an option to extend for a further two years to be reviewed annually.
  3. The contract is awarded to six contractors. The use of six contractors would provide suitable coverage throughout the Gwent geographical area and would allow for a greater resilience in service provision.
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## **BACKGROUND**

- 1.1 The current contract commenced on 1 September 2004 and will expire on 31 August 2009, there being no further provision for extension. There are five contractors on the present contract and the Authority's annual spend is £245,500, of which £68,000 is recovery, £106,000 storage and £71,500 for vehicle investigations and other associated costs. Where owners can be traced or where a Court makes an order, charges are paid by the individual and do not fall to the Authority.
- 1.2 The Authority has a statutory obligation to recover vehicles due to criminality. A full tendering process has been undertaken in accordance with the E.U. Consolidated Procurement Directive and following evaluation of the pre-qualification questionnaires seven companies were shortlisted and invited to tender. Prior to the tender return date one company declined the invitation to tender, six tenders were received and evaluated.
- 1.3 The tendering procedure was undertaken using Gwent Police Authority Standing Orders Part 2 Item 6 (normal tendering procedure).

## **PROPOSAL FOR CONSIDERATION BY COMMITTEE/CURRENT POSITION**

- 2.1 The evaluation panel consisted of; Vehicle Recovery Liaison Officer, Workshop Manager and Contracts Officer.
- 2.2 The evaluation criteria were 30% rates and charges, 30% specification of service provision, 40% split between site security visits and geographical location of premises.
- 2.3 Seven companies were invited to tender, six responses were received.
- 2.4 The results of the evaluation are shown in the table below:

<b>Tenderer</b>	<b>Sum of Tendered Charges (£'s)</b>	<b>Rates &amp; Charge (30%) Score</b>	<b>Specification of service provision. (30%) Score</b>	<b>Vehicle/ Site security visit (40%) Score</b>	<b>Total Score</b>
<b>A</b>	437	19.7	23.67	40	<b>83.37</b>
<b>B</b>	443	19.3	23.65	40	<b>82.95</b>
<b>C</b>	282	28.7	22.35	37	<b>88.05</b>
<b>D</b>	477	17.4	22.43	40	<b>79.83</b>
<b>E</b>	497	16.2	21.7	40	<b>77.9</b>
<b>F</b>	453	18.8	23.55	31.4	<b>73.75</b>

- 2.5 The tendered charges are not governed by statute and the variations evident represent the value of the commercial opportunities to the tenderers.
- 2.6 The charges shown for each tenderer are the sum of rates to be charged for the range of recovery services available, tenderer C being the lowest cost. Actual cost experiences for individual vehicles vary considerably, mainly due to the length of storage from case to case.

- 2.7 The total overall scores shown in the table indicate that each tenderer would be capable of providing the services required to the specification. Each tenderer achieved the minimum acceptable threshold of 50%.
- 2.8 The rationale for the use of six contractors is based on the situation where the Force may have ordered a vehicle recovery using its statutory powers and following the recovery decided it may have been involved in a crime. The vehicle would need to be retained as evidence. To have to move the vehicle again from a non-contracted operator to one under contract would place the retention of evidence in jeopardy and involve the Authority in additional removal charges.
- 2.9 The default contractor would be tenderer C for light vehicles followed in the event of unavailability by a rota call-out. The exception to this procedure would be the situation described in 2.8 above. Only tenderers A and C have capacity for heavy or specialist vehicles.

### **STAFFING/PERSONNEL IMPLICATIONS**

3. There are no staffing/personnel implications.

### **FINANCIAL IMPLICATIONS**

4. Adequate funds are available in the 2009/10 revenue budget.

### **CONSULTATION**

5. Consultation occurred with Dolmans Solicitors, for independent legal advice, Vehicle Recovery Department and Information Security Department. The independent vehicle and site engineers provided a written report.

### **PROJECT ASSESSMENT FOR EQUALITY AND DIVERSITY MATTERS**

6. This project/proposal has been considered against the general duty to promote equality, as stipulated under the Police Force's Equality Schemes, and has been assessed not to discriminate against any particular group.

### **RISK ASSESSMENT**

7. Without the adequate protection of evidence where vehicles may have been involved in criminal activity, otherwise successful prosecutions may be jeopardised.

### **STAYING AHEAD (2011 REVIEW)**

8. The report assumes that the need for a criminal investigation vehicle recovery service will continue in the future, irrespective of the outcome of the 2011 Review.

## **CONCLUSION**

9. The contract for the provision of a criminal investigation vehicle recovery service is awarded to the six tenderers to allow greater resilience and appropriate cover over the Force area.

## **CONTACT OFFICER**

10. Paula Corfield – Contracts Officer.

## **BACKGROUND PAPERS**

11. None.

## **APPENDICES**

12. None.