



Reference No: 45-2014

THE POLICE & CRIME COMMISSIONER FOR CLEVELAND

DECISION RECORD FORM

REQUEST:			
Approval for the award of the National Driver Offender Re-Training Scheme (NDORS)			
Title:			
National Driver Offender Re-Training Scheme (NDORS)			
Executive Summary:			
The Office of the ODPCC & the OCPCC have undertaken a joint procurement exercise in order to identify one supplier to provide the NDORS courses required for both across the counties of Cleveland, Durham and the Borough of Darlington. Full details of provided in the report attached to this decision record form.			
Decision:			
The PCC is asked to note the recommendations included in the attached report and approve the award of the contract to Supplier B, subject to successful vetting being cleared.			
Implications:			
Has consideration been taken of the following:	Yes	No	
Financial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Legal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equality & Diversity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Human Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sustainability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(If yes please provide further details below)			

Decision Required – Supporting Information

Financial Implications: (Must include comments of the PCC's CFO where the decision has financial implications)

The winning bid is estimating an annual return of £221,300 to be used for reinvestment and Casualty Reduction Schemes. This is in addition to the £35 returned per course that is expected to equate to around £400k per annum. The overall effect of this new contract is that more funding will be available to invest in Road Safety Initiatives but without increases in the price charged to those who under take the driver/rider education courses.

Legal Implications: (Must include comments of the Monitoring Officer where the decision has legal implication)

Terms and Conditions from both the OPCCD & OPCCC have been consolidated into one with the approval of both Heads of Legal Services.

Equality and Diversity Implications

The winning supplier has the ability to meet the needs of people attending courses such as accessible venues, manual/automatic/mobility vehicles, assistance with signers and translators.

Human Rights Implications

There are no Human Rights Act implications associated with the award of this contract.

Sustainability Implications

There are no sustainability implications associated with the award of this contract

Risk Management Implications

A separate Data Processing Agreement will be required to be agreed to coincide with the NDORS Contract. A site visit has been conducted by the OPCCD & OPCCC Information Security Officers as a due diligence stage to ensure any potential risks have been assessed prior to both Contracts being finalised.

OFFICER APPROVAL**Chief Executive**

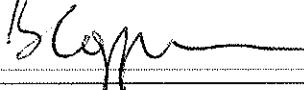
I have been consulted about the decision and confirm that financial, legal, and equalities advice has been taken into account. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner.

Signed: 

Date: 30/7/14

Police and Crime Commissioner:

The above request ~~HAS / DOES NOT HAVE~~ my approval.

Signed: 

Date: 30/7/14

Report of the Chief Constable to the Police and Crime Commissioner for Cleveland

Status: For Decision

Procurement Report for the Provision of a National Driver Offender Re-Training Scheme (NDORS)

1. Purpose

- 1.1 NDORS is offered to members of the public who would benefit from attending a driver/rider education course, following a Police intervention. The identified driver may be offered the opportunity to attend a course, often as a voluntary alternative to their offence being dealt with through the Criminal Justice System.
- 1.2 The Office of the Police & Crime Commissioner for Durham (OPCCD) and the Office of the Police & Crime Commissioner for Cleveland (OPCCC) have undertaken a joint procurement exercise in order to identify one supplier to provide the NDORS courses required by both Forces.
- 1.3 As a result of this procurement exercise, a single provider will hold the contract for both the OPCCD and the OPCCC.

2. Recommendations

- 2.1 That the Police and Crime Commissioner note the Procurement process used to appoint a supplier for both the OPCCD and the OPCCC.
- 2.2 The Police and Crime Commissioner accept the tender responses that fully met the relevant scoring and commercial criteria required.

3. Background

- 3.1 The Procurement exercise was led by ODPCC Procurement but was worked on collaboratively with OCPCC Procurement and the joint Special Operations Unit Contract Manager for NDORS.
- 3.2 An open procedure was used for the procurement, due to the reduced timescales available and the need to implement the contract in time for OCPCC's current contract expiry on 31st August 2014. In addition, it was believed that the market for suppliers was limited and therefore an open procedure would be most appropriate.

- 3.3 The estimated value of the contract exceeded the thresholds set by the Public Contracts Regulations 2006; therefore a full tender process was conducted to comply with EU Procurement Directives.
- 3.4 The Evaluation Team consisted of Cleveland Procurement, Cleveland Special Operations Unit Contract Manager for NDORS, and Central Ticket Office Managers for both Cleveland & Durham.
- 3.5 Five tenders were received in response to the invitation to tender. All were subject to the first stage of evaluation which would assess capacity to perform the contract and consisted of a number of pass/fail questions as well as some which were scored. The threshold in order to be considered for the second part of the evaluation was 15 marks (out of a possible 25) and a pass on all questions.
- 3.6 Of the 5 tenderers, 2 failed this evaluation and were discounted; 1 tenderer was excluded on the grounds of having failed to provide relevant references and to demonstrate capacity to deliver the contract; 1 tenderer was excluded for not providing financial documentation in reference to their ultimate parent company.
- 3.7 The remaining 3 tenders were evaluated as per the published criteria to identify the most economically advantageous tenderer.
- 3.8 Prior to notification of award, an informal challenge was received from Supplier E, one of the earlier disqualified suppliers. They argued that disqualification was unfair as they did not need to rely on a parent company.
- 3.9 Following advice from a Durham's Legal partners, Eversheds, it was felt that the OPCCD ITT did not provide the option to show whether a parent was to be relied upon and therefore the fairest solution would be to include Supplier E in the tender process, i.e. evaluate their quality submission.
- 3.10 Following a thorough and fair evaluation, Supplier B have been awarded the highest marks, scoring 59.4% for Quality (out of a possible 60%) and 40% (out of a possible 40%) on price.

4. Implications

- 4.1 Finance
Pricing was evaluated based on the amount available to be returned back to the ODPCC & OCPCC, as course prices are fixed.
- 4.2 The winning bid is estimating an annual return of £102,800 for OPCCD and £221,300 for OPCCC.
- 4.3 Over the lifetime of the contract this equates to £514,000 and £1,106,500 respectively. (Please note that these monies are returned to a specific budget code, at present held by the Special Operations Unit for the purposes of reinvestment and Casualty Reduction Schemes.)

- 4.4 Legal
Terms and Conditions from both the OPCCD & the OPCCC have been consolidated into one with the approval of both Heads of Legal Services.
- 4.5 Diversity & Equal Opportunities
The winning supplier has the ability to meet the needs of people attending courses such as accessible venues, manual/automatic/mobility vehicles, assistance with signers and translators.
- 4.6 Human Rights Act
There are no Human Rights implications associated with the award of this contract.
- 4.7 Sustainability
There are no sustainability implications associated with the award of this contract.
- 4.8 Risk
As this Contract involves the processing of Data, a separate Data Processing Agreement will be required to be agreed to coincide with the NDORS Contract. As such, a site visit has been conducted by the OPCCD and OPCCC Information Security Officers as part of due diligence to ensure any potential risks have been assessed prior to both Contracts being finalised.
- 4.9 Vetting has been completed as part of the Warwickshire Vetting Agreement, this is to be confirmed by the OCPCC Force Vetting Officer.

5. Conclusions

- 5.1 The evaluation has been conducted in a fair, comprehensive, thorough and transparent process.
- 5.2 The OPCCD and the OPCCC are working in collaboration for a joint Special Operations Unit and award to a single provider will cement this relationship resulting in improved management in the delivery of the NDORS courses.
- 5.3 The OPCCD and OPCCC Procurement Departments seek authorisation to award the contract to Supplier B, subject to successful vetting being cleared.
- 5.4 The contract period is for 3 years with the option to extend for a further 2 periods, each of 1 year; making a total of 5 years.

Jacqui Cheer
Chief Constable

Evaluation team:

Procurement Officer – Durham Police
Procurement Category Leader – Steria (on behalf of Cleveland Police)
Special Operations Unit Contract Manager for NDORS – Cleveland Police
Central Ticket Office Manager – Steria
Central Ticket Office Manager – Durham Police

