

MUNICIPAL YEAR 2013/2014 REPORT NO. **236**

MEETING TITLE AND DATE:
Cabinet 9 April 2014

REPORT OF:
Director - Regeneration &
Environment

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Agenda – Part: 1

Item: 13

Subject: CCTV Staffing Award of Contract

Wards: ALL

Key Decision No: KD3795

Cabinet Member consulted: Cllr. Christine Hamilton

1. EXECUTIVE SUMMARY

The CCTV Monitoring staffing contract was due to expire on 1 April 2014. However, a waiver has been agreed to extend the current contract for up to 3 months to enable the completion of the tendering process. This report seeks approval to award the new contract from July 2014.

2. RECOMMENDATIONS

2.1 For the reasons stated in this report, the Council now seeks the following:

2.1.1 Approve the award of the contract to “Contractor A” who is the successful tenderer, as detailed in the part 2 report.

2.1.2 To approve the commencement of the contract from July 2014 for a period of five years with an option to extend by a further period of up to two years.

2.1.3 To approve Contractor A’s tendered price detailed in the Part 2 report.

2.2 To note that the contract has been designed with sufficient capacity for growth. This will allow the Enfield Public Safety Centre (EPSC) to offer various other public safety, telecare or alarm and response security services both to the authority and to future external clients for income generation.

3. BACKGROUND

- 3.1 The existing CCTV monitoring staffing contract was procured for a three year period with a two year extension option. The council took up that extension and the current contract is due to expire on 1 April 2014. The monitoring arrangements predominantly, support the provision of 24 hour public safety cameras in the borough and are known to be effective in the prevention and detection of crime. Other current monitoring includes surveillance of traffic offences and building and personal safety alarms.
- 3.2 To meet procurement regulations this contract had to be re-tendered. A full two stage part B tender process was started in April 2013 and was approved by the Strategic Procurement Board to proceed to initial Pre-Qualification Questionnaire (PQQ) tender stage.
- 3.3 The security market was informed of the impending tender through industry inspectorates and use of the BSIA (British Security Industry Association) to which most companies belong.
- 3.4 From the PQQ evaluation those companies identified as suitable were invited to tender in the formal Invitation To Tender (ITT) phase. The details of the tender evaluation can be found in the Part 2 report.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The current CCTV monitoring staffing contract is due to expire on 1 April 2014 (this has been extended by three months via a waiver until the end of June 2014) and procurement and government regulations require the contract to be re-tendered.
- 4.2 An option to consider bringing the service in-house was rejected on the grounds it would not be economically viable and against the Leaner principles of the council.

5. REASONS FOR RECOMMENDATIONS

- 5.1 This contract has been evaluated and considered to cover all the requirements of the various services the EPSC delivers.
- 5.2 The contract has further been expanded in scope to allow future provision of other aspects of security and public safety work and has capacity for growth without the need for additional changes.
- 5.3 The successful bidder returned a compliant bid and scored highly on the quality assessment process.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

6.1 Financial Implications

Please see Part 2 Report

6.2 Legal Implications

- 6.2.1 Section 163 of the Criminal Justice and Public Order Act 1994 permits the use of CCTV in a local authority area for the prevention of crime.
- 6.2.2 Section 17 of the Crime and Disorder Act 1998 requires local authorities and the Police to mainstream community safety throughout the way they plan and deliver services. This applies to Council and Police use of CCTV.
- 6.2.3 The Council is a relevant authority under Section 33(5) of the Protection of Freedom Act 2012, and therefore must have regard to the Surveillance Camera Code of Practice when exercising any functions to which the code relates, which includes the operation of CCTV. In addition the Information Commissioner has published a CCTV Code of Practice which provides good practice guidance in relation to the Council meeting its statutory obligations under applicable legislation, which includes the Data Protection Act 1998 and the Regulation of Investigatory Powers Act 2000 (RIPA 2000). Covert directed surveillance will only be conducted if formal authorisation is provided in accordance with RIPA 2000.
- 6.2.4 The procurement of the CCTV monitoring staffing contract was conducted in accordance with the Council's Constitution, in particular the Contract Procedure Rules. Throughout the procurement process the Council ensured compliance with the EU treaty principles of transparency, proportionality, equality and non-discrimination.
- 6.2.5 Furthermore, the Council must ensure compliance with Best Value in accordance with the Local Government Act 1999.
- 6.2.6 The resultant contract must be in a form approved by the Assistant Director of Legal Services.

6.3 Property Implications

- 6.3.1 The Property Procedure Rules are not applicable in this transaction and the Corporate Procurement Rules will cover the granting of this contract.
- 6.3.2 The contract terms should ensure the occupation by the contractor and the contractor's use of the EPSC is strictly for the period of the contract. No rights under the Landlord and Tenant Act 1954 Security of Tenure Provisions should be granted, which would give rise to prolonged occupation of the EPSC after the contract's expiry.
- 6.3.3 Please ensure that Property Services are consulted on the terms of the contract in the draft form so that the property occupation matters can be check prior to granting of the new contract.

7. KEY RISKS

- 7.1 This contract will permit continued CCTV public safety services and CCTV enforcement services to help detect crime and improve traffic flow and enforce public highway contraventions within Enfield.
- 7.2 If this contract was not approved then the impact on public safety and also the income stream from CCTV parking enforcement may jeopardise current community safety and other projects of the council.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

The EPSC delivers services to keep all residents and visitors to Enfield safe.

8.2 Growth and Sustainability

- 8.2.1 The existing control room is modern and equipment replacements every five to seven years ensure equipment and energy savings are occurring due to more modern energy efficient equipment being installed.
- 8.2.2 This contract is designed with the capacity to enable the consolidation of various security and safety monitoring services under a central contract that may offer further efficiencies and savings.
- 8.2.3 This contract is also designed to enable potential growth in service provision of the EPSC to aid in income generation.

8.3 Strong Communities

- 8.3.1 The provision of CCTV monitoring, building alarm and lone worker services under this contract will continue the EPSC services that are used to help crime reduction and other priorities in the Community Safety Partnership (CSP).
- 8.3.2 The EPSC is a front line operational partner with the Metropolitan Police in measures such as operational resourcing of incident and management, Automated Number Plate Reading (ANPR) and evidence production post event that help detect and reduce crime and Anti-Social Behaviour and also assist in providing protection and reassurance to vulnerable members of the public.

9. EQUALITIES IMPACT IMPLICATIONS

There is an obligation in the contract for the contractor to comply with the Council's relevant policies and codes of practice in relation to employment and equal opportunities. However, it is neither relevant nor proportionate to undertake an equality impact assessment / analysis purely for the award of the contract.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 This contract specification has a comprehensive performance management and Key Performance Indicators (KPI) and benchmarking criteria set to ensure not only compliance with standards set but also to obtain and show continuous improvement throughout the life of the contract.
- 10.2 This contract also specifies that the contractor shall ensure the EPSC and its services it will deliver and will obtain all British and other industry standards of operation in all areas of services it will provide.

11. HEALTH AND SAFETY IMPLICATIONS

Health and safety policies of all bidders were considered during the tender process. In addition, there were no direct health impacts on services from this contract.

12. PUBLIC HEALTH IMPLICATIONS

This contract is able to not only supply public CCTV monitoring and CCTV parking enforcement services but also other public safety services such as alarm and lone worker monitoring, key holding, security mobile patrolling and response to incidents and telecare etc. All of which improve the health and safety of individuals, businesses and LBE employees.

Background Papers

None.