

# 1. Procurement Overview

## 1.1 Background

- 1.1.1 In these Contract Standing Orders, the Contracting Authority refers to Cambridgeshire and Peterborough Fire Authority.
- 1.1.2 The purpose of these Contract Standing Orders is to provide a structure within which commercial decisions are made and implemented and which ensure that the Cambridgeshire and Peterborough Fire Authority:
  - Meets its legal obligations under procurement law
  - Delivers against Service Objectives
  - Uses resources efficiently and effectively
  - Procures fit for purpose goods, services and works
  - Safeguards its reputation from any implication / perception of dishonesty or corruption
  - Ensures commercial decisions are fair, equitable and transparent for the taxpayer
  - Improves the economic, social and environmental wellbeing of the tax-payers of Cambridgeshire and Peterborough.
- 1.1.3 These Standing Orders set out how the Contracting Authority will contract its various requirements and how suppliers wishing to work for the Contracting Authority can access those opportunities.
- 1.1.4 Public sector procurement is the process of acquiring goods, services and works as needed to deliver our services.
- 1.1.5 Depending on the nature of the procurement, the value, and any specific social interests that the contract may attract, the procurement process must be designed to facilitate competition, optimise quality, and deliver value for money across the whole life cycle of the contract.
- 1.1.6 To ensure delivery of the above, all procurements must be carried out within a specific legal framework and based on principles of equal treatment, transparency, and non-discrimination.

## 1.2 Governing Legislation

- 1.2.1 The Local Government Act 1972 section 135 requires public bodies to have Standing Orders for how they enter into contracts. These Contract Standing Orders set out how the Contracting Authority will deliver against this obligation.
- 1.2.2 All Procurements for Contracts, by Contracting Authority staff (including where managed by an external organisation or public body on the Contracting Authority's behalf), must comply with these Contract Standing Orders, the Contracting Authority's Financial Regulations, Applicable Public Procurement Legislation and all other relevant UK legislation.

- 1.2.3 Where there is a discrepancy between these Standing Orders and the Applicable Public Procurement Legislation, officers are to comply with the legislation.
- 1.2.4 Where there is a conflict between the Applicable Public Procurement Legislation and any other relevant legislation (as identified during procurement planning) the Monitoring Officer must be consulted to carry out a legal, project risk assessment.
- 1.2.5 The Contracting Authority will comply with Procurement Policy Notes (PPNs) and the National Policy Procurement Statement (NPPS).
- 1.2.6 Non-compliance with any of these Standing Orders may constitute grounds for disciplinary action.

## 1.3 Application of the Standing Orders (Regulated Procurements)

1.3.1 These Contract Standing Orders govern:

- (a) any contract for the supply of goods, services or works, (not exempt/excluded under 1.4 below) (for pecuniary interest) regardless of value
- (b) using Frameworks or Dynamic Purchasing Systems, or Dynamic Markets
- (c) collaborative procurements
- (d) consultancy requirements
- (e) equipment hires or lease through rental agreements; and
- (f) disposal of assets.

## 1.4 Excluded/Exempted Contracts (Not Regulated)

- 1.4.1 These Standing Orders do not apply to contracts that are classified as excluded/exempted, as defined by the Applicable Public Procurement Legislation, including but not limited to:
  - (a) Contracting Authority to Contracting Authority (Subsidiary) arrangements, subject to approval by the Monitoring Officer, e.g. two Authorities acting jointly as if one:-
    - (i) Vertical - The Contracting Authority exercises a parent or similar control or joint control with other Contracting Authorities on the entity as it does with its own departments, the entity carries out more than 80% of its activities for the controlling Contracting Authorities and there is no private sector money in the entity.
    - (ii) Horizontal - Contracting Authority to Contracting Authority cooperation to achieve objectives which the Contracting Authorities have in common, through an arrangement that is solely for the public interest, and no more than 20% of the activities envisaged by the arrangement are intended to be carried out for reasons other than for the purposes of their public functions.
  - (b) Subject matter exemptions:
    - (i) Certain types of legal advice, e.g. relating to judicial proceedings and/or dispute resolution

- (ii) Certain types of financial advice, e.g. funding or financing arrangements, investment services
- (iii) Employment contracts
- (iv) Purchases made at public auction or of goods sold due to insolvency
- (v) Land contracts (including leases, licences, and transfers)
- (vi) Grants of money, these cannot be contracts as there is no consideration and they are not services required to be delivered by the Authority

1.4.2 Any other arrangements excluded by the Applicable Public Procurement Legislation.

## 1.5 Procurement Objectives

- 1.5.1 Procurement aims and objectives cover not only those objectives set out in the Applicable Public Procurement Legislation, but also those set out in the NPPS and the Contracting Authority's own Commercial Strategy; these objectives should be used to determine the contract specific outcomes to be achieved by a specific procurement during the planning process.
- 1.5.2 These objectives may include, but not be limited to, all or any of the following and their inclusion should be informed by and tailored to the subject matter of the contract (legal, technical and commercial requirements).
  - (a) Delivering Value for Money
  - (b) Maximising public benefit (such as delivering Social Value)
  - (c) Sharing Information
  - (d) Equal Treatment (non-discrimination), unless justified.
  - (e) Removing Barriers for Small and Medium Enterprises (SMEs)
  - (f) Acting (and being seen to act with) integrity and accountability
  - (g) Fair and transparent (effective) competition

## 1.6 Roles & Responsibilities

### Commercial Team

- 1.6.1 The Head of Commercial is responsible for all procurement processes and compliance, including; ownership of the Procurement Planning Documents and related approvals, procurement option appraisals and process design, procurement training, procurement process management (including responsibilities for all notices up to the publication of the Contract Details Notice and relevant contract management and modification notices, ownership of the e-tendering portal, ownership and provision of all procurement templates (including Contracting Authority's standard form contracts), completion/approval of procurement template and reports, and oversight of all activities relating to waivers, contract modifications or termination.

1.6.2 The Commercial Team will:

- Ensure any conflict (or potential conflict) of interest is declared, recorded and managed from the outset
- Ensure there is adequate budget to undertake the proposed procurement or commercial activity
- Ensure that adequate funding is in place for the whole life cost where this can be reasonably assessed
- Where appropriate prepare a business case for consideration/approval
- Ensure appropriate documentation is produced to support commercial activity
- Ensure all activities undertaken are compliant with these Contract Standing Orders
- Support the drafting the tender specifications and requirements and where appropriate contract terms and conditions
- Contribute to development of the procurement plans and risk assessments
- Be involved throughout the life cycle of the procurement plan, selection and award phase stage, implementation/onboarding, review and ongoing supplier and contract management
- Provide technical expertise and input to tender evaluation fairly and transparently
- Prepare the technical recommendation in any tender assessment report providing evidence if necessary
- Create and approve purchase orders in a timely manner in the Authority's finance system
- Be part of a national community which works together to promote collaborative opportunities where it makes commercial sense to do so in the public sector
- Support the local economy and SME's by procuring below threshold procurements locally where possible
- Ensure contractual obligations are being achieved and work with contractors to seek out continuous improvement opportunities and value for money by managing supplier relationships and the quality of contract provision.

### **The Contract Manager**

The Head of Service or relevant Budget Holder acting as Contract Manager is responsible for:

- Ensuring there is adequate budget to undertake the proposed procurement or commercial activity
- Ensuring that adequate funding is in place for the whole life cost where this can be reasonably assessed
- Where appropriate prepare a business case for consideration/approval
- Identifying requirements and communicating their needs to the Commercial Team

- Ensuring appropriate documentation is produced to support commercial activity, as required (eg request to procure, and where appropriate a project plan, risk register, terms of reference, decision logs, specific evaluation criteria, business case, waiver request)
- Ensuring all activities undertaken by them are compliant with this Order
- Adequately defining user requirements, identifying minimum standards and desirable elements
- Ensuring compliance with relevant legal obligations relating to the goods, services or works to be procured for example but not limited to, environmental / health and safety, sustainability, social value, transparency, data protection
- Supporting the drafting the tender specifications and requirements and where appropriate contract terms and conditions
- Contributing to development of the high-level procurement plans and risk assessments
- Managing the life cycle of the contract through all its phases
- Providing technical expertise and input to tender evaluation fairly and transparently
- Prepare the technical recommendation in any tender assessment report providing evidence if necessary
- Creating and approving orders in a timely manner in the Authority's finance system
- Not dealing directly with bidders or potential bidders before or during the procurement process without the full involvement of and/or approval by the Category Manager or Head of Commercial and ensure that notes of all discussions are taken for transparency requirements.

### **The Section 151 Officer**

The Section 151 Officer is responsible for making the necessary arrangements for financial and management controls under Section 151 of the Local Government Act 1972.

### **Monitoring Officer**

The Monitoring Officer is responsible for all legal decisions and activities.

## **1.7 Separation of Duties**

- 1.7.1 As part of the commitment to transparency, accountability, and service integrity, an individual that conducts a procurement, raises a purchase order, or requests a waiver cannot also approve one.
- 1.7.2 All requests and approval/awards therefore should be raised by one individual and approved by a different individual.

## 1.8 Conflicts of Interest

- 1.8.1 Public Procurement Legislation, as part of ensuring that all processes are managed fairly and with integrity, requires all officers and suppliers involved in any stage of the contract life cycle to both identify/disclose and mitigate any perceived, potential and/or actual conflicts of interest.
- 1.8.2 Compliance with this requirement will include carrying out a conflict-of-interest assessment whenever anyone new becomes involved in the procurement, approval process and/or contract management.
- 1.8.3 All conflict-of-interest assessments must be recorded on a Conflicts of Interest Register and kept under review during the whole life cycle of the contract. The assessment must also include details of any mitigations taken/to be undertaken to mitigate potentially unfair outcomes, e.g. use of ethical wall agreements or use of alternative evaluators.
- 1.8.4 The Head of Commercial will own the Register.

## 1.9 Commercial Strategy

- 1.9.1 The Contracting Authority will maintain a Commercial Strategy that sets out the objectives of the Authority and principles for designing and delivering procurement.
- 1.9.2 Officers are required to align their procurements to this Strategy, with guidance available from the Head of Commercial.
- 1.9.3 The Commercial Strategy will demonstrate a commitment to delivering social value through its procurements, this being in consideration of the Public Sector (Social Value) Act 2012 and associated Procurement Policy Notes relating to delivering social value.
- 1.9.4 The Contracting Authority's commitments relate, where possible, to creating opportunities to support the local economy, local jobs, training opportunities, as well as ensuring the wellbeing of both the staff and the communities in which we work.
- 1.9.5 The Contracting Authority is committed to making contracting opportunities accessible to all interested suppliers; and where appropriate (and not disproportionate to do so) remove barriers to SMEs participating in the procurement.
- 1.9.6 Officers, when designing a procurement, must consider the use of lots, encouraging consortia bids, structuring the documents to be SME friendly, and setting financial participation thresholds to the minimum needed to manage performance risk/failure.

## 1.10 Partnership Arrangements

- 1.10.1 When the Contracting Authority enters into an arrangement with partner Contracting Authorities for the purchase of goods or services the relevant Head of Service must liaise with the Head of Commercial before commencing a new procurement for similar/ additional requirements to ensure that those arrangements are not breached or cause relationship problems across the Contracting Authorities partners.

## 1.11 Excluding Suppliers & Subcontractors

- 1.11.1 The Contracting Authority may exclude suppliers where they or one of their proposed subcontractors have exhibited behaviours that are unacceptable to the Contracting Authority.
- 1.11.2 Details of when and for what (mandatory and discretionary grounds) a supplier may/must be excluded is contained in the Applicable Public Procurement Legislation.

## 1.12 Identifying Opportunities

- 1.12.1 All advertised procurements must be advertised initially on the Central Digital Platform in line with Applicable Public Procurement Legislation. They will also be advertised on and managed through the Contracting Authority's e-tendering Portal.
- 1.12.2 Suppliers wishing to bid for Contracting Authority contracts should register on both the Central Digital Platform and the referenced e-tendering portal namely Delta e-sourcing [www.delta-esourcing.com](http://www.delta-esourcing.com)

## 1.13 Contracts Register

- 1.13.1 All current contracts are included on the Contracting Authority's online Contract Register. This includes details of current suppliers, contract values, and the current contract expiry dates along with details of any options to extend.
- 1.13.2 The online Contract Register is to be updated with details of new contracts.

## 2. Procurement Planning, Design, Timings and Documentation

### 2.1 Overview

- 2.1.1 The activities detailed in this section apply where the spend is not exempted from these Standing Orders under Section 1.4 above.
- 2.1.2 No procurement over £25k (excluding VAT) may proceed without the completion of the Request to Procure Form [Request to Procure.docx](http://Request to Procure.docx)

### 2.2 Contract Types and Regimes

- 2.2.1 The types of procurement covered by these Standing orders are set out below.
- 2.2.2 Goods (supplies or products), Services (labour, consultants, or technical resources); or Works (Construction Projects).
- 2.2.3 Regimes - Utilities (gas, electricity, water); Light Touch (legal services); Concession (supplier risk/ paid by service users), Exempt/Excluded contracts

### 2.3 Contract Durations

- 2.3.1 Before a procurement process can be designed/commenced, Officers need to decide both the initial and maximum contract durations (including any optional extension) and what might be the justification to apply those extensions.

2.3.2 Depending on the value and nature of the contract being procured, the duration may be limited by the Applicable Public Procurement Legislation. Officers must check with Head of Commercial before finalising the decision.

## 2.4 Estimating Contract Values

2.4.1 The estimated contract value must include all monies that could be paid over the maximum life span of the contract (or Framework/ Dynamic Market), to the successful tenderer(s) including all planned and potential costs, additional requirements, fees/commissions, contract extensions and/or participation costs plus any contingencies, whether funded by the authority, other grants or paid by service users. The total must also include VAT.

2.4.2 This value must not be artificially inflated or disaggregated as it will feed into various decisions, including route to market, and assessing whether a supplier has the capacity to deliver the contract.

## 2.5 Duty to Consider Lots

2.5.1 When considering the above, Officers must consider the use of lots and the potential benefit of working with (local) SMEs (e.g., reduce overhead costs, local knowledge, public benefit) with the opportunity to achieve economy of scale discounts, manage market uncertainty, and the potential contract management benefits of appointing a single supplier.

## 2.6 Thresholds

2.6.1 Procurement Thresholds are determined by category and sector (regime); they determine which routes to market are available and what rules must be followed.

2.6.2 The Thresholds come from the Applicable Public Procurement Legislation (and updated by Procurement Policy Notes) and are based on the Government Procurement Agreement (GPA); these values are updated every other year.

2.6.3 The rules and available routes to market are determined by whether the estimated contract value is deemed to be 'Above Threshold' (Covered Procurements/ Public Contracts) or 'Below Threshold.'

2.6.4 Below threshold: contracts with a total value of up to £207,720 (inclusive of VAT)  
Above threshold: contracts with a total value of above £207,720 (inclusive of VAT)

2.6.4 The following table sets out possible routes to market based on the estimated value of the contract (which, for Above Threshold Procurements, includes VAT).

Authorisation level	Value [excluding vat]	Requirements	Direct Award Request
Budget holder  Contract signed by Head of Group	<b>Up to £10k</b>	Contract can be directly awarded to a suitable supplier, where value for money can be demonstrated.	Not applicable
Budget holder  Contract signed by Director	<b>£10k to £25k</b>	Minimum of 3 quotes to be sought.  Commercial Team to be notified	Required if a minimum of 3 quotes are not received.  Commercial Team to review and make recommendations whether to approve or reject.  Head of Finance to approve  Annual reporting to Fire Authority.
Authorisation to procure by Head of Group  Contract signed by Director or sealed by Monitoring Officer	<b>Supplies and Services £25k to £75k</b> E.g. Software licensing and support contracts  <b>Works £25k - £100K</b> Construction e.g. Minor building works.	Submit "Request to Procure" to Commercial Team in good time prior to contract start date  Commercial Team to advise on the best route to market and review supplier terms and conditions.	Required if procurement route is not followed.  Commercial Team review and recommend approval or refusal.  S.151 Officer to approve.  Reported to next available Fire Authority and cumulative annual reporting
Authorisation to procure by Director and s151 Officer in consultation with Commercial Team  Contract signed by Director or sealed by Monitoring Officer	Supplies & Services <b>£75k to £207,720 inc. VAT</b> E.g. Software licensing and support contracts  <b>Works £100k - (£5,193,000 inc. VAT)</b> Construction	Submit "Request to Procure" form to Commercial Team at least 6 months before the contract start date.  Commercial Team to advise on best route to market.	Required if procurement route is not followed.  Commercial Team review and recommend approval or refusal.

	e.g. Refurbishment of a Fire Station.  Light Touch Contracts <b>£75k</b> <b>£663,540k incl VAT.</b> service paying for an individual's legal or private medical fees.		S.151 Officer to approve.  Reported to next available Fire Authority and cumulative annual reporting
Approval by Director and s151 Officer in consultation with Head of Commercial	Supplies & Services above <b>£207,720 inc. VAT</b> E.g. Software licensing and support contracts	Full competitive process required  Liaise with Commercial Team at least 12 months before contract start date and submit "Request to Procure".	<b>Permission to Direct Award will not be granted unless there are exceptional circumstances.</b>  The Commercial Team review and recommend approval or refusal and add details of appropriate next steps.

2.6.5 Regardless of the minimum obligations, Officers may choose (or may be instructed by the Head of Commercial) to conduct a procedure in line with a higher level.

2.6.6 The Head of Commercial may also mandate such a process where the estimated contract value is very close to the relevant Threshold, or the contract is high profile/of public interest, or where it is a condition of the funding that a specific process must be applied.

## 2.7 Direct Awards

2.7.1 Where an Officer seeks to deviate from the requirements of this document a waiver must be sought from the Commercial Team, by completing the Direct Award form [add link].

2.7.2 Competitive quotes or tenders are not required where any of the following apply:

- effective competition is prevented due to government control

- b) the supply or service is unique to a single supplier such as proprietary or patented goods or is deemed necessary due to the requirements of operational alignment and there is no satisfactory alternative
- c) the service or works are of a specialist nature and can only be carried out by one supplier
- d) the emergency requirements are brought about by events that could not have reasonably been foreseen
- e) if the goods or services are not procured there is a risk of danger to life or property or a major impact on the Authority or the public
- f) the market is such that effective competition does not exist, and it can clearly be demonstrated that the proposed award represents best value for the Authority.

2.7.3 A Direct Award must have the approvals as set out in the table at 2.6.4 above.

## 2.8 Pre-market Engagement

- 2.8.1 Officers should consider running a Pre-market Engagement with potential suppliers. Such events should be used where a contract has been assessed as high value, high profile, complex or specialist in nature, the market is saturated, made up of SMEs, or is suitable for a consortia delivery model; or as otherwise directed by the Head of Commercial. The decision and reasons will be recorded.
- 2.8.2 Where a Pre-market Event is to be used, it must be advertised using an appropriate notice, and the Contracting Authority must take reasonable steps to ensure that participants at the event do not have an unfair advantage in the subsequent procurement; this to be achieved by undertaking a Conflict-of-Interest Assessment and documented in the Tender Record.
- 2.8.3 All information shared before, during or after a Preliminary Market Engagement Event must also be included within the subsequent associated Tender Documents.

## 2.9 Routes to Market

- 2.9.1 The minimum process/route to market is determined by the category and value.
- 2.9.2 Where using a framework Officers must comply with the framework rules.

## 2.10 Legal Considerations

### 2.10.1 Contracts

- (a) All contracts must be completed either in hardcopy or electronically before contract commencement.
- (b) The contract may be a standard form, an amended standard form, a bespoke/ project specific contract, or a set of Heads of Terms; and these may be provided either in a finalised or draft form (depending on the route to market being used).
- (c) The Head of Commercial, taking advice from the Monitoring Officer where required, is responsible for determining the appropriate form of contract.
- (d) The agreed form of contract must be made available to suppliers as part of the associated tender documents before they are required to submit a price/tender.

## 2.11 Bonds & Guarantees

- 2.11.1 The Head of Commercial, taking advice from the Monitoring Officer and the Head of Finance, will consider the appropriateness of requesting a Performance Bond and/or a Parent Company Guarantee where there are concerns about the financial performance of the tenderer.
- 2.11.2 Where a bond or guarantee is deemed necessary this should be in a form acceptable to the Contracting Authority.

## 2.12 Procurement Pipeline

- 2.12.1 Officers will also need to plan for and include time to comply with the Contracting Authority's approvals and reporting requirements, this being particularly significant where a procurement is of strategic importance
- 2.12.2 Officers should work with the Head of Commercial to create a procurement pipeline against which resource requirements can be managed.

# 3. Procurement Documentation

## 3.1 Overview

- 3.1.1 The procurement documentation required will depend on the selected route to market as well as the stages and the activities to be completed.

## 3.2 Notices

- 3.2.1 The publication of various notices is a legal requirement both to create effective competition and ensure transparency in the spending of public funds. The most commonly used notices are detailed below.

### Plan Stage

- Pipeline Notice
- Planned Procurement notice
- Pre Market Engagement Notice

### Procurement Stage

- Tender Notice
- Transparency Notice (if applicable)
- Below Threshold Tender Notice (if applicable)
- Tender Modification Notice (if applicable)

### Award Stage

- Contract Award Notice or Contract Details Notice
- Procurement Termination Notice
- Below Threshold Contract Details Notice

### Contract Implementation

- Contract Performance Notice/ KPI (if applicable)
- Contract Change Notice
- Payment Compliance Notice

- Contract Payment Notice

#### End of Contract

- Contract Termination Notice

### 3.4 Due Diligence

3.4.1 It is essential that the Contracting Authority only appoint suppliers to deliver public sector contracts that are deemed suitable (meet the legal, ethical, and social standards) as set out in the Applicable Public Procurement Legislation.

3.4.2 Equally, it is important to check that they have the capability, capacity, and experience needed to deliver the specific technical requirements and this must be checked regardless of the value of the contract.

### 3.5 Award Criteria

3.5.1 Officers are required to design and effectively communicate the evaluation/assessment methodology that will be applied to the tender responses submitted by suppliers.

3.5.2 This must include detailing whether the assessment methodology will be based on lowest price, price per quality point or a price to quality ratio. In each case, the following will apply:

(a) For quality and social value - the detailed questions include specific response guidance, the scoring methodology/matrix, and the importance/ weighting to be applied to each question.

3.5.3 Once the Tender Notice has been published, this Award Criteria cannot be amended unless specifically allowed for in the Tender Notice or the amendment is not substantial, and the change is implemented before the last chance to submit tenders as per the Applicable Public Procurement Legislation.

### 3.6 Form of Tender

3.6.1 All Suppliers will be required to sign a disclaimer when submitting their tender, specifically relating to their conduct during the procurement process, their adherence to the conditions of tendering, the acceptance of the contract terms and their agreement to hold their price open for a specific amount of time.

### 3.7 Document Format

3.7.1 All documentation and communication will be issued and returned electronically.

## 4. Procurement Process & Contract Management

### 4.1 Procurement Launch

4.1.1 The Contracting Authority is required to publish a full set of procurement documents when it publishes the Tender Notice.

4.1.2 Suppliers can access these opportunities on the Central Digital Platform and the Procurement Portal.

## 4.2 Process Management

- 4.2.1 All competitive procedures must be managed through the Contracting Authority's e-tendering Portal, including all of the following activities.
- 4.2.2 Communication with Suppliers should be, as far as practicable, via electronic means, e.g. the e-tendering portal.
- 4.2.3 The Contracting Authority reserves the right to clarify any omissions, ambiguities, or errors as part of its procurement procedure.
- 4.2.4 All clarifications (by suppliers and the Contracting Authority) must be raised and managed through the e-tendering portal.
- 4.2.5 Where a supplier asks a question, the questions and responses must be shared with all suppliers; an exception being where the supplier specifies that the question is commercially sensitive, and the Contracting Authority accepts this.
- 4.2.6 Where, as part of the evaluation process, the Contracting Authority identifies something that appears erroneous, needs to be clarified or was omitted, this must also be raised through the e-tendering portal.
- 4.2.7 A record of all clarifications must be maintained.

## 4.3 Evaluation Process

- 4.3.1 The Contracting Authority will identify a team of suitably qualified and experienced persons as subject matter experts to carry out individual evaluations. All evaluators will then be required to attend a moderation session.
- 4.3.2 At the appropriate points in the procurement, the Contracting Authority must check the supplier's (and their supply chain's) suitability to deliver the contract. Where a supplier is assessed as Excluded or Excludable (mandatory or discretionary exclusion grounds) the supplier will/may not be permitted to continue within the process.
- 4.3.4 The Contracting Authority may, through evaluation, limit the number of suppliers to invite through to the next round.
- 4.3.5 At Award Stage, in all covered procurements, the quality evaluation will be carried out by members of the panel independently of each other before coming together for moderation. Price evaluation will be carried out by the Finance Team.
- 4.3.6 The Contracting Authority has the right to seek clarification on the submissions as part of the evaluation process. Where this is done, all suppliers will be treated equally.

## 4.4 Negotiations

- 4.4.1 Negotiations will only be permitted where this is expressly stated in the procurement documentation, and this will be carried out in compliance with the stated process.
- 4.4.2 If a supplier attempts to negotiate a contract post award, where this is not permitted, the Contracting Authority may disregard the supplier and award the contract to the next ranked compliant supplier.

## 4.5 Preferred Supplier Identification and Assurance

- 4.5.1 Once a preferred supplier has been identified, the supplier suitability checks referenced above must be refreshed to ensure that they are still a suitable (not excluded) supplier.

## 4.6 Award Decisions and Approvals

- 4.6.1 Throughout the life of the procurement, all decisions must be documented, including the recommendation to award. This includes where a Direct Award is made.

## 4.7 Supplier Notifications

- 4.7.1 Once the recommendation is approved, and before the Contract Award Notice is published, the Contracting Authority will collate and provide Assessment Summaries. These must include the scores and the reason for those scores, for each of the award criteria, in consideration of the assessment methodology as set out in the procurement/associated tender documents. Unsuccessful suppliers must also be provided with the same information relating to the successful supplier.

## 4.8 Standstill Period & Contract Notices

- 4.8.1 For all Above Threshold/ Covered Procurements, the Authority must apply a standstill period before entering into the contract (excluding Utilities, Light Touch or contracts awarded under a Framework, in which cases a standstill period is optional).
- 4.8.2 A Contract Award Notice must be published which starts the Standstill Period.
- 4.8.3 Additionally, where required, the Contracting Authority may be required to publish a Contract Details Notice within 30 days of entering into the contract or for contracts valued over £5m a copy of the contract along with a minimum of three KPI's.
- 4.8.4 Any contracts which are commercially sensitive may have information redacted or excluded from publication.

## 4.9 Contract Execution

- 4.9.1 All contracts must be signed or executed.
- 4.9.2 A record of the contract and a copy of all executed contracts must be added to the Contract Register (with physical copies of contracts executed as a deed stored securely).
- 4.9.3 Works – must be executed as a deed, regardless of value.

# 5. Contract Management

## 5.1 Overview

- 5.1.1 Contracts must be managed in accordance with Applicable Public Procurement Legislation.

## 5.2 Performance Management

- 5.2.1 The Contract Manager with support from the Commercial Team will set up a series of meetings to kick off, administer and manage delivery of the contract.

## 5.3 Contract Modifications

- 5.3.1 All modifications must be managed in accordance with the contract and in compliance of what is permitted under the Applicable Public Procurement Legislation.

## 5.4 Termination

- 5.4.1 In the event that any performance requirements are not being met, the Contracting Authority may terminate the contract in accordance with the stated contract clauses. Where required, this to be reported in accordance with Applicable Public Procurement Legislation.

# 6. Other Procurement Considerations

## 6.1 Collaborative Procurements

- 6.1.1 Where the Contracting Authority is required under its own powers or at the request of a partner authority to procure on its behalf, those procurements must comply with Applicable Public Procurement Legislation and other relevant legislation more generally.
- 6.1.2 Each Contracting Authority must comply with its own Standing Orders with regards to financial, procurement and delegated authority requirements and its own scheme of delegation for contract signing.
- 6.1.3 The Policing and Crime Act 2017 places a duty on police, fire and emergency ambulance services to seek opportunities to collaborate where it is efficient or effective to do so.
- 6.1.4 The Commercial Team will review all new procurement requirements, ensuring that all opportunities to collaborate with partner organisations are exploited where they offer benefits to the Authority and collaborate with partners to develop new joint contracts.

## 6.2 Purchase Cards

- 6.2.1 The Contracting Authority operates a purchase card facility; these are used where it is not efficient to add a supplier to the finance system. Purchase cards may not be used as a means to disaggregate or bypass these Standing Orders.

## 6.3 Community Right of Challenge

- 6.3.1 Section 81 of the Localism Act 2011 permits relevant bodies to submit expressions of interest to provide Authority services.

## 6.4 Disposal of Goods & Assets

- 6.4.1 Where the Contracting Authority has goods or assets that are no-longer required these are to be disposed of in accordance with the Contracting Authority's Financial Regulations.

## 7. GLOSSARY

**Approved Dynamic Market** A Dynamic Market approved for use by the Commercial Team

**Approved Framework** A Framework (including Open Frameworks) approved for use by the Commercial Team

**Assessment Award Criteria/ Assessment Methodology** Criteria set in accordance with section 23 of the Procurement Act 2023 against which Tenders may be assessed for the purpose of awarding a Public Contract. These criteria must:

- relate to the subject-matter of the Contract,
- be sufficiently clear, measurable, and specific,
- not break the rules on technical specifications in section 56, and
- be a proportionate means of assessing Tenders, having regard to the nature, complexity, and cost of the Contract. Where there are several criteria, their weighting or relative importance must be stated. Officers are also required to describe how the Tenders will be assessed (a scoring matrix), and the document must state whether failing to meet a specific score could amount to a Supplier being excluded from the procurement.

**Best Value** The Best Value Duty relates to the statutory requirement for a local authority as defined in Part 1 of the Local Government Act 1999 to “make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness”.

**Breach of Contract** Failure to meet any of the conditions of the Contract.

**Capital Expenditure** - Expenditure involving the acquisition or enhancement of fixed assets with a long-term value to the Authority, such as land, buildings, and major items of plant, equipment, or vehicles.

**Capital Programme** The programme of Capital expenditure agreed by Fire Authority.

**Central Digital Platform (CDP)** The Central Digital Platform will be where all UK Contracting Authorities publish information relating to procurement. It is also the place where identifiers are recorded and/or issued and for suppliers to input their commonly used information.

**Closed Framework** A framework that opens for competition, one or more bidders are appointed and then the framework is closed for any new submissions for a period of time.

**Competitive Flexible Procedure** This is a multi-staged procurement which can include: a discrete Conditions Of Participation stage, limiting Suppliers (following the SQ or other assessments), one or more Tender rounds (and intermediate assessments), refinement of the Award Criteria, modification of the Tender procedure, interaction with the Suppliers (e.g., negotiations, presentations, site visits) and then following a final submission, there is a potential to finesse the submission and subsequent staged awards – all of this being subject to what was specified in the Invitation to Tender document.

**Competitive Selection Process** A procurement process where all the Suppliers on the Framework (or a specific Lot) are invited to submit a Tender in line with the Framework rules and in line with the Specification for the Contract to be let, and the Specification of the Framework.

**Conditions Of Participation** These are conditions that a Supplier must satisfy if the Supplier is to be awarded the Contract. These conditions must be a proportionate means of assuring that a Supplier has the legal and financial capacity to perform the Contract, or the technical ability to perform the Contract.

**Conditions of Tendering** The rules/conditions by which a competitive procurement process will be conducted, and with which a Supplier must comply if they are not to be excluded from the procurement process.

**Conflict Assessments** An assessment that has been carried out by the Authority and in which it identifies all and any potential or actual conflicts and the actions taken/to be taken to mitigate them to ensure equal treatment.

**Conflict of Interest** The Act requires Contracting Authorities to identify and keep under review actual and potential conflicts of interest. Contracting Authorities must also mitigate conflicts of interest and address circumstances which they consider are likely to cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest ('perceived conflict of interest').

**Contract** An agreement to be made/concluded in writing between the Authority and a Supplier for a specific set of requirements. For a low value contract, this may be made by way of raising a Purchase Order (PO) and attaching the Authority's standard PO terms and conditions.

**Contract Award Notice** A notice that is published on the Central Digital Platform and that informs the market of and intent to award and where a Mandatory Standstill Period (or Voluntary Standstill Period) is required. This notice initiates that Standstill Period. There is a different form of notice for below and above threshold procurements.

**Contract Change Notice** For Contracts let under the Procurement Act 2023, this is a notice that must be published before a Contract modification is applied in accordance with Section 75. For Contracts let under the Public Contracts Regulations 2015, a modification notice must be published where a modification is made under Regulation 72(b) or 72(c).

**Contract Details Notice** A notice that confirms that the Contract has been entered into in accordance with Section 53 of the Procurement Act 2023. There is a different form of notice for below and above threshold procurements.

**Contract Management** Contract Management is the active management of the relationship between the Authority and the Supplier over the term of the Contract for the provision of services, goods or works to a set of agreed standards.

**Contract Management Notices** For Contracts valued over £5 million, under the Procurement Act 2023, the Authority is required to publish KPIs and an assessment of performance against those KPIs. In addition, the Authority must publish a poor performance notice where the Supplier has breached a Public Contract and that breach has resulted in termination, partial termination, award of damages, or a settlement agreement; or the Authority considers that a Supplier is not performing a Public Contract to the Authority's satisfaction (even if the Supplier is not in breach of the contract); and having been given a proper opportunity to improve performance has failed to do so.

**Contract Modification** For Contracts let under the Procurement Act 2023, this is a modification permitted under Section 74 and Schedule 8 of the Act or is not a substantial modification or is a below-threshold modification. For Contracts let under the Public Contracts Regulations 2015, this is a modification permitted under Regulation 72.

**Contracts Standing Orders (CSOs)** The key document which sets out the Authority's principles of procurement, roles and responsibilities, contract procedure rules and processes involved in purchasing services, goods, and works contracts.

**Contract Register** A register of the Authority's Contracts that exceed £5,000, excluding VAT, made publicly available via the Authority's website.

**Contract Value** The estimated total monetary value of a Contract over its full duration and any extensions or potential variations. (N.B. not just the annual value.) Where the duration of a Contract is indeterminate, this will be taken to be the estimated value of the Contract over a period of four years.

**Covered Procurement** An above threshold procurement that is intended to result in a Public Contract.

**Data Protection Act 2018** The legislation that controls how personal information is used by organisations, businesses, and/or the Government.

**Dialogue** A discussion between the Authority and Suppliers about any aspect of the procurement.

**Direct Award** The award of a Contract without a competitive process.

**Discretionary Exclusion Grounds** These are set out in Schedule 7 of the Procurement Act 2023.

**Dynamic Market** A list of Suppliers who have met the published conditions of membership and are eligible to submit a Tender against a competition let under the market. These markets can be set up to purchase any requirements that the Authority may wish to purchase and require the use of the competitive flexible procedure to award the Contract.

**E-Procurement System** A system for the end-to-end tendering process. Both suppliers and buyers submit and respond to tenders electronically.

**Equalities Act 2010** Protects individuals from various forms of discrimination and harassment relating to protected characteristics.

**Estimated Contract Value** The value being estimated by the Authority for the entire possible scope (including any optional extras) and duration (including any possible extensions) of the potential contract requirements including all other options, premiums, fees etc as may become due under the contract.

**Excludable Supplier** An Excludable Supplier is a Supplier to whom a discretionary exclusion ground applies, and such exclusion ground circumstances are continuing/ likely to occur again; or they are on the debarment list by virtue of a discretionary exclusion ground. Tenders from excludable Suppliers may be disregarded in any Competitive Tendering Process (PA s.26(2)) and Contracting Authorities may exclude an Excludable Supplier from participating in a Competitive Flexible Procedure (PA s.27(1)(b)). The Authority may also terminate a Contract with a Supplier who becomes an excluded Supplier after the award of the Contract or where one of their sub-Contractors is an excludable Supplier and they fail to replace them when instructed.

**Excluded Supplier** An Excluded Supplier is a supplier to which a mandatory exclusion ground applies and the circumstances giving rise to the application of that exclusion ground are likely to occur again; or the supplier is on the debarment list by virtue of a mandatory exclusion ground.

**Exempt Contracts** The kind of Contract listed in Schedule 2 of the Procurement Act 2023.

**Framework** Frameworks help public sector buyers to procure goods and services from a list of pre-approved suppliers, with agreed terms and conditions and legal protections.

**Freedom of Information Act 2000** An act defining the ways in which the public may obtain access to government-held information.

**Invitation to Tender** The document that invites Suppliers to submit a Request to Participate or a Tender in response to a Tender Notice. It must include clear instructions of what is required, a description of the procurement process, the Conditions of Tendering, and the Award Criteria/ Assessment Methodology as a minimum.

**Key Performance Indicator (KPIs)** A factor or measure against which a Supplier's performance of a Contract can be assessed during the life cycle of the Contract.

**Light Touch Regime** These are Contracts/procurements which cover Health, Social Care, Community Service, legal and Education related requirements.

**Lots** Splitting the goods, services or works to be supplied into more than one Contract to make them accessible to SMEs with the aim of promoting effective competition.

**Mandatory Exclusion Grounds** Schedule 6 of the Procurement Act 2023 sets out the grounds for mandatory exclusions.

**Most Advantageous Tender** Is the Tender that the Authority considers satisfies the Authority's requirements, and best satisfies the Award Criteria when assessed against them

**Monitoring Officer** The statutory officer responsible for the legal governance of the Authority.

**National Policy Procurement Statement (NPPS)** National procurement policy statement outlining the strategic priorities for public procurement.

**Negotiation** A discussion between the Authority and a Supplier with a view to improving the content of Tenders.

**Open Framework** A scheme of Frameworks where the initial Framework is open for three years or less, and the subsequent Frameworks cannot last for more than five years before it must be re-opened. The maximum overall term being eight years.

**Open Procedure** This is a single stage procedure where any interested Supplier can submit a Tender; and a Supplier's suitability, capacity and capability and their Tender response are all evaluated together.

**Performance Bond** A performance bond is issued to the Authority as a guarantee against the failure of the Supplier to meet the obligations of the Contract. A performance bond is usually issued by a bank or an insurance company.

**Pipeline Notice** The annual notice to be published by Contracting Authorities to inform the market of the Contracts to be procured/awarded in the coming reporting period. It is only relevant for Contracting Authorities that will pay more than £100 million under relevant contracts in the coming financial year.

**Preliminary Market Engagement** This can be used for the purpose of developing the Authority's requirements and approach to the planned procurement.

**Procurement Card** A corporate credit card used for low value purchases.

**Procurement Thresholds** The values that determine the available routes to market.

**Public Contract** This is a contract that is above the relevant threshold (for goods, services and works) and which is not an exempted contract.

**Public Services (Social Value) Act 2012** The Act that places a requirement to consider the economic, environmental, and social benefits of the procurement.

**Procurement Policy Notes** Documents that provide guidance on best practices for public sector procurement. They are issued by Government bodies, such as the Cabinet Office and Crown Commercial Service in the UK, to help public sector organisations and suppliers understand and comply with procurement regulations and policies.

**Purchase Order** A commercial document issued by the Authority to a seller, specifying the types, quantities and agreed prices for products or services the Authority intends to purchase.

**Quotation** The provision of a price to deliver the Authority's requirements without the conduct of a formal (advertised) procurement process.

**Relevant Public Sector Legislation** Including but not limited to

- Local Government Act 1988 Part II,
- Local government Act 1999,
- Local Government Act 2000,
- Local Government (Contracts) Act 1997
- Equalities Act 2010
- TUPE 2006
- Localism Act 2011
- Small Business, Enterprise, and Employment Act 2015
- Modern Slavery Act 2015
- The Public Services (Social Value) Act 2012
- Local Government Transparency Code 2015
- The Health and Safety at Work etc. Act 1974

**Relevant Procurement Legislation**

- Public Contracts Regulations 2015 or Concession Contracts Regulations 2016
- Procurement Act 2023, Procurement Regulations 2024

**Request to Participate** The submission of a response to the Conditions of Participation published with a Tender Notice where these Conditions of Participation are a discrete stage in a Competitive Flexible Procedure.

**Sensitive Commercial Information** Information that constitutes a trade secret or would be likely to prejudice the commercial interests of any person if it were published or otherwise disclosed.

**Specification** The document that sets out the Authority's specific requirements for a specific contract/project.

**SMEs** Small and Medium Enterprises – fewer than 250 employees and annual turnover not exceeding approximately £50 million.

**Standstill Period** A period of eight working days commencing on the day that the Contract Award Notice was published on the Central Digital Platform. Mandatory for all Covered Procurements other than for the following exceptions, for which a Voluntary Standstill Period of eight working days may still be applied.

**Suppliers** Economic operators, tenderers, bidders, contractors (or subcontractors), third party organisations supplying goods, services or works to the Authority.

**Tender Notices** An invitation issued by the Authority to Suppliers to submit proposals or bids to provide goods or services.

**Tender Record** A record of all decisions made during the life of a Covered Procurement.

**Treaty State Supplier** A Supplier that is entitled to the benefits of an international agreement (part of the WTO or other formal arrangement).

**Utilities Contracts** A Contract for the supply of goods, services or works wholly or mainly for the purpose of a utility activity (gas, electricity, water).

**Value for Money** The balance of quality and price deemed representative of the Most Advantageous Tender.