



URBAN GreenUP

D3.5: Tender Documents for Liverpool Demonstration

WP 3, T 3.7

September 2018 (M16)



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URBAN GreenUP

SCC-02-2016-2017

Innovation Action – GRANT AGREEMENT No. 730426

Technical References

Project Acronym	URBAN GreenUP
Project Title	New Strategy for Re-Naturing Cities through Nature-Based Solutions – URBAN GreenUP
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Project Duration	1 June 2017 – 31 May 2022 (60 Months)

Deliverable No.	D3.5
Dissemination Level	PU
Work Package	WP 3 – Liverpool demonstration
Task	T 3.7 – Implementation plan review and tender publication
Lead beneficiary	LIV
Contributing beneficiary(ies)	LIV, CFT, UoL
Due date of deliverable	30 September 2018
Actual submission date	28 September 2018



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2	Paul Nolan/Juliet Staples	LIV/CFT	05/09/18
3	Juliet Staples/Clare Chamberlain	LIV	11/09/2018
4-6	Juliet Staples	LIV	17/09/2018
7	Juliet Staples/Christine Darbyshire/Clare Chamberlain/Paul Nolan	LIV	19/09/2018
8	Juliet Staples	LIV	19/09/2018
9	Juliet Staples	LIV	24/09/2018
10	Juliet Staples	LIV	24/09/2018
11	Juliet Staples	LIV	25/09/2018
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0 Executive summary

Following successful submission of the fore-runner tasks for Technical and Economic specifications for the Liverpool demo sites in August 2008, this report seeks to outline the way forward to procure the various Nature Based Solutions identified.

Procurement processes will be led by both Liverpool City Council and the Community Forest Trust and will comply with EU, National and Local procurement policies and guidance.

The identified Nature Based Solution to be procured range from simple off the shelf solutions to innovative design and build systems. Many of the proposals are new to the city. In response to this the procurement process will commence with a soft market testing exercise which will help to establish the level of commercial interest in the proposed packages of work. This does not form part of the regulatory procurement process but the feedback and evaluation from this initial exercise will be used to inform the regulatory process and ensure that the final procurement packages meet the desired outcomes and maximise value for money. This process is seen as best practice in identifying the best way to package a complex array of interventions to achieve best value for money.

This report details the content and timing for the soft market testing and identifies a timetable for the following formal procurement and tendering phase of this work early in 2019. The proposed timetable ensures that Liverpool will be ready to start the installation of identified NBS by September 2019 in line with the other front runner cities and the overall project timescale.



1 Introduction

The fore-runner tasks 3.3, 3.4 and 3.5, Technical and Economic specifications for the Liverpool demo sites were submitted at the end of August 2018, along with task 3.6 the Liverpool Monitoring Programme.

The next step in the project delivery of URBAN GreenUP is to establish the methods by which procurement of the Nature Based Solutions can proceed.

There are a number of EU, National and Local procurement policies and processes that need to be considered by both Liverpool City Council and The Community Forest Trust before final tenders can be advertised.

In addition, for the City Council the requirements to procure for schemes such as URBAN Green UP include the need to seek internal political approvals, undertake Equality Impact Assessments and have due regard for Social Value.

Some of the proposed schemes or interventions are also innovative or of a 'design and build nature' and others may require working with partners on design, inclusion of co-financing options, appointment of specialist contractors or possibly seeking exemptions to standard City Council or Community Forest procurement processes.

Given the complexity of issues to be considered it is not possible to provide a detailed procurement specification for all the intended works at this initial stage. The commercial market to deliver some of the new innovative schemes planned for the city is untested. As such it has been agreed that the procurement process will commence with a soft market testing exercise which will help to establish the level of commercial interest in the proposed packages of work and help to identify how procurement might achieve best value for money. The soft market testing will not form part of the formal procurement process but the feedback and evaluation from this initial exercise will be used to inform the formal process and ensure that the final procurement packages meet the desired outcomes and maximise value for money.



2 EU Procurement Summary

2.1 The Legal Framework - International Obligations

2.1.1 Treaty Obligations

Public procurement is subject to the EU Treaty principles of:

- non-discrimination
- free movement of goods
- freedom to provide services
- freedom of establishment

In addition to these fundamental treaty principles, some general principles of law have emerged from the case law of the European Court of Justice. The most important of these general principles of law to be aware of in the procurement context are:

- equality of treatment
- transparency
- mutual recognition
- proportionality

2.1.2 EU Procurement Directives

Since the 1970s, the EU has adopted legislation to ensure that the EU public procurement market is open and competitive and that suppliers are treated equally and fairly. The rules cover aspects such as advertising of contracts, procedures for assessing company credentials, awarding the contracts and remedies (penalties) when these rules are breached.

The EU rules are contained in a series of directives that are updated from time to time. Member states have to make national legislation (regulations) to implement the EU rules in domestic law by certain deadlines. The most recent update of the EU procurement directives was in April 2014. This followed a successful lobbying campaign by the UK government and our EU partners to negotiate a simpler, more flexible regime of procurement rules. Member states then had 2 years to implement these in national law i.e. by April 2016.

These directives are:

- Public Sector: Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC
- Concessions: Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts



- Utilities: Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

Public procurement is also subject to the World Trade Organisation Government Procurement Agreement.

2.2 Requirements for Horizon 2020 Procurement

Guidance on procurement under the Horizon 2020 programme is set out in the Grant Agreement document. The main guideline to consider is if in doubt to always apply the most restrictive rule. However it is acceptable to use Country specific regulations (where the beneficiary is established), usual accounting and management principles and practices of the beneficiary or the European Commission Regulations (H2020 AMGA).

2.2.1 Subcontracting

Subcontracts need to be already identified in Annex 1 and 2 of the Grant Agreement.

Subcontracts have to be based on contracts. Subcontracts have to be chosen upon best value for money (or lowest price if appropriate), in a transparent manner and guaranteeing equal treatment. (These principles are also valid for private project partners who should at least ask for three offers).

Conflict of interest is addressed in article 35 where:

- Subcontracting to other beneficiaries or affiliates is not allowed.
- Subcontracts on basis of framework contracts prior to the beginning of the project may be accepted by the EC (best price-quality ratio and conditions of transparency and equal treatment have to be granted also in this case).

For general costs incurred they must be eligible. i.e.

- All costs claimed, must be actual and based on real costs incurred by the beneficiary during the duration of the project (from June 1st 2017).
- They must be indicated in the estimated budget in Annex 2.
- They must be supported by evidence that they are real (recorded in the accounts of the beneficiary and supported by invoices for example), paid (supported by bank statements for example), and linked to the funded project.
- They must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency.



3 National Procurement Overview

In the UK, Local Government led procurement is governed by a range of legislation and good practice which Local Authorities need to comply with.

3.1 Crown Commercial Services

The Crown Commercial Service (CCS) is responsible for the legal framework for public sector procurement and leads on the development and implementation of procurement policies for government.

Crown Commercial Services issues Procurement Policy Notes PPN's which provide advice on best practice for public sector buying organisations in line with the relevant Procurement Regulations.

3.2 UK Public Contracts Regulations (PCR) 2015

The implementation of the Public Contracts Regulations 2015 took effect from 26 February 2015 and helped to deregulate and simplify the rules for where most procurement spend and activity takes place. This enables buyers to run procurements faster, with less red tape, and with a greater focus on getting the right supplier and best tender in accordance with sound commercial practice.

The UK regulations include some specific UK rules to support growth by improving suppliers' access to public contracts below the EU thresholds ("sub-threshold contracts"). These rules include requirements for publishing advertised public contract opportunities and contract awards below the EU thresholds, but over certain other threshold values, on Contracts Finder (see section 3.6).

The PCR 2015 set out 6 procedures that contracting authorities must adhere to when procuring goods works or services above the OJEU thresholds.

- Open procedure.
- Restricted procedure.
- Competitive procedure with negotiation.
- Competitive dialogue.
- Innovation partnership.
- Use of the negotiated procedure without prior publication.

Thresholds for contracts regulated by the Public Contracts Regulations 2015 from 1 Jan 2018

- Supply and services contracts (central government) £118,133
- Supply and services contracts (non-central government) £181,302



- Works and subsidised works contracts £4,551,413
- Social and other services contracts falling within the "Light Touch Regime" £615,278

3.3 The Public Procurement (Amendments, Repeals and Revocations) Regulations 2016

The Public Procurement (Amendments, Repeals and Revocations) Regulations 2016 make consequential amendments to other legislation, including the Public Services (Social Value) Act 2012. This should be read together with The Public Contracts Regulations 2015, The Utilities Contracts Regulations 2016 and The Concession Contracts Regulations 2016, which can be found on the EU procurement directives and the UK regulations guidance page <https://www.gov.uk/guidance/transposing-eu-procurement-directives>.

3.4 Tenders not covered by the Public Contracts Regulations 2015

When a tender process is not subject to the Public Contracts Regulations because the estimated value of a contract falls below the relevant threshold, contracting authorities must continue to apply the principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionality.

Contracting authorities must also consider where a contract is likely to attract cross-border interest and must publish a sufficiently accessible advertisement to ensure that suppliers in other member states can have access to appropriate information before awarding the contract. This is in line with the UK objective of achieving value for money in all public procurements, not just those covered by the Public Contracts Regulations.

The Councils CSO's also set out the requirements for procurement for goods, works and services both below and above the OJEU thresholds.

3.5 The Legal Framework - Domestic Legislation

Contracting Authorities must adhere to the following domestic legal requirements:

The Late Payment of Commercial Debts Regulations 2013: amended late payment legislation came into force on 16 March 2013, implementing European Directive 2011/7/EU on combating late payment in commercial transactions. It aims to make pursuing payment a simpler process across the EU, reducing the culture of paying late and making payment on time the norm.

Equality Act 2010: in accordance with the Equality Act 2010 you are required to comply with the Public Sector Equality Duty when conducting public procurement. This sets out anti-discrimination law and identifies nine 'protected characteristics' age, disability, gender



reassignment, race, religion or belief, sex, sexual orientation, pregnancy or maternity, and marriage and civil partnership.

The Public Sector Equality Duty 2011 requires public bodies to have due regard to the need to eliminate unlawful discrimination, harassment and victimisation, advance equality of opportunity, and foster good relations. This Duty is non-delegable.

Public Services (Social Value) Act 2012: requires public bodies to consider how the services they commission and procure might improve the economic, social and environmental wellbeing of an area. This extends beyond cost or price and looks at wider community benefits to improve peoples' lives, opportunities and the environment. The Act applies to all public service contracts but not to specific works or goods contracts.

European Union (EU) Public Service Contracts Directives aim to ensure contracts are awarded fairly and without discrimination on the grounds of nationality, all potential bidders are treated equally, and suppliers of goods and services can take action against public bodies if contracts are not advertised or awarded on an open and fair basis.

The Local Government (Transparency Requirements) (England) Regulations 2015: This legislation requires the information, including information about public contracts, in Part 2 of the Local Government Transparency Code 2015 to be published in the manner and form and on the occasions specified. Responsibility for this legislation and Code lies with the Department for Communities and Local Government.

The following relevant domestic legal requirements must also be adhered to.

Small Business Enterprise and Employment (SBEE) Act 2015: Section 39 of the act gives the Minister for the Cabinet Office (MCO) the ability to implement secondary legislation imposing duties on public procurers in relation to procurement matters. Under Section 40 in-scope

3.6 Contracts Finder

Contracts Finder is the UK public sector procurements single point to advertise all opportunities. The Public Contract Regulations 2015 set out that contracting authorities must place advertisements and awards for all opportunities above:

- £10,000 for central government bodies and
- £25,000 for wider public sector bodies

Crown Commercial Services have produced a Procurement Policy Note (PPN) which further clarified that *'where a contracting authority is satisfied it is lawful not to advertise an opportunity and chooses not to advertise the opportunity at all, the requirement to advertise*



on Contracts Finder does not apply to that contract. This may be the case where, for example, a contracting authority has a standing order stating that advertising is not required for contracts with a value below a certain amount, and there is no legal requirement to advertise the contract.'

Section 10 of Liverpool City Council's CSO's set the amount required to advertise opportunities on Contracts Finder at £100,000.

3.7 Brexit

It is unlikely that the Public Contracts Regulations 2015, which encompass the EU procurement directives, will see any immediate alterations. In addition, the principles of equal treatment, transparency and non-discrimination are key principles of public trade and procurement and are enshrined in UK law. A departure from the EU, however dramatic, will not seek to amend these principles, though may raise questions regarding how the principles are to be interpreted. In the event of a No Deal Brexit, the UK would continue to adhere to the UK Procurement Regulations.



4 City Procurement Process

LCC is governed by local authority finance and procurement guidelines. Local Authority officers are required to adhere to financial regulations and standing orders and there are strict procedures for procurement. In addition an emphasis is placed on addressing both equality impact assessment and social value. The majority of procurement for the URBAN GreenUP project is likely to follow the City Council processes and be led by the city. Where procurement is led by the Mersey Forest Team, through Community Forest Trust similar processes exist and will be followed.

4.1 Liverpool City Council Contract Standing Orders (CSO's)

Liverpool City Council has a set of Contract Standing Orders which are issued in accordance with section 135 of the 1972 Local Government Act. The intention is to promote good purchasing practice and public accountability and deter corruption.

The CSO's set out the following basic principles;

All purchasing and disposal procedures must:

- Achieve Value for Money for public money spent.
- Be consistent with the highest standards of integrity.
- Ensure fairness in allocating public contracts.
- Comply with all legal requirements.
- Support the Council's strategic and departmental aims and policies.
- Comply with the Council's Procurement Strategy, and other relevant policies.
- Be subject to the category management methodology where appropriate.
- Comply with the Public Contracts Regulations 2015 ("PCR"), the Concession Contracts Regulations 2016 ("CCR") and associated EU legislation where applicable.

All officers engaged in purchasing and disposal must:

- Ensure that any irrelevant considerations do not influence any contracting decision.
- Ensure that no commercial agreement with a supplier, contractor or provider over £100,000 is entered into without sign-off from the Director of Finance and Resources.
- Obtain the relevant financial, legal and in some instances technical approval before entering into a contractual commitment with a supplier, contractor or provider.



- Ensure procurement activity is conducted via an approved source to pay process utilising a source to pay system approved by the Director of Finance and Resources.
- Ensure financial approval, separation of duties, standing orders and Financial Regulations are applied to all procurement activity.
- Ensure assurances are sought that potential suppliers do not engage in union blacklisting and provision.

The CSO’s also set out the procurement thresholds and split these into 5 main bandings as below;

Total Value	Procurement Method	Competition Requirements
Up to £5,000	At least two written quotations are to be sought and a record kept to justify why this option has been chosen (e.g. lowest cost, best value for money).	At least two written quotations
£5,000 - £24,999	To be procured through the CPU’s Category Management Team, except with the consent of the Director of Finance and Resources.	A quotation or tender exercise to be undertaken by the CPU
£25,000 - £100,000	To be procured through the CPU’s Category Management Team, except with the consent of the Director of Finance and Resources.	A tender exercise to be facilitated by the CPU. If advertised, must include advertising on the Council’s eProcurement system and on Contracts Finder.
Over £100,000 and below EU threshold	To be procured through the CPU’s Category Management Team, except with the consent of the Director of Finance and Resources.	All opportunities must be advertised on the Council’s eProcurement system and on Contracts Finder.
Above EU threshold for Goods, Services and Works	To be procured through the relevant CPU Category Management Team following	OJEU and Contracts Finder



	EU compliant procedures.	
Above threshold PCR Schedule 3 Services – Social and Other Specific Services (“light touch regime”) (Please refer to Schedule 3 of the PCR for list of light touch regime services)	To be procured through the relevant CPU Category Management Team following EU compliant procedures.	OJEU and Contracts Finder

Table 1: Contract Standing Orders Procurement Thresholds

A full set of the CSO’s can be found in Appendix 1.

4.2 Procurement Process

The Council utilises a number of routes to market. In order to ascertain the most appropriate route the Council’s procurement team work together with the relevant stakeholder to produce a governance document which will determine, amongst other things, the appropriate route to market including commercial options by way of a robust options appraisal. Some of the more common routes to market include;

1. Use of existing framework agreements
2. Open tender process (either above or below the OJEU thresholds)
3. Restricted tender process (only for above OJEU thresholds unless for works contracts)

In exceptional circumstances, a waiver of certain CSOs may be required in order to properly achieve the Council’s aims. An exemption may only be sought in the following circumstances:

- Where the goods, works or services are required urgently, where this urgency has been brought about by events that were unforeseeable by and not attributable to the Council;
- Where the goods, works or services are of a specialist nature such that competitive prices cannot be obtained;
- To develop a pilot service, where it can be demonstrated that there is no market, or where the market is not sufficiently developed;
- To engage an artistic performer, to appear at an event or function of a sporting, cultural, civic or business nature of which the Council is the owner; and
- Arrangements involving sponsorship.



4.3 Timescales and Process

Procurements above the EU thresholds must comply with the standard timescales for procurement. For procurements below the thresholds the Council has discretion to apply their own timelines providing they are reasonable and proportionate.

Procurement in Liverpool City Council needs to follow an approved process with approvals sought in line with the CSO's.

4.4 Assessing Suppliers

In line with all procurement legislation, rules and policy suppliers wishing to tender for opportunities will be assessed on past performance via a **Selection Questionnaire (SQ)**. Those invited to tender will then be invited to tender via an Invitation to Tender (ITT) to submit a tender based on MEAT (Most Economically Advantageous Tender) criteria. Suitable questions and weightings will be agreed with the project leader in liaison with the Councils Commercial Procurement Unit.

Selection Questionnaire (SQ)

In line with the CCS PPN 8/16.

The Council utilises two main types of selection questionnaires depending on value and what is being procured. For goods and services the Council uses the CCS Standard Selection Questionnaire.

For works or services related the works, in line with CCS PPN

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/558531/PPN_8_16_StandardSQ_Template_v3.pdf

The Standard Selection Questionnaire is split into 3 parts;

- Part 1 of the standard Selection Questionnaire covers the basic information about the supplier, such as the contact details, trade memberships, details of parent companies, group bidding and so on.
- Part 2 covers a self-declaration regarding whether or not any of the exclusion grounds apply.
- Part 3 covers a self-declaration regarding whether or not the company meets the selection criteria in respect of their financial standing and technical capacity



PAS91 is split into Core and Mandatory Options. It still includes basic information, self declarations, financial standing but goes into considerable more detail around health and safety.

Invitation to Tender (ITT)

The invitation to Tender document sets out the process for evaluating tenders. The Councils Standing Orders set out minimum information which is to be contained in the ITT.

- A specification that describes the Council's requirements in sufficient detail to enable the submission of competitive offers.
- A requirement for bidders to declare that the tender content, price or any other figure or particulars concerning the tender have not been disclosed by the bidder to any other party (except where such a disclosure is made in confidence for a necessary purpose).
- A requirement for bidders to fully complete all tender documents including a form of tender and certificates relating to canvassing and non-collusion.
- Notification that tenders are submitted to the Council on the basis that they are compiled at the bidder's expense.
- A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms and if possible in descending order of importance.
- That the Council uses an e-Procurement system for undertaking all tendering exercises and only submissions received through the e-Procurement system will be considered and evaluated. Paper copies, CDs and other electronic formats will not be accepted.

The Council has a suite of standard ITT template documents to use to suit different types and values of procurement.

4.4.1 Community Forest Trust

The financial and procurement processes for the Community Forest Trust are governed by the Trust's procurement Policy. This is based on local authority procurement Policies and as such mirrors those of Liverpool City Council.

The Community Forest Trust Procurement Policy was reviewed in 2017 to ensure compliance with National procurement rules (which in turn are EU compliant).

The Policy is provided in Appendix 2.



5 Procurement Plan

This section outlines in more detail how the intended NBS interventions will be grouped and how each will follow a potentially different procurement path according to the national and local regulations governing procurement.

The Liverpool list of interventions is varied in both scope and potential cost and this is discussed more fully in section 5.1. The proposed lots for the Liverpool work will differ in content and costing and as such will need to follow different routes to procurement. For example there are some minor works which would usually be delivered through the city council framework processes. Similarly where Liverpool intends to co-develop project work within an existing city council initiative then the city would look to use the existing framework agreement in place. Other lots will require different approaches through open tender and there will be some non-technical and other interventions that will not form part of the project funded procurement process but will complement and enhance the URBAN GreenUP project.

Liverpool intends to undertake soft market testing to help inform the final groupings and lots. The soft market testing exercise will be published at the end of September 2018 and conform to city council practices. It will not form part of the regulatory procurement process but the feedback received will be used to inform and improve the initial proposals which are outlined below.

5.1 Definition of procurement groups

5.1.1 Procurement Lots

Within the Liverpool programme there are a variety of different nature based interventions planned. Some of these are straightforward such as tree planting into soft landscaping, tree planting alongside highways and wild flower sowing. Other planned interventions exist elsewhere but are new to the city or will need to be customised to the location identified. These include Nature Based Solutions such as green walls, green screens, floating islands, rain gardens and SUDs work. Procuring these elements of the overall scheme will require a design and build approach for some and close partnership working and co design/cofounding with other stakeholder partners. Although budgets exist for designated interventions it will be necessary to ensure that we maximise the value of the scheme proposals by making the budget allocations flexible between interventions across and potentially between demo sites. As such the allocated funding for a particular intervention may increase or decrease but it is envisaged that all can be delivered within the total available funding.

To help ensure best value as part of the project procurement, Liverpool is looking to co-procure across demo sites for common intervention items. Early discussions have identified a number of different procurement packages and supplier options. These are based on the



nature of intended procurement rather than on the location. Where possible lots will be grouped to help achieve best value and efficiencies of scale.

At present there are a number of initial procurement categories and lots which will be further refined through the planned soft market testing.

Initial Procurement categories:

1. **In-house Procurement** through existing Local Authority Services, providers, contractors and agreements (procurement packages for Highways work, tree planting and pollinator planting).
2. **External Design and Build via open tender without external land owner input** (procurement packages for themes of water, vertical green structures and a combined package to link art, bioapp and waymarking).
3. **External Design and Build via open tender with external land owner input** (procurement packages will be required for Marks and Spencers, Iliad, Canal and Rivers Trust, Royal Court Theatre).
4. **Non Technical interventions via local funding.** (This will not form part of a soft market testing approach).

1. In- house Procurement through Local Authority Services, providers, contractors and agreements.

In line with Local Authority procurement policies and processes there are a number of small, usually low value works which the city council would routinely deliver as part of its ongoing work and delivery of services. These works are carried out via existing Local Authority agreements via local contracts to maximise economies and ensure works delivered comply with all relevant regulations for highways etc. Examples of small, low value works include:

Inhouse provider	Works to be procured	Demo Sites
Liverpool Streetscene Services Limited (LSSL)	Tree planting into soft ground within the land ownership of registered housing providers	A
Liverpool Streetscene Services Limited (LSSL)	Hydro-seeding (pollinator planting) the slipway to Wapping Dock in conjunction with the Canal and Rivers Trust	A
Liverpool Streetscene Services Limited (LSSL)	Pollinator planting on verges	A and C
Highways/Liverpool Streetscene Services	Installation of dropped kerbs, route way resurfacing and repair and associated	A and C



Limited (LSSL)	accessibility or highway crossing works	
Highways/Liverpool Streetscene Services Limited (LSSL)	Planting of shade/cooling/urban catchment trees into soft ground in parks/open spaces or highways pavements and hard landscapes.	A, B, C
Highways/Liverpool Streetscene Services Limited (LSSL)	Tree SUDS planting as part of a highways improvement scheme on the Strand	B

Table 2: Proposed In-house procurement lots

2. External – Design and Build via open tender without external land owner input

Within the project there are a number of innovative installations planned for various parts of the city that are owned or maintained by the city council. These are mainly new interventions and will be designed and customised for the proposed sites. Although the concept behind some of the installations is not completely new it is unlikely that there is an ‘off the shelf’ offer available and each, for various reasons, will involve an element of design and build. A number of the proposed nature based solutions under this category can potentially be grouped thematically which may offer economies of scale. There are 3 or 4 potential themes, depending on if it is decided to combine trees with vertical green structures:

- Water (raingardens, SUDS, floating reed beds)
- Trees (mobile and containerised)
- Vertical green structures (green screens, simple green trellis wall)
- Combined package (waymarking, art and bioapp)

Examples of items falling under this category of procurement include:

Procurement Theme	Procurement Item	Demo Site
Water	Raingarden with semi permeable pavement	A
	Floating reed bed	C
	Small SUD	C
	Large SUD	C
Trees	Trees in containers	A
	Mobile gardens/ Trees in containers	B
	Green screens	A



Green structures	Green screens	C
	Green wall (panel-trellis not modular)	C
Combined Package *	Way marking, art, and bio app	A, B, C

Table 3: Proposed External Design and Build lots via open tender without external land owner input

*An important element of the proposed green corridors is to ensure they sign posted or way marked so that the route of each is clear to users and to also ensure users are encouraged to cross roads etc. at the safest points when using these green corridors. An arts budget has been included for Demo site A to help bring the different community groups together to share the green route. It has also been proposed that a bio app should be developed to engage the local community in interpreting or understanding the local green space and green routes. An opportunity exists to combine these budgets for an innovative approach that utilises some of the pollinator planting budget for waymarking and to reinforce this through community art and the bioapp. A simple idea could be to use a smart phone to 'read' small QR codes on interventions along a thematically planted route. The opportunity to tender these budgets as a package will hopefully attract some original ideas which combine way marking, art, planting and new technology. Although some of the budget for this package is directed to Demo A (e.g. the arts funding) it is hoped that the principles established can be replicated across the 3 demo sites.

A minimum of 3 or 4 procurement packages may be required under this category. The planned soft market testing will help to establish the exact number of lots to achieve the best outcome and value for money.

3. External: Design and Build via open tender with external owner input

Some high profile nature based solutions are proposed for where the building or land owner will own and maintain the final product which will be publically accessible or visible in the public domain. The building owner or land owner will need to be involved in the design, build, installation and establishment stages of these schemes as they will ultimately take over the ongoing longer term maintenance. In addition the Council will wish to ensure that the businesses or private owners have both the warranties and liabilities associated with the interventions. Businesses and landowners affected by these nature based solutions have already given an in-principle agreement to the proposals but closer working and further discussion will be required at the detailed design stage. Many of the proposed interventions in this category will be new to the businesses and new to the city. Specialist and experienced contractors will be preferred so that there is confidence for the successful implementation of these particular high profile schemes. The local landowners and businesses will also be



investing varying degrees of financial capital, time and a long term maintenance commitment to the installation so will want to be reassured that the NBS are well delivered.

Examples of potential procurement lots are detailed below.

External procurement Partner	Works to be procured	Demo Sites
Iliad	Green Wall, and greening of the squares	A
Iliad	Raingarden	A
Various	Green screens if on private land	A
Canal and River Trust	Floating Islands at Wapping Dock	A
Marks and Spencers	Pollinator wall	B
Royal Court Theatre	Green roof	B

Table 4: Proposed External Design and Build lots via open tender with external owner input

The exact nature of the procurement route for these projects has yet to be finalised. A full Procurement Governance document will be produced which will explore compliant routes to market, timings, issues, risks and best outcomes as well as the best way to work with private landowners. It will also take into consideration feedback from the soft market testing exercise.

A template of the Council's Procurement Governance Document can be found at Appendix 3.

Some initial options for collaboration include inviting the private owner to be part of the procurement project team. In this way they would have input on the procurement strategy, but could also be included to help produce the tender documentation such as any qualitative and quantitative areas of assessment to ask the suppliers and be part of the evaluation panel. Other options include the city council leading on the procurement but novating the nature based solution to the landowner, ideally at the point at which a contractor is appointed.

It will be important that as part of the procurement process that the land owner takes the responsibility to provide full access to the nature based solution for monitoring and any other purposes required for the fulfilment of the Horizon 2020 project grant.



4. Non-technical Interventions/Individual processes

There are a number of identified non-technical interventions that are to be delivered using local funding. These will not form part of the soft market testing and will be delivered separately to the EU funded Nature Based Solutions. The following table provides a list of planned non-technical interventions for information purposes.

Provider/s	Procurement Item	Demo Site
CFT	Forest Church	A
CFT	GI for Physical Health	All
LCC/CFT	Green Filter Area LAc 17	A and B
LCC/CFT	Wood allotments LAc 18	C
CFT	GI for Education LAc19	All
CFT	Forest School LAc20	A
CFT	Engagement portal for citizens LAc21	All
CFT	GI mental Health LAc 26	B
CFT/UoL	Promotion of Ecological Reasoning LAc 27	All
LCC/CFT	Single window/desk for RUP	B
CFT	Support to citizen project of NBS	All
LCC/CFT/UoL	City mentoring LAc 30	All

Table 5: Non technical intervention lots

5.2 Procurement processes

This section outlines the public procurement processes that are going to be launched for the implementation of the interventions that have been detailed in the various categories and lots in section 5.1.

5.2.1 Phase 1 - Soft Market Testing Outline

Liverpool's procurement processes will be in two stages. The first stage will be the soft market testing which is due to commence at the end of September 2018. This process will test the



current market, establish the commercial interest in the various lots and seek market feedback on the most effective way to group the delivery lots and the level of costs that should be assigned to each of the procurement packages. Responses to the soft market testing exercise will be proactively sought and a number of key commercial and institutional bodies will be targeted to help ensure a good return of responses and to raise awareness of and interest in the formal tender opportunities that will follow. The soft market testing documentation is appended in Appendix 4.

It is estimated that consideration of feedback and preparation of the final procurement documentation will be completed by the end of November 2018.

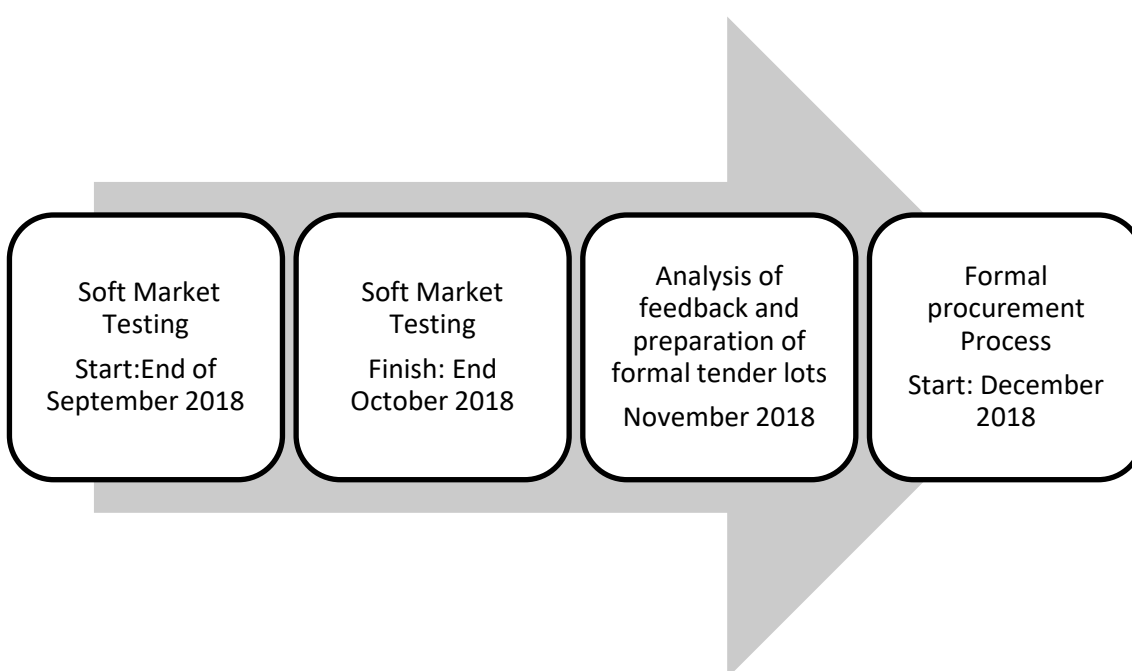


Figure 1: Soft Market Testing Timeline

5.2.2 Phase 2 – Formal Procurement Outline

Following analysis of the feedback from the soft market testing the final groupings and lots will be established together with a guide costing for each. During the tender process suppliers will be checked for capacity and capability before being assessed on their proposals and costs to undertake the project. This assessment will be undertaken using the council's Selection Questionnaire and tender templates.

Timescales will vary slightly depending on the exact procurement route decided. However it is estimated that this work will commence formally in December 2018, with the award of contracts in May 2019 so that works can commence from September 2019.

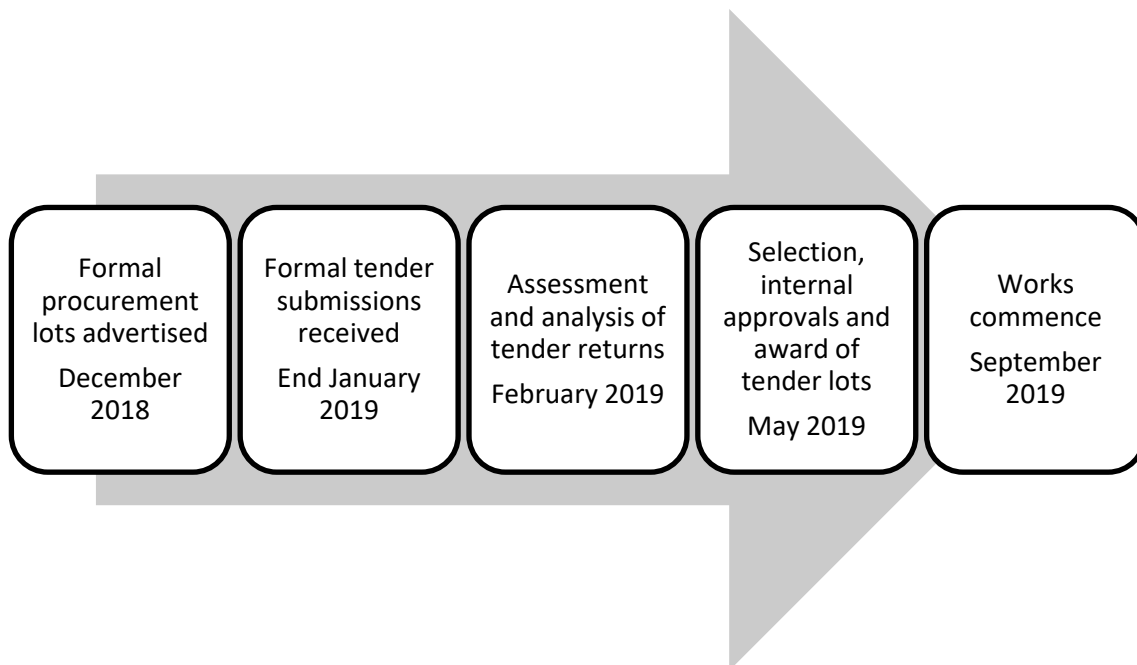


Figure 2: Formal Procurement Timeline

There are 4 separate categories of procurement that have been outlined in section 5.1.1. These will all follow similar time scales for procurement and installation. The finer detail will be informed by soft market testing and tender submissions but at present the timelines envisaged for the 4 different categories of procurement are outlined in section 7.

6 Publication of information

6.1 Soft Market Testing

Liverpool intends to commence the procurement exercise with some soft market testing. Using the forerunner submission documents as background information, together with supplementary information, Liverpool will publish soft market testing information by the end of September 2018 on the city council portal Pro Contract. <https://procontract.due-north.com/Register>

The portal is free for suppliers to use and is the central point of all communications during the tender process to ensure fairness and transparency. It is managed by Liverpool City Council's procurement department.

Through this process Liverpool will seek feedback on:

- the likelihood of commercial interest in identified works
- the expertise and skills available for the design and build elements
- the components of the various lots
- estimated pricings for bespoke solutions
- alternative approaches to achieve the specified outcomes

This information will be used to inform the formal tender which will be issued in 2019 following the approved Council process.

The soft market testing documentation is attached in Appendix 4 and the initial proposed lots and costing are attached in Appendix 5.

Appendix 6 outlines the technical and economic specifications of the proposed works.

6.2 Formal Procurement Process

The formal procurement process will start in 2019. The final tender lots will be published on the City Council portal as detailed above.



7 Timetable

The final timescales and detail of the intended procurement will be informed through the feedback from the soft market testing which is due to commence in September 2018.

The following section outlines the 4 different categories of procurement currently intended and provides an initial estimate on the timescales associated with each of the different procurement lots. This scheduling for delivery may change following the soft market feedback and may also need to be flexible to accommodate periods of poor weather or other urgent works. However, it is intended that the intervention lots will all be delivered and completed during the period of September 2019 – March 2020. For some elements it may be that the delivery is phased throughout these months to accommodate periods for preparation, installation, planting and completion.

Category 1. Proposed In- house Procurement through Local Authority Services, providers, contractors and framework agreements.

The city council has control over the delivery of these procurement lots. It is currently planned that work will be scheduled as outlined below. However, as the works will mostly be additions to existing planned programmes of city council maintenance or other works there may need to be some movement to accommodate their delivery – especially if there are periods of bad weather which may require rescheduling of non-urgent work. As such the following timelines are best estimates at present.

	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20
Tree Planting (all types, all sites)							
Hydroseeding							
Pollinator planting (all sites)							
Highways and kerbs (all sites)							

Table 6: Proposed in-house timescales for delivery and installation lots

Category 2. External – Design and Build via open tender without external owner input

It is not possible to accurately plan out delivery of the works until the formal procurement process had completed. However, there are some works which will be best carried out at certain times, such as excavations for ground works which may be best completed before early in the new year before heavy ground frosts and poorer weather. Similarly new planting may be more successful in early spring (February and March). Delivery of some lots may require a break between preparation and completion.



	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20
Green screens (all sites)							
Green wall (trellis)							
Tree planting/trees in containers							
SUD works							
Floating reed bed							
Raingarden/semi permeable pavement							
Combined package							

Table 7: Proposed external timescales for delivery and installation on LIV land lots

Category 3. External: Design and Build via open tender with external owner input

The delivery timescale for these works will be largely dependent and governed by the private land or building owners. Some private operators have already expressed a desire to proceed quickly. However, at this stage, the timescale of the delivery of the interventions listed is still uncertain.

	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20
Iliad							
Various							
Canal and River Trust							
Marks and Spencers							
Royal Court Theatre							

Table 8: Proposed external timescales for delivery and installation on privately owned land and buildings lots



Category 4 Non-technical Interventions

Several of the non-technical interventions will be developed over the intervention period as they involve working with communities and groups to share ideas and agree a final plan.

	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20
Forest Church LA23							
Forest School LAc20							
Green Filter Area LAc 17							
Wood allotments LAc 18							
GI for Physical Health							
GI for Education LAc19							
GI mental Health LAc 26							
Engagement portal for citizens LAc21							
Promotion of Ecological Reasoning LAc 27							
Single window/desk for RUP							
Support to citizen project of NBS							
City mentoring LAc 30							

Table 9: Proposed external timescales for delivery of the non-technical interventions



8 Approval Process

As a public body and Local Authority Liverpool will need internal approval to proceed with the planned formal procurement. On 6th January 2017 in the report to Cabinet to accept the EU funding and establish the project the following authority was granted:

“Authority be granted to the Director for Community services to commit expenditure and procure and award, in consultation with the Director for Finance and resources and the City Solicitor, all necessary contracts in order to implement the City Council’s portion of the URBAN GreenUP project”.

As such prior to advertising the final and formal procurement documents externally the appropriate permissions and approvals will be sought internally. Time will be factored into the procurement process to facilitate this.



9 Conclusion

For Liverpool the most effective approach to procurement will be for the process to be informed by a short period of soft market testing. It is envisaged that this will help to clarify the grouping of various lots and confirm the commercial appetite and market rate costings for the proposed works. At present it is thought that there will be 4 different types of procurement approach required to accommodate the planned NBS interventions. These include:

- using In house local authority framework agreements,
- going to external competitive tender for works that are on LIV land
- going to external competitive tender for works that are on private land
- addressing non-technical interventions similarly but noting that these do not form part of the EU funding and are additional.

Formal procurement, informed by the soft market testing, will commence in December 2018 and be carried out in accordance with EU, national and local approved processes. The award of contracts is expected to be completed by May 2019 and for some on site work to start as early as September 2019. It is proposed that all works will be delivered during a 6 month period spanning September 2019 to March 2020.

The detail of the various final packages and the times for delivery will be decided as part of the formal procurement process, recognising a number of issues such as the need to:

- spread out the works across the 6 month delivery period
- factor in phasings for some interventions
- plant during recognised time frames
- be mindful of adverse weather
- work with partners on preferred timescales
- develop plans and proposals for some non-technical interventions
- allow additional time for the installation of new structures or nature based solutions.

Following the completion of the installation of the various nature based solutions in March 2020, there will be a further 2 year period of monitoring to help establish the impacts and benefits from the introduction of the new interventions.



10 References

Procurement Policy:

<https://www.gov.uk/guidance/public-sector-procurement-policy>

EU procurement directives and the UK regulations guidance page:

<https://www.gov.uk/guidance/transposing-eu-procurement-directives>.

Standard Selection Questionnaire:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/558531/PPN_8_16_StandardSQ_Template_v3.pdf

Liverpool City Procurement Portal:

<https://procontract.due-north.com/Register>




11 Appendices


Please see following pages




Appendix 1: Liverpool City Council Contract Standing Orders

<p>Please click on the icon to open the document, or view as a text document below in Appendix 1.</p>	 2018-19 CSOs FINAL.pdf
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Appendix 2: Community Forest Trust Procurement Policy

<p>Please click on the icon to open the document, or view as a text document below in Appendix 2.</p>	 CFT policy.docx
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Appendix 3: Liverpool City Council Procurement Governance

<p>Please click on the icon to open the document, or view as a text document below in Appendix 3.</p>	 Procurement Governance Docum
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Appendix 4: Soft Market Testing Document

<p>Please click on the icon to open the document, or view as a text document below in Appendix 4.</p>	 RFI - Market Testing Document3.docx
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Appendix 5: Proposed Lots and Costings Table

<p>Please click on the icon to open the documents, or view as a text document below in Appendix 5.</p>	 proposed lots and costings tables.docx
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Appendix 6: Technical and Economic Specifications of Demo Sites

<p>Please click on the icon to open the documents (word version only).</p> <p>Note: This option is unavailable in the pdf document and comprises recent submissions for deliverable tasks 3.3, 3.4, 3.5</p>	 <p>URBAN_GREENUP_ D3.3_Technical_Spec</p>
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Appendix 1



Liverpool
City Council

Contract Standing Orders 2018/19

Document Owner: Head of Commercial



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¹ Theoretical numeration as an example and not coinciding with this deliverable page numbering



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AN INTRODUCTION TO CONTRACT STANDING ORDERS

These Contract Standing Orders (CSOs) (issued in accordance with section 135 of the 1972 Local Government Act) are intended to promote good purchasing practice and public accountability and deter corruption.

Officers responsible for purchasing must comply with these CSOs; failure to do so is a disciplinary offence. These CSOs lay down minimum requirements and a more thorough procedure may be appropriate for a particular contract. Employees have a duty to report breaches of CSOs to an appropriate senior manager, the Head of Procurement Commercial Unit and the Divisional Manager, Audit and Risk.

Key considerations for all officers engaged in purchasing works, goods, services and property transactions include:

- Engage with the Commercial Procurement Unit (in these rules the “CPU”) to establish whether or not there is an existing contract or other joint purchasing arrangement or framework agreement that can be used before undergoing a competitive process.
- Taking all necessary legal, financial and professional advice.
- Declaring any pecuniary or other prejudicial interest in a contract or procurement exercise. Corruption is a criminal offence.
- Conducting any value for money review and appraise the purchasing need in line with the Council’s Commissioning Toolkit
- Taking into account the Council’s commitment to its Jobs and Skills policy and the Public Services (Social Value) Act 2012.
- Ensuring that your financial requirements are reasonable and proportionate and that any pre-qualification assessment is risk-based so as not to unfairly exclude SMEs / VCSEs / new businesses and in accordance with the PCR.
- Keeping bids confidential.
- Complete a written contract or purchase order before supply or works begin.
- Identifying a Named Contract Manager with responsibility for ensuring the contract delivers as intended.
- Ensuring that all contracts over £5,000 are entered onto the central Contracts Register and kept up to date with any changes over the life of the contract.
- Keeping records of dealings with suppliers. Where there is a requirement for communication to be in writing this shall be deemed to include email and fax transmissions as well as hard copy.
- Evaluating the performance of each contract to see how well it has met the purchasing need and Value for Money requirements.



- Sharing with all bidders any questions or clarifications sought by a supplier and the responses or further information provided unless the answer is supplier specific (i.e. confidential to that supplier).
- Recording centrally all quotes, bids, queries and any supplementary information provided by the supplier on the eProcurement system or a network drive agreed by the Head of the Commercial Procurement Unit.



SCOPE OF CONTRACT STANDING ORDERS

1. RULE 1: BASIC PRINCIPLES

1.1 All purchasing and disposal procedures must:

- Achieve Value for Money for public money spent.
- Be consistent with the highest standards of integrity.
- Ensure fairness in allocating public contracts.
- Comply with all legal requirements.
- Support the Council's strategic and departmental aims and policies.
- Comply with the Council's Procurement Strategy, and other relevant policies.
- Be subject to the category management methodology where appropriate.
- Comply with the Public Contracts Regulations 2015 ("PCR"), the Concession Contracts Regulations 2016 ("CCR") and associated EU legislation where applicable.

1.2 All officers engaged in purchasing and disposal must

- Ensure that any irrelevant considerations do not influence any contracting decision.
- Ensure that no commercial agreement with a supplier, contractor or provider over £100,000 is entered into without sign-off from the Director of Finance and Resources.
- Obtain the relevant financial, legal and in some instances technical approval before entering into a contractual commitment with a supplier, contractor or provider.
- Ensure procurement activity is conducted via an approved source to pay process utilising a source to pay system approved by the Director of Finance and Resources.
- Ensure financial approval, separation of duties, standing orders and Financial Regulations are applied to all procurement activity.
- Ensure assurances are sought that potential suppliers do not engage in union blacklisting and provision is made to terminate a contract where such activity is identified.



2. RULE 2: ROLES AND RESPONSIBILITIES

2.1 Officers

2.1.1 Officers responsible for purchasing or disposal must comply with these CSOs, Financial Regulations, the Employees' Code of Conduct and with all UK and European Union legal requirements. Officers must ensure that any agents, consultants and contractual partners acting on their behalf also comply.

2.1.2 Officers must:

- Engage with CPU for all purchasing requirements over £5,000.
- Engage with the CPU to establish whether a suitable contract or framework agreement exists before seeking to let another contract. Where a suitable contract or framework agreement exists, consideration should be given as to whether or not this should be used. Keep all the records required by Rule 9.
- Seek the advice of the CPU, as well as all other necessary legal, financial and professional advice.
- Adhere to professional codes of ethics, e.g. the Chartered Institute of Purchasing and Supply Code of Conduct.
- In formulating relevant specification and evaluation criteria, in consultation with the CPU, consider the LCC Fair City Policy statement and adherence to the Public Sector (Social Value) Act 2012 where appropriate.

2.1.3 Officers must comply with the Council's Employees Code of Conduct and must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the Officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a criminal offence under the Bribery Act 2010. Officers must comply with s117 of the Local Government Act 1972 in relation to the declaration of interest in contracts.

2.1.4 Where any employee, either of the Council or of a service provider, may be affected by any transfer arrangements, Officers must ensure that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) are considered and obtain legal and personnel advice before proceeding with inviting tenders or quotations.



2.2 Senior Responsible Officer

2.2.1 This is the head of the relevant procuring department and includes the Chief Executive, Directors, Assistant Directors, City Solicitor and Divisional Managers or authorised representative(s) of those officers.

2.2.2 Senior Responsible Officers must:

- Ensure all staff comply with these Contract Standing Orders.
- Assign a Named Contract Manager for each contract.
- Ensure that information on which procurement and contract decisions are made is complete and accurate.
- Ensure all staff dealing with procurement in their area are fully aware of these CSOs.

2.3 Named Contract Manager

2.3.1 The Named Contract Manager has operational responsibility for the delivery of contractual outcomes through effective commercial contract management arrangements. For each of the contracts under their responsibility the Named Contract Manager must:

- Work with the CPU to ensure adequate KPI's (Key Performance Indicators) or other relevant measures are embedded within contractual arrangements.
- Ensure, in consultation with the CPU, that there are adequate commercial contract management arrangements in place, which adhere to the Council's Contract Management Toolkit.
- Provide performance reports to senior officers as required.
- In conjunction with CPU, ensure any procurement activity is scheduled in a timely manner.
- Address any issues on the contract and escalate these where necessary.
- Liaise with CPU to ensure the Council's Contracts Register holds up to date information on contracts under their responsibility.

2.4 Head of Commercial Procurement Unit

2.4.1 The responsibilities of the Head of Commercial Procurement Unit include:

- Ensuring arrangements are in place to keep proper records of all contracts held and an audit trail of actions taken.
- To sign relevant contracts for goods, services and concessions with a total contract value of £5,000 or more, and contracts for works with a total contract value up to £100,000.



- To hold electronic, version controlled copies of all contracts.
- To keep a central record of any exemptions to CSOs.
- To ensure there are appropriate monitoring arrangements in place for all contracts.
- Managing the Council's procurement work plan
- To provide procurement guidance and training.
- Managing the Council's Contracts Register.
- Monitor compliance with these CSOs and any constitutional requirements.
- Comply with the reporting requirements under the PCR.

2.5 City Solicitor

2.5.1 The responsibilities of the City Solicitor include:

- To affix the Council's seal to any contract for works with a total contract value of more than £100,000.
- To ensure Legal Services holds all original sealed contracts for works with a total contract value of more than £100,000.

3. RULE 3: RELEVANT CONTRACTS

3.1 All contracts, excepting contracts of employment, which make an individual a direct employee of the Council, must comply with these CSOs. A contract is any arrangement made with a third party by, or on behalf of, the Council for the carrying out of works or for the supply of goods, materials or services and the sale and purchase of property. These include arrangements for:

- The carrying out of construction and engineering works.
- The supply or disposal of goods.
- The hire, rental or lease of goods or equipment.
- The delivery of services.
- The sale and purchase of property (under Rule 13).
- Contracts for concessions (see Rule 12.4).
- The engagement of Consultants as per Rule 12.3 pursuant to a contract for services.



4. RULE 4: EXEMPTIONS

4.1 In exceptional circumstances, a waiver of certain CSOs may be required in order to properly achieve the Council's aims. All applications for waivers must be fully justified. Advice should be sought from the CPU to assist in the decision making process and no discussions should be held with suppliers until such advice has been sought. Exemptions cannot be sought or granted retrospectively. All applications for waiver must be notified to the CPU.

4.2 An exemption may only be sought in the following circumstances:

- Where the goods, works or services are **required urgently**, where this urgency has been brought about by events that were unforeseeable by and not attributable to the Council;
- Where the goods, works or services are of a **specialist nature** such that competitive prices cannot be obtained;
- To develop a **pilot service**, where it can be demonstrated that there is no market, or where the market is not sufficiently developed;
- To engage an **artistic performer**, to appear at an event or function of a sporting, cultural, civic or business nature of which the Council is the owner; and
- Arrangements involving **sponsorship**.

4.3 The justification for the requirement to waive CSOs should be fully documented and should detail which of the CSOs are to be waived. All supporting documentation should be presented to the CPU alongside the waiver request. Details of all waivers will be retained by the CPU for monitoring purposes and recorded on a central register.

4.4 Applications to waive CSOs can only be approved as follows:

Total Value of Contract	Approval Required
Up to £100,000	Relevant Director or Assistant Director or the Chief Executive and Head of Commercial Procurement Unit (or nominated representative)
Over £100,000	Relevant Director or Assistant Director or the Chief Executive and Director of Finance and



	Resources.
Over £500,000 / Key Decision	Cabinet
Urgent Key Decision	The Chief Executive, Director of Finance and Resources, the Mayor and the Chair(s) of the relevant Select Committee(s)

4.5 CSOs do not apply in an emergency where the Council needs to obtain goods, supplies, or materials and/or carry out works to preserve life or property or prevent serious disruption to Council services. In such circumstances, the Senior Responsible Officer may place an order for the goods, services or works required. Following this a report must be made detailing the action taken and expenditure incurred. This should be made to the Relevant Director for expenditure under £100,000 and to the next Chief Executive's Management Team for expenditure over £100,000. A copy should also be sent to the CPU.

4.6 EU legislation must be followed and no exemptions can be used if to do so would breach the EU Procurement rules applicable to the procurement activity. Details of the EU procurement value thresholds can be obtained through the CPU.

5. RULE 5: COLLABORATIVE PROCUREMENT ARRANGEMENTS

5.1 In order to secure Value for Money, the Council may enter into collaborative procurement arrangements. The Senior Responsible Officer must consult with the CPU to establish whether collaboration is the appropriate procurement vehicle. Consultation may also be required with the Director of Finance and Resources and the City Solicitor if the proposal is to enter into collaborative procurement arrangements with another local authority, government department, statutory undertaking or public service purchasing consortium.

5.2 Any contracts or frameworks entered into through collaboration with other local authorities or other public bodies, where a competitive process has been followed that complies with the CSOs of the leading organisation, will be deemed to comply with these CSOs and no exemption is required. Advice should be sought from the CPU about the facilitation of further competition within such frameworks.

5.3 All purchases made via a Central Purchasing Body (as defined in PCR) are deemed to comply with these CSOs and no exemption is required.



6. RULE 6: CONTRACT EXTENSIONS

- 6.1 A contract can be extended before the expiry date where it is in accordance with its terms and has been subject to robust commercial challenge to demonstrate it offers the best value for money option. Named Contract Managers must be aware of contract expiry dates and the requirements and dates of any extension and ensure that contract reviews are undertaken prior to the expiry or extension date to avoid unnecessary contract extensions. The CPU will issue a reminder to the Named Contract Manager six to 12 months in advance of a contract expiry date or contract extension expiry date based on the information held in the Contracts Register. All decisions in respect of utilising contract or framework extension options should be taken in consultation with the CPU.
- 6.2 Where a contract to be awarded under the EU Procedure is to include a provision for extension this must be stated at the outset in the OJEU procurement advertisement and in the contract award notice.
- 6.3 All proposals for contract extensions must go through a check and challenge process with CPU in line with procurement governance. The extension must be detailed in writing and subject to approval as detailed below:

Total Value of Contract	Approval Required
Up to £100,000	Relevant Director or Assistant Director or the Chief Executive or Head of Commercial Procurement Unit (or nominated representative).
Over £100,000	Relevant Director or Assistant Director or the Chief Executive in consultation with the Director of Finance and Resources.
Over £500,000	Cabinet

- 6.4 Extensions of contracts must not be for more than the extension period stated in the original contract. Once a contract has expired, it cannot then be extended. Suppliers must be notified of the decision to extend in advance of activating the extension in accordance with the terms of the contract.



7. RULE 7: CONTRACT VARIATIONS

- 7.1 All contract variations must be within the scope of the original procurement exercise and must satisfy regulation 72 of the Public Contracts Regulations 2015 (where the value of the contract exceeds the statutory threshold). Contract variations that materially affect or change the scope of the original contract are not allowed. Advice should be sought from the CPU.
- 7.2 All contract variations costing over £5,000 must go through a check and challenge process with the CPU. The proposed variation must be detailed in writing and subject to approval as detailed below:

Total Value of Contract	Approval Required
Up to £100,000	Relevant Director, Assistant Director or the Chief Executive or Head of Commercial Procurement Unit (or nominated representative)
Over £100,000	Relevant Director, Assistant Director or the Chief Executive in consultation with the Director of Finance and Resources
Over £500,000	Cabinet

- 7.3 All contract variations must be in writing with sufficient detail to avoid ambiguity and signed by both the Council and the Contractor. The CPU will update the Contracts Register accordingly.



COMMON REQUIREMENTS

8. RULE 8: STEPS PRIOR TO PURCHASE

8.1 Demand Management

8.1.1 The proposed purchase should be considered from a demand management perspective by appraising the need and priority of the expenditure and any available alternatives. There must be adequate budget provision available for all contracts entered into.

8.2 Commissioning

8.2.1 For contracts above EU thresholds under the PCR consideration is to be given to dividing contracts into lots to encourage SME participation, Where lots are not used reasons are to be set out in the procurement documents or in the individual report on the contract by the CPU as required under PCR Regulation 84.

8.2.2 For contracts subject to procurement under the PCR all procurement documents, which includes the technical specifications and conditions of contract, shall be available electronically free of charge from the date of publication of a notice in OJEU or the date on which an invitation to confirm interest is sent when a prior information notice is used as set out in the PCR.

8.2.3 In all cases the Council's approved approach to Commissioning should be followed. Further detail can be obtained from CPU.

8.3 In-House Services

8.3.1 It should be established whether there is an existing in-house provider with the capacity to meet the need identified. Where these exist they should be used unless there are exceptional reasons not to do so whereby approval must be obtained from the relevant Senior Responsible officer and the Director of Finance & Resources. The Director responsible for the in house provider must be notified of any such requests for approval.

8.4 Local Authority Trading Companies

8.4.1 The awarding of contracts to local authority trading companies (owned either wholly by the Council or in conjunction with another local authority) or the collaboration between public bodies to provide services may be exempt from the requirements of the Public Contracts Regulations 2015. However, Officers should nevertheless seek



the advice of the CPU or the City Solicitor before contracts are awarded to such a company.

8.5 Corporate Contracts

8.4.1 Where there is a corporate contract already in place this should be utilised unless there are exceptional reasons not to do so and an exemption is obtained pursuant to rule 4. A list of all corporate contracts is available on the intranet and further detail can be obtained from CPU.

8.5 Framework Agreements

8.5.1 Where the requirement is covered by a national, regional, sub-regional or local framework this should be utilised unless it can be demonstrated not to offer value for money. A Procurement Initiative Plan (PIP), which includes a procurement options appraisal, should be facilitated by the CPU before a decision is made to utilise a framework.

8.6 Circumstances where more than one existing arrangement applies

8.6.1 Where more than one of the arrangements outlined at 8.3, 8.4 and 8.5 exists to meet the purchasing requirement an assessment should be undertaken and documented to determine which option offers the best value for money. The relevant Assistant Director should approve the selected option. Where the estimated value is over £100,000, approval should also be sought from the Director of Finance and Resources.

8.7 Estimating the Contract Value

8.7.1 Contract values should be calculated by working out the annual price and multiplying it by the contract length (including any possible periods of contract extension). Estimates should be prepared in advance of inviting tenders or quotations and should be detailed in the Pre-Procurement Business Case.

8.7.2 For concession contracts the value of a concession is to be calculated on the basis of the total turnover of the concessionaire generated over the duration of the contract, net of VAT, in consideration for the works and services that are the object of the concession as well as for the supplies required for such works and services.

8.7.3 Contract values must not be artificially split to avoid the application of these CSOs, relevant EU or other legislation or the requirements of the Council's Constitution.



8.8 Pre-Procurement Business Case

8.8.1 It is best practice to complete a Pre-Procurement Business Case for all procurement exercises, and a mandatory requirement for all procurements over £100,000. The Council's standard template must be used. In completing the Pre-Procurement Business Case, regard must be had to relevant statutory duties on the Council, including the provisions of the Public Services (Social Value) Act 2012.

8.9 Approvals

8.9.1 Approval to tender for a contract should be sought from the Relevant Director/Assistant Director or Divisional Manager in writing. Evidence of this approval must be retained.

8.9.2 For all procurement exercises (including concession contracts) with an estimated value over £100,000 the following approvals are required:

Total Value	Approval Required
£100,000 to £500,000	Relevant Director, Assistant Director and the Director of Finance and Resources in consultation with the Relevant Cabinet Member
Above £500,000 / Key Decision	Cabinet
Urgent Key Decisions	The Chief Executive, Director of Finance and Resources, the Mayor and the Chair(s) of the relevant Select Committee(s)

8.9.3 Any proposed material changes to the procurement process or business case following the approval in 8.9.2 above should be re-submitted for approval in-line with 8.9.2.

9. RULE 9: RECORDS

9.1 All prices and services quoted should be submitted, confirmed and recorded in writing.



9.2 Where the Total Value is less than £5,000, the following records must be kept:

- A unique reference number for the contract and the title of the contract, or the purchase order details.
- Any invitations to quote/tender and quotations/tender received.
- Any exemptions and the reasons for them.
- Any contracting decision and the reasons for it including the evaluation of the quotation/tender.
- Written records of communications with the successful contractor.

9.3 Where the Total Value exceeds £5,000 the following records must be kept:

- A unique reference number for the contract and the title of the contract recorded on the Council's Contracts Register.
- The method for obtaining bids.
- Any contracting decision and the reasons for it.
- Any exemptions and the reasons for them.
- The award criteria in descending order of importance.
- Tender documents sent to and received from bidders.
- Scoring and evaluation documentation.
- Pre-tender market research.
- Clarification and post-tender negotiation.
- The contract documents.
- Post-contract evaluation and monitoring.
- Communications with bidders and with the successful contractor throughout the period of the procurement.

9.4 Electronic, version-controlled copies of all contracts will be held by CPU.

9.5 Records required by this rule must be stored securely and retained for the period(s) specified in the Council's Retention and Disposal Schedule.



10. RULE 10: ADVERTISING FOR POTENTIAL CONTRACTORS/SUPPLIERS

10.1 Contracts exceeding the PCR threshold

10.1.1 For contracts subject to the full PCR regime, the Council must advertise the contract opportunity by publication of a notice in the OJEU. The Council may make known its intentions of planned procurements up to 12 months ahead through the publication of a Prior Information Notice (“PIN”). In certain circumstances, a PIN could also be used to start the statutory procurement process.

10.1.2 In absence of a PIN, a Contract Notice is the usual manner in which the procurement procedure is commenced.

10.1.3 The appropriate advice around issuing a notice will be given by the CPU and a decision made in line with procurement governance.

10.2 Contracts below the PCR threshold

10.2.1 For contracts falling below the relevant statutory thresholds within the PCR, the Council is not obliged to publish a notice in the OJEU. However, if the Council is going to advertise the contract opportunity, then it must include advertisement on the Contracts Finder portal.

10.2.2 Where a below-threshold contract is to be funded by European Union funds, officers must seek the advice of the CPU and the City Solicitor in respect of requirements to advertise in order to ensure transparency of the procedure and compliance with funding requirements.

10.3 Identifying and Assessing Potential Contractors/Suppliers

10.3.1 Where a contract has an estimated value below £5,000, the Senior Responsible Officer is responsible for ensuring that the selection of organisations from whom quotations are sought is fair and open. Appropriate criteria should be used and the CPU should be consulted if in doubt.

10.3.2 Where a contract has an estimated value exceeding £5,000 and up to £24,999 a quotation or tender exercise will be undertaken by the CPU.

10.3.3 Where a contract has an estimated value of between £25,000 to £100,000 a tender exercise may be undertaken by the CPU as set out in rule 12.2.1. Where the opportunity is to be advertised, it must be advertised on the Council’s eProcurement system and Contracts Finder for the purposes of Part 4 of the PCR. Any contract



above £100,000 and under the EU threshold must be advertised on the Council's eProcurement system and on Contracts Finder.

10.3.4 For above EU threshold contracts for goods, works or services the requirement is to advertise on OJEU and on Contracts Finder.

10.3.5 For above EU threshold PCR Schedule 3 Social and Other Specific Services which are under the "light touch" regime the requirement is to advertise on OJEU and Contracts Finder. Please see rules 22-25 below for detailed provisions relating to the "light touch" regime.

10.3.6 Bids should be encouraged from a wide range of providers. Proper account should be taken at all times of the legislation relating to social value including the Public Services (Social Value) Act 2012 where applicable. The latter should be considered in consultation with the CPU at an early stage.

10.4 Pre-Qualification of Contractors/Suppliers

10.4.1 Pre-qualification stage is not permitted for contracts below EU threshold for goods and services. Officers should seek advice from the CPU in respect of the procurement process and use of suitability assessment questions where relevant and proportionate having regard to any guidance issued by the Cabinet Office.

10.4.2 Where the contract value is above the relevant EU threshold officers shall have regard to any guidance issued by the Cabinet Office on qualitative selection of economic operators.

10.4.3 For over EU threshold for goods and services, financial vetting is to be undertaken on a risk basis based on the nature and value of the goods, works or services to be provided. The minimum yearly turnover that economic operators are required to have shall not exceed twice the estimated contract value except in in duly justified cases such as by reference to special risks attached to the particular procurement and only then with the approval of the Director of Finance and Resources.

10.4.4 For all contracts over £250,000, consideration should be given to the requirement for a bond/parent guarantee by the Senior Responsible Officer in consultation with the Director of Finance and Resources and the City Solicitor. This should be outlined in the Pre-Procurement Business Case.

10.4.5 Such bonds/guarantees shall only be released upon satisfactory completion of the contract or upon the expiry of the contractual defects liability period providing there are no outstanding claims against the contractor.



10.4.6 Pre-qualification can only be used to assess the ability of the bidder to perform the contract in question (selection criteria) and must not be used to assess how a contractor will perform the contract (award criteria, see Rule 15).

11. RULE 11: FRAMEWORK AGREEMENTS

11.1 Contracts based on framework agreements may be awarded by either:

- Applying the terms laid down in the framework agreement (where such terms are sufficiently precise to cover the particular call-off) without reopening competition; or
- Holding a mini competition in accordance with the terms and conditions of the framework agreement.

11.2 The Senior Responsible Officer and the Named Contract Manager, in consultation with the CPU who will perform an options appraisal by way of a PIP, should satisfy themselves that use of an existing framework will deliver value for money for their requirements.

11.3 Where it is proposed to use a framework agreement set up by a Central Purchasing Body, the relevant Category Manager in consultation with the Head of Commercial Procurement Unit shall ensure that the Council fulfils the obligations of those parts of the procedure of the framework which the Council is responsible for.



CONDUCTING PURCHASE AND DISPOSAL

12 RULE 12: COMPETITION REQUIREMENTS FOR PURCHASING

12.1 Introduction

12.1.1 An Officer must not enter into separate contracts nor select a method of calculating the Total Value in order to minimise the application of these CSOs, the PCRs or any other applicable procurement legislation.

12.1.2 Where Officers propose to enter into a contract which falls under the Light Touch regime, the procedures set out in rules 22-25 of these CSOs must be followed.

12.2 Purchasing – Competition Requirements

12.2.1 Subject to rule 12.2.5, where the Total Value for a purchase is within the values in the first column below, the requirements of the second and third columns apply as a minimum:

Total Value	Procurement Method	Competition Requirements
Up to £5,000	At least two written quotations are to be sought and a record kept to justify why this option has been chosen (e.g. lowest cost, best value for money).	At least two written quotations
£5,000 - £24,999	To be procured through the CPU's Category Management Team, except with the consent of the Director of Finance and Resources.	A quotation or tender exercise to be undertaken by the CPU
£25,000 - £100,000	To be procured through the CPU's Category Management Team, except with the consent of the Director of Finance and Resources.	A tender exercise to be facilitated by the CPU. If advertised, must include advertising on the Council's



		<p>eProcurement system and on Contracts Finder.</p> <p>With a minimum return of 2 tenders (subject to Rules 12.2.4 and 17.5)</p>
Over £100,000 and below EU threshold	To be procured through the CPU's Category Management Team, except with the consent of the Director of Finance and Resources.	All opportunities must be advertised on the Council's eProcurement system and on Contracts Finder.
Above EU threshold for Goods, Services and Works	To be procured through the relevant CPU Category Management Team following EU compliant procedures.	OJEU and Contracts Finder
<p>Above threshold PCR Schedule 3 Services – Social and Other Specific Services (“light touch regime”)</p> <p>(Please refer to Schedule 3 of the PCR for list of light touch regime services)</p>	To be procured through the relevant CPU Category Management Team following EU compliant procedures.	OJEU and Contracts Finder



- 12.2.2 If it intended to use the restricted procedure, competitive dialogue procedure or the competitive procedure with negotiation the number of suppliers selected must be sufficient to ensure a genuine competition. There needs to be a minimum of five for the restricted procedure, and three for the competitive dialogue and competitive procedure with negotiation (unless the Director Finance and Resources is satisfied that there are insufficient suitable suppliers).
- 12.2.3 Where it can be demonstrated that there are insufficient suitably qualified bidders to meet the competition requirements, all generally qualified bidders must be invited. In all cases, full documentation must be kept recording the reasons why fewer than the required numbers were obtainable or received.
- 12.2.4 Where only one tender is received, additional approvals are required (see 17.5).
- 12.2.5 Where funding for a project has been obtained from a third party body (including where EU funding is concerned), the conditions of the relevant grant/funding agreement and relevant guidance issued by that body shall be followed in relation to procurement of any works, services and supplies arising from the project. Where the conditions of such grant/funding agreements and/or guidance documents conflict with these CSOs, the provisions of the grant/funding agreements and/or guidance documents shall prevail.
- 12.2.6 In cases where purchases below the relevant EU threshold (details of which can be obtained from the CPU) are being undertaken, the CPU shall assess whether there is cross-border interest in the relevant purchase and where this is the case, the procurement procedure must, in addition to the minimum requirements in 12.2.1, adhere to any guidance of the EU Commission in relation to below-threshold procurement (which may include advertising of the opportunity and a competitive process being undertaken).

12.3 The Appointment of Consultants to Provide Services

- 12.3.1 Consultant architects, engineers, surveyors and other professional consultants shall be selected and commissions awarded in accordance with the procedures detailed within these CSOs and where relevant following the competition requirements outlined at 12.2 above.
- 12.3.2 Unless other procedures take precedence such as existing frameworks all engagements of individuals who are acting through a company to provide their services to the Council (such as consultants, locum or interim officers and so on) should follow the Recruitment Process for off Payroll Workers (IR35). This will not, however, affect consultancy and other professional service firms who are being



procured – it will only apply to individuals who trade through a company (in which they are usually the sole or majority shareholder and director). In such cases, the advice of HR and/or the CPU shall be obtained before proceeding with the procurement.

12.4 Awarding of concession contracts

12.4.1 From 18 April 2016, where the Council proposes to let a works or services concession contract, which exceeds the statutory threshold in value, it must advertise the contract opportunity by publishing a notice in the OJEU.

12.4.2 In most cases the opportunity must be advertised by a Concession Notice. However, for certain health, education, social care, cultural, legal and postal services, a PIN must be published instead. The CPU will advise on the appropriate notice to use in each case.

12.4.3 Subject to some specific requirements, which the CPU and City Solicitor will be able to advise on, the Council is free to establish its own procedures to select concessionaires and award the concession.

12.4.4 Concessions awarded to local authority-owned trading companies and concession agreements establishing collaboration with other contracting authorities may be exempt from the CCRs, but in such cases advice of the City Solicitor must be sought at an early stage.

12.4.5 In all cases (including where the CCRs do not apply), these CSOs must be adhered to.

13 RULE 13: SALE, DISPOSAL, PURCHASE AND LETTING OF PROPERTY AND ASSETS

13.1 In disposing of Council assets, including land and interest in property, the Head of Business Unit/Assistant Director must seek to obtain the best consideration for the Council in compliance with all relevant legislation and Council policies. For approvals required for the sale of land and property, Divisional Managers/Assistant Directors must refer to the Assistant Director Physical Assets.

13.2 The Code of Procedure for instructions for receipt, custody and opening of tenders shall be applied to tenders where payment is to be received by the Council.

13.3 The Assistant Director Physical Assets may approve and accept the highest tender for the disposal or sale of land and property where the income receivable is less than £5,000 (subject to compliance with CSOs).



- 13.4 For disposals or sale of land or property where the income receivable is greater than £5,000, the highest tender may be approved and accepted by the Director of Regeneration and Employment in consultation with the Cabinet Member for Finance and Resources. Any tender other than the highest shall not be accepted except as authorised by Cabinet. Officers are referred to the Scheme of Delegation for further information.
- 13.5 Disposals (whether by lease, licence or sale of freeholds) of the type of land, to the persons, or in the circumstances set out below shall be by way of negotiation by private treaty unless the Director of Regeneration and Employment recommends disposal by way of public auction or public tender.
- (i) Existing lessees purchasing the freehold or re-negotiating or extending the terms of an existing lease.
 - (ii) Industrial estate leases where supply exceeds demand.
 - (iii) Shop leases on Council-owned residential estates and Shopping Centres where the supply exceeds demand.
 - (iv) Disposal of property in the approved Housing programmes to a registered provider approved by the Homes and Communities Agency.
 - (v) Disposals of property under the Right to Buy Legislation.
 - (vi) Disposals of property under the provisions of the Leasehold Reform Act 1967.
 - (vii) Disposals of garden land to adjoining or adjacent owners.
 - (viii) Disposals of property to a developer of adjoining land who has an approved scheme and requires such property to complete the scheme.
 - (ix) Disposals of property to developers who are proposing schemes that will have a regenerating effect on the City and investment, which in the view of the relevant Director in consultation with the relevant Cabinet Member and the Cabinet Member for Finance and Resources, could be prejudiced by inviting tenders.
- 13.6 The disposal of assets (other than land or buildings), shall be carried out in accordance with Financial Regulations.



14. RULE 14: PRE-TENDER MARKET RESEARCH AND CONSULTATION

- 14.1 Subject to Rule 14.2 below, the senior responsible officer for the purchase of goods, works or services may engage with potential suppliers prior to the commencement of any procurement process in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters provided this is not anti-competitive or a breach of transparency and non-discrimination principles. The CPU can advise on and facilitate pre-market engagement and soft market testing.
- 14.2 The Officer responsible for the purchase where a supplier has been engaged prior to the procurement must ensure that the relevant information is disseminated amongst all bidders to ensure a level playing field and that bid deadlines are set. There is a presumption that a bidder with prior engagement will only be excluded if there is no other way to ensure equality of treatment amongst bidders. Advice and guidance should be sought from the CPU.

15. RULE 15: STANDARDS AND AWARD CRITERIA

- 15.1 The Officer together with the CPU must ascertain the standards necessary to properly describe the subject matter of the contract having regard to any relevant British, European or international standards. The City Solicitor must be consulted if it is proposed to use standards other than accepted industry standards.
- 15.2 The Officer in consultation with the CPU must define Award Criteria that are appropriate to the purchase and designed to secure an outcome giving Value for Money for the Council. The Award Criteria should be determined in advance and approved by the Senior Responsible Officer. The basic criteria shall be one of the following:
- 'Lowest price' where payment is to be made by the Council; or
 - 'Highest price' where payment is to be received; or
 - 'Most economically advantageous tender' ('MEAT') which may be established on the basis of price (which corresponds with lowest price) or cost which may take into account a cost effectiveness approach such as life-cycle costing and may include best 'price-quality ratio' as assessed on basis of criteria such as qualitative, environmental and/or social aspects linked to the subject-matter of the contract in question.

The award criteria for contracts subject to procurement under the PCR shall be on the basis of MEAT.

- 15.4 Award Criteria must not:



- Include non-commercial considerations other than those permitted by legislation including the Public Services (Social Value) Act 2012.
- Include matters that discriminate against suppliers from the European Economic Area or signatories to the Government Procurement Agreement.
- Be amended once they have been published to potential bidders.

16. RULE 16: INVITATIONS TO TENDER / QUOTATIONS

16.1 The invitation to tender shall state that the Council reserves the right to reject a tender that is not received by the date and time stipulated in the invitation to tender. No tender delivered in contravention of this requirement shall be considered without the City Solicitor's prior approval and shall not be considered under any circumstances when it is received after the other tenders have been opened.

16.2 All invitations to tender shall include the following:

- A specification that describes the Council's requirements in sufficient detail to enable the submission of competitive offers.
- A requirement for bidders to declare that the tender content, price or any other figure or particulars concerning the tender have not been disclosed by the bidder to any other party (except where such a disclosure is made in confidence for a necessary purpose).
- A requirement for bidders to fully complete all tender documents including a form of tender and certificates relating to canvassing and non-collusion.
- Notification that tenders are submitted to the Council on the basis that they are compiled at the bidder's expense.
- A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms and if possible in descending order of importance.
- That the Council uses an e-Procurement system for undertaking all tendering exercises and only submissions received through the e-Procurement system will be considered and evaluated. Paper copies, CDs and other electronic formats will not be accepted.

16.3 All invitations to tender/quotation must specify the goods, services or works that are required, together with the terms and conditions of contract that will apply.

16.4 The invitation to tender/quotation must state that the Council is not bound to accept any tender or quotation and may cancel any procurement exercise at any time at its sole discretion.

16.5 Tenders must be obtained by one of the following methods:



- Open Procedure
- Restricted Procedure
- Competitive Procedure with Negotiation
- Competitive Dialogue Procedure
- Innovation Partnerships Procedure

See Appendix B for definitions of the above procurement methods. Further details can be obtained from the CPU.

Negotiated Procedure without prior publication can only be used in exceptional circumstances as set out in the PCR that include where, for technical or artistic reasons or because of the protection of exclusive rights, the contract can only be carried out by a particular supplier. The prior approval of the Director of Finance and Resources and the City Solicitor is required to use this procedure.

17. RULE 17: SUBMISSION, RECEIPT AND OPENING OF TENDERS / QUOTATIONS

- 17.1 Every pre-qualification questionnaire and invitation to tender / request for quotation shall bear the title of the contract and the date and time for opening. Bidders must be given an adequate period in which to prepare and submit a proper quotation or tender consistent with the complexity of the contract requirement. Timescales for EU procurements are included in Appendix C.
- 17.2 As of January 2016, bidders can confirm compliance with basic requirements (basic selection criteria, mandatory exclusion and professional standing) by submitting a signed and completed copy of the European Single Procurement Document. The Council is required to accept this document.
- 17.2 All tenders must be returned in accordance with the invitation to tender. The Council uses an e-Procurement system for undertaking all tendering exercises and only submissions received through this will be considered and evaluated.
- 17.3 The Officer must not disclose the names of potential bidders to any staff involved in the receipt, custody or opening of tenders.
- 17.4 SQs and RFQs will be opened electronically by the lead procurement officer managing the tender exercise. Tenders submitted via the Council's e-procurement system will be opened electronically by a nominated officer from the CPU after the date and time for the receipt of completed submissions. Legal Services shall be responsible for opening any tenders that are not submitted via this system (including tenders for disposal of land by the Council).



17.5 Where only one tender is received, the Head of Commercial Procurement Unit will make the decision as to whether the contract should be awarded or re-tendered. For contracts over £100,000, the Head of Commercial Procurement Unit shall also consult with the City Solicitor.

18. RULE 18: CLARIFICATION PROCEDURES

18.1 Providing clarification of an invitation to tender to potential or actual bidders or seeking clarification of a tender whether in writing or by way of a meeting is permitted. This includes issues of genuine ambiguity, liaison arrangements and arrangements for interview or site visits.

18.2 Any communication with tenderers should be sent via the e-procurement system for audit purposes. Where tenders are submitted that have errors that are a result of the tender forms themselves being incorrect then all bidders must be advised of the mistakes and corrections and be given equal opportunity to make appropriate adjustments to their tender submissions.

18.3 In certain restricted circumstances it may be acceptable to clarify amendments to tender prices. This must be done in a manner that does not disadvantage other tenderers and must be fully documented. Officers should take advice from the CPU before carrying out post-tender clarifications especially where the contract is subject to the EU rules. No negotiations of tender prices or terms shall be allowed.

19. RULE 19: EVALUATION

19.1 Contracts must be evaluated by suitably experienced officers and awarded in accordance with the pre-determined criteria. During this process, Officers shall ensure that submitted tender prices are compared with any pre-tender estimates and that any discrepancies are examined and resolved satisfactorily. All notes evidencing the evaluation and scoring of tenders must be retained.

20. RULE 20: POST TENDER DISCUSSION AND NEGOTIATION

20.1 Post-tender negotiations under the EU Procedure can only be undertaken on the grounds allowed for such specified in the EU Procedure.

20.2 Where EU Procedure does not apply, post-tender discussions may be used where the estimate for the contract is exceeded by the tenders most likely to succeed, or where the Senior Responsible Officer or lead Procurement Officer has knowledge of the market at the time and believes that such discussions could offer better value for money. The procedure for this is as follows:



- (i) Where consideration is being given to changes in respect of price, prior approval to proceed must be obtained in advance from the City Solicitor and Head of Commercial Procurement Unit. In other cases prior approval must be obtained in advance from the Head of Commercial Procurement Unit.
- (ii) No post-tender discussions shall be conducted by a single officer and all discussions must include at least two officers including an officer from CPU.
- (iii) All bidders must be invited to amend their tender in those areas where the Council is seeking movement. These invitations must be in writing through the e-Procurement system.

20.3 Officers appointed to carry out post-tender negotiations should ensure that there are recorded minutes of all discussion and negotiation meetings and that both parties agree actions in writing.

20.4 Where post-tender negotiation would result in a fundamental change to a relevant contract or framework agreement (such as to the specification or price) which would be likely to distort competition, the contract or agreement must not be awarded but retendered.

21. RULE 21: AWARD OF CONTRACTS AND FRAMEWORK AGREEMENTS AND DEBRIEFING BIDDERS

21.1 Senior Responsible Officers may accept tenders and quotations received in respect of proposed contracts and framework agreements, provided they have been sought and evaluated fully in accordance with these CSOs.

21.2 All contract and framework agreement awards must be signed off by the relevant Assistant Director / Director subject to rule 21.3. No contract or framework agreement shall be entered into unless also authorised in accordance with the Constitution and Scheme of Delegation.

21.3 In addition, for all contracts in excess of £100,000 the following approvals must also be sought to award the contract:

Total Value	Approval Required
£100,000 to £500,000	The Director of Finance and Resources and the relevant Director in consultation with the relevant Cabinet



	Member
Above £500,000 where the procurement process has been undertaken in line with the Pre-Procurement Business Case.	The Director of Finance and Resources and the relevant Director in consultation with the relevant Cabinet Member
Above £500,000 where there have been material changes in the procurement process from what was approved in the Pre-Procurement Business Case.	Cabinet
Urgent Key Decision	The Chief Executive, Director of Finance and Resources, the Mayor and the Chair(s) of the relevant Select Committee(s).

- 21.4 Where a successful quotation / tender exceeds the estimated contract value by more than 10% this must be reported to the officer taking the decision to award the contract and should be clearly outlined in the report to award the contract.
- 21.5 For contracts and framework agreements subject to the EU Procedure, bidders must be notified simultaneously and as soon as possible of the intention to award the contract or framework agreement to the successful bidder, following the approvals in 21.3 and provide information required by the EU Procedure specifying the name(s) of the successful bidder(s) and the characteristics and relative advantages of the successful tender.
- 21.6 Contracts Awards for tendered contracts must also be published on Contracts Finder



PROCUREMENT UNDER THE “LIGHT TOUCH” REGIME

22. RULE 22: The “Light Touch” Procurement Regime

- 22.1 Certain services, of a social nature, are recognised by the EU as being of little impact on EU-wide competition and can therefore be procured under a less regulated regime.
- 22.2 This is reflected by a higher statutory threshold than normal types of procurement. Services exceeding this figure will need to comply with the relevant provisions of the PCR pertaining to this regime, while contracts falling below will only need to comply with certain provisions (though compliance with these CSOs will remain compulsory in all cases).
- 22.3 These services include specified types of:-
- Health, social and education services;
 - Hotel and restaurant services (including meals-on-wheels and school meals services);
 - Legal Services (where not otherwise excluded under the PCR);
 - Cultural and events services; and
 - Postal services.
- 22.4 Officers intending to procure services which may fall under this regime must seek the advice of the CPU or the City Solicitor prior to initiating any procurement process under this regime, to ensure that their proposed contract is covered.

23. RULE 23: Contracts exceeding the statutory threshold

- 23.1 Where a service falls within this regime and exceeds the statutory threshold, advertisement of the contract opportunity can be made by either a contract notice or a PIN, published in the OJEU. The CPU will provide advice to procuring departments on which notice will be appropriate in each case.
- 23.2 In procuring a service under this regime, the Council is not restricted to the standard procurement procedures (such as the open or restricted procedures) and may instead conduct its own procedure (whether or not this conforms to the standard procedures) provided at all times that such procedures **must** ensure compliance with the principles of transparency and equal treatment of economic operators. An outline of the procedure to be followed in each case should be set out in the relevant



OJEU notice and should be followed unless permission to deviate for exceptional reasons has been granted by the CPU.

23.3 When deciding on a procurement procedure, Officers must consult with the CPU and are advised to use one of the standard procurement procedures as a starting point before tailoring it to their needs.

23.4 When determining whether to award a contract, Officers must take into account any relevant considerations, including:-

- a) the need to ensure quality, continuity, accessibility, affordability, availability and comprehensiveness of the services;
- b) the specific needs of different categories of users, including disadvantaged and vulnerable groups;
- c) the involvement and empowerment of users; and
- d) innovation.

24. RULE 24: Particular considerations for Social Care, Health or Education Contracts

24.1 Departments procuring services in the social care and education sectors, whether subject to the PCR or not, must ensure that they comply with any relevant statutory provisions relating to such services. In many cases, the Council will have a specific statutory duty to involve service users in commissioning of services and care must be taken to incorporate these requirements into the proposed procurement procedures.

24.2 When procuring social care and education services, there are often duties to include service users in decision-making and provision should be made for this to form part of the procurement procedure which is to be followed. Examples of relevant provisions include:-

- For social care services, the provisions of the Care Act 2014 and the DoH Care and Support Statutory Guidance (particularly with reference to Chapter 4: Market shaping and commissioning of adult care and support) relating to participation of service users in the commissioning of services and preparation of market position statements;
- For education services, the provisions of the Children and Families Act 2014 and the DfE's SEND Code of Practice which provide for children and their parents to be involved in decision-making.

24.3 Officers should also ensure that they continue to adhere to the general duties placed on the Council's social services and education functions including duties to:



- have regard to the need to safeguard and promote the welfare of children;
- improve the well-being of, and reduce inequalities between, young children within the City of Liverpool;
- ensure sufficiency of childcare for working parents in the area;
- promote the well-being of individuals in receipt of social care services;
- prevent or delay the development of needs of adults and carers in the area;
- have regard to the need to eliminate discrimination, harassment, victimisation or other conduct falling foul of the Equality Act 2010 and to advance equality of opportunity and foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

24.3 In some cases, joint procurement with other local authorities or health bodies may be appropriate to ensure appropriate provision is made for service users at a regional level. In such joint commissioning exercises, care must be taken to identify at an early stage what provision is reasonably required, how and by whom this should be procured and what advice or information will be required before procurement can be undertaken.

25. RULE 25: Reserved contracts

25.1 The PCR permit the reserving of certain types of “light touch” contracts to certain “qualifying organisations” (as set out in rule 25.4).

25.2 This route does not exempt the Council from advertising the contract opportunity (as for all other light touch procurements) but allows it to limit the pool of bidders to particular organisation. In any case where this procedure is followed, the relevant OJEU notice must refer to the use of this procedure.

25.2 These provisions apply **only** to certain types of the following services:

- Administrative educational, healthcare and housing services;
- Supply services of domestic help, nursing and medical personnel;
- Pre-school education services;
- Higher education services;
- E-learning services;
- Adult-education services at university level;
- Tutorial, staff training services and training facilities;
- Health and social work services;
- Library, archives, museums and other cultural services;
- Sporting services;
- Services furnished by social membership organisations; and



- Services provided by youth associations

25.3 The advice of the CPU or the City Solicitor **must** be sought before commencing procurement of the above services under a reserved contract.

25.4 Where a department wishes to reserve the right for organisations to bid for a reservable public contract, such a “qualifying organisation” **must** satisfy all the following requirements:-

- a) its objective is the pursuit of a public service mission linked to the delivery of the above services;
- b) profits are reinvested with a view to achieving the organisation’s objective, and any distribution of profits is based on participatory considerations;
- c) the structures of management or ownership of the organisation are (or will be, if and when it performs the contract) —
 - i. based on employee ownership or participatory principles, or
 - ii. require the active participation of employees, users or stakeholders; and
- d) the organisation has not been awarded, pursuant to this regime, a contract for the services concerned by the contracting authority concerned within the past 3 years.

25.5 Departments must take note that they will only be able to award a contract under the reservable contracts regime for 3 years. At the end of that period, the relevant organisation cannot be re-awarded the contract under this route and can only bid for it where a fully open procurement process is followed.

25A. Provision of legal services

25A.1 Where the Council is seeking the provision of external legal services (such as from solicitors or barristers), a PIP shall not be required before the relevant firm or professional can be instructed provided the instructions are made via the City Solicitor’s department. In all other cases where departments of the Council are seeking legal support directly from suppliers without involving the City Solicitor’s department, they will need to adhere to the provisions of these CSOs.

25A.2 Procurement of legal services below the relevant OJEU threshold (if any) can be undertaken by the City Solicitor’s department directly, without a need to involve the CPU, but in such a case, the City Solicitor’s department shall continue to adhere to the requirements of these CSOs (in particular in relation to advertising, approval, etc.) and for avoidance of doubt, any requests for exemptions pursuant to rule 4 must continue to be filed with the Head of the Commercial Procurement Unit (unless authorised by any other person referred to in rule 4.4). Procurement of framework



agreements, dynamic purchasing systems or collaborative procurements of legal services shall continue to be dealt with by the CPU.



CONTRACT AND OTHER FORMALITIES

26. RULE 26: CONTRACT DOCUMENTS

26.1 Contracts

26.1.1 All contracts that exceed £1,000 shall be in writing.

26.1.2 All contracts, irrespective of value, shall clearly specify:

- What is to be supplied (i.e. the works, materials, services, matters or things to be furnished, had or done).
- The provisions for payment (i.e. the price to be paid including any discounts and that undisputed invoices are to be paid within 30 days by the Council, and ensure that similar provisions on payment are contained in any subcontract awarded by its contractor and their subcontractor),
- The time, or times, within which the contract is to be performed.
- The provisions for the Council to terminate the contract including provisions for termination in case of any contracts subject to the PCR where:
- (a) the contract has been subject to substantial variations which would have required a new procurement procedure in breach of regulation 72 PCR (or the equivalent provisions of the CCR);
- (b) the contractor should have been excluded from bidding for the contract under regulation 57 PCR (or the equivalent provisions of the CCR); or
- (c) the contract should not have been awarded due to a specified breach of EU law.

26.1.3 The Council's standard terms and conditions or standard contract forms issued by a relevant professional body must be used wherever possible.

26.1.4 As a minimum requirement consideration should be given for every contract to the need for and desirability of including provisions for dealing with the following matters and in the event of doubt advice sought from CPU and/or Legal Services:

- A transparency clause in order to meet Government publication requirements.
- Any British, European or International standards that apply to the supply of goods, works and services.
- Relevant clauses in respect of Social Value and environmental and sustainability issues.
- That the contractor may not assign without prior written consent.
- Define the arrangements for subcontracting.



- Any insurance requirements.
- Health and safety requirements.
- Data protection requirements, if relevant.
- Equality Act.
- Freedom of Information Act requirements.
- A right of access to relevant documentation and records of the contractor for monitoring and audit purposes if relevant.
- A named Supervising or Nominated Officer
- A provision within the contract whereby the Council is able to terminate a contract where a company or organisation is engaging in “blacklisting”.
- And any major contract will define the arrangements in respect of any change in ownership of the contracting organisation.

26.1.5 The formal advice of the City Solicitor must be sought for the following contracts:

- Where the total value exceeds £100,000.
- Those involving leasing agreements of goods, plant or machinery.
- Where it is proposed to use a service supplier’s own terms and conditions and the total value exceeds £50,000.
- Those involving the transfer of land and/or property.
- The novation of a contract.
- Those involving or potentially involving the transfer of employees of either the Council or the supplier.

26.2 Contract Formalities

26.2.1 Agreements shall be completed as follows:

Total Value / Nature	Method of Completion	By
Disposal, purchase, or acquisition, any interest in land.	Signature or sealing	The City Solicitor (or any person authorised in writing by the City Solicitor).
Works Contract above £100,000	Signature and sealing	In consultation with the City Solicitor.
Goods/Services Contract above £100,000	Signature or sealing	In consultation with the Head of Commercial Procurement Unit or the City Solicitor.
Grant of a licence to	Signature	The Assistant Director Physical Assets (or any person authorised



occupy Council land for up to one year.		in writing by the Assistant Director (Physical Assets) or City Solicitor.
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All contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written consent of the City Solicitor.

26.3 Novation

26.3.1 Any decision to novate a contract must be documented and fully justified. This should demonstrate that novation of the contract has been subject to robust commercial challenge and offers the best value for money option. Contracts can be novated to another provider in the following circumstances:

- Where provision to novate has been made within the contract terms and conditions; or
- In the event of succession into position of the initial provider following corporate restructuring including takeover, merger acquisition or insolvency provided that the new provider fulfils the criteria for qualitative selection initially established and that there are no other substantial modifications to the contract and the novation is not aimed at circumventing the application of the PCR.

26.3.2 Where a contract is to be novated in circumstances other than those listed above, in the absence of statutory requirements setting out different procedures, a tender exercise should be carried out in accordance with the relevant tendering procedure.



CONTRACT MANAGEMENT

27. RULE 27: MANAGING CONTRACTS

- 27.1 Senior Responsible Officers in sponsoring departments are to name Contract Managers for all new contracts. All contracts must have a Named Contract Manager for the entirety of the contract.
- 27.2 Named Contract Managers must follow the requirements of the Council's Contract Management Toolkit in managing all contracts.

28. RULE 28: RISK ASSESSMENT AND CONTINGENCY PLANNING

A risk assessment for all contracts must be made and for contracts over £100,000 the Named Contract Manager must maintain a risk register for the duration of the contract.

29. RULE 29: CONTRACT MONITORING, EVALUATION AND REVIEW

- 29.1 All contracts over £100,000, and those deemed high risk as determined by the relevant Assistant Director, shall be subject to monthly formal review with the contractor.
- 29.2 During the life of the contract, the Named Contract Manager must monitor the contract in accordance with the Council's Contract Management Toolkit, specifically respect of monitoring:
- Contractual performance
 - Financial performance
 - Compliance with specification and contract conditions
 - User satisfaction and risk management
 - Any Value for Money requirements
 - Social Value requirements where relevant
- 29.3 In addition, the Named Contract Manager must provide a report to the Director of Finance and Resources on a six monthly basis regarding the contractual and financial performance for all contracts over £100,000.
- 29.4 Where the contractor's performance fails to meet the standards and/or targets as specified in the contract, the Named Contract Manager and Senior Responsible Officer must take timely and appropriate action to redress any non-compliance.



- 29.5 Where the timely and appropriate actions required by CSO 25.4 above have either not been taken or have not redressed the non-compliance a reported shall be made to the relevant Director and to the Director of Finance and Resources and due consideration shall be given to terminating the contract.
- 29.6 If any contract is to be terminated early, then Legal Services must be consulted at the earliest opportunity to advise of the implications and actions required. In respect of any contract with a total value over £100,000 a report must be made to Cabinet, within two months of the date of termination, of the circumstances relating to the termination and the remedial action(s), if any, taken to replace the contractor.
- 29.7 Senior Responsible Officers must ensure that appropriate training and development measures are in place for all officers involved in contract management.



APPENDIX A: DEFINITIONS

Authorised Signatory	An officer authorised by the City Solicitor in accordance with the Council's constitution to sign a contract or the Council's seal.
Award Criteria	Criteria used to evaluate an organisation's bid for a particular contract. This will assess how well the bid performs against the pre-determined criteria and will be used to select which organisation to award the contract to.
Best Value / Value for Money	<p>The duty, which in Part I of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to a combination of economy, efficiency, effectiveness as implemented by the Council.</p> <p>Value for money is not the lowest possible price; it is the most economically advantageous proposal that combines goods or services that fully meet your needs, with the level of quality required, delivery at the time that you need it, and at an appropriate price.</p>
Bidder	Any organisation who has, or is in the process of, submitting a bid for a contract and any person who asks, or is invited, to submit a Quotation or Tender.
Bond	An insurance policy: if the contractor does not do what it has promised under a contract with the Council, the Council can claim from the Insurer the sum of money specified in the bond (often 10% of the contract value). A bond is intended to protect the council against a level of cost arising from the contractor's failure.
Cabinet	The Cabinet comprises the Mayor of Liverpool and nine Cabinet Members of the City Council. Each has responsibility for a defined service area (portfolio).
Category Manager	The CPU category manager who reports into the Head of Procurement and who is the responsible person for managing the procurement activity
Category Management	CIPS define Category Management as, "organising the resources of the procurement team in such a way as to focus externally onto the supply markets of an organisation (as against having a focus on internal customers or on internal procurement departmental functions) in order to fully leverage purchasing decisions.
Central Purchasing Body	A contracting authority which provides centralised purchasing activities and which may also provide ancillary purchasing activities as defined in the PCR.
Chartered Institute of Purchasing and Supply (CIPS)	The education and qualification body representing purchasing and supply chain professionals.
Code of Practice	These are procedural arrangements determined and approved by the City Solicitor and the Director of Finance and Resources at any time that must be adhered to by all officers.



Code of Procedure	These are the procedural arrangements for tenders determined and approved by the Head of Property and Asset Management Services and the City Solicitor at any time and must be adhered to.
Commercial Procurement Unit (CPU)	The Council's central team responsible for managing and coordinating procurement activity across the organisation.
Commissioning	A continuous process through which commissioners identify need; plan, source, deliver and performance manage activity.
Commissioning Toolkit	The Council's toolkit defining the approach to commissioning.
Constitution	The constitutional document approved by the Council of which these Contract Standing Orders form part issued under Section 37 of the Local Government Act 2000.
Consultant	A consultant (or consultancy organisation) is defined as a person or company (or group of people) who will provide advice and /or undertake work for a specific time limited task.
Contract	A bargain agreed, (even if, exceptionally, not in writing) between the Council and a Contractor or Consultant for the execution or provision of goods, works or services or other such bargain as the Council may require, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties to that bargain. This includes contracts where: <ul style="list-style-type: none"> • the Council is acting on behalf of a third party; and • the goods, works or services are funded from external sources
Contracts Finder	Means a web-based portal provided for the purposes of Part 4 of the PCR by or on behalf of the Cabinet Office
Contract Management Toolkit	The Council's toolkit defining the approach to contract management.
Contract Manager	The person who has overall administrative control of the Contract.
Contract Standing Orders (CSOs)	Rules governing the proceedings and business of the Council as part of its Constitution.
Contract / Total Value	The estimated total cost of the works, goods or services which are the subject of a specific tender or quotation (i.e. per contract, not per annum). The value must be calculated in pounds sterling exclusive of Value Added Tax.
Contracting Decision	Any of the following decisions: <ul style="list-style-type: none"> • Composition of the Approved Lists



	<ul style="list-style-type: none"> • Withdrawal of Invitation to Tender • Whom to invite to submit a Quotation or Tender • Shortlisting • Award of contract or Framework Agreement • Any decision to terminate a contract
Contractor	A firm or consortium with which the Council has entered into a contract. A firm includes a person or persons and anybody corporate.
Contracts Register	The Council's central register that records the key information of all contracts held by the Council over £5,000.
Corporate Contract	A contract let by the Council's Commercial Procurement Unit to support the Council's aim of achieving Value for Money. These can be accessed to fulfil purchasing requirements across the Council.
Council	Liverpool City Council
Deed	A written document that is executed and delivered as a deed and for the Council this would be under seal. If it is a contractual document, it is referred to as a contract under seal.
Divisional Manager/Assistant Director	A Divisional Manager/Assistant Director of the Council who reports directly to the Chief Executive or to a Director.
Employees Code of Conduct	The code of conduct for employees as set out in the Constitution.
Estimate	The estimated total cost of the works, goods or services that are the subject of a specific tender or quotation (i.e. per contract, not per annum). This is distinct from a project estimate, which means the overall estimated cost of a scheme, which will include the above estimate and the estimated cost of all other ancillary and associated works. Value Added Tax should be excluded from all estimates.
EU Contract Notice	An invitation to tender for goods, works or services in advertised in the OJEU.
EU Procedure	The procurement procedure required by the EU for goods, works and certain categories of services where the Total Value exceeds the EU threshold.
EU threshold	The value at which the EU public procurement directives apply.
Fair City Policy Statement	Details the councils commitment to making Liverpool a strong city built on fairness
Financial Regulations	The financial regulations outlining Officer responsibilities for financial matters prepared by the Director of Finance and Resources and forming part of the Constitution.
Framework Agreement	An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity



	envisaged.
Government Procurement Agreement	The successor agreement to the General Agreement on Trade and Tariffs. The main signatories other than those in the European Economic Area are the USA, Canada, Japan, Israel, South Korea, Switzerland, Norway, Aruba, Hong Kong, China, Liechtenstein and Singapore.
Head of Commercial Procurement Unit	The officer with responsibility for leading Commercial Procurement Unit.
High Value	A high-value purchase is where the value exceeds the EU threshold values.
In-House Provider	A Council department which can provide goods, works or services to other Council departments whether charged for or not.
Invitation to Tender	Invitation to tender documents in the form required by these Contract Standing Orders.
IR35	IR35 is tax legislation that is designed to combat tax avoidance by workers supplying their services to clients via an intermediary, such as a limited company, but who would be an employee if the intermediary were not used.
Key Decision	<p>Decisions that are defined as key decisions as per Article 11 of the Constitution:</p> <p>“A key decision is a decision by the Mayor and Cabinet which is likely:</p> <ul style="list-style-type: none"> • To result in a Local Authority incurring expenditure which is, or the making or savings which are, significant having regard to the Local Authorities budget for the service or function to which any decision relates (expenditure or savings will normally be considered “significant” if they exceed £500,000, except in relation to treasury management functions, where there is no upper limit); or <p>To be significant in terms of its effects on communities living or working in the area comprising two or more Wards in the area of the Local Authority.</p>
Management Team	This is made up of the Chief Executive and the directors of the Council who work closely with the Mayor, the Cabinet and LCC’s other councillors to deliver the strategic direction and priorities set by elected members.
Nominated Suppliers	Those persons specified in a main contract for the discharge of any part of that contract.
Non-Commercial Considerations	<ol style="list-style-type: none"> a) The terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces (‘workforce matters’). b) Whether the terms on which contractor’s contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only. c) Any involvement of the business activities or interests of contractors with irrelevant fields of government policy. d) The conduct of contractors or workers in industrial disputes between them or any involvement of the business activities of contractors in industrial disputes between other persons (‘industrial disputes’). e) The country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of, contractors.



	<p>f) Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees.</p> <p>g) Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support.</p> <p>h) Use or non-use by contractors of technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.</p> <p>Workforce matters and industrial disputes, as defined in paragraphs (a) and (d), cease to be non-commercial considerations to the extent necessary or expedient to comply with Best value; or where there is a transfer of staff to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply.</p>
Officer	The officer responsible to the procurement requirement for services/goods /works.
Official Journal of the European Union (OJEU)	The Official Journal of the European Union is the gazette of record for the EU. This includes invitation to tender notices and is where contracts advertised under the Public Contracts Regulations are advertised.
Pre-Procurement Business Case	This is a standard template document produced by Commercial Procurement to appraise the purchasing need and outline the strategy for individual procurement exercises.
Selection Questionnaire (SQ)	A standardised questionnaire used to facilitate the supplier selection and/or pre-qualification within tender processes.
Procurement Initiative Plan (PIP)	A governance document produced by the CPU which will determine, amongst other things, the appropriate route to market including commercial options by way of a robust options appraisal
Procurement Strategy	The document setting out the Council's approach to procurement and key priorities for the next few years.
PCR	The Public Contracts Regulations 2015
Quote / Quotation	See "Tender" below.
Relevant Contract	Contracts to which these Contract Standing Orders apply (see Rule 3).
Request for Quotation (RFQ)	An offer made in writing which was invited and treated as such under the quotations procedure outlined in these CSOs.
Selection Criteria	Criteria to assess an organisation's financial standing and technical/organisational capacity. This can only be used to rule an organisation in or out of the tender process, not to evaluate how well they will deliver the contract (see Award Criteria).
Senior Responsible Officer	This is the head of the relevant procuring department and includes the Chief Executive, Directors, Assistant Directors, City Solicitor and Divisional Managers with appropriate delegations or authorised representative(s) of those officers.



Shortlisting	The process of selecting bidders who are to be invited to quote or bid or to proceed to final evaluation.
SMEs	<ul style="list-style-type: none"> • An enterprise falling within the category of micro, small or medium-sized enterprises defined by the EU Commission Recommendation of 6 May 2003: • Medium-sized enterprises have fewer than 250 employees. Their annual turnover should not exceed EUR 40 million or their annual balance-sheet total should be less than EUR 27 million. • Small enterprises have between 10 and 49 employees. They should have an annual turnover not exceeding EUR 7 million or an annual balance-sheet total not exceeding EUR 5 million. • Micro-enterprises are enterprises that have fewer than 10 employees.
Spot Buying Team	The team within Commercial Procurement Unit responsible for managing purchases between £5,000 and £100,000. This will include referring to demand management, corporate contractual arrangements, framework agreements and, where necessary, procurement exercises.
Tender	An offer made in writing which was invited and treated as such under the formal tendering procedure outlined in these Standing Orders. Any tender not sought in this manner shall be deemed a Quotation.
TUPE Transfer of Undertakings (Protection of Employment) Regulations 2006	Subject to certain conditions, these regulations apply where responsibility for the delivery of works or services for the authority is transferred from one organisations (e.g. private contractor, local authority in-house team) to another (e.g. following a contracting-out or competitive tendering process) and where the individuals involved in carrying out the work are transferred to the new employer. These regulations seek to protect the rights of employees in such transfers, enabling them to enjoy the same terms and conditions, with continuity of employment, as existed with their former employer. Broadly, TUPE regulations ensure that the rights of employees are transferred along with the business.
Value for Money	Value for money is about obtaining the maximum benefits from the limited resources available to the Council. The principles of value for money are to reduce costs, improve services and improve customer outcomes and satisfaction.
VCSE	VCSE (Voluntary, Community Sector and Social Enterprises) is the term used to describe voluntary and community organisations, charities, and social enterprises.



APPENDIX B: PROCUREMENT METHODS - DEFINITIONS

The EU procurement routes that can be used for obtaining tenders are defined below:

Procurement Method	Definition
Open Procedure	All potential bidders who are interested may respond to the advert by tendering for the contract.
Restricted Procedure	A selection (by pre-qualification) is made from those potential bidders who respond to the advertisement and only they are invited to submit a tender for the contract. This allows purchasers to avoid having to deal with an overwhelmingly large number of tenders.
Competitive Dialogue Procedure	<p>This procedure is used for the award of complex contracts where there is a need for the Council to discuss all aspects of the proposed contract with bidders. For the purpose of these regulations, the term complex contract is defined as one where, following an advert of the Contract Notice and a selection process, the Council:</p> <ul style="list-style-type: none"> • cannot objectively define the technical means capable of satisfying the needs or objectives; and/or • cannot objectively specify the legal and/or financial make-up of a project, <p>The Council then enters into dialogue with potential bidders to develop one or more suitable solutions for its requirements and on which chosen bidders will be invited to tender.</p>
Competitive Procedure with Negotiation	As with Competitive Dialogue, this procedure is used for award of complex contracts. Under this procedure, a selection is made of those who respond to the advertisement and only they are invited to submit an initial tender for the contract. The contracting authority may then open negotiations with the tenderers to seek improved offer.
Innovation Partnership	This procedure allows for development and subsequent purchase of innovative supplies, services or works not already available in the market



Procedure	under which a selection is made of those who respond to the advertisement and only they are invited to submit an initial tender for the contract. The contracting authority may then open negotiations with the tenderers to seek improved offers
Negotiated Procedure without prior publication	<p>In certain narrowly defined circumstances the Council may award a contract using the ‘negotiated procedure without prior publication’. Here the Council would approach one or more suppliers seeking to negotiate the terms of the contract. One of the permitted circumstances is where, for technical or artistic reasons or because of the protection of exclusive rights, the contract can only be carried out by a particular supplier.</p> <ul style="list-style-type: none"> •

Note: The Council when using the restricted procedure, competitive dialogue procedure and the competitive procedure with negotiation must aim to select a number of suppliers sufficient to ensure genuine competition. Provided there are sufficient suitable candidates, the PCR requires a minimum of five for the restricted procedure, and three for competitive dialogue and competitive procedure with negotiation



APPENDIX C- EU PROCUREMENT TIMESCALES

Procedure	Minimum time limits	Days	Days if contracting authority accepts electronic submission of tenders	Days if PIN is used (in addition to a contract notice)	Days if all reductions apply (electronic tenders and PIN)
Open	Minimum time for receipt of tenders from date contract notice sent	35	30	15	10
Open (urgent)	Minimum time for receipt of tenders from date contract notice sent	15	N/A	N/A	N/A
Restricted	Minimum time for receipt of requests to tender (SQ response) from the date the contract notice sent	30	N/A	N/A	N/A
	Minimum time for receipt of tenders from the date the invitation to tender sent	30 (Sub-central authorities can agree alternative time limits with candidates provided they all have the same time to prepare and submit their tenders, which, if no agreement, must be no less than 10 days)	25	10	5
Accelerated restricted (if urgent)	Minimum time for receipt of requests to	15	N/A	N/A	N/A



Procedure	Minimum time limits	Days	Days if contracting authority accepts electronic submission of tenders	Days if PIN is used (in addition to a contract notice)	Days if all reductions apply (electronic tenders and PIN)
	tender (SQ response) from the date the contract notice sent				
	Minimum time for receipt of tenders from the date the invitation to tender sent	10	N/A	N/A	N/A
Competitive Procedure with Negotiation	Minimum time for receipt of requests to tender (SQ response) from the date the contract notice sent	30 (Sub-central authorities can agree alternative time limits with candidates provided they all have the same time to prepare and submit their tenders, which, if no agreement, must be no less than 10 days)	N/A	N/A	N/A
	Minimum time for receipt of initial tenders from the date the invitation to tender sent	30	25	10	5
Competitive Procedure with Negotiation (urgent)	Minimum time for receipt of requests to tender (SQ response) from the date the contract notice sent	15	N/A	N/A	N/A
	Minimum time	10	N/A	N/A	N/A



Procedure	Minimum time limits	Days	Days if contracting authority accepts electronic submission of tenders	Days if PIN is used (in addition to a contract notice)	Days if all reductions apply (electronic tenders and PIN)
	for receipt of initial tenders from the date the invitation to tender sent				
Competitive dialogue and Innovation partnership	Minimum time for receipt of requests to participate in dialogue or negotiate from the date the contract notice sent	30	N/A	N/A	N/A
	Minimum time for receipt of tenders from the date the invitation to tender sent	No minimum. Timescale determined by contracting authority.	N/A	N/A	N/A

Use of PIN notice to reduce time limits

A Prior Information Notice (PIN) may only be relied on to reduce time limit for receipt of tenders where:

- The PIN was not used in itself as a call for competition. Under the PCR 2015, PINs may be used in place of a contract notice as a call for competition. However, a contract notice is required in addition to the PIN if the contracting authority wishes to reduce the time limit for receipt of tenders.
- The PIN included all the information required for the contract notice in Part B 1 of Annex 5 of the Public Contracts Directive 2014.



- The PIN was sent for publication between 35 days and 12 months before the date on which the contract notice was sent.



Appendix 2: Community Forest Trust Procurement Policy

Community Forest Trust

Procurement Policy 2017

1. Introduction & purpose of the policy

- 1.1 This policy and the procedures outlined provide a framework for purchasing of all goods and services on behalf of CFT.
- 1.2 CFT has a responsibility to ensure that all procurement activity is carried out in-line with the requirements of its partners and funders and to exercise an appropriate level of financial control for all transactions.
- 1.3 The key aims and priorities of this policy and its associated procedures are to enable CFT to deliver an efficient and effective service whilst observing the underlying principles of non-discrimination, fairness, transparency and proportionality.
- 1.4 A robust policy will benefit the organisation by keeping costs in line with agreed budgets and clearly defining how purchases will be made. As the needs of the business change the policy will be modified to meet new circumstances. This is necessary to make sure the policy continues to function in the best interest of the organisation and to keep the process simple and orderly.

2. Main principles

2.1 Definition of procurement

The term “procurement” relates to the process by which the organisation acquires goods and services from third parties. Procurement is a lifecycle process that begins with initial thoughts around a purchase and goes through to the end of the life of the purchased item or service.



2.2 Value for money

Whilst purchasing goods and services on behalf of the organisation members of the team are responsible for achieving value for money rather than basing decisions on price alone. The EU defines value for money as “the optimum combination of whole-life cost and quality to meet the user’s requirement”.

Furthermore, standard practice suggests that value for money is best achieved through competition, unless there is a compelling reason to the contrary. Competition means that access is gained to a wider range of prices and proposals, and suppliers will become more innovative and sometimes more adaptable in an effort to win business. Competition also gives suppliers fair access to publicly funded work and avoids any suggestion of favouritism.

3. Roles and responsibilities

3.1 Responsibilities of company employees

All CFT employees, partners and contractors are responsible for ensuring that procurement activity within their area of CFT’s business is carried out in line with the policies and procedures outlined in this document. Meanwhile, the role of purchasing should not be within the authority of a single person so as to avoid the risk of impropriety.

There should be an appropriate separation of duties within the purchasing cycle between staff who place orders and those who receive the goods or services, where possible, and those who authorise payment.

3.2 Role of the Trustees

General financial management, including specific activity such as procurement, is overseen by the finance team and Company Secretary. This group will review procurement policies and procedures ensuring that the organisation’s procedures are followed and report back to the organisation’s Board as appropriate.



4. Procurement procedures and processes

4.1 Purchase orders and contracts

Purchases of goods and services by CFT will be covered by the appropriate purchase order or contract. A contract should be agreed with the chosen supplier, which can be by email, where the whole life cost of a purchase exceeds £5,000.00. When the anticipated whole-life cost is less than £5,000.00, a formal purchase order should be used to establish a contractual relationship with a supplier.

4.2 In order to achieve value for money members of the organisation should seek quotations for goods and services purchased. The following thresholds provide a framework to identify the level of competition required.

Estimated Value	Maximum Number of Quotations/Tenders To be Obtained	Authority Levels
Less than-£500	Project Officer to obtain best value for goods and services by sourcing and comparing (where applicable) catalogue, online and telephone quotes.	Project Officer
£500-£5,000	Three telephone/or supplier catalogue quotations to be recorded on file as confirmation of best use of funding.	Project Officer
£5,001-£10,000	Three written quotations from suppliers based on contract specification.	Project Officer and Finance Manager
Above £10,000	At least three competitive tenders.	Project Officer and Finance Manager



- 4.3 In certain circumstances these guidelines may not apply. For example:
- The product or service is “specialist” and the number of suppliers is limited. In such circumstances, members of the organisation are advised to obtain the maximum number of quotations possible and to record all available information in the purchase register.
 - The purchase is part of a project or contract where the procurement rules of a client or funder apply. In this situation, the prevailing procurement rules should be recorded in the purchase register.
 - The client has specified a particular supplier as part of a contract. Again, contractual evidence should be added to the purchase register.
 - The purchase is for a repeat product or service from a supplier who has previously been selected in accordance with this policy, within the last 12 months.

A tender is the process by which we decide who the best provider is. The tender is the completed and priced pre-prepared document that lays out all the terms, conditions and specification. Those invited to tender are not allowed to canvass or collude with us, other than to seek clarity. The time allowed for pricing and submitting a tender varies depending on the complexity of the procurement. All tenders must be returned before a specified date and time.

4.4 Purchase register

For financial control and audit purposes, all purchases by CFT will be recorded as a purchase order within the Sage accounting package. The following information should be recorded against each purchase:

- Goods/service being purchased.
- Date of purchase.
- Member of staff initiating the purchase.
- Procedures used to select the supplier. For example, verbal or email quotes.
- Summary of quotes and tenders received.
- Decision.
- If appropriate, reasons why the standard competitive approach was not followed.
- Signature of member of staff making the purchase and line manager.



4.5 Evaluation criteria

Evaluation criteria for any procurement activity should be established by the project manager and agreed with the Finance Manager if necessary before tender documents are issued or quotes sought.

Any criterion that is mandatory, or which establishes a minimum standard, should be clearly identified during the procurement process. The criteria developed for a particular purchase should include cost, track record of the potential supplier and technical capacity and ability.

The award of a contract does not have to be on the basis of “lowest price”. However, there should always be transparent and justifiable reasons for not accepting the lowest tender. Other considerations such as local suppliers, environmental credentials, sound history of supply or known quality of service may mean that best value is obtained by opting for a more expensive supplier. If the cheapest supplier is not chosen an explanation should be recorded in the purchase register.

4.6 Terms & Conditions

CFT terms and conditions for the supply of goods and services will form the basis of any contract entered into with a supplier unless otherwise agreed in writing.

5. **Monitoring**

5.1 Effective use of the procurement policies and procedures form an important part of CFT’s financial control processes and the organisation’s commitments to partners and funding bodies.

The Finance Manager is responsible for monitoring the use of company purchase orders. The Finance Officer is responsible for raising the purchase order.



The Finance Manager reports to the Company Secretary on procurement activity on a regular basis. The Board will monitor the implementation of the policy and procedures and review on an annual basis.

6. Social responsibilities

- 6.1 CFT aims to purchase goods and services from local small and medium-sized enterprises (SMEs) wherever possible as part of its support for the sustainable development of the local economy.

CFT will aim to procure goods and services in such a way as to promote sustainability and will aim to support the conserving of energy and water, the reduction of waste, the increased use of recycled goods and paper, and introduce Fair Trade products wherever possible.



Appendix 3



Liverpool
City Council

Contract reference and Title

Procurement
Document

Governance



Senior Category Manager:

Category Manager/Officer:

Service Lead Stakeholder:

Pre Procurement Business Case Approval:

Cabinet Approvals:



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12 Summary of Key Facts

Procurement Category	
Contract Title	
Contract Period	<i>Insert start and end date and extension options</i>
Total Contract Value	<i>Insert max potential value</i>
Annual Spend	<i>Insert annual spend from SAP or PPBC budget</i>
Savings Forecast	<i>Insert savings forecast for year 1</i>
Procurement Procedure	<i>Open / Restricted / Competitive Procedure / DPS / eAuction / Further competition / Direct award / Concession</i>
Evaluation Criteria	<i>Price / Quality</i>



13 Project Checklist

Stage	Action	Completion date
Housekeeping	Create folder within Category Management file (in the agreed structure)	
	Update Workplan	
PIN (if applicable)	Draft PIN	
	Check and Challenge within CPU	
	Issue PIN	
	Update Workplan	
	PPBC presented / authorised by stakeholder	
	PPBC submitted to steering group	
	PPBC approved by Director of Finance and Resources	
	Cabinet approval (over £500k or Key decision)	
Procurement Plan	Draft Procurement Plan	
	Phase 1 – Procurement Plan Sign Off	
ITT	Review draft service specifications	
	Agreed and Signed off by stakeholders	
	Produce Terms and Conditions of contract	
	Formulate the evaluation criteria (MEAT)	
	Agreed by stakeholders	
	Phase 2 – Evaluation Strategy Sign off	



	Produce ITT and tender pack	
	Check and Challenge within CPU	
	Draft Contract Notice (OJEU and or Contracts Finder)	
	Check and Challenge within CPU	
	Publish Contract Notice / Advert to OJEU / Contracts Finder / LCC Internet / Chamber of Commerce	
	Issue Tender on ProContract	
Evaluation	Briefing session for Bid Evaluation team	
	Log & Record Tender submissions (ProContract)	
	Evaluate Tender Responses	
	<i>Check and Challenge within CPU</i>	
	Initiate Financial Appraisal on Successful Bidders	
	Produce the evaluation report	
	Phase 3 – Evaluation Report Sign off	
	Stakeholder Agreement	
	Phase 4 – Contract Award Approval	
	Delegated Authority Report Approval	
	Cabinet approval (if required)	
Contract Award	Draft and issue successful and unsuccessful letters	
	<i>Check and Challenge within CPU</i>	
	10 day mandatory standstill period Start Date: <i>XXX</i> End Date: <i>XXX</i>	
	Award Contract	



	Issue rejection letters to unsuccessful organisations	
	Post-Tender Debriefs	
	Finalise contract documents and obtain signatures on contract	
	Draft Contract Award Notice with OJEU	
	<i>Check and Challenge within CPU</i>	
	Post Contract Award Notice with OJEU (max. 48 days from award)	
	Promote to contract register	
Final Housekeeping	Update Workplan	
	Save all documents and records in in folder	
	Update Social Value Log	



14 Phase 1 – Procurement Plan

1.1. Description of the Initiative

Assume the reader has no prior knowledge of the product/services

Origins of the project eg renewal, extension, customer request, category knowledge, data analysis etc

Expand on project source, background detail

Outline other reasons for potential procurement eg political, completing category offer etc

1.2. Scope

Provide detail on the scope of the requirement, including quantities, volumes, frequency etc.

Detail any requirements that are out of scope and the reasons for this.

1.3. Project Team / Stakeholders

List all stakeholders that are potentially aligned to this process eg budget holder, departmental stakeholders, finance, legal etc.

Detail how stakeholders have been engaged (meetings, steering group, email)

Name	Department	Role	Involvement	Method of engagement



1.4. Commercial Opportunities

Detail participating organisations such as SIL, LatCo, Merseyside Authorities.

Consider any scope for commercial opportunity, selling services, collaboration, and revenue generation.

1.5. Current Arrangements & Contracts

Detail if any existing LCC agreement in place and expiry date

Include any contract performance issues with current supplier

Detail any changes required in new contract

1.6. Supply Market Overview

Detail market conditions, price factors / indices, complexities, future demand, new technologies etc

Identify market leaders and market share of key / local suppliers

Identify numbers of relevant suppliers registered on ProContract

Identify / list suppliers in Liverpool / LCR and North West.

Identify any additional advertising required (specialist requirements).

Detail any stakeholder knowledge / experience.

Link to Kraljic and Supplier preferencing model if strategic purchase

1.7. Supply Market Engagement

Taking into account the Supply Market Overview and the project requirements, what actions have we taken/will we take to engage with the supply market?

Has there been early market engagement? If so, what (e.g. soft market testing questionnaire, development days, one to one engagement with major suppliers etc?)

How has (or will) the market engagement influence the strategy? What has the engagement influenced? Do we have a clear idea of the level of interest there is likely to be in the project.



1.8. Social Value and Workforce Matters

How social value will be included and considered (and if not, why not)

% evaluation criteria allocated to social value

Delivery channel (Evaluation criteria, KPI, specification)

% evaluation criteria allocated to workforce matters.

1.9. Savings (Cashable and efficiencies)

Forecast saving including rationale & methodology

List all associated non cash savings e.g. efficiency, cost avoidance

Also include risk factor ie demonstrate level of confidence in the data

Define risk as high, medium or low & add supporting narrative to explain why

Identify and detail a benchmark or target price.

1.10. Mayor's Priorities and Corporate Aims

Outline how the proposal supports the priorities outlined by the Mayor and the Council and if appropriate give a clear indication of tangible outcomes – such as additional houses built, anticipated job creation etc.

For more information on the priorities, please visit the intranet.

Mayor's Priorities

- Stability and growth
- Affordable housing
- A Learning City
- Affordable energy
- Clean and green
- Best for Business

Corporate Priorities



- Investment and job creation
- Empower people to enjoy the best possible quality of life and reach their full potential
- Make Liverpool a more sustainable, connected and attractive city
- Build strong, attractive and accessible neighbourhoods
- Ensure services are efficient, effective and offer value for money

1.11. Risk Analysis

Insert and assess any known risks associated with the procurement process.

Likelihood relates to the probability of the risk event occurring. Impact relates to the seriousness of the risk. Likelihood and Impact are measured on a scale of 1-5, with 5 being the highest score.

Risk	Likelihood	Impact	Mitigation	Owner
<i>Challenge to procurement process</i>				
<i>Failure to achieve best value</i>				
<i>Operational risks from poor supplier selection</i>				
<i>Reputational risk from poor supplier selection</i>				
<i>Failure to complete the procurement process within timescales</i>				

1.12. Procurement Option Appraisal

Expand on points below with issues relevant to contract.



Insert and evaluate any other options considered e.g. Direct award, exemption, variation, in house solution.

OPTION	DESCRIPTION	ADVANTAGES	DISADVANTAGES
1. Do Nothing	Use current suppliers. Cease supply.	Continuation of supply	Not compliant – risk of challenge/ penalty
2. To undertake a bespoke procurement exercise	This would consist of a full OJEU process to be undertaken by Liverpool City Council Commercial Procurement Unit	Can tailor to own requirements Can dictate contract terms Control of process Visibility of Decision making	Lengthy timescales (tender, decision making / approval) Availability of in house legal, technical expertise. Requires evaluation of capability Resource intensive
3. Collaboration with other public body	To join another public body's procurement process / contract.	Share the procurement workload Could achieve a positive commercial outcome through aggregation Facilitates knowledge share Consistent approach in Liverpool	Collaborative contract not available No appetite to collaborate Longer time required for planning and specification.
4. Utilise a pre-existing framework	Establish suitability / eligibility available frameworks (CCS / YPO / ESPO etc)	Terms and Conditions agreed by Market Market has been pre vetted Limited Resource required Documentation pre agreed	May not cater for specific requirements Could exclude local / smaller suppliers May not be best value



		Fully compliant	
5. Extend current arrangements	Engage extension option	Extension options are/ are not permitted under existing arrangements.	Not compliant – risk of challenge/ penalty
Procurement Recommendation	Insert which option is recommended.		
Justification	Insert justification for choice of option		
Stakeholder Statement	Insert statement from stakeholder endorsing recommended approach. Include any key operational considerations and link to departmental strategies.		



1.13. Phase 1 Sign Off

<p>Senior Manager Sign Off</p> <p>Category</p>	<p>Sign:</p> <p>Date:</p>
--	---------------------------



15 Phase 2 – Evaluation Strategy

2.1. Procurement Process

Insert details of proposed procurement process e.g. Open / Restricted / Competitive Procedure / DPS / eAuction / Further competition / Direct award / Concession / Light Touch

Include details of innovative or best practice eg open book accounting, gain share etc

Detail plans for market engagement. If no supplier engagement is proposed, state reasons.

2.2. Selection / Award Criteria

Insert selection and award criteria including any mandatory requirements and sub criteria.

Selection Criterion	Weighting
Award Criterion	Weighting



2.3. Evaluation Panel

Lead Evaluator	Name	Role	Department
Panel Members			
Moderator			

2.4. Contract Management

Identify who will manage the contract
 Consider whether the contract management toolkit will be used.
 Basic contract management strategy planned.
 Detail any KPI's that will be monitored by the department.
 Social Value KPI's

2.5. TUPE

Identify whether there are TUPE issues and how these will be dealt with. Also, if public sector staff being outsourced (or second or subsequent transfer), how public sector pensions issues will be managed

2.6. Proposed Timescales

Detail all proposed milestone dates



Action	Date
Project commencement meeting	Week Commencing
Pre-tender meetings with suppliers	Week commencing
Issue OJEU	
Issue ITT	
ITT closing date	
ITT evaluation period	
Finalise Award	
Alcatel standstill commencement	
Alcatel standstill end	
Contract Start date	

2.7. Phase 2 Sign Off

Senior Category Manager Sign Off	Sign: Date:
---	--------------------



16 Phase 3 – Evaluation Report

3.1. Overview of ITT

Issued, returned, no of responses etc.

3.2. Evaluation Process

SQ outcomes / exclusions

Details of moderation meetings

Evaluation checked by

3.3. Results

		Bidder 1	Bidder 2	Bidder 3
Quality				
Price				
Total				
Rank		1 st	2 nd	3 rd

3.4. Financial Evaluation

Outcome of financial evaluation (if applicable)

3.5. Evaluation Team Recommendation

Outcome – proposed winning bidder



3.6. Phase 3 Sign Off

Senior Manager Outcome	Sign: Date:
-------------------------------	--------------------



17 Phase 4 – Award Approval

4.1. Successful Bidder

Name of Bidder / Address etc

4.2. Contract Award Value

Actual awarded value

4.3. Risks / Issues of award

Known issues in market

Incumbent losing contract etc.

Local Supplier

4.4. Phase 4 Sign Off

Head of Procurement
Sign Off



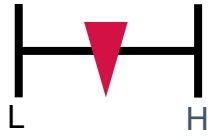


Sign:

Date:



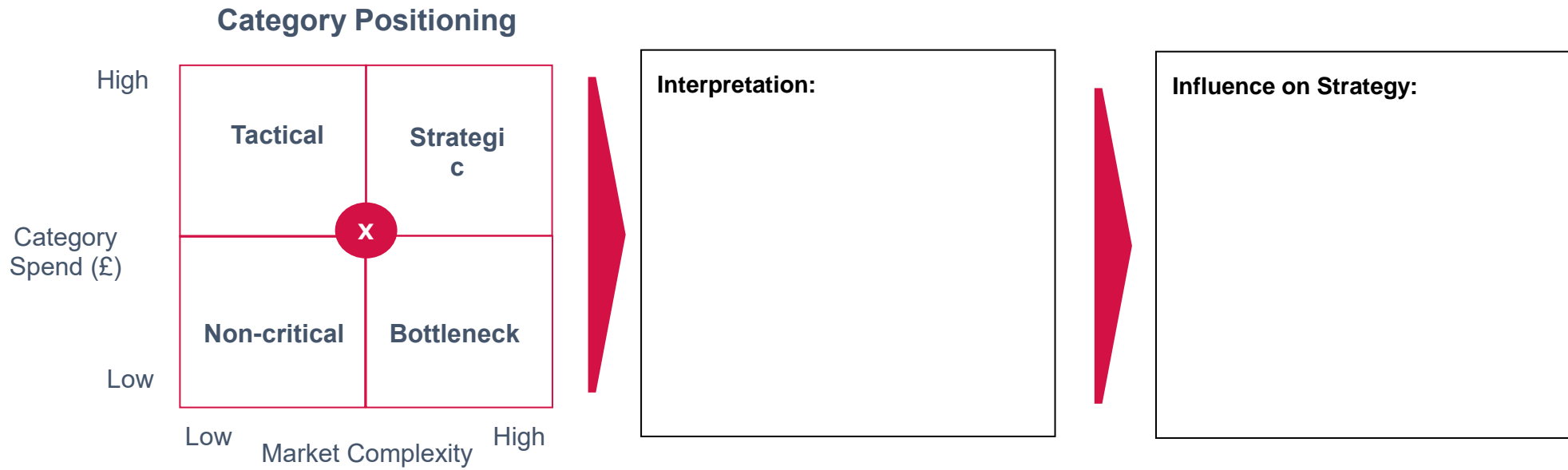
18 Appendices

18.1.1 Appendix 1 – Porter’s 5 forces

FORCE	COMPETITION	COMPETITIVE CLIMATE IN THIS MARKET
Market Competition		
Supplier Bargaining Power		
Bargaining Power		
Barriers to Entry		
Threat of Substitutes		

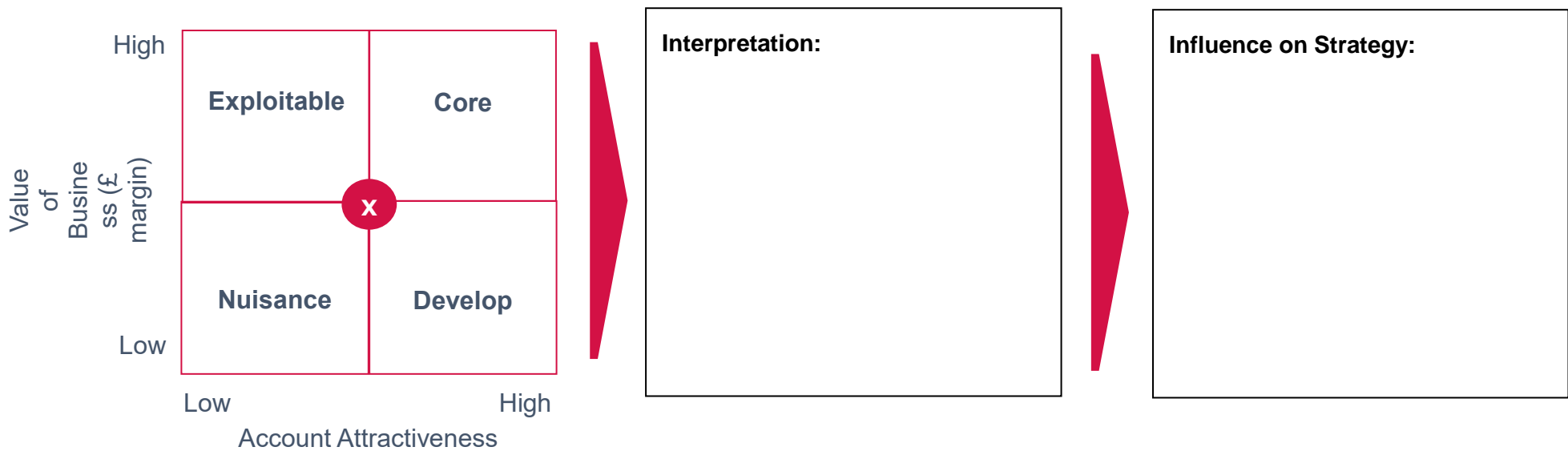


18.1.2 Appendix 2 – Supplier Preferencing



18.1.3 Appendix 3 – Supply market segmentation

Attractiveness of category to supplier



18.1.4

Appendix 4 – Macro Environmental Analysis

Political	Economic	Social
•		•
• Technological/Procedural	• Legal	• Environmental
•	•	•



18.1.5

Appendix 5 – SWOT Analysis

Strengths	Weaknesses
Opportunities	Threats
	<ul style="list-style-type: none">•
<ul style="list-style-type: none">•	<ul style="list-style-type: none">•



18.1.6 Appendix 6 – Project Report

This section can be used to insert details of a wider project.

Include details from business case.

Provide a corporate overview of the project.

Include an executive summary



Appendix 4



Liverpool
City Council

Section A

URBAN GreenUP – Nature Based Solutions

Market Testing



Contract Term: This is a Request for Information, not an Offer to Tender; no contract can be resultant from this document. Following a formal tender process, the term would be [enter term here].

Correspondence relating to this Pre-Market Test may only be made through the Messaging area on the Due North Portal, ProContract.

Closing date for receipt of Market Testing Response Document on ProContract: **No later than 12am on [insert date]**



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1. PART A – INFORMATION FROM THE AUTHORITY

The Authority provides the information in this Part A to assist the Respondent in answering all questions and all sections in Part B of the Pre-Tender Market Testing document.

1. Introduction

1.1 Purpose of this Market Test

This Market Test has been proposed and initiated for the purposes of providing information to the Authority. It is not to be construed as a request to submit an Offer by a Respondent at any stage.

The Authority requires information on the existing supply market and capabilities of the suppliers within that market relating to the Subject Matter of the Pre-Tender Market Test.

The Authority welcomes all and any information submitted as a Response to this Pre-Tender Market Test.

1.2 Subject Matter of this Market Test

The Subject Matter of this Market Test is:

Design and installation of various Nature Based Solutions (including tree planting, green walls, green fences, green roofs, rain gardens and pollinator planting)

1.3 Expected outcomes from this Market Test

The expected outcome from this Market Test is:

Assessment of commercial interest in identified work
Feedback on the proposed categories and lots for procurement
Feedback on indicative pricings
Opportunities for innovation and working with local partners

1.4 Prior Involvement of Tenderers should this Market Test become a full procurement exercise

This Market Test is issued subject to the Public Contract Regulations 2015, Regulation 40 paragraphs (1) to (3), which state that public authorities may conduct market consultations with a view to preparing the procurement and informing economic operators of their procurement plans and requirements.

Subject to Public Contract Regulations 2015, Regulation 41, any Respondent understands that all and any information they receive, and all and any information they submit, may be reproduced in full or partial format and disseminated as the Authority



deems appropriate to any Tenderers or Bidders as part of a formal tendering procedure should one arise from this Market Test. This is in accordance with Regulation 41 (2) (a), in addition to the fixing of appropriate time limits as determined in Regulation 41 (2) (b).

If it becomes necessary to exclude a Tenderer due to prior involvement, the Authority reserves this right and must do so to remain compliant with Regulation 41 (3), but the Respondent shall have the opportunity to demonstrate that they would not be capable of distorting competition in accordance with Regulation 41 (4).

2. Timescales & Contact Details

2.1 Method of Contact

The only permitted method of response under this Pre-Tender Market Testing document is:

The Due North Portal, ProContract (also referred to as “The Chest”).

It is strongly recommended that you register on The Chest, as any resultant tender will also be issued through this portal. The portal is utilised by a number of authorities in the north west of England.

Directly contacting the buyer detailed below is acceptable for a preliminary discussion, but all conversations must be formally recorded in writing. Detailed discussions are strictly prohibited, and utilisation of The Chest is preferred for all substantial discussion and information relating to this Market Test.

2.2 Details of Buyer

The Buyer's details are:

Buyer Job Title	Senior Project Manager URBAN Green UP
Buyer Name	Dr Juliet Staples
Office Address	Liverpool City Council Community Services 5 th Floor Cunard Building Water Street Liverpool L3 1DS
Email Address	Juliet.staples@liverpool.gov.uk
Telephone No.	Please do not contact direct



2.3 Timescales

The timescales relating to this Pre-Tender Market Test are:

Date of Issue:	30 th September 2018
Date of Response Document Submission:	30 th October 2018
Date of any Resultant Tender/Quotation Process:	Unknown at this point

3. Required Information

Responses to all sections in Part B.

4. Background Summary

Horizon 2020 URBAN GreenUP is a € 14,724,694 Nature Based Solution project under the 2020 EU SMART AND SUSTAINABLE CITIES programme. <https://ec.europa.eu/programmes/horizon2020/>. The € 14,724,694 funding allocation is for the overall delivery of the international project, which commenced in June 2017, will run for 5 years and is being led by the Accountable Body CARTIF who are based in Spain. The projects will be led by the front runner cities which include Liverpool in the UK, Valladolid in northern Spain and Izmir in Turkey and are further supported by follower European cities including Ludwigsburg in Germany and Mantova in Italy and globally by Chengdu in China, Medellin in Columbia and Quy Nhon City in Vietnam.

The Liverpool Project

In Liverpool the partner organisations involved in URBAN GreenUP are the City Council, Mersey Forest and the University of Liverpool. Collectively the Liverpool partners have received approximately £3.4m to deliver the programme of work.

The URBAN GreenUP programme www.urbangreenup.eu is targeted at research into the potential of green infrastructure solutions to resolve city issues. Overall the Horizon 2020 fund has an emphasis upon innovation, research and pioneering the development of new technologies, new processes and new ways of working. In Liverpool the project will focus on:

- Retrofitting of green infrastructure in existing corridors to improve pedestrian and cyclist connectivity



- Retrofitting Green Infrastructure into existing Green Spaces to improve local community and wildlife value
- Retrofitting nature based solutions into urban environments to provide environmental, social and economic benefits.

The proposed Liverpool Demonstrations will be based in 3 locations:

- **Baltic Corridor Site A (Available NBS capital funding € 1,273,851)**

Liverpool City Council will lead on working with local communities and stakeholders to introduce green infrastructure on a corridor to run from Bold Street through the Baltic Triangle to the waterfront,

The physical changes for the sites will include vertical green walls; green roof spaces; community engagement; the introduction of pollinator species and biodiversity, together with opportunities for community engagement and community art. In line with the ethos of the innovation and research elements of the award there will also be an opportunity to test the impacts of floating gardens.

- **BID/City Centre Site B (Available NBS capital funding € 776,221)**

Working in parallel, the Mersey Forest will deliver new green infrastructure in tight city centre urban spaces and will be working closely with the Liverpool Business Improvement District members to identify and develop the city centre elements. Planned work includes the introduction of green walls, green roofs and tree planting including the trial of tree SUDS, moveable trees or gardens.

- **Jericho Lane/Otterspool Site C (Available NBS capital funding € 459,195)**

Liverpool City Council will lead on this demo site and it is proposed to focus on the blue (water) and green corridors formed by linking Princes Park, through Sefton Park to Otterspool Promenade and in doing so to address issues of water quality and water flow through the creation of a SUD or open area of water at Otterspool. This will help with natural sustainable drainage solutions and provide opportunity to enhance biodiversity. Pedestrian and cycle linkages are to be improved through road junction improvements and the introduction of green routes and access paths. This work will also help to address local air quality issues as well.

- **Monitoring**

A comprehensive monitoring programme will investigate a range of environmental, social and economic aspects to quantify the multiple impacts and benefits expected from the scheme. This work does not form part of the soft market testing and will be carried out by the project partners. A year's baseline monitoring will be established prior to the interventions and monitoring will



continue for 2 years post intervention. Parameters relating to air quality, surface water flooding, water quality, biodiversity, footfall, wellbeing and property prices will all be monitored, where appropriate.

The success of the project will be judged on the overall learning and research findings, putting the city at the forefront of this work internationally. However the legacy of the physical works will remain for the local community.

5. Outline Scope

The URBAN GreenUP project is set to deliver a range of different green interventions ('nature based' solutions) in 3 identified green corridor areas across the city; Demo site A - Baltic Corridor, Demo site B -City Centre and Business Improvement District and Demo site C – Otterspool/Jericho area.

The document for the Technical and Economic specifications appendix outlines the proposed interventions along with their locations and provisional funding allocations for each of the 3 sub demo areas. At this point it is intended to procure across the demo site areas for common nature-based solutions to achieve best value and efficiencies of scale. Although each nature based solution has an attached indicative budget we recognise that these will need to be flexible and there is an opportunity to increase or decrease the attached funding providing that the overall spend remains the same.

The capital based elements of the nature-based solutions will all need to be delivered within a 6 month programme between September 2019 and March 2020.

6. Supporting Information from the Authority

Supporting information is attached which comprises of:

- Technical and economic specifications for Liverpool. This document includes maps, locations, numbers and available budgets.
- Table of available costings and proposed output for each type of nature based intervention.



7. Terms Applicable to Response Document

7.1 Defined Terms applicable to this entire Response Document

The following defined terms are applicable to this entire Response Document and any related correspondence:

Authority	means Liverpool City Council;
Bidder	means a Tenderer or any party that participates in the response and making of a formal Offer
Offer	means a formal Offer to form a contract and supply goods, services or works to the Authority; for the avoidance of doubt, this Response Document is explicitly NOT to be interpreted under any circumstances as an invitation to any third party whatsoever incorporated or construed to submit an Offer to the Authority and the Authority accepts no liability should a Respondent be mistaken in this regard, and no act or omission of the Authority relating to this Pre-Tender Market Testing document can or should ever be construed to be a request or offer to form a contract;
Pre-Tender Market Testing, and/or Market Test	means any conversation and document and this process for soft market testing the relevant supply market issued by the Authority;
Respondent	means any potential supplier, market operator or authority that responds or provides information under this soft market test, regardless of whether they later become a Bidder or Tenderer under a more formal procurement process;
Response	means any response whether it is verbal or non-verbal submitted to the Authority in order to reply to this Pre-Tender Market Testing document;
Response Document	means specifically the written response that is expected by the Authority to be written and submitted by the Respondent;
Subject Matter	means the subject matter, material or otherwise, relating to the market and the suppliers and any other aspect requested by the Authority;
Tenderer	means a Bidder;

7.2 General Terms applicable to this entire Response Document

- 7.2.1 In no circumstances should this Pre-Tender Market Testing Document be construed by any party to be an invitation requesting an Offer from a Respondent (whether they have formed a Response in any form relating to this Pre-Tender Market Testing Document or not).
- 7.2.2 Any Response from a Respondent which takes the form of an Offer shall not under any circumstances be contractually binding upon the Authority.
- 7.2.3 The Respondent is requested to provide answers to the specific questions asked in Part B Section 2.



- 7.2.4 The Respondent may at their own option provide additional information beyond that which is requested as “in-scope”, but this must be clearly marked as such.
- 7.2.5 Any pricing submitted under Part B, Section 4 is for information and estimation purposes by the Authority, shall not be shared with any third party that is not the Authority as it shall be deemed confidential information of the Respondent, although it may be used by the Authority for the purposes of budgetary and financial forecasting or planning.
- 7.2.6 If any information provided by the Respondent is deemed by the Respondent to be confidential information which should not be shared with a third party, the Respondent accepts the direct obligation to mark it as such in each section of Part B.
- 7.2.7 The Respondent accepts that the Authority has the direct obligation and legal requirement under the Public Contract Regulations 2015 to provide information received under this Market Test to any Tenderers should the Authority decide to proceed into an OJEU-compliant tendering exercise on the basis of information received. This means any Tenderers not given a chance to participate in this soft Market Test must be given the same information and opportunity as the Respondent in this Market Test, as well as any answers or a summary of answers provided to ensure the principles of the legislation and the directive relating to fairness and transparency.
- 7.2.8 The Respondent accepts that should it mark information provided under this Market Test as confidential information and it should later be found or judged by any relevant authority or judicial process not to be confidential information, and/or possibly leading to or contributing to a determination that any subsequent and related Tendering process resulting in an Offer, than the Respondent is fully liable for all and any direct or indirect loss or liability experienced by the Authority.
- 7.2.9 The Authority makes no representation or guarantee or promise that this Pre-Tender Market Testing will lead to any further competitive opportunity or Tender process.
- 7.2.10 The Authority is subject to the Freedom of Information Act 2000 (hereinafter “FOI”), all regulations made under it and any amendment or re-enactment of any of them and any guidance issued by the Information Commissioner in relation to such legislation. Respondents shall be aware that the information they provide could be disclosed in response to a request under the FOIA.
- 7.2.11 The Authority will use all reasonable endeavours to consult with Respondents over the release of information which is highlighted by a Respondent as commercial sensitive or confidential.
- 7.2.12 No Response to this Pre-Tender Market Testing Document should be covered by a general statement regarding its overall confidentiality
- 7.2.13 Any timescales given in this Pre-Tender Market Testing Document are indicative only and should be treated as such, with the Authority explicitly having the right to vary, reduce or increase any timescale where it may be indicated or implied.



- 7.2.14 Irrespective of the fact that no further Tendering opportunity is guaranteed as a result of this Market Test, the Respondent should be aware that the provision of false or misleading information could later lead to appropriate charges being brought on the grounds of material misrepresentation. In no circumstances or situation shall the right of the Authority be prejudiced for any other civil remedy available to the Authority and will not prejudice any criminal liability of the Respondent that such conduct by the Respondent may attract.
- 7.2.15 The information contained within this Market Test has been prepared by the Authority in good faith but does not purport to be comprehensive or to have been independently verified. Respondents should not rely on the detailed information contained in this Pre-Tender Market Testing Document and should carry out their own due diligence checks and verify the accuracy of the detailed information contained in this Pre-Tender Market Testing Document at any appropriate stage. Nothing in this Pre-Tender Market Testing Document is, or should be construed as, a promise or representation as to the future.
- 7.2.16 None of the Authority, the Authority's members, directors, officers, employees, agents or advisors make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Pre-Tender Market Testing Document or any part of it (including but not limited to loss or damage arising as a result of reliance by the Respondent on the Pre-Tender Market Testing Document or any part of it).
- 7.2.17 The costs or expenses incurred by any Respondent or other person will not be reimbursed by the Authority and neither the Authority nor any of their representatives will be liable in any way to any Respondent or other person for any costs, expenses or losses incurred by any Respondent or other person in connection with any procurement result from this Market Test.
- 7.2.18 At all times this Market Test is subject to the laws of England and Wales.



PART B – INFORMATION FROM THE RESPONDENT

The Respondent is to answer all questions and all sections in this Part of the Pre-Tender Market Testing document.

1. Form of Company Details

Nature of information	Description of Response expected	Response
Name of legal entity or sole-	Unique name of legal entity or name of individual	
Registered officeAddress	Address line 1 (Property name/number)	
	Address line 2	
	Address line 3	
	Town	
	County	
	Postcode	
Website address	website (if applicable)	
ContactDetails for Enquiries	Title (Mr, Mrs, Ms, etc.)	
	Forename	
	Family name	
	Job title	
	e-mail	
	Telephone number	
	Fax number	
	Address line 1 (Property name/number)	
	Address line 2	
	Address line 3	
	Town	
	County	
Postcode		
Registration number, if registered with Companies House or equivalent	Registration number with Companies House	
	Registration number with equivalent body	
Charity registration	Registration number (if applicable)	
VAT registration number	VAT Registration number	



Name of immediate parent company	Unique name of legal entity	
Name of ultimate parent company	Unique name of legal entity	

2. Specific Question Set Answers

The following questions should each be answered to the fullest extent possible by the Respondent:

Packaging of lots

There are a number of different elements to be delivered across 3 city centre sites. The interventions will be on both public and private land and several will require a design, build and install approach. There will be 3 key procurement routes or categories:

- In-house procurement using existing city council arrangements
- External open tender for design/build/install on city council owned land
- External open tender for design/build/install on privately owned land.

Procurement will be themed under each of these categories into various lots, based on the types of works envisioned.

Please see Table 1 for the proposed groupings or lots under each category.
Please see table 2 for the proposed numbers/units and available funding.

1	Outline your experience and track record in installing successful nature based solutions – both off the shelf and customised design.
Question Answer:	



Do you consider that the current proposed groupings of lots will provide best value and offer efficiencies of scale? YES/NO.

2	If no, how can the lots be packaged to attract commercial interest in delivery to meet the project outcomes?
Question Answer:	

Some proposed nature based solutions such as green walls, green roofs and rain garden are specialist. Do you think these should be delivered by experienced niche practitioners? YES/NO

3	What other elements of the scheme would benefit from using specialist delivery agents and why?
Question Answer:	

4	What comments can you provide on the indicative funding associated with each of the lots? (<i>Which of the lots would need more or less funding?</i>)
Question Answer:	



Route marking/engagement

Delivery of the project and reinforcement of the green routes will only be successful if the local community are engaged and aware of the project and understand and value the green interventions. The art and bio app funding packages are directly targeted at engaging the local community. We are keen to group these funding allocations and potentially add in additional money to create a more interesting lot that seeks to combine a bioapp, community involvement with art and way marking of the routes.

5	What experience do you have of working with local communities (residents, schools, churches, school, colleges, businesses) on multidisciplinary projects?
Question Answer:	

Do you think there would be a commercial appetite for the combined package of waymaking, art and bioapp? YES/NO

Do you think this would be best delivered through a consortium of organisations that bring different skills together? YES/NO

Innovation

The project is about innovation and where possible we are keen to embrace new ideas and proven technology and do it differently whilst leaving a green legacy.

5	Where does this project provide opportunities to be innovative and do this at low or no cost?
Question Answer:	



6	What can we do that delivers on the outcomes that is either new or will raise the profile of NBS?
Question Answer:	

Delivery

The capital elements of the NBS interventions need to be delivered in a 6 month window between September 2019 and March 2020.

Do you think the listed NBS interventions can be delivered within the 6 month timeframe of September 2019 - March 2020? YES/NO

7	If you think the NBS interventions cannot be delivered in this timeframe please say why.
Question Answer:	

8	Please indicate the lead in and mobilisation time to deliver the listed Nature Based Solutions, together with the time you consider necessary to deliver and complete the works.	
	Lead in/Mobilisation time (in WEEKS)	Installation time (in WEEKS)
	Nature Based Solution type	
	Tree planting in soft ground	
	Tree planting on Highways	
	Tree planting in containers/mobile gardens	
	Hydro-seeding on dock slipway	
	Pollinator planting/sowing on verges	
	Installation of dropped kerbs	
	Highways accessibility/surface improvements	



Rain garden		
Rain garden with semi permeable pavement		
Green screens		
Green walls/pollinator walls		
Floating island		
Green roof		

Issues and Risks

The project is a research based initiative and the learning will be shared between follower cities and more widely.

9	From your experience, what are the key issues or risks that you think could prevent successful delivery of the proposed NBS and associated outcomes and how can these be managed?
Question Answer:	

Future Involvement

Do you think there is any opportunity in the delivery of this work to support student or apprenticeship placements? YES/NO

Would you be interested in tendering for parts of the outlined proposals? YES/NO

10	Please confirm your preference for all relevant aspects that you would be interested in tendering for.
Question Answer:	

This is a Market Test and not a competitive Tender, so no scoring or weighting is required for any answer to any of these questions.



3. General Information Provided

The Respondent provides the following general information

1. There are no word limit or diagram or picture restrictions
2. Expand the box as much as required to provide/enter information



4. Indicative Pricing

The Respondent provides the following pricing information

1. Please make pricing as comprehensive as possible
2. Pricing shall not be shared with any other party apart from the Authority (it is commercially sensitive information to the Respondent and would be removed before sharing as part of any resultant tender process)
3. Expand the box as much as required to provide/enter information

Item	Detail	Estimated costings or range of costings per/m ² or per unit
Procurement and planting of Shade trees in soft ground	14cm-16cm girth <i>Ginkgo Biloba, Pinus nigra 'Austriaca, Metasequoia glytostroboides, Quercus Ilex, Ulmus lutece 'Nanguen', Tamarix gallica</i>	
Procurement and planting of Shade trees in tree pit (based on sylva cells)	14cm-16cm girth <i>Ginkgo Biloba, Pinus nigra 'Austriaca, Metasequoia glytostroboides, Quercus Ilex, Ulmus lutece 'Nanguen', Tamarix gallica</i>	
Procurement and planting of Cooling Trees in soft ground	16cm -20cm girth. Air pruned.	
Procurement and planting of Urban Trees in large containers	Containerised to hold trees of 16-20 cm girth on highways. Secure, attractive, robust.	



Modular green panel wall	Pocket variety with irrigation at ground and first floor level	
Cable green wall	Trellis variety at ground floor level	
Pollinator green wall at height	Planted with pollinator species above first floor level	
Pollinator planting soft ground	verges and spaces	
Pollinator planting dock slipway	Low growing, colourful, salt tolerant pollinator species	
Green fence/green screen with irrigation	Semi permanent feature , 1 -2 m high	



Raingarden	hard landscape (retrofit) with semi permeable paving and a rain garden or planting	
SUD soft ground	With peripheral planting	
Floating island (salt water dock)	1 -3 planted units up to 60m ² total	
Floating reed bed (freshwater lake)	(up to 12m ²)	



5. Declaration

I can confirm that the information provided in this Response Document is to the best of my knowledge accurate at the time of writing.

I understand that this Response Document does not form part of a formal Tender process and nor does it constitute an Offer.

Signed	
Name(s) (<i>Block Capitals</i>)	
Position(s)	
Date	



6. Appendix to Part B – Any Additional Information

The Respondent is provide any additional information in this Appendix to the Pre-Tender Market Testing document.

Additional information can be submitted in separate files if necessary, but please ensure this are in word, excel, powerpoint or pdf accepted file formats only.

List of additional information appended to this document (in-scope)
7. [Respondent to insert a full list of the additional information provided here]

List of additional information appended to this document (out-of-scope)
8. [Respondent to insert a full list of the additional information provided here]



Appendix 5

Table 1. Proposed Groupings/Lots for Procurement

Category of procurement	Grouping/ lot number	Theme	Detail of proposed groupings or lot number	Site Locations	Additional Information
In-house procurement using existing city council processes, frameworks and agreements	1	Tree planting	Tree planting into soft ground Tree planting on highways Tree planting on SuD schemes	A and C A, B, C B	
	2	Planting/Sowing	Hydroseeding slip way to Dock Pollinator planting on verges and spaces	A A and C	
	3	Highways	Installation of dropped kerbs Accessibility and highways improvements at road crossings	A and C A and C	
External open tender for design/build/install on city council owned land	4	Water Nature Based Solutions (NBS)	Rain garden with semi permeable pavement Floating reed bed Small open water pond Large open water SuD	A C C C	
	5	Container trees	Trees in containers Mobile trees/gardens in containers	A B	
	6	Vertical Green Structures	Green screens Green trellis wall	A and C C	
	7	Combined Package	Bio app, art and waymarking as a combined package of works	A	Ideally extendable to B and C
External open tender for design/build/install on privately owned land	8	Vertical Green Structures	Modular panel green wall Green screens	A A	With land owner 1
	9	Water NBS	Raingarden	A	With land owner 1
	10	Water NBS	Floating island with habitat features	A	With land owner 2
	11	Vertical Green Structures	Pollinator wall	B	With landowner 3
	12	Vertical Green Structures	Green Roof	B	With landowner 4



Table 2. Procurement items: Proposed numbers/units and available funding

Note: Costs are indicative and subject to exchange rates

Item/s	Allocated Funding (£ pounds)			Total Pounds £ Available	Number/Sizes Proposed			Total Number/ Size Proposed	Notes
	Site A	Site B	Site C		Site A	Site B	Site C		
Shade trees	85,105	17,021		119,147	24	2	0	46 trees	Shade and cooling costs combined
Cooling trees (containers)		17,021			19	2	0	35 trees	
Urban catchment forestry	142,977	339,376		482,353	0	30	32	62 trees	
Urban Carbon Sink			17,701	17,701			34	34 trees (20 in ground, 14 in containers)	
Green walls and green screens	81,701		32,680	114,381	100 151		30	100m ² panel wall 30m ² trellis wall 151 m ² green screen	
Pollinator wall		245,377		245,377		200		200m ²	
Green pollinator roof		50,814		50,814			50	50m ²	
Pollinator planting verges	122,552		4,085	126,637	5820	0	3091	8911m ²	
Art	27,233			47,326				N/A	Small additional funding possible
Bio app	20,093							1	
Suds			306,380	851,056			300 1500	300m ² open water pond 1500m ³ SUD	Suds, raingarden and hard drainage costs combined
Hard drainage pavements	544,676				50 350			50m ³ rain garden 350m ² hard drainage pavement	



Floating garden saltwater	71,044			71,044	60			60m ²	Deliver both within floating saltwater garden budget
Floating reed bed	0							12m ²	
Mobile gardens /Trees		47,363		47,363				2	

(xe.com 24/09/2018 1 Euro = £ 0.897030)



Appendix 6

The documentation for Appendix 6 is the Technical and Economic Specifications for the Liverpool Demo sites. In the word version of this document these can be accessed through the embedded icon. In the pdf version of the document this is not possible.

Appendix 6 comprises of:

Task 3.3, Technical and Economic Specifications for Sub Demo A – Baltic Corridor

Task 3.4, Technical and Economic Specifications for Sub Demo B – City Centre/BID

Task 3.5, Technical and Economic Specifications for Sub Demo C – Otterspool/Jericho

The documentation relating to each of these was submitted at the end of August 2018. To reproduce them in their entirety here would duplicate earlier work and hugely increase the size of the submitted document so for this reason they are omitted.

