



# Bedfordshire

## Fire & Rescue Service

# PROCUREMENT POLICY

Volume 1101 : FINANCE AND PROCUREMENT

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## 1. Purpose

- 1.1. The purpose of this document is to set out the internal processes and procedures that must be adhered to by all personnel who are directly or indirectly involved in the commissioning, procurement and contract management of public contracts on the Authority's behalf.
- 1.2. The Authority's mission statement for procurement is:  
"Achievement of the lowest whole life cost and clearly defined benefits in the commissioning of goods, works and services procured at the right time, within budget and scope and of the required quality in an ethical and socially responsible manner"
- 1.3. The Authority's strategic objective is to deliver a procurement function that is:
  - Ethical
  - Effective
  - Efficient
  - Commercial
  - Sustainable
  - Innovative
  - Socially Responsible

## 2. Legislative Framework

### 2.1. National Procurement Legislation

- 2.1.1. When procuring public contracts (except for utilities and concession contracts), the Authority must act in accordance with relevant national procurement legislation, ensuring that the principles of fairness, transparency, non-discrimination and proportionality are observed and that all procurement activity is conducted in compliance with the Public Contracts Regulations 2015 (as amended from time to time).
- 2.1.2. When procuring utilities public contracts, the Authority must undertake all procurement activity in compliance with the Utilities Contracts Regulation 2016 (as amended from time to time).
- 2.1.3. When procuring concession public contracts, the Authority must undertake all procurement activity in compliance with the Concession Contracts Regulation 2016 (as amended from time to time).
- 2.1.4. The procurement principles of fairness, transparency, non-discrimination and proportionality must be observed at all times.
- 2.1.5. Authority personnel who intentionally or unintentionally breach any one of the provisions as set out within this Procurement Policy have the potential of contributing in the Authority being subject to an audit review (internal or external), a legal challenge leading to financial penalties and / or a reputational damage.

### 2.2. Public Contracts Regulations 2015 (as amended)

- 2.2.1. The Public Contracts Regulations ('Regulations') 2015, detail the rules that must be implemented when procuring public contracts. The Regulations provide the

legislative framework for public contracts which have an aggregated value over the term of the contract (including any extensions and variations) which is equal to or exceeds a set of agreed financial thresholds.

2.2.2. All public contracts covered by the Regulations must be procured in compliance with the Regulations, unless the subject-matter of the public contract falls under any one of the following classifications (list not exhaustive), which are subject to a lighter regime ('Light Touch Regime') allowing the Authority to inject flexibility in the application of the Regulations:

- Health, Social and Related services;
- Educational, cultural and training services;
- Compulsory social security services;
- Hotel and Restaurant Services;
- Specific types of legal services;
- Investigation and Security services; and
- Postal Services;

2.2.3. The current financial thresholds under the Public Contracts Regulations 2015 (as amended) which are mandating the application of the full legislative regime are:

	Supplies & Services	Works Contracts
Central Government (e.g. Cabinet Office, DWP, DfE etc)	£138,760	£5,336,937
Other Contracting Authorities (e.g. Fire & Rescue Services, Police, Local Authorities)	£213,477	£5,336,937
Small Lots	£70,778	£884,720

### 2.3. Exclusion of Specific Public Contracts for Services

2.3.1. In accordance with Regulation 10, the 2015 Regulations do not apply to the following types of public services contracts (list not exhaustive) and therefore Authority personnel are permitted to enter into contractual arrangements without having to undertake a tendering process. Due to the complex nature and the caveats associated with some of these types of contracts, Authority personnel are strongly advised to consult with the Procurement Team prior to taking any action for the purpose of verifying that an exclusion is applicable.

- Acquisition or rental of land, existing buildings or other immovable property;
- Acquisition, development, production or co-production of material intended for audio-visual or radio media services;
- Arbitration or conciliation services;
- Legal advice given in preparation to legal proceedings and legal representation in such judicial proceedings held before the courts, tribunals or public authorities of a European Union (EU) Member State or a non-European Union (EU) Member State;

- Document certification and authentication services;
- Employment contracts<sup>1</sup>;
- Credit and Loan agreements; and
- Financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments (including but not limited to investment undertakings and pension funds, investment services and ancillary activities, services related to underwriting, advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings).

2.3.2. For the avoidance of doubt, this Procurement Policy shall not be applicable to any of the public services contracts listed in Regulation 10 of the 2015 Regulations as amended.

#### 2.4. Local Government Act 1999

2.4.1. Fire and Rescue Authorities have a duty under Section 3 of the Local Government Act 1999 to secure 'best value', having full regard to a combination of economy, efficiency and effectiveness. The Authority is committed to undertaking all procurement activities in a manner which promotes quality and value for money through effective competition.

2.4.2. Procurement documents shall state that although the Authority is seeking to procure contracts which are capable of offering good quality, sustainable, well-designed and future-proofed solutions, it is also required to achieve the desired outputs in the most economic, effective and efficient way possible.

2.4.3. As a means of securing best value and ensuring that agreed budgets are not exceeded, appropriate and proportionate affordability caps must be considered and applied, if it is deemed to be fitting to the subject-matter of the contract, the market and the overall procurement strategy.

2.4.4. Bidders whose pricing proposals breach the relevant affordability caps shall be disqualified from the procurement.

#### 2.5. Social Value

2.5.1. The 2015 Regulations expressly allow contracting authorities to incorporate social and environmental aspects into specifications, award criteria and contract conditions, where these are linked to the subject-matter of the contract, proportionate to what is being procured or provided, and will not result in unequal treatment of Bidders. This could include promoting innovation, employment and social inclusion, protection of the environment, energy efficiency, and combating climate change.

2.5.2. The Public Services (Social Value) Act 2012, which came into force on 31 January 2013, requires public sector authorities to consider how they could improve the economic, environmental and social wellbeing of their local area through their procurement activities.

2.5.3. The Authority is committed to ensuring social value and sustainable use of resources is embedded throughout the procurement process from commissioning to contract management and outcomes measurement.

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<sup>1</sup> N.B Contracts with third (3<sup>rd</sup>) party recruiters for the provision of agency staff are NOT defined as 'employment contracts' and therefore must be procured in line with this Procurement Policy.

2.5.4. Social value considerations shall be tailored to reflect the size and scope of the relevant contract and shall be embedded into all procurement and contract management activity by producing procurement strategies, technical specification documents, evaluation models and contract terms which consider:

- Accessible supply chains
- Equality – such as gender pay balance, ethnic minorities representation, inclusion and improved staff mental health wellbeing, improved community cohesion;
- Environmental impact;
- Use of sustainable and environmentally friendly materials;
- Improving employability and skills in the local community by encouraging apprenticeships;

## 2.6. Additional Strategic Considerations

### a) National Fire Chiefs Council ('NFCC')

2.6.1. NFCC is the leading professional and technical voice of UK Fire and Rescue Service and its aim is to:

- Strengthen the professional / operational leadership of the Fire and Rescue Service;
- Improve national co-ordination;
- Reduce duplication and increase efficiency;
- Support local service delivery; and
- Provide increased influence for Fire and Rescue Authorities and their Services.

2.6.2. In response to a request by the Home Office for greater transparency and collaboration in procurement, NFCC established the Fire Commercial Transformation Programme ('FCTP'), whose purpose is the implementation of a package of reforms in the commercial operation of the sector. Within this context, the FCTP has identified six (6) key categories of expenditure, as follows:

- Clothing (including Personal Protective Equipment – PPE);
- Construction and Facilities Management;
- Fleet;
- ICT;
- Operational Equipment; and
- Professional Services.

2.6.3. The Authority's Procurement Manager shall be responsible for ensuring that category strategies are produced, observed and regularly reviewed for all six (6) categories of spend. Budget Managers and Contract Managers shall assist the relevant procurement lead in the production and maintenance of the category strategies and will be responsible for ensuring that their service area's business objectives are fully embedded in the respective category strategy.

2.6.4. Category strategies shall be approved by the relevant Functional Head and the relevant Principal Officer.

### b) Policing and Crime Act 2017

2.6.5. The Policing and Crime Act 2017 introduced a new duty on the police, fire and rescue and ambulance services to keep collaboration opportunities under review and, where it is in the interests of their efficiency or effectiveness, to put those

collaboration opportunities into practice. The duty is deliberately broad to allow for local discretion so that the emergency services themselves can decide how best to collaborate for the benefit of their own communities.

2.6.6. The Authority's Procurement Manager shall be responsible for ensuring that collaboration opportunities are identified at an early stage and that the Authority fully observes its duty to collaborate, as and when this is deemed appropriate.

2.6.7. The Authority's Procurement Manager will discuss collaboration opportunities with the appropriate Principal Officer for the purpose of obtaining approval to collaborate prior to any further procurement activity being undertaken.

c) National Procurement Strategy for Fire and Rescue Services

2.6.8. The National Procurement Strategy 2018 is based on the Local Government National Procurement Strategy 2018 and focuses on three (3) 'Themes' as listed below:

- Leadership;
- Commercial Practice; and
- Delivering Local Benefits

2.6.9. In addition to the 'Themes', the Strategy also identifies the following four (4) 'Enablers':

- Developing our Staff;
- Procurement Systems and Data Transparency;
- Innovation; and
- Embedding Change

d) Health and Safety

2.6.10. The Authority requires that all suppliers, their employees and agents and where applicable, sub-contractors shall, while working for the Authority, conform with all requirements of the Health and Safety at Work Act 1974 and with all other Health and Safety Legislation that relate generally or specifically, to their trade, business or undertaking.

2.6.11. While working on the Authority's premises, Suppliers and Contractor's will be required to comply with the Authority's Health and Safety Policies.

2.6.12. Where Health and Safety Policies are submitted, the Health and Safety Advisor shall be responsible for assessing its compliance based on the evaluation criteria contained in the procurement documents.

e) Equality and Diversity

2.6.13. The Public Sector Equality Duty (the equality duty) is set out in Section 149 of the Equality Act 2010. It is a duty on public bodies and others carrying out public functions. Its purpose is to mainstream the consideration of equality and good relations into the decision making and business planning of all public sector bodies.

2.6.14. The Authority is committed to developing, promoting and delivering their services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, gender, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

2.6.15. Within this context and in accordance with the Authority's Equality Policy, the Authority's Responsible Officer (Service Area) for procuring works, goods and

services shall be responsible for engaging the Equality and Diversity Team prior to any procurement activity being undertaken for the purpose of ascertaining if the contract opportunity is likely to have or will have an impact on people or groups of people with protected characteristics.

- 2.6.16. Where Equality and Diversity Policies are submitted, the Equality and Diversity Manager shall be responsible for assessing its compliance based on the evaluation criteria contained in the procurement documents.

### **3. Financial Considerations**

#### **3.1. Financial Stability of Key Suppliers**

- 3.1.1. Key suppliers are those suppliers whose performance materially affects the ability of the Authority to deliver its vision, aims and objectives and whose failure as an organisation could prevent the delivery of important services to the public. The annual financial assessments shall be undertaken by the Head of Finance.
- 3.1.2. In the event it is established that a key supplier is under financial duress, the Head of Finance shall notify the Assistant Chief Officer at the earliest opportunity.
- 3.1.3. Where financial duress has been identified, Budget Managers shall be responsible for:
- Producing a Mitigation Plan for the identified key supplier identifying what actions would be taken to ensure service continuity in the event of the failure of such supplier;
  - Obtaining a copy of the key supplier's Business Continuity Plan; and
  - Holding regular contract management meetings as a forum for monitoring performance, gaining an up to date understanding of the supplier's position in the market and gathering information on the supplier's future development plans.
  - The Mitigation Plan and Business Continuity Plan must be reviewed and updated (as required) on an annual basis and copies provided to the Authority's Procurement Manager.

#### **3.2. Avoidance of Fraud**

- 3.2.1. The Authority recognises that there is a potential for fraudulent activity to occur when procuring goods, services or works.
- 3.2.2. The detection, prevention and reporting of fraud is the responsibility of all Members and employees of the Authority. These individuals are expected to:
- 3.2.3. Act with integrity
- 3.2.4. Comply with all relevant codes of conduct
- 3.2.5. Comply with contract standing orders, procurement regulations/legislation and financial regulations.
- 3.2.6. Where any fraudulent activity is identified or suspected, concerns should be raised via:
- Line managers
  - Corporate Management Team
  - Principal Officer Team
- 3.2.7. The Authority shall ensure that fraudulent activity in procurement is mitigated and managed through:

- fair and transparent procurement processes
- annual audit procedures

### 3.3. Corporate Insurance Requirements

3.3.1. In accordance with the Authority's Standard Terms and Conditions of Contract, suppliers must hold the following insurance levels as a pre-requisite for doing business with the Authority:

- Employer's (Compulsory) Liability Insurance = £5 million for each and every claim;
- Public Liability Insurance = £5 million for each and every claim; and
- Professional Indemnity Insurance (where relevant) = £1 million for each and every claim

3.3.2. Changes to the Authority's insurance requirements shall not be permitted without the written approval of the Assistant Chief Officer.

3.3.3. Contract award shall be dependent upon provision of valid insurance certificates.

3.3.4. The Authority's Procurement Manager shall ensure that renewal certificates are obtained from Contractors on an annual basis and copies are saved in the Procurement drive.

## 4. Procurement Process

### 4.1. Procurement Planning

4.1.1. The Procurement Team hold a project plan detailing all known band 3-5 procurement activity.

4.1.2. Regular meetings will be held with service areas to discuss planned procurements ensure activities are logged on the plan to allow appropriate resources to be allocated accordingly.

4.1.3. Where unplanned activity arises, it is the service area's responsibility to advise the procurement team at the earliest opportunity and discuss timelines and resource requirements.

### 4.2. Determining the Route to Procurement

4.2.1. The route to procurement shall be determined by the application of a set of bandings which are based on the estimated total aggregated value of the contract over the entire contract period (initial term and all possible extension periods).

4.2.2. The bandings are listed below as follows:

<b>Band</b>	<b>Expected Contract Value (including VAT)</b>	<b>Procurement Route</b>
Band 1	up to £4,999	evidence of Best Value
Band 2	£5,000 – £24,999	request a minimum of three (3) written quotes
Band 3	£25,000 – £59,999	release of a Contracts Finder Notice as a call for a national competition or delivery of a closed tender process under



		an established Framework Agreement or a Dynamic Purchasing System
Band 4	£60,000 – £213,477 (goods & services) / £5,336,937 (works)	release of a Contracts Finder Notice as a call for national competition or delivery of a closed tender process under an established Framework Agreement or a Dynamic Purchasing System
Band 5	greater than £213,477 (goods & services) / £5,336,937 (works)	release of a Find a Tender Service Notice as a call for competition at both a national and cross-border level (where relevant)

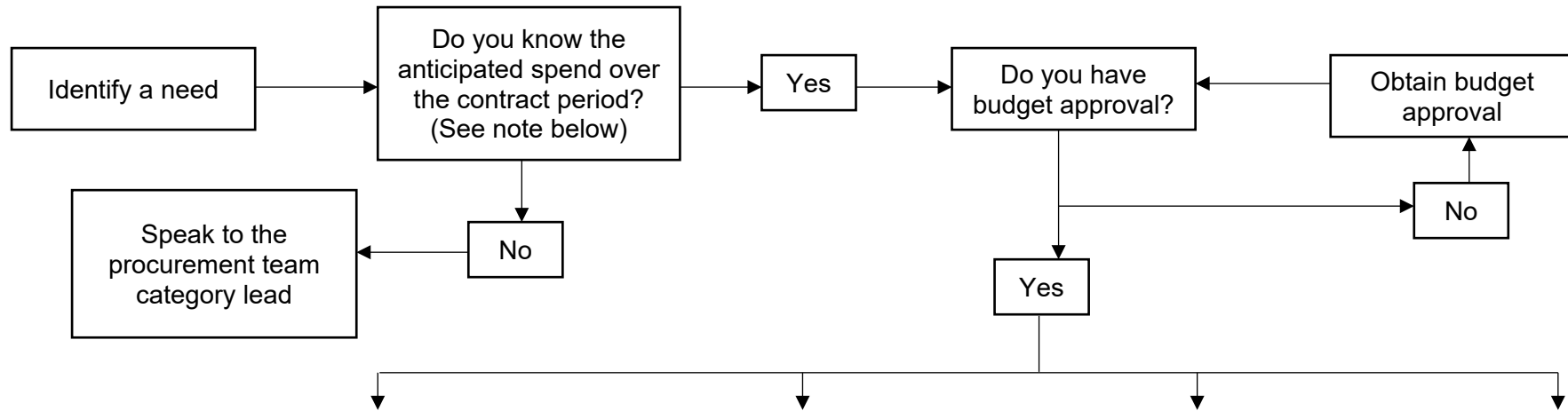
- 4.2.3. When calculating the estimated value of the contract to determine whether the regulations apply, the contract value estimation should:
- a) Be **excluding VAT** (where applicable).
  - b) Be for the **entire duration** of the contract (including any extension options)
- 4.2.4. Contract opportunities must not be sub-divided/broken down for the purpose of reducing the total value of the contract to bring the procurement exercise under the set financial thresholds and therefore exempt from the full procurement legislation regime. This obligation stands regardless of whether the purpose was intentional or not.
- 4.2.5. In the event the Authority's Procurement Manager establishes that a contract opportunity has been disaggregated, intentionally or unintentionally, they shall inform the Assistant Chief Officer or equivalent Principal Officer.

#### VAT and the Procurement Contract Regulations

- 4.2.6. From 1 January 2022, where the value of the contract is required to determine whether the regulations apply, the contract value estimation should be inclusive of VAT (where applicable).
- 4.2.7. The Procurement Team will liaise with the service area/budget manager where thresholds are approaching to allow the appropriate procurement route to be established.
- 4.2.8. The suggested, but not prescriptive, default for calculating VAT is to add an equal amount to the standard rate of VAT (currently 20%) to the contract estimation net amount. This would remove any problems of underestimating the contract value.

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### Procurement Process Summary



	BAND 1 - <£4,999	BAND 2 - £5,000 - £24,999	BAND 3 - £25,000 - £59,999	BAND 4 - £60,000 - £213,477 (services) / £5,336,937 (works) BAND 5 above £213,477 (services) / £5,336,937 (works)
Key documents / templates	New Supplier Request form Conflict of Interest Form Specification	Conflict of Interest Form Invitation to Quote Specification Technical questions	Request to Procure Conflict of Interest Form Invitation to Tender Tender Timeline	Request to Procure Conflict of Interest Form Invitation to Tender Tender Timeline

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	Request for Quote (RFQ) – if applicable	Suitability Assessment Questionnaire Tender Evaluation Outcome Report / Regulation 84 Report Procurement Audit Checklist Contract Award Letter Unsuccessful Bidder Letter New Supplier Request form Contract	Specification Technical questions Suitability Assessment Questionnaire (and associated documentation – Insurance Policies) Evaluation Scoring Record Tender Evaluation Outcome Report / Regulation 84 Report Contract Award Letter Unsuccessful Bidder Letter New Supplier Request form Contract	Specification Technical questions Suitability Assessment Questionnaire (and associated documentation – Insurance Policies) Evaluation Scoring Record Tender Evaluation Outcome Report / Regulation 84 Report Contract Award Letter Unsuccessful Bidder Letter New Supplier Request form Contract
Responsibility	Purchases of this value are the responsibility of the service area	Purchases of this value are the responsibility of the service area with support from the procurement team where required/appropriate	Procurements of this value are undertaken by the Procurement team with support from the service area	Procurements of this value are undertaken by the Procurement team with support from the service area
Procurement / purchase requirements	Purchase Order / card where permitted	Service area should contact the procurement category lead to obtain a contract reference number (this will start with BF, followed by a series of numbers).	Complete a Request to Procure Form and send to the procurement category lead.	Complete a Request to Procure Form and send to the procurement category lead.

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		<p>Service area should obtain a minimum of 3 quotes using the invitation to quote document.</p> <p>The same brief / specification document should be sent to the supplier electronically to ensure comparable costs are provided.</p> <p>Evaluation criteria should be identified and where quality will be evaluated along with price communicated to the potential suppliers.</p>	<p>The procurement team will work with the service area to understand the requirement and consider options for the best route to market. This may be a direct award or mini competition through an existing framework, or a formal request for quotes (RFQ) process or invitation to tender (ITT).</p> <p>The service area will be required to provide a clear specification and questions with weightings if required.</p>	<p>The procurement team will work with the service area to understand the requirement and consider options for the best route to market. This may be a direct award or mini competition through an existing framework, or a formal procurement process.</p> <p>The service area will be required to provide a clear specification and questions with weightings if required.</p>
<p>Evaluation</p>	<p>Service areas should retain documentation relating to additional considerations that are appropriate to the service/goods required.</p>	<p>Service areas should retain documentation relating to additional considerations that are appropriate to the service/goods required.</p>	<p>Supplier Bids will be evaluated as part of the evaluation criteria within the procurement process.</p> <p>Evaluation will be carried out by an Evaluation panel,</p>	<p>Supplier Bids will be evaluated as part of the evaluation criteria within the procurement process.</p> <p>Evaluation will be carried out by an Evaluation panel,</p>

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	This should include decisions about which considerations are appropriate and any discussions the supplier regarding these.	This should include decisions about which considerations are appropriate and any discussions the supplier regarding these.	with a moderation meeting to agree final scores.	with a moderation meeting to agree final scores.
Evidence Best Value	<p>Best Value means:</p> <p>Choosing a supplier that offers the best balance between the whole life cost (from acquisition to disposal) of goods and services against predefined requirements;</p> <p>Generating savings through corporate or collective action with other public bodies; and</p> <p>Generating efficiency savings through streamlining the procurement process.</p> <p>Best Value can be evidenced through:</p> <ul style="list-style-type: none"> <li>Cost of the provision</li> <li>Expertise of supplier</li> <li>Quality of service delivery</li> <li>Supporting efficiencies in the service</li> </ul>			
	Service areas should retain documentation relating to best value – copies of quotes obtained, discussions relating to the award of the contract to the supplier.	Service areas should retain documentation relating to best value – copies of quotes obtained, evaluation undertaken (analysis of cost / quality), discussions	Best value will be evaluated as part of the evaluation criteria within the procurement process, based on the most economically advantageous tender (MEAT) criterion which takes account of	Best value will be evaluated as part of the evaluation criteria within the procurement process, based on the most economically advantageous tender (MEAT) criterion which takes account of

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	relating to the award of the contract to the supplier.	criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price.	criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price..
Additional Considerations	Other factors such as EDI, the environment and social value may also play a big part in how the contract can be delivered. For every opportunity, contract owners may want to consider:		
Equality, Diversity & Inclusion	Compliance with the Equality Act (or any replacement) – has an Equality Impact Assessment been completed?		
Environmental impact	Social and environmental benefit achieved through spend with suppliers such as working towards net zero emissions		
Sustainability	Sourcing more goods, services and works locally		
Social Value	Ethical and sustainable sourcing through supply chains		
SME	Creating employment opportunities for local people		
	Using contracts to maximise social value benefits		
	Maximising opportunities for local SMEs and VCSEs		
	Reducing the negative impact of contract delivery on the environment		
	Promoting the use of sustainable and environmentally friendly materials in the delivery of public contracts, having full regard to the three (3) R's of the waste hierarchy (“Reduce, Reuse, Recycle”)		
	Are there any GDPR considerations? (Does this arrangement include personal data? How will this be shared? What GDPR considerations need to be included in the contract?)		
	<a href="#">Carbon footprint</a>		

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<p>Evaluation Process</p>	<p>Service areas evaluate based on identified criteria (usually price but may include additional considerations above).</p> <p>Evidence of the evaluation must be retained for audit purposes.</p>	<p>Service areas evaluate based on identified criteria (usually price but may include some quality requirements and additional considerations as above).</p> <p>Evidence of the evaluation must be retained for audit purposes.</p>	<p>An evaluation panel will be established with the service area.</p> <p>The procurement lead will discuss evaluation process with the service area/panel and provide training and documentation for evaluations.</p> <p>Evidence of the evaluation will be retained by the procurement team.</p>	<p>An evaluation panel will be established with the service area.</p> <p>The procurement lead will discuss evaluation process with the service area/panel and provide training and documentation for evaluations.</p> <p>Evidence of the evaluation will be retained by the procurement team.</p>
<p>Sign off procedure</p>	<p>Budget holder to sign off based on relevant information.</p>	<p>Summary of quote process through a Tender Evaluation Outcome Report or Regulation 84 Report for framework or DPS call off's where there is more than one supplier on the framework.</p>	<p>The procurement team will liaise with the relevant individuals to obtain sign off for the procurement process. This will involve a Tender Evaluation Outcome Report or Regulation 84 Report for framework or DPS call off's where there is more than one supplier on the framework.</p>	<p>The procurement team will liaise with the relevant individuals to obtain sign off for the procurement process. This will involve a Tender Evaluation Outcome Report or Regulation 84 Report for framework or DPS call off's where there is more than one supplier on the framework.</p>

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			<p>The service area will be asked to support and review the information in the report, which will then be approved at Procurement, Finance and CMT/PO level.</p>	<p>The service area will be asked to support and review the information in the report, which will then be approved at Procurement, Finance and CMT/PO level.</p>
<p>Award Process</p>	<p>The successful supplier can be notified via email of the Authority's intention to proceed with them.</p>	<p>The successful supplier must be notified in writing of the Authority's intention to proceed with them.</p> <p>The successful supplier should be asked to complete a Suitability Assessment Questionnaire providing details of the company set up and structure.</p>	<p>The procurement team will liaise with the successful and unsuccessful suppliers to notify them in writing of the Authority's intention to proceed with them.</p> <p>The successful supplier will be asked to complete a Suitability Assessment Questionnaire providing details of the company set up and structure.</p> <p>Award of the contract will be subject to a 10-day standstill period (this may be waived in exceptional circumstances).</p> <p>Awarded contracts will need to be published on the Government's Contracts Finder Site.</p>	<p>The procurement team will liaise with the successful and unsuccessful suppliers to notify them in writing of the Authority's intention to proceed with them.</p> <p>The successful supplier will be asked to complete a Suitability Assessment Questionnaire providing details of the company set up and structure.</p> <p>Award of the contract will be subject to a 10-day standstill period (this may be waived in exceptional circumstances).</p> <p>Awarded contracts will need to be published on the Government's Contracts Finder Site.</p>



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Supplier set up	If this is a new supplier, or a supplier who is no longer active on the finance system, a request will need to be made to set the supplier up through the procurement team using a "Supplier Request" form.	If this is a new supplier, or a supplier who is no longer active on the finance system, a request will need to be made to set the supplier up through the procurement team using a "Supplier Request" form.	If this is a new supplier, the procurement team will collate the relevant information to set the supplier up.  The procurement team may require the service area to complete the "Supplier Request" form.	If this is a new supplier, the procurement team will collate the relevant information to set the supplier up.  The procurement team may require the service area to complete the "Supplier Request" form.
Purchase Order	Service area is responsible for raising the purchase order.  If item cards are required for GP this must be requested through the procurement team. The relevant budget code will need to be provided.	Service area is responsible for raising the purchase order  If item cards are required for GP this must be requested through the procurement team. The relevant budget code will need to be provided.	Service area is responsible for raising the purchase order  If item cards are required for GP this must be requested through the procurement team. The relevant budget code will need to be provided.	Service area is responsible for raising the purchase order  If item cards are required for GP this must be requested through the procurement team. The relevant budget code will need to be provided.
Contract requirements	These are often one-off purchases, or purchases of goods, which do not need a contract, and terms are in line with our purchase order terms.	Small value contract terms If these require amendment to cater for any special requirements, please contact the procurement team.	Suppliers will be required to sign a contract. This process will be led/managed by the procurement team.  Key Performance Indicators	Suppliers will be required to sign a contract. This process will be led/managed by the procurement team.  Key performance Indicators

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<p>Contract Register update</p>	<p>In accordance with the Local Government Transparency Act 2015, there is no legal requirement placed on the Authority to record contracts with a total value that is less than £5,000. As such, Band 1 Procurements shall not be recorded in the Authority's Contracts Register, however the procurement team will monitor spend against organisations to ensure they remain within the stipulated values.</p>	<p>Service areas are responsible for advising the procurement team of all contracts over £5,000 so the contract register can be kept up to date.</p>	<p>Procurement will be responsible for updating the contract register.</p>	<p>Procurement will be responsible for updating the contract register.</p>
<p>Contract Management procedure</p>	<p>Contract management remains the service area responsibility.</p>	<p>Contract management remains the service area responsibility.</p>	<p>Contract management remains the service area responsibility.</p> <p>The procurement team can provide advice/support if required. This should be discussed on a case-by-case basis.</p>	<p>Contract management remains the service area responsibility, however the procurement team may need to be involved in some of the contract management process. This will be discussed during contract negotiation phase.</p>

## 5.1. Communication

- 5.1.1. In accordance with the 2015 Regulations, the Authority is obliged to use e-communication for all information exchanged in respect of an award of a contract that is subject to the full regime of the Regulations (please refer to paragraph 2.5 above for the definition of the full regime).
- 5.1.2. All communications with suppliers during the course of the procurement process shall be undertaken using electronic means such as Microsoft Outlook email or the Authority's e-tendering portal.

Band / Contract Value	Accepted Electronic communication
BAND 1 - <£4,999	E-mail
BAND 2 - £5,000 - £24,999	E-Tendering Portal / other means agreed with procurement manager
BAND 3 - £25,000 - £59,999	E-Tendering Portal
BAND 4 - £60,000 - £213,477 (services) / £5,336,937 (works)	E-Tendering Portal
BAND 5 £213,477 (services) / £5,336,937 (works)	E-Tendering Portal

- 5.1.3. Where possible, Band 2 Procurements should be undertaken using the Authority's e-tendering portal. If this is not possible, the Authority's Responsible Officer (Service Area) should liaise with the procurement team to discuss the issues and find an agreeable solution.
- 5.1.4. Hard copy tender submissions shall not be accepted without prior authorisation from the Authority's Procurement Manager and only in exceptional circumstances (e.g. small local supplier who does not have access or does not know how to use electronic means). Where a hard copy submission is accepted, an audit trail of decision making must be kept and stored with the tender and contract documentation.

## 5.2. Conflict of Interest ('COI')

- 5.2.1. A range of circumstances can arise in the context of procurement and other commercial activity which constitute a conflict of interest. The Regulations say that a conflict exists where relevant staff members have direct or indirect financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the procurement process.
- 5.2.2. It is the Authority's responsibility to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures, so as to avoid any distortion of competition and to ensure equal treatment of all bidders and suppliers.
- 5.2.3. The Authority's Procurement Lead shall be responsible for ensuring that Conflict of Interest ('COI') Forms are completed and signed by all Authority personnel to be

involved in the procurement and submitted to the Authority's Procurement Manager electronically prior to any activities being undertaken.

- 5.2.4. It is then the responsibility of all individuals involved in the procurement to notify the Procurement Manager if any actual or potential conflicts as soon as they become aware of any such conflicts. This can be either before the procurement commences or during the process.
- 5.2.5. In the event an actual and/or a potential Conflict of Interest is identified, the following actions will be taken at the Authority's Procurement Manager's discretion (where relevant, in conjunction with advice received by external legal advisors) having full regard to the banding of the procurement and the impact that a Conflict of Interest may have on the procurement:
- 5.2.6. The relevant Authority personnel shall be removed from the procurement with immediate effect; or
- 5.2.7. The relevant Authority personnel shall be involved in some aspects of the procurement with controlled access to procurement and Bidder information.

### 5.3. Pre-Tender Market Engagement

- 5.3.1. Before commencing a procurement, the Authority may conduct market consultations with a view to preparing the procurement and informing suppliers of their procurement plans and initial requirements.
- 5.3.2. Market engagement activity may also be used to assist the Authority to better understand its requirements.
- 5.3.3. Any market engagement will be proportionate to the scale, complexity and value of the requirement.
- 5.3.4. It shall be the responsibility of the Authority's Procurement Team to direct, organise and conduct all Pre-Tender Market Engagement activities for any procurement activity over Band 3.
- 5.3.5. For Band 1 or 2 procurements, the Procurement Team must be consulted and will advise on involvement and requirements on a case by case basis.

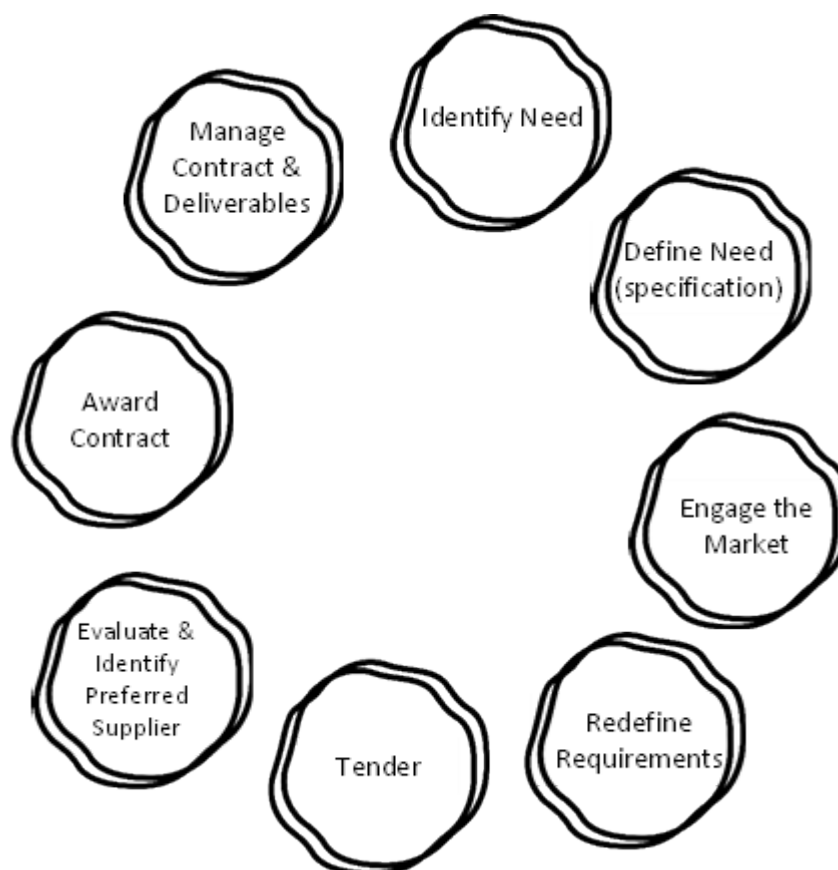
### 5.4. Tender Process (Band 3 and above)

- 5.4.1. A summary of the tender process is depicted below. The steps within each stage and the timelines will vary for each procurement and will be discussed and agreed with the relevant Responsible Officer prior to commencement of the process.
- 5.4.2. Key individuals will be engaged at each stage and provided with the relevant information and guidance required by the Procurement Lead.

### 5.5. Purchase Orders

- 5.5.1. All goods/services/works will require a Purchase Order once the contract has been awarded and signed by both parties.
- 5.5.2. It is the responsibility of the Authority's Responsible Officer to arrange for the Purchase Order to be raised.
- 5.5.3. Purchase Orders must indicate clearly the nature and quantity of the materials, works or services to be supplied, details of agreed prices, relevant discounts and delivery terms.
- 5.5.4. Unless the contract was procured under a Framework Agreement, all Purchase Orders shall include the following statement: 'This purchase order is placed in

accordance with the Authority's Standard Terms and Conditions of Contract, with which you are deemed to agree. The Terms and Conditions can be accessed electronically from the Bedfordshire Fire and Rescue Service website (<https://www.bedsfire.gov.uk/home.aspx>)



## 5.6. Contract Management

- 5.6.1. Following contract award, the Authority's Responsible Officer or a nominated individual shall be responsible for managing the implementation and ongoing performance of the contract.
- 5.6.2. Contract management shall include the effective management of internal and external relationships, facilitating delivery, developing regular and structured communication routes and implementing problem resolution processes.
- 5.6.3. The Procurement team shall be available to provide guidance to the Authority's Contract Manager to support best practice for Contract Management.
- 5.6.4. No variations to the agreed Terms and Conditions of Contract shall be made, including but not limited to the contract scope, contract term, pricing, payment profile and liability provisions, without prior discussion with the Procurement Lead.
- 5.6.5. It will be the Authority's Contract Manager's responsibility to report to the Procurement Team contractual disputes and poor performance issues to the Authority's Procurement Lead, who will advise and guide to resolve any issues on a case by case basis.. Where necessary, the Procurement Manager will act as an escalation point to resolve contract related issues.

## 5.7. Procurement Exemptions

- 5.7.1. In some limited cases, it may not be appropriate or feasible to comply with the provisions for procuring public contracts as defined in this Procurement Policy, requiring the Authority to directly award the contract to a specific supplier without undertaking a competitive tendering process.
- 5.7.2. Note that the Authority can waive compliance with *its own* procurement rules, but cannot waive its obligation to comply with public contracts regulations, which apply to all contracts over the Public Contracts Regulations 2015 threshold.
- 5.7.3. Procurement Exemptions must be approved in advance of any service/goods/works being agreed. Governance arrangements would remain the same with new/amended contract terms or variation documentation still needing to be negotiated, agreed and signed and the Contracts Register will require updating.
- 5.7.4. There are a limited number of instances where this should occur. The rationale for the procurement exemption must comply with one of the below permitted procurement exemption reasons:

a) Single Source

The proposed supplier is the only one known to possess unique or specialised capacity or, the goods and / or services are unobtainable from any other source and there are no satisfactory alternatives.

b) Compatibility

That procurement of alternative goods and / or services would not be compatible with existing goods or services and any change would be detrimental to the Authority. In these circumstances, the amendments (i) must not significantly alter the nature of the contract and (ii) must not exceed 50% of the overall contract value.

c) Specialist

For goods and or services contracts where the engagement of a different supplier would require considerable training, time as well as financial and / or human resources that are disproportionate with any benefit gained by the change. In these circumstances, the amendments (i) must not significantly alter the nature of the contract and (ii) must not exceed 50% of the overall contract value.

d) Safety Critical

Where the undertaking of a competitive tendering process would create an unacceptable delay causing a risk to health, safety and/or welfare of Authority personnel and/or the public.

e) Exceptional Urgency

Involving exceptional urgency arising through unforeseeable circumstances where competitive tendering would cause unacceptable delay (namely after breakdown, storm, fire, etc.). **Failure to plan adequately would not be an acceptable qualification for this waiver.**

f) Part of a wider programme

Involving an organisation which has won a contract for an earlier phase or section of work via a competitive process and where the work forms part of a serial programme and has previously been identified as such. In these circumstances, the amendments (i) must have been set out in the tender documentation and contract; and (ii) must not significantly alter the nature of the contract.

#### g) Additional Requirement

Involving an organisation already engaged by the Authority for a similar and related procurement and where there is significant benefit to extending the contract to cover this. In these circumstances, the amendments (i) must have been unforeseen by the Authority; (ii) must not significantly alter the nature of the contract; and (iii) must not exceed 50% of the overall contract value.

#### h) Delay

Where award of the contract has been delayed **due to unforeseeable circumstances** which were out of the Authority's control. **Urgency due to poor planning would not qualify for this waiver.**

5.7.5. Under such circumstances, the Authority's Responsible Officer must complete a Procurement Exemption Form and submit it in the first instance to the Authority's Procurement Manager by emailing [procurement@bedsfire.gov.uk](mailto:procurement@bedsfire.gov.uk).

5.7.6. The Form will be forwarded to the Head of Finance for budgetary approval and then to the relevant Principal Officer for final sign off. All Procurement Exemption Forms shall be saved in the Procurement drive.

5.7.7. For the avoidance of any doubt, these Procurement Exemption Rules shall not apply to Band 1 (up to £4,999) and Band 5 (FTS financial thresholds and above) Procurements.

## 6. Reporting

### 6.1. Procurement Policy Audits

6.1.1. In accordance with the Procurement Team's Business Objectives, the Authority's Procurement Manager shall be responsible for undertaking procurement audits across all six (6) categories of spend on a quarterly basis. The procurement audits shall cover the following areas:

- Compliance with the procurement policy
- Budget compliance
- Appropriate and proportionate contract management
- Contract management meeting notes/minutes

### 6.2. Transparency Data

6.2.1. In 2015, the Government introduced the Local Government Transparency Code whose purpose is "to meet the Government's desire to place more power into citizens' hands to increase democratic accountability and make it easier for local people to contribute to the local decision making process and help shape public services. Transparency is the foundation of local accountability and the key that gives people the tools and information they need to enable them to play a bigger role in society. The availability of data can also open new markets for local business, the voluntary and community sectors and social enterprises to run services or manage public assets".

6.2.2. From a procurement data perspective, the Code requires contracting authorities to make the following two (2) sets of data electronically available on a quarterly basis:

6.2.3. Contracts Register listing all current contracts with a total contract value of £5,000 and above; and

- 6.2.4. Details of all invitations to tenders or invitations to quote that are likely to be issued over the next twelve (12) month period.
- 6.2.5. The Authority's Procurement Manager shall be responsible for ensuring that the aforementioned two (2) sets of data are published on a quarterly basis on the Authority's website.

### 6.3. NFCC Savings Register

- 6.3.1. The Authority must submit on an annual basis (or as alternatively directed by the NFCC) the completed Savings Register to the appointed NFCC representative.
- 6.3.2. The Authority's Procurement Manager shall be responsible for ensuring that information contained in the Savings Register is reported accurately.
- 6.3.3. The Authority's Procurement Manager shall ensure that prior to submission, the Savings Register is reviewed and approved for release by the Assistant Chief Officer.

### 6.4. Home Office Spend Data

- 6.4.1. The Authority is required to submit on an annual basis the completed Home Office Spend Data Analysis. The Authority's Procurement Manager shall be responsible for liaising with the Authority's Finance Team and relevant members of the Procurement Team with the view of obtaining the required spend data reports and submitting them electronically in accordance with NFCC guidelines.

### 6.5. Freedom of Information ('Fol') Requests

- 6.5.1. If a Freedom of Information ('Fol') request is received in relation to a procurement process undertaken or currently being undertaken by the Authority, the Authority's shall be notified as promptly as possible and it will be the Authority's Procurement Manager's responsibility to compile the response to the Fol request.

### 6.6. Modern Slavery

- 6.6.1. The Modern Slavery Act 2015 places a responsibility on all Authorities to identify and manage in a prompt and effective manner the risks of slavery, servitude, forced and compulsory labour and human trafficking whilst discharging its commissioning, procurement and contract management functions.
- 6.6.2. The Authority is fully committed to applying proportionate risk-based analysis principles when assessing existing contracts, for the purpose of identifying and tackling modern slavery breaches.
- 6.6.3. The Authority is also committed to eliminating modern slavery in our supply chains and sub-contracting arrangements, both during the procurement and contract management phases.
- 6.6.4. In applying this overall proportionate approach, the Authority is aiming to ensure that barriers to participating in new procurements are not created and unnecessary burdens are not placed on SMEs and VCSEs when assessing risks in existing contracts.
- 6.6.5. Dispute Resolution
- 6.6.6. In the event of a dispute between the Authority's Procurement Manager, or its representative, and a representative of the Service Area relating to any matter covered by this Policy, such dispute shall be referred to the relevant Corporate Management Team member or Principal Officer.



## **7. Review**

- 7.1. The Authority's Procurement Manager shall be responsible for ensuring that this Procurement Policy is reviewed on an annual basis, or earlier in the event changes in procurement legislation are imminent.
- 7.2. Next review due – October 2024