

**SCHEDULE 5**

**Seven Force Procurement  
Contract Standing Orders**

**September 2019**

## Collaboration Agreement for the provision of a 7 Force Single Procurement function

### 1. GLOSSARY OF TERMS

1.1. These terms will have the following meanings in the Standing Orders:

<b>CC Chief Finance Officers (CC CFOs)</b>	The Chief Finance Officers of the Chief Constables.
<b>Chief Constable (CCs)</b>	The Chief Constable of Bedfordshire Police, the Chief Constable of the Cambridgeshire Constabulary, the Chief Constable of Essex Police, the Chief Constable of the Hertfordshire Constabulary, the Chief Constable of Kent Police, the Chief Constable of the Norfolk Constabulary and the Chief Constable of the Suffolk Constabulary.
<b>Chief Officers</b>	Officers who are members of the Chief Officer's team of Bedfordshire, the Chief Officer's team of Cambridgeshire, the Chief Officer's team of Essex, the Chief Officer's team of Hertfordshire, the Chief Officer's team of Kent, the Chief Officer's team of Norfolk and the Chief Officer's team of Suffolk.
<b>Constabulary</b>	Police officers, including the special constabulary, and police staff under the direction and control of the CCs.
<b>Framework Agreement</b>	An enabling agreement, which establishes the terms (in particular the terms as to price and where appropriate, quantity) under which individual contracts (call-offs) can be made throughout the period of the agreement (normally a maximum of four years).
<b>Officers</b>	All police officers and police staff of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk Constabularies/Police and staff of the PCCs and PFCC(s).
<b>PCC Chief Finance Officers (PCC CFOs)</b>	The Chief Finance Officer of the PCCs and PFCC(s).
<b>PCR 2015</b>	The Public Contracts Regulations 2015, as amended and any subsequent amendments thereto.
<b>Police and Crime Commissioners (PCCs) and Police, Fire and Crime Commissioner(s) (PFCC(s))</b>	The Bedfordshire Police and Crime Commissioner, the Cambridgeshire Police and Crime Commissioner, the Essex Police, Fire and Crime Commissioner, the Hertfordshire Police and Crime Commissioner, the Kent Police and Crime Commissioner, the Norfolk Police and Crime Commissioner and the Suffolk Police and Crime Commissioner.
<b>Procurement Function</b>	The 7 Force Single Procurement function operated by the 7 Force procurement team.
<b>Procurement Policy and Procedures</b>	All Procurement Policies and Procedures published by the Procurement Function.
<b>Reserved Matters</b>	Matters which are reserved by a Policing Body, acting reasonably, to be progressed and delivered locally. Reserved Matters will typically entail the procurement

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	<p>of goods or services that are novel, politically sensitive or particularly important locally to a Policing Body, e.g. election pledge matters, and shall be matters where the Policing Body reasonably believes that the requirements can best be procured locally. These must only be undertaken in exceptional circumstances as this is contrary to the objectives for creating the Function as defined in the agreed FBC. To ensure transparency across the Policing Bodies, all instances of reserved matters must be notified by the relevant party to the Strategic Governance Board in advance for their awareness. The Policing Body that instigates the Reserved Matter will authorise and approve any contract award. The Policing Body that instigates the Reserved Matter will be liable for any Claims and any liabilities therefrom will not be shared across the remaining Forces.</p>
<b>Seven Force Head of Strategic Procurement</b>	The individual appointed to run the Procurement Function.
<b>Single Force Requirement</b>	Where a single Force has a requirement for goods or services and which is not a Reserved Matter and will be undertaken by the Function. The procurement process may be allocated to a member of staff geographically based and not always by an existing member of the single home Force requesting the goods or services.
<b>Single Tender Action (STA)</b>	The selection of a supplier to provide goods, works or services without competition.
<b>Standing Orders</b>	These contract standing orders.

# Collaboration Agreement for the provision of a 7 Force Single Procurement function

## 2. INTRODUCTION

- 2.1. In Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk, the 7 Force Procurement Function has been created to support police procurement activity.
- 2.2. These contract standing orders will apply to all procurements that are being carried out by the 7 Force Procurement Function, unless exceptional circumstances exist. This is in-line with the intent set-out in para 6.6 of the Business Case of having a single set of harmonised contract standing orders, where possible.
- 2.3. All contracts and orders for goods, works or services made by or on behalf of the PCCs and PFCC(s), with the exception of contracts/leases, for the lending or borrowing of money, land and contracts of service for employment purposes, shall be made in accordance with these Standing Orders.
- 2.4. All contracts shall comply with statutory requirements including, but not limited to, UK and other applicable legislation and relevant Government guidance.
- 2.5. The PCCs, PFCC(s) and Chief Constables require all procurement activity to be undertaken in a transparent, fair and consistent manner, ensuring the highest standards of probity and accountability. All procurement undertaken on behalf of the PCCs, PFCC(s) and CCs will operate under robust principles and procedures to ensure best value.
- 2.6. No exceptions shall be made to these Standing Orders other than for those reasons stated in paragraph 5.
- 2.7. Professional and legal advice on procurement matters must be directed through the Procurement Function which will decide the appropriate route for response or escalation.
- 2.8. All Officers shall comply with these Standing Orders; any failure to do so may result in disciplinary action.
- 2.9. Any specific delegation of these Standing Orders to an officer may be exercised by their deputy or by another officer specifically designated in writing by the officer in accordance with any general directions issued by them.
- 2.10. Any dispute regarding the interpretation of these Standing Orders will be referred to the Strategic Governance Board in the first instance. If the dispute cannot be resolved within 1 month, it will be escalated to the PCCs and the PFCC(s) and their decision will be final.

## 3. COMPETITIVE PROCUREMENT

- 3.1. For goods, works or services the acceptance of quotations and bids will be based on the principle of best overall value for money, i.e. the most economically advantageous offer.
- 3.2. Estimated value is deemed to be the aggregate whole life cost (inclusive of consumables, maintenance and disposal) to the joint organisations that is reasonably anticipated over the time of provision. If the lifetime is unknown, then the aggregate cost should be based on forty-eight (48) months. Requirements must

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not be disaggregated in order to avoid competitive procurement under any circumstances.

- 3.3. Where the estimated aggregated value of a proposed contract is in excess of EU thresholds, tender procedures will be in accordance with the PCR 2015. For those with aggregated values of less than EU thresholds, the principles of the PCR 2015 will be followed unless it is not practical to do so (for example, to obtain goods or services for an urgent operational requirement). Permission from the Seven Force Head of Strategic Procurement or nominated Deputy must be obtained in this instance and a report setting out the rationale must be presented to the next Strategic Governance Board. The Seven Force Head of Strategic Procurement has responsibility to publish details of the processes to be followed.
- 3.4. Criteria for the award of contracts shall be recorded in advance of the invitation to tender and strictly observed by Officers evaluating the bids. The criteria cannot be altered once the tender is advertised. The criteria may include cost and qualitative elements and shall take into account whole life costs.
- 3.5. Evaluation models used to select the successful tender shall generally be weighted such that the overall percentage score allocated to cost is not less than 50%. In exceptional circumstances the Procurement Function staff at Tier 1 and 2 may agree an alternative cost/quality ratio after discussing with the lead stakeholder on that programme, if the deliverables are complex or critical in nature. Any changes are to be recorded for audit purposes. For Reserved Matters undertaken by a local Force, they may set their own evaluation criteria.
- 3.6. The evaluation of bids must be objective, systematic, thorough and fair. Decision makers should be aware that the records of the decision-making process may be subject to scrutiny at a later date.
- 3.7. The tables at 3.9 and 3.14 describe the procedure and authority levels dependent on the estimated value of the total procurement, (not an individual Force value). A high-level overview of the tender/award governance flow-chart, above and below £1million, is detailed in Appendix 1.
- 3.8. If there is already a corporate contract in place for the goods, works or services required, it is mandatory to use it. The Procurement Function will advise. For the avoidance of doubt, local Force staff must still approve all of their individual respective written quotation requests and ensure that they obtain best value for their own Force. (Where possible, this is to include a quotation from a local supplier.) This is because of the different ERP systems across the various Forces and the wider Function, at an individual level, not having common access to them.

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- 3.9. **Procurement competition procedures and authority levels for Bedfordshire, Cambridgeshire, Hertfordshire, Kent and Essex. The procedures and authority levels only apply to Norfolk and Suffolk above the £50k threshold. For values up to £50k in Norfolk and Suffolk see 3.13 and 3.14.**

Estimated Value	Procurement Procedure	Level of Delegated Authority	Purchase Order sign-off
£0 - £5,000	1 written quote.	Tier 6 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£5,000 - £50,000	3 written quotes or use of Compete For to undertake a mini-competition. FOC Tender portal focused on SME supplier market with over 185k suppliers registered and must include a local supplier where possible.	Tiers 4 and 5 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£50,000 - £100,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 3 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£100,000 - £150,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 2 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£150,000 - £250,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 1 7F Head of Procurement or nominated deputy level staff as detailed in the S22a and FBC function structure chart	7F Head of Procurement or nominated deputy
£250,000 - £1,000,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval	Relevant Chief Officer/Director from respective Force who has delegated authority to enter into Contract	Relevant Chief Officer/Director from respective Force who has delegated authority to approve their own Purchase Order.

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	required before commencement.		
Above £1,000,000	Competitive tender.  Request for Work Form confirming Budget, (business strategic lead) and Strategic Governance Board approval prior to commencement required before commencement.	Under seal of each PCC/PFCC once confirmation from Strategic Governance Board that a compliant tender exercise has been completed and they are satisfied that best value has been achieved. PCC/PFCC approval must be obtained.	Under seal of each participating PCC/PFCC

3.10. In all cases where it is estimated that spend will be within 10 – 15% of the threshold limit set out above, consideration should be given to undertaking the procurement activity in accordance with the quotation/tender requirements at the higher (next) band level.

3.11. An Officer with authority to authorise requisitions or contracts committing the expenditure does so with the consent of and on behalf of the PCCs and PFCC(s).

3.12. The authority levels shall apply to variations to contract, i.e. any additional costs resulting from the variation must be aggregated with the original contract value for the purposes of authorisation.

3.13. The table at 3.14 describes the procedure and authority levels dependent on the estimated value of the total procurement, (not an individual Force value) for Norfolk and Suffolk up to £50k in value. Above £50k in value, Norfolk and Suffolk are in alignment with the processes and values agreed under 3.9.

**3.14 Procurement competition procedures and authority levels for Norfolk and Suffolk up to £50k in total value. (Above £50k in value then table 3.9. applies.) These procedures and authority levels shall apply in any procurement where the financial resources of Norfolk or Suffolk are being committed.**

Estimated Value	Procurement Procedure	Level of Delegated Authority	of	Purchase Order sign-off
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£500 - £3,000	Evidence of more than one price comparison shall be obtained, preferably in writing (including email) or obtained from catalogues or price lists. Evidence shall be attached to the requisition. Where possible, at least 1 quotation should be from a local supplier.	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions  Contracts must be signed by a minimum of a Tier 4 Procurement personnel as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£3,000 - 20,000	At least three quotations shall be obtained in writing. Evidence of competition shall be attached to the requisition. Where possible, at least 1 quotation should be from a local supplier	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions  Contracts must be signed by a minimum of a Tier 4 Procurement personnel as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£20,000 – 50,000	At least three quotations received through an e-tendering system shall be obtained. This may include either the CompeteFor portal or e existing e-tendering system.  Where possible, at least 1 quotation should be from a local supplier	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions /procedures  Contracts must be signed by a minimum of a Tier 4 Procurement personnel as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority

#### 4. FINANCIAL AND CONTRACTUAL DELEGATIONS

4.1. The PCC CFOs and CC CFOs will be responsible for determining authorised signatories within the PCCs, PFCC(s) and Constabularies. Those authorised signatories and sub delegation rules will be described and documented in the each



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PCC and PFCC's respective Financial Regulations and Procurement Procedures. They will ensure that suitable segregation of responsibilities are observed, that purchases are compliant with the PCR 2015 and any procedures, and that sufficient funding and resources are available within the revenue budget or capital programme.

### 5. EXCEPTIONS TO NORMAL PROCEDURES/SINGLE TENDER ACTION

#### 5.1. Exceptions

5.1.1. Tenders are not required in the following circumstances:

5.1.1.1. purchases through government agency or other consortium or similar body where legally entitled to do so and in accordance with the approved purchasing methods of such a consortium or body; or

5.1.1.2. purchases at public auctions; or

5.1.1.3. internal PCC, PFCC or Constabulary business where one part of the PCC, PFCC or Constabulary provides a service to the other; or

5.1.1.4. for works (emergency property repairs) up to £5,000 where no corporate contract exists and are commissioned by the Estates Department of the relevant force for urgent requirements not covered by existing contracts.

5.1.2 All exceptions to normal procedures must be approved by the lead PCC CFO and full justification recorded.

#### 5.2. Single Tender Action (STA)

5.2.1. STA should only be used in exceptional circumstances. Tier 1 or 2 procurement staff must endorse the route to market prior to seeking permission to commence activity. Legal advice must also be obtained if the procurement value is over the relevant OJEU threshold and to clarify our exemption from/compliance with the Public Contracts Regulations 2015. The PCC CFOs or CC CFOs or their delegated authorities will consider requests for exceptions to normal procedures under the following circumstances:

5.2.1.1. where it can be evidenced that only one supplier is able to carry out the work or service or to supply goods for technical reasons or because of exclusive rights;

5.2.1.2. extensions to an existing contract where there is a genuinely justifiable case to use an existing contractor/supplier to maintain continuity of supply or site experience and it is legal to do so;

5.2.1.3. the contract has been classified as secret by the CC CFOs making the use of a particular contractor essential or a limited competition to a select list of contractors and the avoidance of advertising requirements in the public domain;

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5.2.1.4. the contract is required so urgently that competition is impracticable, e.g. when an operational need arises which requires immediate action. However failure to take action within appropriate timescales due to poor planning does not constitute grounds for an urgency exception.

5.2.2. Where, for any reason not covered by para 5.2.1, an exception is sought to be made to the application of normal procurement procedures, then the PCC CFOs may approve the exception. Post activity exception will only be granted for operationally imperative, or other emergency situations.

5.2.3. The 7F Procurement Function must report quarterly to the Strategic Governance Board any Single Tender Actions not dealt with locally under Reserved Matters.

### 6. COMPETITIVE PROCUREMENT USING TENDERS

6.1. The Procurement Function has responsibility to ensure appropriate Procurement Policy and Procedures are published covering matters such as:

6.1.1. the procedures to be applied in respect of the whole tendering process i.e. initial tender, specifications and standards, and evaluation and appointment of contractors and consultants;

6.1.2. processes regarding the use of sub-contractors;

6.1.3. processes regarding variations to contract;

6.1.4. the process to be undertaken in relation to declarations of interest in a contract;

6.1.5. the procedures to be followed in relation to collaborative contracts;

6.1.6. the adoption of Framework Agreements;

6.1.7. the procedures to be followed in applying for an exception to Standing Orders, including:

6.1.7.1. the formal procedure to be adopted to evidence alternative provision is not available;

6.1.7.2. the formal justification of emergency provision;

6.1.8. the achievement of value for money, and the minimisation of risk to the PCCs, the PFCC(s) and Constabulary.

6.2. If during a procurement process it is identified that an individual Force (or Forces) are put in a detrimental position (economical or from an operational efficiency perspective) this is to be escalated to the lead stakeholder to resolve, or take to the next monthly Strategic Governance Board.

6.3. The Procurement Policy and Procedures will set out arrangements for the recording and retention of information in relation to procurement activity.

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- 6.4. The Procurement Policy will also detail the arrangements for reporting procurement activity to meet the requirements of the PCCs, the PFCC(s) and Constabularies together with addressing the need to publish information in accordance with Government requirements.
- 6.5. Contents of the Policies and Procedures will be agreed by the PCC CFOs and CC CFOs.

### 7. TENDER CUSTODY AND OPENING

#### Electronic Tendering

- 7.1. Tenders will be received through a proprietary e-tendering solution, which ensures managed opening and version controls with all processes and actions being fully auditable except in extraordinary circumstances i.e. system failure.

#### Tender custody and opening if non-electronic means are utilised

- 7.2. In the event of operating by non-electronic means, tenders shall be stored in a secure and confidential manner as required by the sealed bid procedure.
- 7.3. The opening of these tenders and recording of details shall be subject to the following regulations:
  - 7.3.1. They shall not be opened before the appointed time.
  - 7.3.2. They shall be opened at one time by not less than two persons one of which will be a CC CFO or other Chief Officer in the absence of a CC CFO.
  - 7.3.3. The appropriate tender details shall be recorded on the Tender Opening Certificate, which shall be ruled off (to prevent the addition of further entries) and then signed by each member of the tender opening panel.
- 7.4. Once the tenders have been opened they must be circulated only to those directly involved in tender evaluation and contract letting activities prior to awarding the contract.

### 8. FORM OF CONTRACT

- 8.1. All contracts shall be in the name of one or more of the PCCs and/or PFCC(s), as indicated in the table below. Where applicable, each of the relevant joint forces shall be a named party to the contract, ensuring joint and several liability. Suitable clauses reflecting the joint procurement shall also be included in the contract.

Total Contract Value	Parties to contract
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£0 - £1,000,000	1 PCC/PFCC on behalf of all PCCs/PFCCs. In this case, the contracting PCC/PFCC will be the only authority with privity of contract with the supplier, and therefore will be required to enforce the contract terms on behalf of all collaborating PCCs/PFCCs. All PCCs/PFCCs will, however, have the express right to receive the benefit of the works, goods or services being delivered under the contract.
Above £1,000,000	All of the collaborating PCCs/PFCCs will be signatories to the contract, meaning that they each have joint and several liability to enforce the terms of the contract against the supplier (and joint and several liability to have the terms enforced against them by the supplier, if applicable). All PCCs/PFCCs will also have the express right to receive the benefit of the works, goods or services being delivered under the contract.

- 8.2. Contracts shall be in writing. If appropriate, legal advice should be sought in relation to contracts through the Procurement Function in the first instance.
- 8.3. Every contract shall specify the:
- 8.3.1. goods, works, or services to be provided;
  - 8.3.2. consideration;
  - 8.3.3. time within which the contract is to be performed; and
  - 8.3.4. terms and conditions for payment (and any early payment mechanism if applicable.)
- 8.4. Every contract shall ensure that the contractor indemnifies the Commissioner against all losses in connection with injury to or death of any person, or damage to property, happening as a result of or in connection with the carrying out of the contract. The contractor shall also be required to effect and maintain insurance which provides both the contractor and the employer with full cover in respect of any liability against which the contractor is required to indemnify the employer. The CCs shall stipulate the minimum amount of insurance after consultation with the PCC CFOs.
- 8.5. Liquidated Damages: Each contract should be reviewed for the appropriate inclusion of liquidated damages.
- 8.6. Default Clauses: Contracts which are estimated to exceed £50,000 shall provide that should the contractor default in the terms of the contract, the PCCs and PFCC(s), without prejudice to any remedy for breach of contract, shall be at liberty to purchase other goods, works or services as appropriate of the same or similar description to make good any default. Every contract shall provide that the amount by which the cost of purchasing other goods, works or services (including the expenses of acquiring the new supplier) exceeds the amount which would have been payable to the contractor shall be recoverable from the contractor.

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- 8.7. Transfer or Assignment of Contracts: Every contract which is estimated to exceed £50,000 shall prohibit the contractor from assigning the contract or sub-letting any portion of the contract work without the written consent of the CC.
- 8.8. Prevention of Corruption: In every contract a clause shall be inserted to secure that the PCCs and PFCC(s) shall be entitled to cancel any contract and to recover from the contractor the amount of any loss resulting from such cancellations if the contractor or any person employed by them or acting on their behalf (whether with or without the knowledge of the contractor) shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing something in relation to the obtaining or execution of any contract with the PCCs and PFCC(s), or shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under subsection 2 of Section 117 of the Local Government Act 1972.
- 8.9. Exclusion of third party rights: Unless precluded by statute every contract shall exclude the ability of third parties to claim the same rights and remedies as those enjoyed by the main parties to the contract. The rights of permitted successors to or assignees of the rights of a party shall not be excluded.
- 8.10. Milestone or stage payments: For large complex projects milestone or stage payments may be agreed subject to the approval of the Seven Force Head of Strategic Procurement (or such other person as may be delegated by them).
- 8.11. Parent company guarantee: For contracts over fifty thousand pounds (£50,000) a parent company guarantee should be considered depending on the risk profile of the contract.
- 8.12. Bank bond or guarantee: For contracts over one million pounds (£1,000,000) a bank bond or guarantee should be considered depending on the risk profile of the contract.

### **9. AWARD OF CONTRACT**

- 9.1. Tender analysis should be completed using criteria determined prior to issue of tender documentation.
- 9.2. The Procurement lead must record the reasons and analysis that led to the acceptance of the best value offer. A detailed Contract Award Report, approved by the lead stakeholder, is to be completed for all tenders above £50,000 and for any STA irrespective of value.
- 9.3. The Procurement lead is empowered to recommend the acceptance of tenders.
- 9.4. The Contract is to be signed on behalf of the PCCs and PFCC(s) in accordance with the tables at paragraphs 3.9 and 3.14 above.
- 9.5. A minimum period of ten (10) calendar days must be allowed as a standstill period between the notification of an award decision and contract commencement for all over EU value contracts. (This period is extended to the next working day when the final day falls on a non-working day). Where a Framework Agreement is used and if expediency is required, this requirement can be removed if authorised by a Tier 1 or Tier 2 member of the function.

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- 9.6. A voluntary standstill period will be applied on below threshold tender activity if required.
- 9.7. Where there is no difference between tenders to make an informed decision the contract shall be subject to further clarification.

### 10. COLLABORATIVE CONTRACTS AND FRAMEWORK AGREEMENTS

- 10.1. Where tenders are undertaken that include other police forces or public sector organisations outside of the 7 Forces, they will be invited on a lead PCC/PFCC basis and comply with these Standing Orders.

### 11. REVIEW

- 11.1. These Standing Orders will be reviewed at least on an annual basis by the PCC CFOs and CC CFOs and comments fed into the Strategic Governance Board for consideration if change is required.

#### Appendix 1.



Procurement-Infographic-1.pdf

## SCHEDULE 6

### SEVEN FORCE HEAD OF STRATEGIC PROCUREMENT JOB DESCRIPTION

#### JOB DESCRIPTION

**Post:** Head of Strategic Procurement  
(Seven Force Collaboration)

**Grade:**



**Job Evaluation Ref:**

## Collaboration Agreement for the provision of a 7 Force Single Procurement function

<b>District/Department:</b>	Seven Force Collaboration Programme team
<b>Sector/Section:</b>	Procurement
<b>Location:</b>	Local force, travel required.
<b>Reporting to:</b>	Nominated Chief Officer
<b>Duration:</b>	Permanent

### Principal purpose of the role

Direct and lead a comprehensive procurement function ensuring the alignment of strategies, infrastructure, systems and contracts in order to deliver an efficient, cost effective service across the seven forces. Act as Head of Profession for the function across the seven forces as the senior advisor to the seven Chief Officer teams, Police and Crime Commissioners and their Chief Executives influencing and contributing to the strategic direction of the procurement function across the seven forces in order to ensure that the service supports the strategic plans and objectives of all seven forces.

### Main activities of the role *(This list is not exhaustive)*

- Design, develop and lead a procurement function across seven forces, engaging with key stakeholders, such as Police and Crime Commissioners and Chief Officers, ensuring that the function is fit for purpose and provides an efficient and comprehensive procurement service across the seven forces.
- Develop and implement a single strategy for the procurement service, including the development and implementation of unified policy and processes and governance ensuring adherence to legal regulations, compliance with regional and national procurement strategies and that it supports each of the seven forces objectives and Police and Crime Commissioner's(PCC) Police and Crime plans.
- Lead complex contract negotiations and develop a strategy to enable the monitoring, review and management of contracts across the seven forces in order to deliver increased value for money against service delivery, environmental, safety and other criteria.
- Provide specified management information on contracts on a timely basis to PCCs in order to ensure effective management and control over all contracts. Information will also be provided to PCCs to enable them to satisfy their statutory obligations e.g. the Specified Information Order.
- Lead, manage and develop departmental staff across the seven forces, acting as Head of Profession, providing leadership and guidance and ensuring that all training standards and performance measures are met.
- Using internal and external market information, together with the timetable for contract renewal, the postholder will identify potential pipeline opportunities; exploiting synergies and taking advantage of standardisation, aggregation and advance procurement techniques.
- The postholder will investigate and promote localised cross sector co-operation (Fire and Rescue and other local public sector bodies) to ensure regional police collaboration can work in tandem with OPCC electoral boundary shared services and opportunity.

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- Ensure the region is represented as 'one voice' in the national arena; to exploit opportunity and support national change programmes such as CLEP and the Police ICT Company.
- Develop a programme of standards and governance that increases transparency, simplifies regulation and embeds a commercial culture across the organisations.

### **Necessary Experience**

The post holder will be able to demonstrate significant experience of procurement and contract management including negotiation and management of contracts of significant value.

As the head of profession, extensive knowledge and understanding of contract law and the application of EU Public Procurement Regulations and legislation is essential, as well as preparing specifications and of preparing and evaluating tenders, including those operating under framework arrangements and EU directives.

The post holder will be MCIPS qualified (Membership of the Chartered Institute of Purchasing supplies) with experience at senior management level. Strong negotiating, influencing, interpersonal and communication skills are essential to the role.

He/she will provide innovative thinking and impetus to drive through change and develop and enhance an integrated function across the seven forces.

Substantial senior leadership experience and a strong track record of achievement in delivering organisational change, encompassing both structural and cultural aspects, in a complex and demanding operational environment.

Proven success in working in a political environment with senior stakeholders (Chief Officer and Chief Executive level) showing sound judgment and impact.

Significant experience of translating business needs into commercial procurement strategies that drive enhanced business outcomes for the organisations as a whole.

Proven experience of managing change and merging functions to create integrated services is essential.

### **Competency and Values Framework for policing:**

#### **Values:**

##### **Impartiality**

I take into account individual needs and requirements in all of my actions. I understand that treating everyone fairly does not mean everyone is treated the same. I always give people an equal opportunity to express their views. I communicate with everyone, making sure the most relevant message is provided to all. I value everyone's views and opinions by actively listening to understand their perspective. I make fair and objective decisions using the best available evidence. I enable everyone to have equal access to services and information, where appropriate.



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### **Integrity**

I always act in line with the values of the police service and the Code of Ethics for the benefit of the public. I demonstrate courage in doing the right thing, even in challenging situations. I enhance the reputation of my organisation and the wider police service through my actions and behaviours. I challenge colleagues whose behaviour, attitude and language falls below the public's and the service's expectations. I am open and responsive to challenge about my actions and words. I declare any conflicts of interest at the earliest opportunity. I am respectful of the authority and influence my position gives me. I use resources effectively and efficiently and not for personal benefit.

### **Public Service**

I act in the interest of the public, first and foremost. I am motivated by serving the public, ensuring that I provide the best service possible at all times. I seek to understand the needs of others to act in their best interests. I adapt to address the needs and concerns of different communities. I tailor my communication to be appropriate and respectful to my audience. I take into consideration how others want to be treated when interacting with them. I treat people respectfully regardless of the circumstances. I share credit with everyone involved in delivering services.

### **Transparency**

I ensure that my decision-making rationale is clear and considered so that it is easily understood by others. I am clear and comprehensive when communicating with others. I am open and honest about my areas for development and I strive to improve. I give an accurate representation of my actions and records. I recognise the value of feedback and act on it. I give constructive and accurate feedback. I represent the opinions of others accurately and consistently. I am consistent and truthful in my communications. I maintain confidentiality appropriately.

### **Analyse Critically (Level 3)**

I balance risks, costs and benefits associated with decisions, thinking about the wider impact and how actions are seen in that context. I think through 'what if' scenarios. I use discretion wisely in making decisions, knowing when the 'tried and tested' is not always the most appropriate and being willing to challenge the status quo when beneficial. I seek to identify the key reasons or incidents behind issues, even in ambiguous or unclear situations. I use my knowledge of the wider external environment and long-term situations to inform effective decision making. I acknowledge that some decisions may represent a significant change. I think about the best way to introduce such decisions and win support.

### **Collaborative (Level 3)**

I am politically aware and I understand formal and informal politics at the national level and what this means for our partners. This allows me to create long-term links and work effectively within decision-making structures. I remove practical barriers to collaboration to enable others to take practical steps in building relationships outside the organisation and in other sectors (public, not for profit, and private). I take the lead in partnerships when appropriate and set the way in which partner organisations from all sectors interact with the police. This allows the police to play a major role in the delivery of services to communities. I create an environment where partnership working flourishes and creates tangible benefits for all.

### **Deliver, Support and Inspire (Level 3)**

I challenge myself and others to bear in mind the police service's vision to provide the best possible service in every decision made. I communicate how the overall vision links to specific

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plans and objectives so that people are motivated and clearly understand our goals. I ensure that everyone understands their role in helping the police service to achieve this vision. I anticipate and identify organisational barriers that stop the police service from meeting its goals, by putting in place contingencies or removing these. I monitor changes in the external environment, taking actions to influence where possible to ensure positive outcomes. I demonstrate long-term strategic thinking, going beyond personal goals and considering how the police service operates in the broader societal and economic environment. I ensure that my decisions balance the needs of my own force/unit with those of the wider police service and external partners. I motivate and inspire others to deliver challenging goals.

### **Emotionally Aware** (Level 3)

I seek to understand the longer-term reasons for organisational behaviour. This enables me to adapt and change organisational cultures when appropriate. I actively ensure a supportive organisational culture that recognises and values diversity and well-being and challenges intolerance. I understand internal and external politics and I am able to wield influence effectively, tailoring my actions to achieve the impact needed. I am able to see things from a variety of perspectives and I use this knowledge to challenge my own thinking, values and assumptions. I ensure that all perspectives inform decision making and communicate the reasons behind decisions in a way that is clear and compelling.

### **Innovative and Open-minded** (Level 3)

I implement, test and communicate new and far-reaching ways of working that can radically change our organisational cultures, attitudes and performance. I provide space and encouragement to help others stand back from day-to-day activities, in order to review their direction, approach and how they fundamentally see their role in policing. This helps them to adopt fresh perspectives and identify improvements. I work to create an innovative learning culture, recognising and promoting innovative activities. I lead, test and implement new, complex and creative initiatives that involve multiple stakeholders, create significant impact and drive innovation outside of my immediate sphere. I carry accountability for ensuring that the police service remains up to date and at the forefront of global policing.

### **Take Ownership** (Level 3)

I act as a role model, and enable the organisation to use instances when things go wrong as an opportunity to learn rather than blame. I foster a culture of personal responsibility, encouraging and supporting others to make their own decisions and take ownership of their activities. I define and enforce the standards and processes that will help this to happen. I put in place measures that will allow others to take responsibility effectively when I delegate decision making, and at the same time I help them to improve their performance. I create the circumstances (culture and process) that will enable people to undertake development opportunities and improve their performance. I take an organisation-wide view, acknowledging where improvements can be made and taking responsibility for making these happen.

## **SCHEDULE 7**

### **TEMPLATE DEED OF ACCESSION**

**This Deed** dated \_\_\_\_\_ is supplemental to a Police Force and Policing Body Collaborative Service Agreement dated [ \_\_\_\_\_ ] between The Chief Constable of Bedfordshire Police (1), The Chief Constable of Cambridgeshire Constabulary (2), The Chief Constable of Essex Police (3), The Chief Constable of Hertfordshire Police (4),

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The Chief Constable of Kent Police (5), The Chief Constable of Norfolk Constabulary (6), The Chief Constable of Suffolk Constabulary (7), The Bedfordshire Police and Crime Commissioner (8), The Cambridgeshire Police and Crime Commissioner (9), The Essex Police, Fire and Crime Commissioner (10), The Hertfordshire Police and Crime Commissioner (11), The Kent Police and Crime Commissioner (12), The Norfolk Police and Crime Commissioner (13) and The Suffolk Police and Crime Commissioner (14) for the provision of a Seven Force single procurement function (the “**Collaboration Agreement**”).

Words and expressions defined in the Collaboration Agreement have the same meaning when used in this Deed.

**[Name and details of the Incoming Authority]** (the “**Contracting Authority**”) hereby agrees with each other person who is or becomes a Party to the Collaboration Agreement that with effect on and from the date hereof it will be bound by all the terms of the Collaboration Agreement as if it had been a Party under the Collaboration Agreement in that capacity from the date of the Collaboration Agreement.

The address for notices of the Contracting Authority for the purposes of Section 38 (*Notices and Other Communications*) of the Collaboration Agreement is:

Address: **[details to be completed]**

Email:

Attention:

This Deed is governed by and construed in accordance with English Law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED** as a deed by

the Contracting Authority

**[Insert relevant execution block]**

**SCHEDULE 8**

**TEMPLATE VETTING FORMS**

NPPV1 – Limited unescorted access to police premises, no access to classified material or systems, valid for up to 3 years



NPPV 1.doc



Chargeable NPPV 1.doc

NPPV2 (Abbreviated) – Unescorted access to police premises, no access to systems. Access to Police material up to OFFICIAL- SENSITIVE, valid for 3 years



NPPV 2 abbrev.doc



Chargeable NPPV 2 abbrev.doc

NPPV 2 (Full) – Unescorted access to police premises, unsupervised systems access, access to Police material up to OFFICIAL- SENSITIVE and occasional access to SECRET, valid for 3 years



NPPV 2 2017.doc



Chargeable NPPV 2.doc

NPPV3 – Unescorted access to police premises, unsupervised systems access, access to classified Police material or information up to SECRET and occasional access to TOP SECRET, valid for 7 years (with a regular vetting appraisal. This cost will be included in the original charge).



NPPV 3.doc



Chargeable NPPV 3.doc

**End of Document**