



Monday, 17 April 2023

(1) MEMBERS OF THE AVON FIRE AUTHORITY

Councillors B Massey, D Davies, A Ali, J Ashe, S Bromley, E Brown, N Butters, R Eddy, P Goggin, B Hopkinson, R Jacobs, Y Kumar, Y Mohamud, A Monk, B Nutland, R Payne, S Smith, R Tucker, A Varney, D Wilcox and M Shelford
Independent Person: J Mason

(2) APPROPRIATE OFFICERS

(3) PRESS AND PUBLIC

Dear Member

You are invited to attend a meeting of the **Avon Fire Authority** to be held on **Tuesday, 25 April 2023** commencing at **11:00 hrs.**

The meeting will be held at **Severn Park Fire and Rescue Training Centre, Smoke Lane, Avonmouth, Bristol, BS11 0YA.** Parking is available on site.

In order to ensure COVID-19 guidance is adhered to risk assessments have been undertaken for live meetings to identify and put in place, the measures required ensuring that meetings take place safely. Further information is available on our website [Avon Fire Authority](http://www.avonfire.gov.uk).

Please note that this meeting will be video recorded and published on our YouTube channel (see the Notes on the next page).

Yours sincerely

Amanda Brown
Clerk to the Fire Authority

PROVIDING AVON FIRE & RESCUE SERVICE



Clerk to Avon Fire Authority
PO Box 37, Police and Fire HQ, Valley Road, Portishead, Bristol BS20 8JJ
Telephone 0117 926 2061 Extension 231 the.clerk@avonfire.gov.uk



Notes

Attendance Register – Attendance will be recorded by the Democratic Services Assistant and recorded within the Minutes of the Meeting.

Code of Conduct – Declaration of Interests: any Member in attendance who has a personal interest in any matter to be considered at this meeting must disclose the existence and nature of that interest at the commencement of that consideration, or when the interest becomes apparent. A Member having a prejudicial interest must withdraw from the meeting room or meeting whilst the matter is considered.

Contact: for any queries about the Meeting please contact Democratic Services on 0117 926 2061 ext. 231; or by e mail at the.clerk@avonfire.gov.uk; or in person at Police and Fire HQ, Valley Road, Portishead, Bristol, BS20 8JJ (by appointment during normal office hours only).

Emergency Evacuation Procedures: these will be advised at the start of the Meeting if appropriate.

Exempt Items: Members are reminded that any Exempt Reports as circulated with this Agenda contain exempt information and should therefore be treated accordingly. They should not be disclosed or passed on to any other person(s). Members are also reminded of the need to dispose of such reports carefully and are therefore invited to return them to the Clerk at the conclusion of the Meeting for disposal.

Inspection of Papers: any person wishing to inspect Minutes, Reports, or a list of the background papers relating to any item on this Agenda should contact Democratic Services as above.

Public Access: under Standing Order 21 and providing 2 clear working days' notice has been given to the Clerk (the.clerk@avonfire.gov.uk) any resident or representative of a business or voluntary organisation operating in Bristol, South Gloucestershire, Bath and North East Somerset or North Somerset Council may address the Fire Authority or one of its Committees (for no more than 5 minutes) by submitting a written petition or statement. If preferred, the Chair or Clerk can read out a written statement on the individual's behalf. There is a time limit of 30 minutes for all Public Access statements.

Reports: reports are identified by the relevant agenda item number.

Substitutes (for Committees only): notification of substitutes should have been received from Group Leaders by the Clerk prior to the meeting.

A G E N D A - Avon Fire Authority Tuesday, 25 April 2023 11:00

Pages

8. Revised appendices 2,3,4,5 and 8 /table of changes

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APPENDIX 2

Introduction to the Avon Fire Authority Constitution





Avon Fire Authority (“the Authority”) has, for many purposes, the status, rights and duties of a Local Authority under the Local Government Act 1972 and other local government legislation. It is funded from Government Grants and by precepting the constituent councils of Bristol, Bath and North East Somerset, North Somerset, and South Gloucestershire.

The Authority’s membership comprises 20 elected members who are councillors appointed by the constituent Councils. This is done on a proportional basis to reflect the relative number of local government electors in each council area. Members are accountable in their decisions to the Fire Authority rather than the individual councils from which they are appointed. In addition, the current Police and Crime Commissioner for Avon and Somerset is a member of the Authority, making a total membership of 21.

The Authority’s primary statutory responsibilities are set out in:

- The Fire and Rescue Services Act 2004
- The Civil Contingencies Act 2004
- The Regulatory Reform (Fire Safety) Order 2005
- The Policing and Crime Act 2017
- Fire Safety Act 2021

In addition, the Fire Authority is the Scheme Manager and Scheme Employer for the Firefighters’ and Local Government pension schemes.

The Fire and Rescue National Framework for England outlines Central Government’s priorities and objectives for Fire Authorities and the Authority must pay due regard to the framework in shaping its work.

The Authority delivers on its statutory responsibilities through the “Avon Fire & Rescue Service” (the Service). The Authority has overall responsibility for setting the strategic policy direction for the Service, agreeing the budget necessary to deliver the policy direction and subsequently ensuring the Service is performing to the required standard by undertaking performance oversight and scrutiny activity.

The Authority has decided that the most efficient, effective, and transparent way to discharge its governance responsibilities, and ensure it meets other requirements such as satisfying the expectations of His Majesty’s Inspectorate of Constabulary and Fire and Rescue Services (HMICFRS), is through a two-committee structure. In practice, this means that the full Fire Authority retains decision making responsibility for all matters legally reserved to it but has delegated responsibility for some upstream work in policy development and resource allocation to a Policy and Resources Committee. It has also delegated



responsibility for its audit functions and downstream scrutiny and performance oversight activity to an Audit, Governance and Oversight Committee.

Further details of how this division of governance responsibilities operates are set out in the Scheme of Delegation, and the Terms of Reference for the Authority and each of its two Committees.

Whilst the Authority and its committees retain decision making responsibility for strategic policy setting and political oversight, it has delegated responsibility for the day-to-day running of the Service to the Chief Fire Officer. This delegation of responsibilities confirms the Authority's commitment to the principle of "**Operational Independence**" for the Chief Fire Officer.

The Authority has 2 Statutory Officers who are assigned specific legal responsibilities:

- a. The Clerk to the Authority (Clerk) who is the Monitoring Officer under Section 5 of the Section 5 of the Local Government and Housing Act 1989.
- b. The Statutory Finance Officer to the Authority who is the Chief Finance Officer under Section 112 of the Local Government Finance Act 1988.

Details of their duties and responsibilities can be found in the above legislation and the Authority's Scheme of Delegation. In summary terms, their primary roles are to ensure the Authority and Service act in a legally compliant (Monitoring Officer) and financially responsible (Statutory Finance Officer) manner.

This Constitution sets out how the Authority operates, how decisions are made, and procedures and legislation are followed to ensure that an efficient, effective, transparent, and accountable service is delivered to communities and businesses across Avon. Some of these processes are required by law, whilst others are matters for the Authority to determine.

The Constitution is divided into sections which deal with different aspects of the Authority's governance arrangements and are presented as stand-alone documents for ease of reference.

The Authority also publishes a Service Plan, which includes its Integrated Risk Management Plan, to confirm the strategic priorities it has set in support of its stated Vision "to provide the highest standard and best value Service to the community."



Our Vision

To provide the highest standard and best value service to the community.



We will work closely with and help make our diverse communities safer and healthier; while ensuring our Service is a great place to work, where everyone feels valued and can achieve their full potential.

Our mission

To improve public safety through prevention, protection, response and resilience.



Making our communities safer, by being there when we are needed, identifying and reducing risks and improving the quality of life for local people; our staff working together as one to ensure a high-quality, value for money Service which meets the needs of the people we serve.

Our values

Respect

Honest

Courageous

Ambitious

Inclusive

Transparent



Guided by the standards of behaviour captured in our values, we will support our staff to embrace challenges, recognise achievements and live out our values in making our communities safer and exceeding expectations. The public expect their emergency services to be there when they need us, but also role model the very best standards of behaviour. When we make decisions and work together, our values are the things we keep in mind every time. They are important to us, and non-negotiable.

[Our Values and Behaviour Framework is aligned to the Core Code of Ethics for Fire and Rescue Services.](#)

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APPENDIX 3

Fire Authority Terms of Reference





Membership and Frequency of Meeting

- FA1. The Authority shall have up to 21 members - 20 of whom will be councillors from the constituent local authorities of Bristol, Bath and North East Somerset, North Somerset, and South Gloucestershire. These members are appointed by the constituent Councils on a proportional basis – i.e. each constituent authority shall, so far as is practicable, appoint such number of representatives to be members of the Authority as is proportionate to the number of local government electors in its area in relation to the number of such electors in each of the other constituent authorities' areas. In addition to the 20 members from the constituent local authorities, the current Police and Crime Commissioner for Avon and Somerset is also a Member. The quorum for a meeting of the Authority shall be 7 members. The Authority may appoint co-opted, non-voting members onto its two sub-committees.
- FA2. The Authority will normally meet on a quarterly basis.
- FA3. The appointment of the Chair and Vice-Chair shall be the first item of business at the initial meeting of the Municipal Year.

Terms of reference of the Fire Authority

- FA4. The Authority shall exercise the following functions and responsibilities:
- a) To agree the Authority's overarching Service Plan including the Integrated Risk Management Plan.
 - b) To approve the Authority's Standing Orders; Scheme of Delegation to Officers; Contract Procedure Rules; Financial Regulations; and the Terms of Reference for its Standing Committees, including deciding upon their political composition and making appointments to them.
 - c) To appoint on an annual basis, members of the Authority onto its standing Committees and advisory Local Pension Board. In addition, it will appoint representatives to the following outside bodies:
 - i) Local Government Association.
 - ii) South West Councils.
 - iii) South West Councils' Employers Panel.



- d) To approve a balanced revenue budget, capital programme and adopt a Medium-Term Financial plan for the Authority.
- e) To approve the Authority's Precept.
- f) To approve the Authority's Reserves Strategy.
- g) To approve the Authority's level of borrowing.
- h) To approve the Prudential Indicators in accordance with the Prudential Code.
- i) To approve the Treasury Management Strategy.
- j) To authorise any budget variation in excess of £500k
- k) To appoint and revoke the appointment of any Member to:
 - i) Any role which they are appointed to by the Authority; and
 - ii) Any other outside body, organisation or a joint committee of two or more authorities.
- l) To approve any proposed total remuneration in excess of £100,000 per year on appointment to any post.
- m) To establish a Selection Panel which, with advice from suitably qualified professionals, will oversee the selection process for the Chief Fire Officer, Statutory Finance Officer, or Monitoring Officer.
- n) To approve the appointment of the Chief Fire Officer, Statutory Finance Officer and Monitoring Officer, following a recommendation from a Selection Panel.
- o) To establish a panel that will be engaged in selection processes for Assistant Chief Fire Officers and consulted with in advance of the Chief Fire Officer making associated appointment decisions.
- p) To establish a panel to deal with all discipline, grievance or employment matters of the Chief Fire Officer, Statutory Finance Officer, and Monitoring Officer.



- q) To establish a Performance Appraisal Panel to set objectives and oversee the performance of the Chief Fire Officer.
 - r) To approve the Authority's Code of Conduct for Members on recommendation from the Audit, Governance and Oversight Committee.
 - s) To approve any name change of the fire and rescue service for the Authority's area from "Avon Fire and Rescue Service";
 - t) To approve the Annual Pay Policy Statement, Annual Review of Remuneration of the Chief Fire Officer/Chief Executive Officer and Scheme of Members' Allowances;
- FA5. To approve all other matters which, by law, must be reserved to the Fire Authority.

Committees

Total Number of Committee Places

- FA6. The total number of standing committees shall be two:
1. A Policy and Resources Committee, comprising 11 members of the Fire Authority; and
 2. An Audit, Governance and Oversight Committee, comprising 9 Fire Authority members and up to 2 co-opted, non-voting advisory members.

Membership of the above Committees shall be mutually exclusive and their membership will ensure that they are balanced on both a political and cross authority basis.

The Police and Crime Commissioner will not sit on either of the above standing committees.

- FA7. All matters not listed in the Fire Authority Terms of Reference or specifically delegated to officers are delegated to the above committees, except where there is a requirement to submit a recommendation to the Fire Authority or another Committee. A committee may delegate matters within its Terms of Reference to a subcommittee and/or an officer as it deems appropriate.

- FA8. These Terms of Reference will be reviewed at least every four years.

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APPENDIX 4

**Policy and Resources Committee
Terms of Reference**





Membership and frequency of meetings

- PRC1 The Policy and Resources Committee shall have 11 Members and the quorum shall be 4 Members. It will normally meet quarterly.
- PRC2 The Chair of the Fire Authority shall be the Chair of the Policy and Resources Committee and the appointment of a Vice Chair will be the first item of business at the initial meeting of the Municipal Year.

Functions of the Policy and Resources Committee

- PRC3 To discharge all the functions and responsibilities of the Authority except in so far as such function and/or responsibility or any other matter:
- a) has been expressly reserved as a decision of the Fire Authority or is reserved by law to the Fire Authority, or
 - b) falls within the terms of reference and delegation of any other Committee, or under the Scheme of Delegation to Officers of the Authority.
- PRC4 To oversee development of the Authority's strategic Policy Framework, including documents such as those specified below:
- a) The Service Plan.
 - b) All public consultations on aspects of the Authority's strategic Policy Framework.
 - c) The Estates Strategy
 - d) The Fleet Strategy
 - e) The Collaboration Strategy
 - f) The People Strategy
 - g) The Efficiency Plan
 - h) The Environmental Strategy

- i) The Information and Communications Technology (ICT) Strategy
- PRC5 To oversee decisions on member representation at conferences on behalf of the Authority.
- PRC6 To determine and oversee the development of priority programmes such as those specified below, and to determine future priority programmes as and when required:
- (a) His Majesty's Inspectorate of Constabulary and Fire and Rescue Services (HMICFRS) Action Plan
 - (b) The Transformation Programme
 - (c) Programmes focused on cultural development
 - (d) All large-scale estates construction or redevelopment schemes.
- PRC7 To monitor the procurement forward plan and approve business cases for proposed procurements in line with the Procurement Contract Rules.
- PRC8 In accordance with the Authority's Financial Regulations approve in year budget adjustments and transfers between Reserve balances.
- PRC9 To discharge the Authority's responsibilities as Scheme Manager and Scheme Employer for the Firefighters' and Local Government pension schemes.
- PRC10 To determine matters relating to pay and remuneration where required by collective agreements reached by national negotiating bodies or legislation.
- PRC11 To act as the Employers' Side of a negotiating and consultation forum for all matters relating to the employment contracts of the Chief Fire Officer and, where relevant, employees contracted to "Gold Book" terms and conditions in whole or in part.
- PRC12 To appoint a Sub-Committee (minimum of 3 Members) to hear appeals if required to do so in accordance with the Authority's policies.

PRC13 To appoint a Sub-Committee (minimum of 3 Members) to deal with Stage 2 Pension Internal Dispute Resolution processes

PRC14 These Terms of Reference will be reviewed by the Authority at least every four years.

APPENDIX 5

**Audit Governance and Oversight
Committee Terms of Reference**





Membership

- AGOC1 The Audit Governance and Oversight Committee shall comprise 9 Fire Authority members and up to 2 (non-voting) co-opted advisory members, appointed on the basis of their professional experience and expertise. The quorum shall be 4 Members of the Authority.
- AGOC2 The Vice-Chair of the Fire Authority shall be the Chair of the Audit, Governance and Oversight Committee and the appointment of a Vice Chair will be the first item of business at the initial meeting of the Municipal Year.

Frequency of Meetings

- AGOC3 The Committee will normally meet on a Quarterly basis.

Audit Activity

- AGOC4 To oversee all Audit issues on behalf of the Authority, in accordance with guidance issued from time to time by the Chartered Institute of Public Finance and Accountancy (CIPFA).
- AGOC5 To consider reports dealing with the management and performance of the providers of internal and external audit services, and to commission services from them.

To consider and respond accordingly to:

- (a) Reports and summaries from the Internal Auditors, including but not limited to the Annual Assurance Report and opinion, audit activity (actual and proposed) and any information regarding agreed recommendations not implemented within a reasonable timescale.
- (b) Reports and summaries from the External Auditor, including but not limited to the Annual Audit Letter and opinion, external audit activity (actual and proposed) and any information regarding agreed recommendations not implemented within a reasonable timescale.

Governance and Risk Management Framework

- AGOC6 To maintain an overview of the effectiveness of the Authority's constitutional arrangements to ensure compliance with governance best practice and relevant published standards, regulations and other controls, and make recommendations for improvement to the Fire Authority.



- AGOC7 To agree the internal and external audit plans.
- AGOC8 To approve and monitor the effectiveness and outcomes of the Authority's policies on:
- (a) Whistle blowing (Monitor Annually)
 - (b) Anti-Money Laundering (Monitor Annually)
 - (c) Anti-fraud and Anti-corruption (Monitor Annually)
 - (d) External Complaints Procedure (Monitor Annually)
 - (e) Employee Grievance, Bullying and Harassment, and Discipline (Monitor Annually)
- AGOC9 To receive reports referred to it from the Authority's Local Pension Board in relation to assurance matters.
- AGOC10 To consider reports concerning the register of corporate risks and the corporate business continuity planning framework and seek assurance of appropriate management action.
- (a) Corporate Risk Register (Monitor Quarterly)
 - (b) Business Continuity Plans (Monitor Annually)
- AGOC11 To monitor the governance arrangements of partnerships and shared services and to receive and review any Partnership Register held by the Authority.
- AGOC12 To review any issue referred to it by the Chief Fire Officer or appointed officer of the Authority or the Policy and Resources Committee.

Accounts

- AGOC13 To approve the Statement of Accounts and associated documentation in line with CIPFA Guidance, including, the Annual Governance Statement (AGS). The AGS to be signed by the Chair of AGOC, and countersigned by the Chief Fire Officer, and Fire Authority Chair in consultation with the Statutory Finance Officer.
- AGOC14 To consider whether appropriate accounting policies have been followed and whether there are concerns arising from the financial statements or from audit activity that need to be brought to the attention of the Authority.



Oversight and Performance Review Responsibilities

- AGOC15 To investigate any matters the Committee consider relevant to its remit and make recommendations to the Authority or to the Policy and Resources Committee as it sees fit.
- AGOC16 To assess, on a quarterly basis, the performance of the Service against agreed measures and organisational targets and respond to areas of strong and/or under performance, reporting and making recommendations where necessary to the Fire Authority.
- AGOC17 To examine selected decisions that have been taken, or are proposed to be taken, by the Policy and Resources Committee, where there is considered to be material value in doing so. Where any such examination generates recommendations or concerns about the decision, or proposed decision, the Committee shall refer the matter back to Policy and Resources Committee or the Fire Authority, as appropriate, for further consideration.
- AGOC18 To commission task and finish groups to undertake “deep dive” scrutiny exercises examining key performance issues.
- AGOC19 To approve the Authority’s Statement of Assurance.

Employees

- AGOC20 To approve the adoption or revision of any policies, codes or guidance:
- (a) regulating working relationships between members and co-opted members of the Authority and the employees of the Authority (the Member/Officer Protocol);
 - (b) governing the conduct of employees of the Authority (Employee Code of Conduct).

Members Code of Conduct

- AGOC21 To promote and maintain high standards of conduct and assist members of the Authority and co-opted Members to observe the Members’ Code of Conduct.



- AGOC22 To recommend to the Authority the adoption or revision of the Members' Code of Conduct.
- AGOC23 To advise on and oversee the provision of training and development for Members and co-opted members on matters relating to the Members' Code of Conduct.
- AGOC24 To establish a Sub-Committee (minimum of 3 Members) to deal with allegations of misconduct referred by the Monitoring Officer relating to individuals to whom the Members' Code of Conduct applies.

Review

- AGOC25 These Terms of Reference will be reviewed by the Authority at least every four years.

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Contract Procedure Rules



AVON
FIRE AUTHORITY



(At a Glance Section to be added once all parameters agreed)

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CPR1. Introduction

- CPR 1.1 These Contract Procedure Rules (CPR) provide a corporate framework for the procurement of all Goods, Services and Works for the Authority.
- CPR 1.2 Procurement is “the process whereby organisations meet their needs for Goods, Services, Works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and the economy, whilst minimising damage to the environment”.
- CPR 1.3 Procurement includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts.
- CPR 1.4 The Authority spends in the region of £14 million per annum on the external procurement of Goods, Services and Works. It is therefore important that the Authority strategically manages this spend to ensure that it:
- i obtains value for money and the required level of quality and performance in all contracts let.
 - ii conducts its procurement activity openly, transparently and, where practicable, based on standard approaches and use of common systems that appropriately minimise complexity, cost, timescales, and requirements for suppliers.
 - iii complies with all UK law that governs and/or relates to the procurement of Goods, Services and Works.
 - iv considers all relevant guidance issued by the Government.
 - v has procurement procedures which, when followed, should protect members and officers of the Authority from any allegation of acting unfairly or unlawfully in connection with any procurement by the Authority.
 - vi subject to compliance with (iii), has considered, assessed and where practicable mitigated any risks associated with a particular procurement.
 - vii process and subsequently entering into contracts achieves the organisational outcomes of the Procurement Strategy; and
 - viii considers the whole life cost of the purchases and contract.

CONTRACT PROCEDURE RULES



- CPR 1.5 These rules are not intended as detailed guidance for implementation. Any procurement guidance issued by the Procurement and Supplies Team must be followed.
- CPR 1.6 These CPRs govern organisational behavior in the conduct of procurement. It is a given that such behavior is undertaken in support and delivery of the wider policies and objectives of the Authority.
- CPR 1.7 In conducting any procurement, utmost probity must be demonstrated at all times.

CPR2. Definitions and Interpretations

- CPR 2.1 Definitions for these Rules are contained in the definitions section of this Constitution.
- CPR 2.2 All values referred to in these Rules are inclusive of VAT
- CPR 2.3 Any dispute regarding interpretation of these Rules shall be referred to the Monitoring Officer for resolution in consultation with the Procurement Manager.
- CPR 2.4 These Rules shall be read in conjunction with the Constitution as a whole and, in particular, in respect of Contract payments, including compliance with the Financial Regulations.
- CPR 2.5 The Monitoring Officer will amend these Rules from time to time, as necessary, to ensure that they meet all legal requirements.
- CPR 2.6 The Monitoring Officer, Statutory Finance Officer and the Procurement Manager shall periodically undertake a formal review of these Rules. This should happen at least every 4 years.

CPR3. Procurement Planning

- CPR 3.1 Before commencing any procurement, the Senior Officer responsible for the proposed procurement, must undertake (or ensure that it is undertaken) the appropriate level of preparation and planning, proportionate to the proposed value, risk and nature of the project. To ensure that this planning

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work has been done the Senior Officer responsible for the procurement must obtain “Approval to Proceed”. Depending on the value of the contract the level of preparation and source of approval to proceed will vary. The table in CPR 3.5 sets out how and where to obtain approval to proceed.

CPR 3.2

Estimated Contract value	Business as Usual Documentation	New Business Documentation	Approval to Proceed
Up to £29,999	n/a	n/a	Senior Officer
£30,000 to £99,999	Procurement Sourcing Plan	Business Case	Senior Officer
£100,000 to £249,999	Procurement Sourcing Plan	Business Case	Service Leadership Team
£250,000 to £499,999	Procurement Sourcing Plan	Business Case	Director
£500,000 to £999,999	Procurement Sourcing Plan	Business Case	Service Leadership Board
Over £1,000,000	Business Case	Business Case	Policy & Resources Committee

CPR 3.3 The Procurement Team will manage the “Procurement Plan” which will have details of ongoing and future procurement exercises. For procurements with an estimated value between £250,000 and £1,000,000 it will also capture details of when and by whom “Approval to Proceed” was obtained. The Procurement Plan will be considered by the PRC on a quarterly basis to ensure Members maintain a line of sight on all procurements between £250,000 and £1,000,000. However, consideration of the Procurement Plan by PRC, does not prohibit or delay the procurement process once the appropriate officer or board approval has been obtained.

CPR 3.4 When seeking approval to proceed from PRC for high value or high-risk procurements consideration should be given to the inclusion of reporting “gateways”. These gateways would enable members to maintain oversight during the procurement process and ensure that the process is being delivered within the approved parameters. Reporting will be to the next PRC

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and will not require the procurement to be paused whilst awaiting that meeting.

CPR 3.5 The approval to proceed stage of the process is critical. It will influence all future activity on the contract. If this part of the process is done correctly then the rest should flow without difficulty, but the reverse is also true. If the actual procurement doesn't fit within the parameters agreed at this stage further authorisation will be needed. It is common to underestimate the planning stage or not carry it out at all. The key tasks at the planning stage include:

- i Financial approval to procure - it is first necessary to define a realistic budget for the contract and secure budgetary approval for the funds and manage the contract via a Procurement Sourcing Plan or a Business Case, approved at the correct level. These documents should, in a manner proportionate to the value and risk of the procurement, consider the relevant issues listed in bullet points below:
- ii engagement with key stakeholders in order to identify and assess needs – what is being procured and why? What is the key driver for the procurement? What are the critical success factors? What outcomes are being sought?
- iii checking that no existing in-house provision exists for the Goods, Services or Works required
- iv carrying out an options appraisal to look at different ways of meeting, the identified needs (e.g. buy, lease or rent?) using appropriate methods such as whole life costing, life cycle costing etc.
- v Identifying and articulating the outcomes and benefits the procurement will achieve.
- vi consideration of any potential sustainability, Health & Safety, Equalities Impact Assessment, social value impacts and implications
- vii a Data Protection Impact Assessment must be completed for any new procurement that includes the processing of personal data, regardless of whether the processing is being carried out by Avon Fire & Rescue Service staff or by a Contractor (Data Processor) on behalf of the Authority
- viii selection of the appropriate Procurement Procedure.
- ix preparing the specification (setting out the requirements)
- x where a tender is to be awarded on both price and quality, determining the criteria and evaluation methodology.



- CPR 3.6 The results of the approval to proceed stage must be properly documented by the Procurement Team and, if used recorded in the Authority's electronic procurement system.
- CPR 3.7 The Senior Officer must liaise with the Finance Department to ensure all potential costs and financial information has been undertaken and verified, prior to and during the approval to proceed stage. The Senior Officer must also ensure that all requirements of the Financial Regulations are complied with.

Estimating the Contract Value

- CPR 3.8 The estimated value of a Contract/procurement exercise shall be the value of the total consideration, including value added tax, which the Authority expects to be payable under the Contract over its full duration (not the annual value).
- CPR 3.9 Where the duration of a contract is indeterminate, the value should be taken to be the estimated value of the contract over a period of four years (the value of the monthly consideration multiplied by 48).
- CPR 3.10 In determining the value of the total payment which the Authority expects to pay, the Senior Officer shall take account, where relevant, of.
- i. the term/period of the proposed Contract
 - ii. any rights to renew the Contract/extend the Contract period.
 - iii. any prize, payment, premium, fees, commission, interest, indexing or other form of remuneration payable under the proposed Contract or in respect of the proposed procurement.
- CPR 1.2 If there is uncertainty over calculating the estimated value of the proposed Contract, then the advice of Procurement and Supplies Team should be sought.
- CPR 1.3 No Works or requirements for Goods or Services may be artificially split to avoid consulting with the Procurement Manager or avoid compliance with procurement law or these Rules.
- CPR 1.4 Where the Authority has requirements over a period of time for Goods and Services where the contracts have similar characteristics and the Goods and Services are of the same type and enters into a series of contracts or a contract which is renewable, then the estimated value shall be calculated by the total spend on such matters over the last 12 months or projected

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estimated spend for the next 12 months, whichever is the greater. In estimating this value, the advice of the Procurement

CPR 1.5 In considering if the Public Contracts Regulations 2015 apply, the Authority must have regard to the 'methods for calculating the estimated value of a procurement' set out in the Public Contracts Regulations 2015 and advice of the Procurement Manager sought.

Advice

CPR 1.6 At the outset of a procurement process, the Senior Officer (or his/her nominated officer) must refer to the Procurement and Supplies Team all proposed procurements with an estimated value in excess of £30,000 for Goods, Services and Works. The Senior Officer should also refer to the Head of Finance to ensure the required budget is available and has been approved. In addition to these Rules, the Senior Officer must follow all guidance issued by the Procurement Manager in respect of the procurement.

CPR 1.7 The advice of the Monitoring Officer should be sought on procurements which have the potential to be high risk or high value. This is especially important where the complexity of the procurement requires, for example, the inclusion of bespoke clauses in contract terms. If there is any doubt, legal advice should be sought.

Benefits Realisation

CPR 1.8 To ensure that the goods and services procured are delivering the outcomes and benefits anticipated it is essential that appropriate monitoring and evaluation processes are in place. Obviously, these processes should be proportionate and linked to the importance, value and risks associated with the goods or services procured. As a minimum, a representative sample of the business cases approved by PRC should be revisited by AGOC on an annual basis. AGOC should also, from time to time, carry out deep dive reviews of high value or complex contracts to ensure they are delivering the benefits anticipated.



Responsible Procurement

CPR 1.9 Responsible Procurement incorporates the wider benefits that procurement can bring to society including sustainability, preventing modern slavery, living wage, inclusion, and social value. A number of these are required by law or Authority policies.

Public Services (Social Value) Act

CPR 1.10 The Public Services (Social Value) Act 2012 requires Public Sector bodies to implement Social Value requirements and criteria when procuring certain contracts.

CPR 1.11 Social Value clauses within contracts are used to build a range of economic, social or environmental conditions into the delivery of a contract.

CPR 1.12 All relevant contracts (under the Act) must include a contractual obligation on the successful bidder to deliver Social Value. Examples of Social Value that can be included in contractual clauses include:

- Targeted Recruitment and Training Initiatives
- Supply Chain Initiatives
- Community Initiatives
- Educational Initiatives
- Environmental Initiatives
- Equality and Diversity Initiatives.

CPR 1.13 For all contracts not covered under the Act, the inclusion of Social Value as a contractual obligation is optional but shall be considered.

CPR 1.14 In all cases where Social Value is being delivered, there must be a contractual requirement for the successful contractor to provide monitoring information on the Social Value benefits as determined by the Procurement Manager. More generally, the named contract manager as part of the normal contract management process should monitor the delivery of these benefits.

CPR 1.15 Regard must be given to the Government guidance on Social Value and such other guidance as the Procurement Manager may issue from time to time on the approaches to delivering Social Value through Authority contracts.



Sustainable Procurement

CPR 1.16 The Authority is committed to ensuring that the Goods, Services and Works that we buy are as sustainable as possible, with the lowest environmental impact and most positive social results. We will integrate sustainability into our procurement policies and practices by following leading guidance such as the Green Public Procurement principles whilst complying with Government Buying Standards and aligning with our Environmental Strategy. This will enable us to address the wider impacts of our supply chain, with examples such as ethical sourcing of PPE, procurement of renewable energy and energy-efficient equipment, and biodiversity-friendly grounds maintenance on our estate.

Modern Slavery

CPR 1.17 During the procurement process, staff must consider the risks that a supplier of Goods or Services may be committing offences under the Modern Slavery Act 2015. Modern slavery is a crime involving one person denying another person his or her freedom, including slavery, servitude, forced and compulsory labour and human trafficking. Those who have committed offences under the Act are subject to a mandatory exclusion as bidders for public procurements.

CPR 1.18 Mitigation of modern slavery risks should be considered throughout the procurement process, at the pre-procurement/specification stage, the selection stage, award stage and during contract management. Procurement personnel should also ask bidders to explain prices/costs which appear abnormally low.

CPR 1.19 Where there is a relevant risk of modern slavery, bidders should be asked specific questions on how they will address the risk, for example:

- i How the supply chain will be managed and monitored for modern slavery risks and how any risks will be tackled
- ii Details regarding workforce conditions in factories used to produce goods.
- iii Information on working/employment practices relating to staff who will be performing the contract.
- iv Who in the company oversees modern slavery risks, who monitors it, and how risks are mitigated.
- v Evidence of recruitment methods for staff delivering the contract



CPR 1.20 When awarding contracts which involve a risk of modern slavery, consideration should also be given to including additional contract terms and conditions to manage these issues.

Living Wage

CPR 1.21 By UK law employers must pay their staff who are under the age of 25 the Minimum Wage and over 25 the National Living Wage. In addition, there is a drive for employers to voluntarily pay their staff a Real Living Wage, which is higher than the National Living Wage calculated according to the cost of living based on a basket of household goods and services.

CPR 1.22 Avon Fire Authority voluntarily pay their staff at least the Real Living Wage and, as part of the procurement process, they will take due account of the wages paid by bidders to their staff and encourage all providers of goods and services to the Fire Authority to pay their staff a Real Living Wage.

Personal Data

CPR 1.23 The Senior Officer responsible for any procurement must take all reasonable steps to ensure any personal data and processing activity is in accordance with the current Data Protection legislation, Codes of Practice from the Information Commissioner's Office (ICO) and in accordance with the Authority's Information Governance Policies. This will include the incorporation of appropriate data processing details in tender documentation and Contracts (such as a Schedule of Processing and/or a separate Data Processing Agreement). In respect of tender questions and evaluations relating to any aspect of data protection and/or information security, staff should consult with a member of the Data Protection team, who can provide advice and who can assist with the completion of a Data Protection Impact Assessment.

CPR 1.24 The Senior Officer must ensure the Authority's obligations and risks, in respect of personal data, are considered and indemnities are sought where appropriate.



Framework Arrangements

- CPR 1.25 The Authority has entered into a number of Contracts or Framework Agreements for types of Goods, Services and Works.
- CPR 1.26 The Procurement and Supplies Team maintain a register of such contracts and framework agreements and can provide advice on their use and any exemptions granted.
- CPR 1.27 It is the responsibility of the service area requiring the procurement to ascertain whether there is a framework or other corporate purchasing agreement in place by checking with the Procurement and Supplies Team. If such a framework or corporate purchasing arrangement exists, then service areas must use the same or otherwise obtain the prior agreement of the Procurement Manager or his/her nominated deputy.
- CPR 1.28 The use of frameworks is only permissible once the Procurement and Supplies Team has approved its use (including checking that the framework agreement concerned may be relied upon by the Authority).
- CPR 1.29 When using framework agreements, all guidance issued in relation to the use of the Framework concerned must be followed. The award criteria, weightings and the terms and conditions of contract specified in the framework agreement must be used.

Collaborative and Joint working arrangements

- CPR 1.30 Any consortia procurement arrangements must be approved for use by the Procurement Manager before reliance is placed on the same.
- CPR 1.31 Before proceeding with any proposed joint working arrangements, legal advice should be sought from the Monitoring Officer.

Bonds, Securities, Liquidated and other damages

- CPR 1.32 The Senior Officer (of the service area requiring the procurement) is responsible for ensuring that a risk assessment is undertaken, to determine if a performance bond or performance guarantee is required. If appropriate, the advice of the Authority's Statutory Finance Officer and Monitoring Officer should be sought.

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CPR 1.33 Consideration should also be given to the appropriateness of including in the contract a provision for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed.

Parent Company Guarantee

CPR 1.34 The Senior Officer (of the service area requiring the procurement) is responsible for seeking a Parent Company Guarantee where a contractor is a subsidiary of a parent company and;

- i. the award is based on evaluation of the parent company;
- ii. the financial status of the contractor (having regard, inter alia, to the proposed contract) warrants the same and or
- iii. the Statutory Finance Officer recommends.

CPR4. The Procurement Process

Works, Goods and Services

CPR 4.1 Where possible, Works, Goods and/or Services must be obtained via existing approved (by Procurement and Supplies Team) arrangements including:

- i. Corporate Contract
- ii. Approved Framework Agreements
- iii. Dynamic Purchasing System

Provided that such action achieves the principles of Value for Money.

CPR 4.2 All Works requirements will be specified by the Property Team only.

Works, Goods and Services - Value up to £10,000

CPR 4.3 For procurements with an estimated value of up to £10,000 (ten thousand pounds) where no suitable corporate contract, Framework Agreement or Dynamic Purchasing System is available:

- i. the minimum requirement is that one written quote is obtained although, where practical, competition is encouraged. It is, however, still necessary for the service area to be satisfied and able to demonstrate that it has obtained Value for Money.

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- ii. the service area must keep an appropriate file record evidencing the process using a Purchase Requisition Authorisation, and
- iii. this Rule CPR 2.3 is subject to the requirements set out in the other sections of the CPR, including use of frameworks, artificially dividing procurements and repeat requirements.

CPR 4.4 Where value of the procurement is up to £10,000 then officers in the service areas undertaking the procurement concerned must comply with the following requirements:

- i. When quotes are sought these should be in writing (including email).
- ii. Where only one quote is requested, the relevant Senior Officer still has the responsibility to ensure (and be able to demonstrate) that
- iii. Value for Money has been obtained.
- iv. There is no prescribed timescale but a reasonable timescale should be given for parties to submit quotes.
- v. If the value is above £500 a Purchase Requisition Authorisation (PRA) needs to be submitted and approved before any quote is accepted.
- vi. Quotes should only be accepted in writing (including email). The acceptance should make clear that the Authority's standard terms and conditions referred to in the Authority's purchase order apply. On acceptance of the quotation (written or electronic), a purchase order must be sent via the Purchase-to-Pay (P2P) system, which contains reference to the Authority's standard terms and conditions.

Goods and Services – Value £10,001 to £29,999 and Works Value £10,001 to £74,999

CPR 4.5 For Works procurements with a value of £10,001 up to £74,999 and Goods and Services procurements with a value of £10,001 up to £29,999 where no suitable corporate contract Framework Agreement or Dynamic Purchasing System is available then:

- i. where practicable the requirement should be openly advertised on the Authority's electronic procurement system, or provided it is below £29,999 in value or not practicable to do so then:
- ii. a minimum of 3 written quotes must be requested from suitable providers or

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- iii. the prior consent of the Procurement Manager must be obtained to the use of an alternative Procurement Procedure or reliance being placed on CPR 5.49 ('Exceptions').
 - iv. when not using the Authority's electronic procurement system a PRA Form must be used to record the procurement actions taken. All procurements with a value of £29,999 and above must be advertised on the Authority's electronic procurement system.
- CPR 4.6 In the circumstance where not all suppliers respond to the request for quotation with a submission, it is acceptable to evaluate and award the contract based on whatever submissions have been made, even where there is only one submission provided, Value For Money is achieved.
- CPR 4.7 In the circumstance where there are less than three suppliers available for the Goods or Services in question, please seek advice from the Procurement and Supplies Team.
- CPR 4.8 These CPR do not set out minimum timescales that bidders should be given for submitting a response to a request for quotation. Consideration should be given to the complexity of the quote being requested and sufficient time allowed for tenderers to provide suitable quotes.

Goods and Services – Value above £30,000 and Works Value above £75,000

- CPR 4.9 Management of the procurement process and the agreement of Contracts on behalf of the Authority for 'high value' procurements is the responsibility of the Procurement and Supplies Team which will agree with the Budget Holder and Service Officers the most appropriate approach to the competitive process and contractual documentation to be used.
- CPR 4.10 The procurement approach will take into account a number of factors to determine the most cost effective and efficient process to achieve value for money including but not limited to;
- i. contract value and application of the relevant thresholds and procedures
 - ii. other legislative requirements
 - iii. responsible procurement requirements
 - iv. market conditions and competition
 - v. collaborative opportunity
 - vi. availability of Contracts and Framework Agreements



vii. supply risks

CPR 4.11 The procedural rules associated with the Public Contracts Regulations 2015 shall be followed in all instances where applicable.

The Tender Process

CPR 4.12 The invitation to tender must include details of the Authority's requirements for the particular contract including:

- i. a specification of the Services, Goods or Works being procured and instructions on whether any variants are permissible.
- ii. the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders.
- iii. the Authority's terms and conditions of contract.
- iv. the evaluation criteria including attached weightings.
- v. the Form of Tender.
- vi. pricing mechanism and instructions for completion.
- vii. whether the Authority is of the view that TUPE will apply.
- viii. Form and context of method statements to be provided.
- ix. rules for submitting tenders.
- x. any further information, which will inform or assist Tenderer(s) in preparing.

CPR 4.13 Every Tenderer submitting a tender will be required to sign a declaration to the effect that:

- i. they have not and will not inform any other person of the amount of their tender.
- ii. they have not fixed the amount of any tender in accordance with a price-fixing arrangement.
- iii. they accept that the Authority is entitled to cancel the contract and to recover from them the amount of any loss resulting from such cancellation if it is discovered that there has been any breach of (i) or;
- iv. or corrupt or fraudulent act or omission by them which in any way induced the Authority to enter into the contract.



- v. acknowledging that the Authority is not bound to accept the lowest or any tender submitted, that the tender exercise may be aborted at any stage during the tender process and that they tender at their own cost and expense.

CPR 4.14 In respect of proposed procurements with an estimated value in excess of £30,000 for Goods and Services and £75,000 for Works, the service areas must obtain the prior approval of the Procurement Manager to the invitation to tender documentation, including specification, evaluation criteria and weightings.

CPR 4.15 Prior disclosure to Tenderers of the award criteria and weightings is a fundamental requirement that must be complied with for all the Authority's procurements. In respect of all quotes/tenders, where the main quote/tender criterion is the most economically advantageous tender, the Senior Officer must ensure that evaluation criteria or sub- criteria is listed in the Request for Quote or Invitation to Tender documentation. Any particular scoring or weighting attributable to any criteria or sub criteria must be clearly stated

Pre-Qualification (Applies to all)

- CPR 4.16 The Authority shall only enter into a Contract with a Contractor if it is satisfied as to the Contractor's competencies. The criteria for selecting Tenderers may include, but need not be limited to:
- i. Technical or professional competence and experience including qualifications.
 - ii. Health and Safety policies and performance.
 - iii. Quality including certification by official quality control institutes or agencies of recognised competence and or attesting conformity to quality assurance standards and or measures.
 - iv. Financial and economic standing including appropriate insurance provisions.
 - v. Sustainability, including environmental management measures.
 - vi. Evidence as to whether they are unsuitable on grounds, e.g., of bankruptcy, criminal conviction, or failure to pay taxes; and
 - vii. Data Protection and security implications.



Receipt, Custody and Opening of electronic and Hard Copy Tenders

CPR 4.17 All quotations and tenders for contracts above £30,000 shall be received and managed through the electronic procurement system and opened by an appropriate procurement officer.

CPR 4.18 Where the system is not available, or would not be appropriate for a particular project, then a paper-based procurement process may be undertaken. Where this is the case, this shall be done with prior agreement from the Procurement and Supplies Team before the tender is externally communicated/published.

- CPR 4.19 Where a paper-based procurement process is undertaken, responses shall:
- i. Be kept in a safe and secure manner at all times and not opened until after the date and time specified for opening.
 - ii. Only be opened by the Procurement and Supplies Team in the presence of at least one independent witness that is not involved in the procurement process and a record sheet completed.
 - iii. The following shall be recorded on the record sheet:
 - Date and time of receipt
 - Name of Supplier
 - How the response was received (post, e-mail)
 - Individuals names and job title involved in opening the tender accordance with (b) above
 - Services/Title of the tender.

Late Tenders

CPR 4.20 Tenders received after the date and time for receipt of tenders may only be opened and considered with the agreement of the Procurement Manager. Any such decisions must demonstrate good reason why it is considered appropriate to accept the late tender and the decision recorded by the Procurement Manager.



Tender Evaluation

CPR 4.21 For each Contract with an estimated value £30,000 and above in respect of Goods and or Services and £75,000 in respect of Works, the Senior Officer of the service area requiring the procurement shall form an evaluation team ('Evaluation Team') with responsibility for evaluating tenders before the tender award is published.

CPR 4.22 Where the Contract estimated value is considered high value and complex, representatives of other relevant service areas such as Health and Safety/Human Resource/Ops/Environment may be included on the Evaluation Team. Consideration should also be given to including service users on the Evaluation Team. If the required expertise does not exist in-house consideration should be given to bringing in external professional support. It is not appropriate to use members of the Authority for their personal expertise, where it does not exist in-house. The involvement of members in these processes would inhibit their ability to exercise their responsibilities for oversight and scrutiny.

CPR 4.23 The Evaluation Team shall examine tenders in accordance with the predetermined evaluation criteria for the quotes/tenders and identify quotes/tenders that best meet the criteria. The evaluation criteria shall be strictly observed (and remain unchanged) at all times throughout the contract award procedure.

CPR 4.24 As a general rule, no adjustment or qualification to any quote or tender(s) submitted is permitted. Errors found during the examination of quotes or tenders shall be dealt with in one of the following ways:

- i. If the error is not arithmetical the tenderer shall be given details of the error(s) and shall be given the opportunity of confirming without amendment or withdrawing the quote or tender; or
- ii. If an arithmetical error is found, the responsible officer shall correct the error(s) provided that, apart from these genuine arithmetic error(s), no other adjustment revision or qualification is permitted. An appropriate record shall be kept.

CPR 4.25 Tenders shall be evaluated to ascertain which represents the most economically advantageous offer to the Authority assessed by reference to criteria set in advance (guidance is available from Procurement and Supplies Team). Evaluation criteria, including weightings and sub-weightings shall be published in the tender documentation. Tenderers must be treated equally and



in a non-discriminatory way and Officers must act in a transparent manner. The use of electronic reverse auctions in the evaluation process must be set out in advance and approved by the Procurement and Supplies Team.

- CPR 4.26 Tenders shall include a clear detailed written technical specification defining the characteristics of the materials, goods or services such as quality levels, environmental performance levels, design for all requirements (including accessibility for disabled persons) and conformity assessment, performance, use of a product, safety or dimensions. No reference shall be made to materials or goods of a specific make or source or to a particular process or to trademarks, patents, types, origin or means of production.
- CPR 4.27 The Procurement and Supplies Team will keep written records of the membership of the evaluation team, evaluation process and outcome.

Post Tender clarification

- CPR 4.28 Where the Procurement is conducted pursuant to the Public Contracts Regulations, there are restrictions on the use of post tender clarification and advice must be sought before determining whether any clarification would be appropriate.
- CPR 4.29 The Procurement and Supplies Team with consultation with the Senior Officer may seek clarification from Tenderers in respect of their tenders provided this does not involve discrimination. A record of all clarifications needs to be maintained on the Authority's electronic procurement system including minutes of any clarification interviews.
- CPR 4.30 At all times during any such negotiation or clarification process the Authority shall consider and comply with the Public Contracts Regulations based principles of non- discrimination, equal treatment, transparency, mutual recognition and proportionality; principles that shall apply to all the Authority's Procurements.

Electronic Tendering

- CPR 4.31 All procurement with a value of £30,000 or above (including requests for quotations and invitations to tender) must be conducted by issuing all procurement documentation via the Authority's approved electronic procurement system. It is the responsibility of the Senior Officer to ensure that their staff comply with this.

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- CPR 4.32 Where Rule CPR 2.31 applies, all quotes and tender submissions from bidding organisations, including all supporting documentation, must be received via the Authority's approved electronic procurement system.
- CPR 4.33 In exceptional circumstances, and only with the prior agreement of the Senior Officer of the service area requiring the procurement and the Procurement Manager, hard copy quotations or tenders may be accepted. In this event the procedures detailed in Rule 4.18 must be followed.

CPR5. Contract Award and Management

Awarding Contracts and Letters of Intent

CPR 5.1 A decision to award a Contract may only be made by;

- i. Where a proposed contract is in line with the conditions of the "Approval to Proceed" a Senior Officer may approve contract awards up to £100,000
- ii. Where a proposed contract is in line with the conditions of the "Approval to Proceed" a member of the Service Leadership Board or Statutory Officer may approve contract awards up to £500,000
- iii. Where a proposed contract is in line with the conditions of the "Approval to Proceed" any two members of the Service Leadership Board or Statutory Officers may approve contract awards over £500,000
- iv. The CFO may approve Utilities contracts above £500,000 subject to a report being submitted to the next meeting of the PRC.

CPR 5.2 Prior to entering into a contract, the appropriate Officer shall comply with any requirements imposed by Law as to:-

- i. The giving of notice to contractors of a decision to award the contract; and
- ii. The elapsing of any period before the contract is entered into.

CPR 5.3 For all Procurements valued at £100,000 and above, the decision to award a Contract shall be made using the Evaluation Report (completed by PST).

CPR 5.4 The Senior Officer must ensure working with the Finance Department prior to seeking such a decision, that sufficient funds are in place to meet all contract payments and if any funding is being obtained from third parties that any conditions attaching to such funding have been complied with.

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- CPR 5.5 A Contract shall only be awarded using the pre-determined tender evaluation criteria and weightings.
- CPR 5.6 A letter of intent is not an appropriate substitute for a formal contract but in exceptional circumstances can be issued as an interim measure until a formal contract has been signed (otherwise a contract with terms that have not been appropriately negotiated can arise by default). Letters of intent shall only be used with the prior agreement of, and in a form approved by, the Monitoring Officer.
- CPR 5.7 Save for exceptional circumstances, no Contractor should be asked to provide any Services, supply any Goods or carry out any Works (including preliminary Works) until the Contract is concluded or the Services, Goods or Works concerned are covered by a letter of intent. Should the Senior Officer for the service area concerned make any decision to the contrary, such decision shall contain a full risk assessment, with the benefit of legal advice from the Monitoring Officer, as to the possible implications to the Authority of the Contractor being allowed to start before the contract terms and conditions have been finalised or a letter of intent issued.
- CPR 5.8 Tenders suitable for acceptance under Contracts Procedure Rules may (subject to compliance with paragraph below) be accepted and acted upon by the appropriate Officer, provided that;
- i. The tender represents the most economically advantageous offer received by the Authority assessed in accordance with these CPRs.
 - ii. The proposed expenditure can be contained within the approved estimates of the Authority or the proposed expenditure is otherwise permitted under Financial Regulations.
 - iii. All consents and approvals for the execution of the relevant project required from third parties have been obtained.
 - iv. All grants, loans, financial contributions and other funding mechanisms required for the relevant project are in place or are otherwise secured.

Notification of Results, De-briefing and Standstill Period

- CPR 5.9 Where the Public Contracts Regulations do not apply, the Senior Officer shall ensure that within 10 days of the date on which the Authority receives a request from any supplier who was unsuccessful (at either the selection or tender stage) they inform that supplier of the reasons for being unsuccessful and, if the supplier was unsuccessful at the tender stage the responsible



officer shall also inform it of the characteristics and relative advantages of the successful tender as well as the name of the bidder awarded the contract.

- CPR 5.10 Where the Public Contract Regulations apply, Service areas must comply with the requirements of the Regulations (including as to standstill, debrief, contract award notices), and the advice of Procurement and Supplies must be obtained and followed.
- CPR 5.11 If any additional information is to be disclosed to tenderers, this must be agreed in advance with the Procurement Manager, taking into account the requirements of any legislation relating to the disclosure of information.
- CPR 5.12 If the award of a contract is subject to the Public Contracts Regulations, there must be a standstill period between communicating the award decision to all tenders and entering the contract. This standstill period shall be 10 calendar days if sent electronically or 15 days for notices sent by other methods. Where the last day of the standstill period is not a working day, it shall be extended to midnight at the end of the

Placing of Orders/Completion of Contracts and retention of contract documentation

- CPR 5.13 Frameworks Orders placed under Framework Agreements must be placed using the order form prescribed in the Framework Agreement and on the terms and conditions set out in the Framework Agreement, in addition orders should be placed using the electronic Purchase to Pay system (P2P) unless the Procurement Manager otherwise agrees.
- CPR 5.14 For all other contracts, orders should be placed using the electronic Purchase to Pay system (P2P) unless the Procurement Manager otherwise agrees. The P2P system, generates purchase orders outputs in either electronic or paper form, which incorporate by reference the Authority's standard terms and conditions of contract.
- CPR 5.15 For Contracts with a value of £30,000 but below £100,000 the Senior Officer may be expected to agree to the provider's standard terms and conditions (such as for a software licence). In these circumstances, the Purchasing Manager can exercise discretion and enter such contracts, after seeking advice, if required from the Monitoring Officer.
- CPR 5.16 For Contracts with a value of £100,000 and above the Senior Officer must take the advice of the Monitoring Office on the form of contract to be used, though wherever appropriate industry standard forms will be used.

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CPR 5.17 It is essential that the Goods, Services or Works are procured on the Authority's standard terms and conditions or standard industry ones such as NEC and not those submitted by the Contractor unless approved by the Monitoring Officer.

CPR 5.18 Contract documents, along with all associated related documents, must be retained for a minimum of six years from the contract end date and, if the contract is concluded under seal, for a period of twelve years from the contract end date. Where the contract was funded, or partly funded, through some form of external grant then further grant specific conditions, as regard to retention of documents may apply and must be adhered to.

CPR 5.19 As a minimum contracts must set out;

- i. the work, materials, services or supplies to be carried out or provided and standards required (a Service Level Agreement may be advisable to define minimum standards of service/performance);
- ii. the total value of the contract, confirming the annual contract value and the associated payment timings (or, as appropriate, the sums to be received) with a statement of discounts, or other deductions, and where not known, the basis upon which the final contract sum is to be calculated;
- iii. the time or times within which the contract is to be performed; and
- iv. the commencement and termination dates of the contract.

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Execution (completion/signing/sealing) of contracts including leases

Contract value	Contract using Avon's Standards Terms & Conditions, NEC or JCT	Contract from an approved Framework using standard framework Terms & Conditions	Contract with non-standard Terms and Conditions	Authorised Signatory
Up to £1,000,000	Yes	No	No	Director
Up to £1,000,000	No	Yes	No	Director
Up to £1,000,000	No	No	Yes	Monitoring Officer
Over £1,000,000	Yes	No	No	Monitoring Officer
Over £1,000,000	No	Yes	No	Monitoring Officer
Over £1,000,000	No	No	Yes	Monitoring Officer

CPR 5.20 Only Contracts which are legally required to be sealed, or Contracts of such significance the Monitoring Officer wishes them to be sealed, will have the Authority's seal affixed.

CPR 5.21 The Authority's seal may only be affixed to a contract in the presence of the Monitoring Officer or their nominated officers.

CPR 5.22 All contracts will be stored with Procurement and Supplies Team

Contract Management

CPR 5.23 Once the Contract has been awarded, the Senior Officer (of the service area concerned) must identify and nominate an individual (referred to as the 'Contract Manager'), who will manage the day-to-day aspects of the Contract for its term (See CPR 5.42 re Contract End).

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- CPR 5.24 The day-to-day management of the Contract shall be undertaken by the Contract Manager and shall include monitoring and reporting (including making use of the Authority's reporting tools) in respect of:-
- i. performance
 - ii. compliance with specification and contract terms
 - iii. cost
 - iv. any Value for Money/Best Value requirements
 - v. user satisfaction
 - vi. risk management
 - vii. delivery of agreed Social Value, Sustainability, Responsible Procurement Benefits
- CPR 5.25 For all contracts, it is the responsibility of the Contract Manager to raise any incidents of poor performance immediately with the Contractor and seek rectification. In instances of particularly poor performance, or persistent poor
- CPR 5.26 performance, the Contract Manager should consider the appropriate course of action to take under the contract, taking advice from the Monitoring Officer as appropriate.

Contract Variations and Extensions

- CPR 5.27 Depending upon the nature of the variation proposed, the terms of the contract concerned and scope of the original procurement exercise undertaken, contract variations have the potential to amount to a new contract, and thus can constitute a single tender award without advertisement.
- CPR 5.28 In all cases of contract variation, careful consideration must be made of the impact of the increased value of the contract on the procurement threshold levels, particularly whether the increase in value will move a contract from below PCR Threshold to above PCR Threshold.
- CPR 5.29 The advice of the Procurement Manager and if necessary the Monitoring Officer should be obtained, if there is any uncertainty as to whether a variation is permissible.
- CPR 5.30 Contract and framework agreements may be varied without a new procurement procedure where:
- i. the variations have been provided for in the initial procurement documents in clear, precise and unequivocal terms (i.e. the contract conditions provide for; extension of the contract term, price variation, fluctuation clauses or options, additional works, goods and services and these do not alter the



overall nature of the contract.

- ii. additional goods, services or works which were not included in the original quotation or tender have become necessary, where a change of contractor (a) cannot be made for economic or technical reasons and (b) where it would cause significant inconvenience or substantial duplication of costs, provided that any increase in the price does not exceed 50% of the value of the original contract (advice of the Procurement Manager must be sought before placing reliance on this rule);
- iii. the circumstances causing the need for variation were unforeseen, the variation does not alter the overall nature of the contract and provided that any increase in the price does not exceed 50 % of the value of the original contract value (advice of the Procurement Manager must be sought before placing reliance on this rule);
- iv. there is a change in contractor that was provided for in the quotation or tender, or as a result of a merger, acquisition, insolvency or similar of the original contractor, which contractor fulfils the original criteria for qualitative selection, provided this does not lead to other substantial variations or is aimed at circumventing the Regulations; or
- v. subject to the above provisions, the variations are not substantial within the meaning of the Regulations.

CPR 5.31 A variation shall be deemed substantial if one or more of the following conditions are met:

- i. the cost of the variation would exceed 10% of the original contract value for services and supply contracts and 15% of the initial contract value for works;
- ii. it makes the contract or framework materially different in character from the one originally let.
- iii. the variation introduces new conditions which, had they been part of the initial procurement, may have allowed for; the admission of other candidates than those initially accepted; the acceptance of a tender other than that originally accepted; and/or attracted additional participants in the procurement procedure;
- iv. it materially changes the economic balance in favour of the contractor, in a manner which was not provided for in the original contract;
- v. It extends the scope of the contract or framework considerably;

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- vi. the revised total contract value requires a different level of authorisation, or different form of procurement than that used for the original contract award.

CPR 5.32 A decision to extend the contract period (term) may only be made before the original expiry date, where it is in accordance with the terms and conditions of the original Contract and contemplated by the original procurement exercise.

Variations

CPR 5.33 In the circumstances detailed in CPR 5.32 above (permitted variations) the decision to authorise or not a proposed contract variation shall be made, as appropriate, by the Fire Authority or the officers listed below, provided that the variation cost can be met within budget and complies with all legal requirements. Decisions to authorise variations shall be recorded in writing by the Senior Officer and above, and as appropriate, a Fire Authority report. All variations shall be entered on the Contracts Register, and an amendment made to the original Purchase Order.

Budget Manager/Senior Officer	Variation (or aggregate value of all variations made to the Contract) of up to £10,000, if budget is available or 10% of the contract price (whichever is deemed lower)
Service Leadership Board decision	Variation (or aggregate value of all variations made to the Contract) up to £499,999
PRC decision	Variation (or aggregate value of all variations made to the Contract) £500,000 and above

CPR 5.34 For variations approved, the Senior Officer shall monitor at least monthly the overall level of variations approved to gain assurance that they are correct and appropriate.

CPR 5.35 As soon as it becomes known or apparent (whichever is the earlier) to the Contract Manager, that the total cost of a contract, including variations, will or is likely to exceed the contract sum by more than 10%, the Head of Finance must be informed for financial monitoring purposes. The Head of Finance may inform the Senior Officer and/ or the Contract Manager of any further financial requirements to be complied with. In such circumstances, a report must be prepared, which must address the reasons for increased cost, an analysis of options considered to reduce cost to budget and the funding options



considered to meet any budget shortfall, together with an indication of

CPR 5.36 Any variation to the original Contract must be in the best interests of the Authority and of continued delivery of services.

Assignments and Novations

CPR 5.37 Any proposals to assign or novate a contract must be referred to the Procurement and Supplies Team who can seek advice from the Monitoring Officer at the earliest possible instance.

Termination of Contract

CPR 5.38 For any Contract exceeding £30,000 in value early termination shall be approved by the appropriate Senior Officer, who should first consider the financial impact of termination e.g. by early termination charges/penalties; the Senior Officer should seek the advice of the Monitoring Officer and Procurement Manager as necessary. Contracts of a lesser value may be terminated early (prior to the expiry date) by agreement with the Contractor or in accordance with the termination provisions set out in the Contract. Legal advice should be sought as appropriate. The Senior Officer must inform the Procurement Manager when any Contract is terminated and the reasons for the same.

CPR 5.39 For any Contract exceeding £100,000 in value, early termination shall be approved by the Monitoring Officer and/or Procurement Manager.

Payments on Account and contract payments

CPR 5.40 Payments on account should only be made upon certification by the person designated under the Contract for that purpose ('the appropriate person'). The appropriate person will keep detailed records of any such payment, which shall be open to inspection by the Corporate Services Director.

CPR 5.41 The Senior Officer of the relevant service area shall make arrangements to retain adequate details relating to all contract payments made to allow for a proper audit of all such payments. All payments made must comply with the process as set out in Financial Regulations.



Contract end

CPR 5.42 For contracts with a duration of more than 12 months, then at an appropriate point but generally at least six months prior to the end of the contract term, the Contract Manager should review the Contractor's performance and consider what, if any, replacement arrangements are required.

CPR 5.43 Some contracts may require active steps to be taken to end the contract (e.g. serving of notices) and or steps to be taken to decommission the contract arrangements. The Senior Officer of the service area concerned is responsible for ensuring that where appropriate, matters are diarised and appropriate steps taken to bring contracts to an end and sufficient time allowed to put in place any replacement arrangements that may be required.

Disposals

CPR 5.44 Contracts, which involve the receipt of income by the Authority or the disposal of an asset or an undertaking by the Authority, may require competitive tender. The reason for this, is because they amount to a "concession", or confer a competitive advantage on the contractor as against its competitors, or the Authority needs to be able to demonstrate that it has received an appropriate market value. Therefore, all references to competitive tenders and quotations within these CPRs shall apply (with such changes as are appropriate) equally to circumstances where the contract involves the receipt of income by the Authority or the disposal of any asset or undertaking by the Authority, as they do to purchases to be made by the Authority, unless specifically stated otherwise.

Exemptions to the Rules

CPR 5.45 These Rules do not apply to:-

- i. the acquisition or disposal of land contracts of employment which make an individual a direct employee of the Authority;
- ii. Grants. Grants are not regulated by public procurement law, as they are not public contracts. Grants are, however, regulated by the rules on state aid and by general public law controls relating to fiduciary duty and proper spending of public money. As appropriate, legal and financial advice should be obtained from the relevant officers;
- iii. individual orders placed under a Framework Agreement or a contract which provide for orders to be placed against an agreed schedule of rates, or under a measured term contract, provided that such contracts or Framework Agreements have been let by the Authority in accordance with these Rules. The Procurement Manager must be consulted before any



- such order is placed;
- iv. Instructions and briefs to Counsel issued by or on behalf of the Chief Fire Officer in conjunction with the Monitoring Officer. The CFO will make arrangements to ensure that appropriate record is kept of all such instructions or briefs together with a record of Counsel's fee; or
 - v. Goods, Services and Works procured by another public body on behalf of, or for the joint benefit of the Authority and other parties, and provided that, in such case, the other public body's procurement / contract rules, UK procurement law requirements, and the fundamental principles of the EC Treaty have been complied with. Such contracts are known as collaborative procurement arrangements. For example, those that may be awarded via the Crown Commercial Services. The advice of the Procurement Manager must be sought before placing reliance on any such arrangement.

CPR 5.46 When placing reliance on the exemptions stated above the Officer should ensure that the best possible value for money is obtained for the Authority.

Exceptions - Single or reduced number of tenders

CPR 5.47 In exceptional circumstances and subject to the following requirements the rules set out in sections CPR 4.1 to 4.11 shall not apply and reduced number of tenders or a single tender may be invited. This provision (Exceptions) does not apply to procurements above the PCR Thresholds, in which case compliance with the provisions of the Regulations is mandatory

- i. Before proceeding to let any contract the service area must set out the reasons why a single or reduced number of tenders is proposed, why the proposed way forward (reduced number of tenders or single tender) represents value for money and is in the Authority's best interest. The Procurement Manager will issue guidance on potential scenarios where a reduced number of tenders or a single tender may be permissible ('exceptions'), see Appendix 2.
- ii. Before proceeding with a reduced number of tenders or a single tender, the consent of the Procurement Manager must be obtained. The Procurement Manager reserves the right not to sign and approve any request for a single or reduced number of tenderers, which in their reasonable opinion do not warrant approval, in which case the proposed procurement should not proceed. It must be appreciated that the Procurement Manager cannot authorise any exceptions, (and service areas should not proceed with any proposed procurement) that would be in breach of the requirements of the



Regulations or any other legal requirement. The Procurement Manager will set out his/her justification for not approving requests which case the procurement will not have approval to proceed.

CPR 5.48 The Procurement Manager will maintain a register listing all decisions made pursuant to rule 5.49 (referred to as the 'Exceptions Register').

CPR 5.49 The following situation should not arise and provision is inserted purely for completeness. If the Procurement Manager is presented with any proposals that are in breach of the Regulations or any legal requirements and following advice the relevant service area does not withdraw the proposal, then the matter shall be reported by the Procurement Manager to the Director with responsibility for the service area concerned, the Authority's Statutory Finance Officer and Monitoring Officer for consideration and determination as to the way forward (including the presentations of any reports required to Fire Authority and or SLB/SLT). Statutory Officers cannot authorise any proposed procurements which would be in breach of the requirements of the Regulations or any other legal requirements.

CPR6. Declaration of interest

CPR 6.1 No member, employee or agent of the Authority shall improperly use his or her position to obtain any personal or private benefit from any contract entered into by the Authority.

CPR 6.2 Members and employees of the Authority shall comply with the requirements of section 117 of the Local Government Act 1972 by giving disclosure to the Authority as soon as practicable of any interest in contracts.

CPR 6.3 Such interests must be declared to the Monitoring Officer for inclusion in the appropriate registers.

CPR7. Records

CPR 7.1 To ensure appropriate records are maintained the Authority's electronic procurement system must be used wherever practicable or specifically required by these Rules.

CPR 7.2 For all Procurements where the Authority's electronic procurement system is not used, service areas must keep appropriate records. As a minimum the records kept must detail:

- i. which parties were selected to tender;
- ii. copies of the tender responses

CONTRACT PROCEDURE RULES



- iii. to whom the Contract was awarded and the reasons for so doing (lowest price or offer which represents best value to the Authority), so that best value and the integrity of the process can be demonstrated;
- iv. the value of the contract;
- v. the start and expiry date of the contract;
- vi. details of whether the contract is a one-off or expected to be renewed.
- vii. a copy of all Terms and Conditions which apply to the contract

CPR 7.3 Procurement and Supplies Team (PST) shall maintain a Corporate Contract Register, which will record details of all contracts (above £5,000) awarded by the Authority. Service areas must provide PST with all required information to facilitate this. A summary of the Contract Register to include those with an approximate annual spend of £5,000 and over will be published on the Avon Fire & Rescue Service website in line with the Government's Transparency Code. This is to be republished annually or when significant updates occur.

CPR8. Compliance with these Rules

CPR 8.1 These Rules must be followed when dealing with any Authority Procurement except for those Procurements and other matters referred to in Rule 5.47.

CPR 8.2 Every Procurement undertaken by the Authority or any other party on its behalf must comply with:

- i. all UK law that governs and or relates to the procurement of goods, services and works and the letting of concession contracts and to the extent of any conflict between these CPR and any such legal requirements then the provisions of such legal requirements shall prevail;
- ii. the Authority's Constitution as a whole, and
- iii. the Authority's strategic objectives and policies including its Procurement Strategy, and
- iv. must meet the other objectives and requirements listed in clause 1.4 of these rules.

CPR 8.3 The Procurement Manager may from time to time issue procurement guidance, following consultation with the Statutory Finance Officer and Monitoring Officer. Senior Officers in each service area must ensure that employees in their service area are aware of such



- CPR 8.4 Any procurement carried out on behalf of the Authority may only be undertaken by Officers with the appropriate delegated authority to carry out such tasks and who have the necessary capability and capacity to undertake the particular procurement. Any failure by Officers to comply with any of the provisions of these CPR or associated guidance adopted by the Authority may result in disciplinary action.



Appendix 1: Procurement Procedures

Means the procurement procedure to be followed in the Procurement.

Where the Authority carries out a procurement, which is fully regulated by the Public Contracts Regulations 2015 (SI 2015/102) (PCR 2015) then the Authority must use one of the following procurement procedures:

- a. The open procedure.
- b. The restricted procedure.

The advice of the Monitoring Officer and the Procurement Manager (or their nominated officers) must be sought prior to commencing the following procurement procedures:

- c. The competitive dialogue procedure.
- d. The competitive procedure with negotiation.
- e. An innovation partnership.
- f. The negotiated procedure.

Key features

The open procedure.

The open procedure is the fastest and simplest route to award a contract but it allows no opportunity for negotiation. The UK Government regards the open procedure as the 'default' procedure for government procurement. The process where all providers interested in the contract and who have responded to an advertisement may submit tenders.

The restricted procedure.

The restricted procedure is most useful where there are potentially a very large number of bidders in the market (this will be confirmed through market engagement) or there is otherwise a genuine need to pre-qualify suppliers. It is a two-stage process where only those providers who have been invited may submit tenders. The selection and shortlisting are usually carried out based on a Selection Questionnaire (SQ).

The advice of the Monitoring Officer and the Procurement Manager (or their nominated officers) must be sought prior to commencing the following procurement procedures:



The competitive dialogue procedure

The procurement procedure whereby a contracting authority enters into a dialogue with bidders about its requirements before inviting them to submit a final tender. It is used in complex projects where the Authority cannot adequately specify its requirements.

The competitive procedure with negotiation

This procedure has been described as a hybrid procedure because, as with the restricted procedure, it allows the contracting authority to award a contract on the basis of an initial tender. However, like the competitive dialogue procedure, it also enables the tenders are submitted and evaluated and the contract is awarded. Unlike for the competitive dialogue procedure, the PCR 2015 does not provide for any clarification or negotiation of the final tenders or the winning tender

An innovation partnership

This procedure enables the Authority to develop innovative products, works or services where no suitable solution exists in the market (sharing the risk with suppliers) and then to purchase the resulting products, services etc.

In return for sharing the risk in the development phase the Authority might want to share in the profits from wider sale of the products, services etc. that are developed (licensing). The procurement procedure for an innovation partnership is a version of the competitive procedure with negotiation.

The negotiated procedure

Whereby the Authority negotiates the terms of the Contract with one or more third parties selected by it. There are a number of conditions that have to be meet in order to use this procedure that are listed in detail in the PCR.



Appendix 2 – Exception Guidance

- a. The works, goods or services are so urgently required, for reasons brought about by events unforeseeable by and not attributable to the Authority, that it would be against the Authority's interests to incur the delay of placing advertisements or inviting tenders or quotations, or
- b. The works, goods or services required are of such a special nature that no advantage would accrue by inviting competitive tenders; or
- c. There is no effective competition for the work, goods or services required by reason of the fixing of prices or charges under statutory authority or because of patent restrictions; or
- d. For arbitration or conciliation services; or
- e. There are other special circumstances which justify an exception to the normal procedure.

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4	48	Policy and Resources Committee Terms of Reference	<p>PRC4 To oversee the development of the Authority's strategic Policy Framework, including but not limited to:</p>	<p>PRC4 To oversee the development of the Authority's strategic Policy Framework, including documents such as those specified below:</p>
	48		<p>PRC4b) All public consultations</p>	<p>PRC4b) All public consultations on aspects of the Authority's strategic Policy Framework.</p>
	48		<p>PRC5 To nominate member representatives to attend conferences on behalf of the Authority</p>	<p>New: PRC4h) The Environment Strategy PRC4i) The Information and Communications Technology (ICT) Strategy</p> <p>PRC5 To oversee decisions on member representation at conferences on behalf of the Authority</p>
	49		<p>PRC6 To determine and oversee the development of priority programmes such as those set out below, and to determine future priority programmes as and when required.</p>	<p>PRC6 To determine and oversee the development of priority programmes such as those specified below, and to determine future priority programmes as and when required.</p>

4	49		<p>PRC9 (now PRC10) To determine matters relating to pay and remuneration where required by collective agreements or legislation.</p>	<p>New PRC9: To discharge the Authority's responsibilities as Scheme Manager and Scheme Employer for the relevant Firefighters' and Local Government pension schemes.</p> <p>Previous paragraphs PRC9-PRC13, re-numbered to PRC10-PRC14.</p> <p>PRC10 To determine matters relating to pay and remuneration where required by collective agreements reached by national negotiating bodies or legislation.</p>
5	53	Audit Governance and Oversight Committee Terms of Reference	<p>AGOC 13 To approve the Statement of Accounts</p>	<p>AGOC13 To approve the Statement of Accounts and associated documentation in line with CIPFA Guidance, including the Annual Governance Statement (AGS). The AGS to be signed by the Chair of AGOC, and countersigned by the Chief Fire Officer, and Fire Authority Chair in consultation with the Statutory Finance Officer.</p>

8	75	Contract Procedure Rules	CPR 3.2 Approval to Proceed table: £100,000 to £249,999 Director £250,000 to £499,999 Service Leadership Team	CPR 3.2 Approval to Proceed table: £100,000 to £249,999 Service Leadership Team £250,000 to £499,999 Director
	91		CPR5.1i Where a proposed contract is in line with the conditions of the 'Approval to Proceed' a Senior Officer may approve contract awards up to £30,000	CPR5.1i Where a proposed contract is in line with the conditions of the 'Approval to Proceed' a Senior Officer may approve contract awards up to £100,000