

# **CAMBRIDGESHIRE ACRE**

## **POLICY ON CHOOSING CONSULTANTS, CONTRACTORS AND SUPPLIERS**

### **1. Introduction**

1.1. If Cambridgeshire ACRE cannot complete any aspect of its work using the skills and expertise of staff within its own organisation or the support that is available from partners, then it may be appropriate to use the services of a consultant, contractor or supplier.

### **2. Policy**

2.1. Where a funded project requires consultancy support, services or supplies, we will follow the requirements around procurement specified by the project's funder.

2.2. Cambridgeshire ACRE's own policy on contracting with consultants, contractors and suppliers is as follows:

2.2.1. For contracts under £10,000 in value, we will make a direct award to the consultant, contractor or supplier who in our opinion offers best value for money. However, in certain circumstances deemed appropriated by the Chief Executive, we may tender all contracts, even those below £10,000 in value.

2.2.2. For contracts between £10,000 and £50,000 in value, we will seek three quotations (the detail of how we will do this is outlined below).

2.2.3. For contracts over £50,000 in value, we will go out to full tender. We do not anticipate awarding any contracts over £50,000 in value.

2.3. The following principles will be followed when choosing consultants, contractors and suppliers where the proposed contract value is between £10,000 and £50,000.

### **3. Finding and choosing the right consultant, contractor or supplier**

3.1. We will openly invite proposals/quotations through our own website, through partner websites and other local channels, press or procurement sites depending on the contract. This will allow us to demonstrate that we have acted fairly and ensure we get the best value for money.

3.2. We will set out specific selection criteria to help us make our decision or we may invite proposals from specific consultants. If necessary, we will also shortlist the proposals and interview consultants.

3.3. We will gain at least three quotes for the piece of work wherever possible. We will work on the principle that the cheapest quote may not necessarily provide the best quality of work and the costs of our preferred consultant may be negotiable. In addition to cost effectiveness, we will expect the consultant to demonstrate that they understand the brief, possess the skills we require and can deliver the end product within a realistic timescale.

3.4. We will always check references for the preferred consultant, contractor or supplier, including an example of similar work they have carried out. Questions we will ask include:

3.4.1. Did they honour the terms of the contract?

3.4.2. Did they deliver on time and within budget?

3.4.3. Was the end product useful?

3.4.4. Was there a good relationship between the consultant, contractor or supplier and the client?

#### **4. Developing an Invitation to Tender**

4.1. Where a full tender is required or deemed appropriate, we have developed a pro forma template for issuing Invitations to Tender.

4.2. When an Invitation to Tender is to be issued as part of a funded project, we will seek to involve the project steering group or delivery partnership in the development of the brief.

4.3. Steering Group / Partnership members who are involved in the development of the tender brief cannot bid for the work themselves, as they might be deemed to have an unfair advantage.

4.4. If a Steering Group / Partnership meeting sets an agenda item to discuss a potential tender and a Steering Group / Partnership member thinks his/her organisation might wish tender for the contract, they should withdraw from discussions at the start of the process. If they take part in those discussions, then when the tender is issued, they will be barred from bidding.

#### **5. Agreeing a Written Contract**

5.1. Once a final decision is made on who will complete the work, we will agree a written contract before the work starts. The contract will clearly state who is responsible for what and reduce the risk of any surprises.

5.2. The contract will include:

5.2.1. Names and responsibilities of the client and consultant/contractor/supplier

5.2.2. Fees and other payment schedules

5.2.3. Other costs (including out of pocket expenses)

5.2.4. Insurances

5.2.5. Deadlines

5.2.6. Details of what the consultant/contractor/supplier is expected to deliver

5.2.7.Ownership of what is produced

5.2.8.Details of who should receive the consultant's/contractor's/supplier's report or other material

5.2.9.Confidentiality agreement

5.2.10. If it is acceptable for the consultant/contractor/supplier to subcontract.

## **6. Managing consultants, contractors and suppliers**

6.1. We will keep in regular contact with the consultant, contractor or supplier throughout the time they are working on our behalf to keep abreast of progress with delivery and to ensure that they are sticking to the agreed programme.

6.2. If the end product is a written report, we will ask for a draft report so we can ensure it is being written in a way that is appropriate to the needs of the project or programme.

6.3. If, for any reason, we were unhappy with the work once completed, we would address this with the consultant, contractor or supplier as soon as possible. If the matter could not be resolved, we could take legal action if we felt the agreed contract had not been fulfilled.

*Version in use: Approved by the Board on 23-Jan-2019*