

# CONTRACT PROCEDURE RULES - WAIVER

Reference No: e.g. CPR/20/04/002

## Box 1

**DIRECTORATE:** Corporate Resources      **DATE:** 16/03/2020

**Contact Name:** Jill Parker

**Tel. No.:**

**Contract Title:** Programme Management for the One Council Programme

**Supplier Name:** DKC Associates

**Waiver Start Date > End Date:** 01/04/2020 > 31/12/2020

**Value of the Waiver Period (exc. VAT):** XXXXXXXXXX

## Box 2

### CATEGORY OF THE WAIVER

1. Sole Provider / Niche Market

☐

2. Emergency situation

☐

3. Safe Exit from a contract

☐

4. Forms part of a strategic plan / review

☒

*(Insert a brief summary of why the CPR waiver is being applied for, relating it to the 'Category Reason' chosen)*

## Box 3

### REASON FOR THE WAIVER *(Relate this to Box 2)*

DKC Associates were awarded the contract for the Programme Management for the One Council Programme in June 2019 for a 12 month period through a competitive process as they proved to be the most economically advantageous tender.

This programme of works needs to continue until the end of December 2020 due to the broader inclusion of the wider 'Cleaner, Greener' priority programme of transformational change that requires this additional programme capacity to drive operational improvement in key environmental services. This broader inclusion is to commence earlier than the end date of the current contract from 1 April 2020 with a revised daily rate negotiated to cover the additional workload and responsibility.

To deliver the additional six months of the programme it is imperative that we keep the current provider to avoid unnecessary delays, loss of business knowledge, continuity and significant progress and to ensure the most value for money on the project. To retender the works for 6 months would not be feasible as the Council would lose the benefits that continuity would allow for.

**Box 4****ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

- 1) To not continue the programme and lose the benefits
- 2) To re-tender the 6 months extension, this would not be value for money and the loss of the benefits of retaining the existing provider would be lost.

The following implications should be completed by officers from the relevant departments. Officers should generally be given a minimum of 5 working days to provide necessary implications.

**Box 5****PROCUREMENT IMPLICATIONS:**

Under Contract Procedure Rules (item 10.7 Waivers to contract procedure), the Monitoring Officer may approve waivers that demonstrate that value for money has been obtained and there are clear benefits or advantages to the Council. Which in this case is the Council's need to continue the service and not lose the benefits already achieved through the loss of business knowledge, continuity and significant progress already made.

This award is below the EU procurement threshold for services. The decision to award this extension can be proven value for money as DKC Associates won the original tender by an evaluation score margin of XXXX% above the second placed tenderer.

The requesting officer has been advised to check IR35 regulations do not have an impact on the further extension of this agreement.

Based on the content of this report the Strategic Procurement Team supports the decision to extend this service based on the recommendations set out in Box 9 of this CPR Waiver Report.

<b>Supported by Strategic Procurement</b>	<b>Yes</b>	X	<b>No</b>	
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**Name:** Glyn Sparrow **Signature:** \_\_\_\_\_ **By Email** \_\_\_\_\_ **Date:** 27/04/2020

**Signature of Assistant Director (or representative)**

**Box 6****LEGAL IMPLICATIONS:**

Section 1 of the Localism Act 2011 provides the Council with a general power of competence, allowing the Council to do anything that individuals generally may do. Section 111 of the Local Government Act 1972 gives the Council the power to purchase goods and services.

The new arrangement will be recorded in writing and accordingly, new milestone for the consultant to achieve; the increase number of working days provided and the increased daily rate will be recorded in the document.

Assurances have been sought that the Government Off Payroll (IR 35) rules have been complied with fully as prescribed by law and applied to the new situation, the contract proposed to be entered into between the Council and DKC Associates Limited, and having regard to the way the contract/consultancy is to be performed.

The increase in the number of working days for the consultant and the increased daily rate must be recorded in the new arrangement.

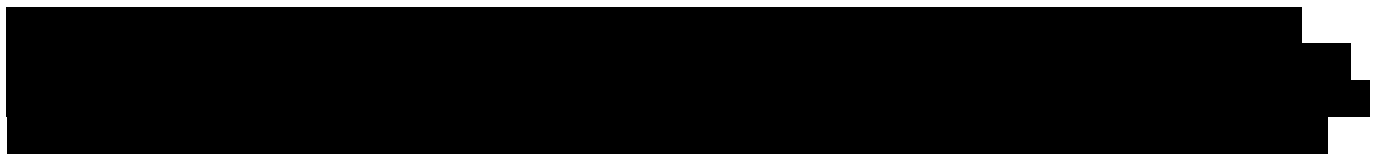
<b>Supported by Legal Services</b>	<b>Yes</b>	x	<b>No</b>	
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**Name:** \_\_Nichola Varty\_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_14<sup>th</sup> April 2020\_\_\_\_\_

**Signature of Assistant Director (or representative)**

**Box 7**

**FINANCIAL IMPLICATIONS**



**Name:** Amanda Gosney **Date:** 5<sup>th</sup> May 2020

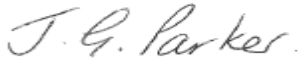
**Signature of Assistant Director (or representative)**

**Box 8**

**RISK IMPLICATIONS: (To be completed by the report author)**

No additional risks other than already contained within this waiver.

**Box 9**



**Signed:**

**Date:** 02/4/20

**Print Name:** \_Jill Parker

**Designation:** Assistant Director of HR and Communications

*(Requesting Officer)*

**Signed:** \_\_\_\_\_

**Date:** 02/4/20

**Print Name:** Debbie Hogg

**Designation:** Director of Corporate Resources

*(Approval of the budget expenditure (Head of Service / Assistant Director / Director)*



**Signed:** \_\_\_\_\_

**Date:** \_\_28/05/20\_\_

**Monitoring Officer** *(delete as appropriate)*

**Conditions of the Waiver:** *(please detail any conditions linked to this waiver e.g. a procurement of the good/services or works by a set date, the SPT officer will monitor)*

The following conditions should be completed as part of the agreement and duration of this waiver.

- This service cannot be extended for any further periods without undertaking a competitive process.
- The report author should agree a new payment schedule and milestones with the contractor for the extension period, these must be included in the contract variation documentation.
- Contract variation to be drafted and agreed with legal.