



Dorset Waste Partnership Joint Committee

Date of Meeting	11 March 2015
Officer	Monitoring Officer of the Host Authority, Dorset County Council
Subject of Report	Waste Partnership - Monitoring Officer Issues
Executive Summary	<p>This report relates to a statutory report to be issued by the County Council's Monitoring Officer under Section 5A of the Local Government and Housing Act 1989 with respect to the unlawfulness of contract arrangements made by the Dorset Waste Partnership (DWP) for vehicle hire and consultancy. It also relates to insurance issues through a failure to notify the Motor Insurers Information Centre about the insurance arrangements for a number of DWP hired vehicles.</p> <p>Another report on the agenda for the DWP Joint Committee meeting on 11 March 2015 addresses the outcomes of reviews commissioned to examine different aspects of the performance of the DWP and the overspend in 2014/15.</p> <p>The matters to be addressed in a Monitoring Officer report to the County Council's Cabinet are set out in this paper so that the Joint Committee are aware of the full range of issues that now need to be addressed in relation to the performance and actions of the DWP. This report does not address questions of culpability for the unlawful arrangements but it does identify some suggested next steps and areas for further investigation.</p>

<p>Impact Assessment:</p>	<p>Equalities Impact Assessment:</p> <p>There has been no equalities impact undertaken to support this report as it does not contain a new strategy/policy or function.</p> <hr/> <p>Use of Evidence:</p> <p>This report is based upon legal requirements and arises from the need for the Monitoring Officer to report in circumstances where he becomes aware of any contravention by the Council of any enactment or rule of law.</p> <hr/> <p>Budget:</p> <p>The report addresses a failure to comply with legal requirements for contracts to be exposed to competition. These requirements are designed to ensure not only that there is transparency in buying decisions and a free market in goods and services but also to ensure that local authorities obtain value for money in their procurement activity. It also addresses the legal requirements relating to compulsory vehicle insurance for which non-compliance could result in the imposition of fines.</p> <hr/> <p>Risk Assessment:</p> <p>Having considered the risks associated with these matters using the County Council's approved risk management methodology, the level of risk has been identified as: Current Risk: HIGH Residual Risk: MEDIUM</p> <p>The separate report on this agenda dealing with the reviews of the performance of DWP identify the current level of risk to the Partner Councils as high. This is due to an amber/red warning within the Local Partnerships report and the indication that there are ongoing financial control and budget issues within the DWP. The review report also identifies a high reputational risk to the Partner Councils resulting from the financial position for 14/15 and 15/16.</p> <p>The Monitoring Officer issues serve to reinforce the assessment of risk identified in the review report. Not only are there financial control and budget issues within DWP but it is also now apparent that there has been:</p> <ul style="list-style-type: none"> • Serious non-compliance by DWP with both the County Council's own contract procedure rules and the external legal requirements on all public bodies. • Failure by DWP to procure hire vehicles via the County Council's purchasing hub, resulting in the County Council being unable to notify the national Motor Insurers
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	<p>Information Centre about the insurance arrangements for some vehicles. This failure to notify is a criminal offence. This is an offence committed by the County Council and not by any individual member of staff.</p>
	<p>Other Implications:</p> <p>None</p>
Recommendation	<p>Joint Committee are invited to comment on the content of this report.</p>
Reason for Recommendation	<p>So that the Joint Committee's observations may form part of a further report by the Monitoring Officer to the executive of the host authority and in order to identify what further steps the Joint Committee wish to be taken.</p>
Appendices	<p>Appendix 1 – Vehicle hire process chart. Appendix 2 - Screen shot – Dorset County Council Staffnet procurement front page Appendix 3 – Screen shot – Dorset County Council Staffnet contract procedure rules page Appendix 4 – Extract from Dorset County Council contract procedure rules – 1 September 2013 Appendix 5 Not for publication – exempt information under paragraphs 3 & 5 of schedule 12A Local Government Act 1972 – Dorset Waste Partnership and the Public Contracts Regulations – opinion of legal counsel (this document is confidential and for members of the Joint Committee only).</p>
Background Papers	<p>Dorset Waste Partnership Inter-Authority Agreement</p>
Report Originator and Contact	<p>Name: Jonathan Mair, Monitoring Officer Tel: 01305 224181 Email: j.e.mair@dorsetcc.gov.uk</p>

1. Role of the Monitoring Officer

1.1. The Local Government and Housing Act 1989 requires that every principal local authority, irrespective of the range of services that it delivers to the public, must designate three statutory officers:

- A Head of Paid Service
- A Monitoring Officer
- A Chief Finance Officer

In order to ensure proper separation of responsibilities neither the Head of Paid Service nor the Chief Finance Officer may be the Monitoring Officer.

- 1.2. Section 5A of the 1989 Act requires that if at any time it appears to the Monitoring Officer (of an authority operating executive arrangements) that any proposal, decision or omission by or on behalf of the authority's executive constitutes, has given rise to or is likely to or would give rise to a contravention of any enactment or rule of law then the Monitoring Officer must prepare a report to the executive with respect to that proposal, decision or omission. Section 5A imposes a legal requirement on the Monitoring Officer to intervene and issue a report and this is a personal obligation placed upon the Monitoring Officer.
- 1.3. It is then the duty of the executive (Cabinet) to consider the report at a meeting held not more than 21 days after copies of the report are first sent to members of the executive. The implementation of a proposal or decision to which a Monitoring Officer's report relates shall be suspended in consequence of the report until the end of the first business day after the day on which consideration of that report is concluded. The executive must then prepare its own report specifying what action the executive has taken and proposes to take and the reasons for that action and a copy of the report must be sent to each member of the Council.
- 1.4. The need for a Monitoring Officer to issue a report arises only infrequently. This is therefore a serious and significant matter, all the more so because of the scale of the contracts unlawfully awarded and the links to ongoing financial control and budgetary issues within the DWP. The need to issue such a report in respect to the functions of a partnership hosted by one authority on behalf of others has not arisen before now in Dorset and I have had to consider with counsel and other monitoring officers whether a report should be issued to the Joint Committee or the County Council's Cabinet (as the executive of the host authority).
- 1.5. In the confidential opinion included for councillors as appendix 4 legal counsel has reviewed the DWP inter-authority agreement and has referred to clause 24 which sets out the obligations of the host authority. In particular sub clause 24.2.7 requires the host authority to

"arrange for the legal adviser to promptly and diligently perform the role of legal adviser in relation to the Joint Committee and to notify the Monitoring Officers of the other partner authorities should it appear to him at any time that any proposal.....may give rise to a contravention of any enactment or rule of law...."
- 1.6. As the DWP is not a legal entity in its own right but is hosted by the County Council the advice of counsel is that the Joint Committee does not have its own Monitoring Officer and does not formally receive the report of the Monitoring Officer. Instead it is my obligation to report formally to the County Council's Cabinet and to notify the Monitoring Officers of each partner council, as required by the inter-authority agreement. It would though be somewhat artificial for the Joint Committee to receive only the outcomes of the reviews into the performance of DWP and the overspend when the officers are aware of related issues concerning the unlawful award of vehicle hire business and one instance of unlawful agency spend. For this reason I am drawing to the attention of the Joint Committee and inviting the Joint Committee to comment upon matters that will be included in a formal monitoring officer report to Dorset County Council's Cabinet.
- 1.7. The Monitoring Officer is required to consult with the Head of Paid Service and with the Chief Finance Officer. This report and the formal section 5A Monitoring Officer report to the County Council's Cabinet have been prepared after consultation with both the Chief Executive (as Head of Paid Service) and the Chief Finance Officer.

2. Unlawful Arrangements in Summary

- 2.1. Members will be aware from another item on this agenda that the South West Audit Partnership (SWAP) have carried out first stage audit work to investigate how the DWP went from an operating model of purchasing vehicles to leasing them instead. The SWAP report concludes by identifying serious weaknesses in the financial management processes operating at DWP and a lack of controls in place around hiring vehicles.
- 2.2. What has emerged and has been drawn to my attention more recently is that vehicle hire business has been awarded to two contractors without any compliant tendering process.
- 2.3. One company has been awarded business with an aggregated value of some £765,000 and the other has been awarded business with an aggregated value of some £808,000.
- 2.4. For the first company it seems that no tendering process was followed at all. For the second company DWP colleagues sought to use a legally compliant framework contract established by the Eastern Shires Purchasing Organisation (ESPO) but they went about this in a way that resulted in an unlawful direct award without there having been any competition.
- 2.5. In addition to the unlawful direct award of vehicle hire business it has also emerged that the way in which one specific contract for consultancy services was awarded also amounted to an unlawful direct award. For the purposes of procurement law the contract should have been treated as one of uncertain duration and its value (for the purpose of deciding whether there should have been a legally compliant tendering process) should have been calculated on the basis of a four year contract. The value of the contract was some £90,000 per annum and so at the outset it had an assumed value of £360,000. In fact over the three year life of the contract some £270,000 was spent, still significantly in excess of the threshold triggering the need for a legally compliant competition or the use of a legally compliant framework.
- 2.6. Most recently it has emerged that upwards of 28 hire vehicles have been operated without notification of insurance details to the Motor Insurers Information Centre. The County Council self insures its vehicle fleet up to a certain level beyond which it has in place a block policy. This means that there is always insurance in place for all vehicles in the fleet, the composition of which may vary from day to day. However, in addition to the need to insure there is also a legal requirement on insurers (for these purposes this includes the County Council) to maintain records of the vehicles they insure and to supply this information to the Motor Insurers Information Centre for inclusion in its national database. Failure to notify is a criminal offence.
- 2.7. When the DWP wished to hire a vehicle it should have completed a requisition form by e-mail to the purchasing hub and at the same time notified the insurance team the registration number of the vehicle being hired. The purchasing hub would then have raised the necessary purchase order, added the vehicle to the plant sheet and completed a goods receipt on a monthly basis (until notified by DWP that the vehicle was to be off-hired). The process that should have been followed is illustrated in the process chart at appendix 1 to this report. Instead, some vehicles were hired directly by DWP without reference to the purchasing hub. Not only did this mean that vehicles were not visible in the finance system but also that the insurance team were unaware. This resulted in the failure to notify the Motor Insurers Information Centre.

3. Legal Contracting Requirements

- 3.1. The screen shot at appendix 2 to this report explains to staff how working in the public sector means that the Council is publicly accountable for how it commits funds. Dorset County Council currently spends about a third of its total annual budget on bought in goods, services and works. Effective procurement is crucial to the Council's ongoing commitment to the principle of securing best value when spending public money.
- 3.2. All local authorities are bound by national and European legal requirements relating to procurement and in addition all principal local authorities must have their own contract procedure rules. As the County Council is the host authority for DWP and any contracts are entered into in the name of the County Council its procedure rules must be followed. The screen shot at appendix 3 explains the importance of following contract procedure rules and the requirement on staff to ensure that they have fully understood them prior to beginning any procurement or contracting activity. Staffnet includes links to contract procedure rules (appendix 4 to the report) and explanatory guidance. The extract at appendix 4 is the introduction to contract procedure rules and should leave staff in no doubt that:
- The rules are mandatory.
 - They apply to all staff.
 - The aim of the rules is to assist staff in achieving good and lawful procurement.
 - They provide a basis for fair competition by providing transparent and auditable procedures to protect the Council's reputation from any imputation of dishonesty or corruption.
 - A failure to follow the rules may be treated as misconduct or gross misconduct and give rise to disciplinary action.
- 3.3. In addition to the Council's own requirements there are also externally imposed national and European procurement requirements. These are contained in the Public Contracts Regulations and in the EU Public Procurement Directives.
- 3.4. The Public Contract Regulations have recently changed but at the relevant time any contract for the supply of goods or services with a total value of more than £172,514 was required to have been advertised in the official journal of the European Union. The Council's own internal thresholds for requiring different levels of competition before contracts are awarded may be waived where the circumstances justify this. However, the externally imposed legal requirements in the Regulations and the European Directives are absolute requirements from which the Council cannot exempt itself.
- 3.5. The combined effect of contract procedure rules and the legal requirements is that prior to beginning a procurement the lead member of staff must:
- Ensure that they understand the rules and the law and if necessary have taken advice.
 - Consider the options available for service delivery.
 - Identify the size, scope, term and specification of the goods, services or works required.
 - Check whether the Council already has an available contract in place or whether there is an appropriate framework to which the Council has access.
 - Check that there is appropriate permission to procure and that sufficient budgetary provision has been formally approved.
 - If the size, scope, term and specification means that the anticipated value of the contract exceeds the legal threshold then either an existing contract or framework must be used or a legally compliant procurement must be carried out.

4. The reason for issuing a Monitoring Officer report

- 4.1. Members will be aware from another item on this agenda of the scale of spending on vehicle hire in excess of the available budget and of the conclusion reached by the South West Audit Partnership that there were serious weaknesses in the financial management processes operating at DWP and a lack of controls in place around hiring vehicles. What is now apparent is that this lack of control extended so far as the direct award of vehicle hire business to suppliers in breach of both contract procedure rules and legal requirements. As summarised in paragraphs 2.3 and 2.4 above vehicle hire business with an aggregated value in excess of £1.5million has been awarded to two companies without either a compliant tendering process having been followed or a valid award through an available framework. These matters are summarised in the confidential legal advice contained in appendix 5 to this report.
- 4.2. In the case of the second supplier the award was made to a company from whom local authorities are able to hire vehicles through a framework established by ESPO. Suppliers listed in the ESPO vehicle hire framework have already competed through a compliant tendering process to join the framework and so local authorities are able to call off supplies and services from the framework at predetermined (competitive) prices. However, the supplier in question was only named in the framework for a very limited range of specialist vehicles. DWP awarded refuse vehicle hire business to this supplier when this supplier was not part of the framework and had no framework prices for the vehicles supplied. This has resulted in unlawful direct awards with an aggregated value of some £808,000.
- 4.3. If DWP had followed the checklist approach in contract procedure rules by scoping the value of the vehicle hire business to be awarded to the various suppliers then it should have been apparent both that there were budgetary issues and that these were high value awards significantly in excess of the threshold at which European compliant tendering process was necessary. Counsel has described the legal requirement not simply in terms of something that is necessary in order to demonstrate best value but also an independent legal obligation created to protect competition in the internal market and the freedom of goods, services, workers and capital within the European Union. A violation of the public contracts regulations is therefore an unlawful act even if it is later shown that it has not harmed in any way the best value performance of the Council.
- 4.4. The need for a Monitoring Officer report was triggered in the first place by the issues relating to the unlawful direct award of vehicle hire business. Having been made aware of these additional matters I am also required to report on the direct award of the consultancy contract and the insurance issues. The latter is particularly significant because the failure to notify could give rise to a prosecution.

5. Consultation in the preparation of this report

- 5.1. In preparing this report I have, as already indicated, consulted with the County Council's Chief Executive (as Head of Paid Service) and with the Chief Financial Officer. In addition I invited the Director of the Waste Partnership to comment on the main issues, though a draft of this report was not available for him to see at that time and the consultancy and insurance issues had not then emerged.
- 5.2. The following are summary extracts from the observations made to me by the Director of the Waste Partnership. I must emphasise to members that the Director's observations are critical of some colleagues in other parts of the County Council and these criticisms have not been tested. The Director's observations are as follows:-

- DWP through its officers have felt that they have followed procurement procedures in relation to both the purchase and hire of vehicles. Staff are familiar with procurement and there is a high level of expertise within the Partnership.
 - Staff utilise the support services provided by DCC to assist in vehicle purchases and these have been carried out within compliant contractual arrangements.
 - DWP has been working in a dynamic and high pressure environment since its inception. The focus has been upon delivering a service so that in some cases staff may not have followed processes and procedures to the letter as a result of pressure of work.
 - Additional vehicles were needed from November 2013 for Purbeck because there were no vehicles transferring from SITA when they relinquished their contract.
 - In order to undertake a trial and not commit the organisation to the purchase of vehicles that might not be suitable it became necessary to source a hire fleet to deliver the service. DWP staff consulted Dorset Procurement and their understanding was that use of a compliant contractor was preferred but the use of other suppliers was not to be completely avoided.
 - Several vehicles were not available from compliant suppliers and so it was necessary to source vehicles from alternative suppliers against a background of delivering the service. If DWP managers had realised at that stage that this was unacceptable then they would have alerted the Management Board and the Joint Committee. Certain vehicles were unavailable other than through a non compliant supplier and these vehicles were critical to the operation.
 - Purchase of vehicles rather than hire would have delayed the operation by approximately 30 weeks, delaying tranches four and five at a time when there was pressure to roll out the service within a tight timescale.
 - Due to the heavy focus on operational activity DWP missed a continuing build up of cost against a non compliant contractor.
 - Issues were compounded by the unreliability of some vehicles from a compliant supplier.
 - As soon as DWP were advised of non compliance urgent steps have been taken to rectify this.
 - DWP do not believe there to have been a negative financial impact by operating a non compliant contract.
 - In hindsight the Director accepts that there may have been a contravention of procurement law and that this could be damaging to the County Council and DWP's reputation.
 - DWP managers feel that a higher level of support by support services may have prevented the contravention and they are frustrated by the time it has taken for this to come to light. When DWP is focused on delivering the service the Director feels that the support services should have "watched our backs" and provided clear and unambiguous advice in a timely manner appropriate to the services rapid pace.
- 5.3. As part of further investigative work the observations made by the Director do need to be tested. In particular, given the observation by the Director that DWP managers have a high level of expertise in procurement it is important to understand:
- What consultation DWP undertook with the procurement team and the context.
 - What analysis was carried out by DWP of the options for service delivery.
 - What work was carried out by DWP to plan for and identify the numbers, lengths of hire and specifications of vehicles to be hired.
 - What efforts were made to hire vehicles from compliant suppliers.

- Why so much vehicle hire business was placed unlawfully with the two suppliers (as opposed to only that business for which there was no alternative source of supply whatsoever).
 - What checks were made to establish that there was permission to procure and sufficient budget provision.
 - How DWP missed such a significant continuing build up of spend against the non compliant suppliers.
- 5.4 There has been a limited opportunity for the Head of Dorset Procurement to comment on these matters. She has made the broad point that this is not about a lack of support from the procurement team. Instead DWP colleagues have not shown themselves willing to engage with the procurement team. The Head of Procurement has also questioned the lack of a vehicle and operating strategy for DWP, despite requests from her team. She believes that a vehicle and operating strategy would have enabled DWP to identify and communicate their vehicle procurement requirements to the procurement team and that the absence of a strategy has contributed to the long running reliance upon short-term vehicle hire. In addition, the Head of Procurement has expressed concern about a failure by DWP to follow certain basic organisational requirements like placing vehicle orders via the purchasing hub.

6. Next Steps

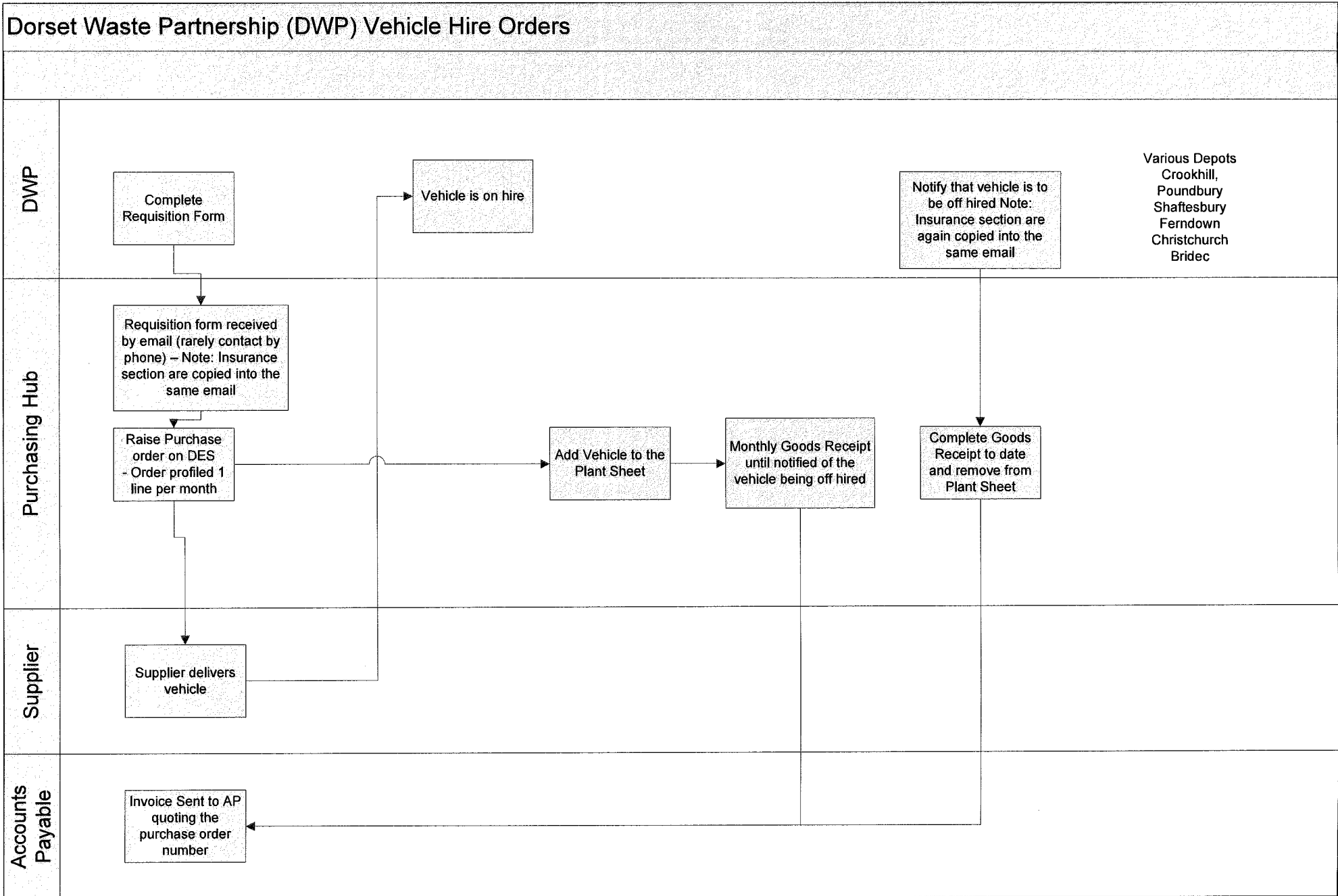
- 6.1. It is apparent that there has been a significant breach of both contract procedure rules and legal requirements in relation to vehicle hire business with a very high value. Notwithstanding the Director's observations there have been unlawful direct awards and there are ongoing unlawful contract arrangements in place which must be brought to an end.
- 6.2. The principle of proportionality means that the courts would be most unlikely to require the immediate cessation of unlawful arrangements in a way which would prevent services from being delivered to the public. Nevertheless urgent steps do need to be taken to replace the unlawful arrangements with ones that are legally compliant and this must be done at the earliest opportunity. Dorset Procurement are working with DWP managers to ensure that this happens. I have been informed that by the end of May 2015 the County Council will be in a fully compliant position.
- 6.3. As commented in paragraph 5.3 it is important that as part of further investigative work the observations made by the Director on the issues identified in this report are tested.
- 6.4. It is also important that as part of next steps it is made clear to DWP that legally it is part of the County Council as host authority and must operate within the host authority's governance arrangements, in particular as to compliance with contract procedure rules, use of the purchasing hub and notification of hire vehicle details to the insurance team. These are not onerous requirements that are peculiar to the County Council. Any one of the partners acting as host authority would have its own necessary systems and arrangements in place. Using the hub does not delay procurement.
- 6.5. Legal counsel has made the point that the obligation to comply with the Public Contract Regulations is an independent legal obligation not directly connected to securing best value. Nevertheless I am concerned that the direct award of vehicle hire business to two suppliers without any competition opens up the real possibility that DWP and hence council tax payers will not have obtained the best prices available. Even if the prices obtained are comparable to those available from a compliant

supplier there is also a reasonable concern that better prices would have been available if there had been a tendering process for longer term vehicle hire, as opposed to the series of individual short term hires that took place. The question of alternative contract arrangements to secure best value should be the subject of detailed investigation and of course links to the requirements in contract procedure rules to identify the size, scope, term and specification of the services required from the outset.

- 6.6. It is important that the issues in relation to a consultancy contract and vehicle insurance which have emerged more recently are fully addressed. The consultancy contract has been brought to an end. Steps have already been taken to notify the Motor Insurers Information Centre about all vehicles currently on hire and insured by the County Council. However, this position is only secure and reliable to the extent that the DWP places orders for vehicles via the purchasing hub. If orders are placed with suppliers directly from DWP depots then the system will break down again and so it must be an organisational requirement that vehicle hire orders are placed through the hub.
- 6.7. I intend reporting to the County Council's Cabinet on 18 March. In order to help inform that report the Joint Committee are invited to comment on the issues identified in this paper and the related item addressing the outcomes of reviews commissioned to examine the performance of the DWP and the overspend in 2014/15.

Jonathan Mair
Head of Legal and Democratic Services and
Monitoring Officer

March 2015.



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Procurement

Manages the effective procurement of bought-in goods, services and works and other future requirements.

Working in the public sector means that Dorset County Council is publicly accountable for how it commits funds. Dorset County Council currently spends about a third of its total annual budget on bought-in goods, services and works. The effective procurement of these and other future requirements is crucial to the council's on-going commitment to the principles of best value. Procurement services establish and maintain arrangements to ensure that, as far as possible, these principles are followed.

Successful procurement is not simply the lowest initial price but whole life considerations.

Whole life costs allow factors such as:

- Social factors such as environmental sustainability and carbon management, benefits to local people, equality and diversity, ethical sourcing.

All Dorset County Council staff are bound to comply with contract procedure rules which set out the standards and frameworks within which contracts may be entered into by, or on behalf of, Dorset County Council. These rules form part of Dorset County Council's

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Contract Procedure Rules (CPR)

Contract Procedure Rules are the Council's rules for buying, renting and leasing of goods, services and works.

These Rules apply to all Officers of the Council. They are part of the Council's Constitution and therefore Officers have a duty to ensure they have fully understood them prior to commencing any procurement or contracting activity.



The development of Dorset Procurement and the adoption of category management as well as the recent introduction of e-procurement across the council are other reasons for the most recent revision of the rules. In addition, they reassure local people that the council is efficient, transparent and accountable when considering procurement and contract opportunities.

It is important, therefore, that all staff are familiar and compliant with the CPRs at all times.

The table below provides guidance on the procedure that should be followed dependant upon the value of the contract. The contract value should be calculated for the entire life of the contract. Please contact Dorset Procurement for guidance.

Downloads
Contract Procedure Rules 2013 [170kb]
CPR Glossary 2013 [98kb]
A guide for directorates on procurement procedures - contracts valued below £100K [276kb]
Guidance for engaging Consultancy Services [84kb]
Proclass CPV mapping codes spreadsheet [103kb]

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Dorset County Council



Contract Procedure Rules

1st September 2013

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1. Introduction

- 1.1. These Contract Procedure Rules are the Council's rules for buying, renting and leasing of goods, services and works for the Council. They do not apply to internal service provisions.
- 1.2. These Rules are mandatory and shall govern and regulate Council procurement and contract award procedures. Officers must also refer to the Dorset Procurement Guidance for more detailed procedures.
- 1.3. These Rules apply to all Officers of the Council or any companies or organisations within the Council's control. They are part of the Council's Constitution and therefore Officers have a duty to ensure they have fully understood them prior to commencing any procurement or contracting activity.
- 1.4. Officers must also ensure that any persons and or organisations acting on behalf of the Council fully comply with these Rules.
- 1.5. The aim of these Rules is to assist Officers in achieving good and lawful procurement and to ensure that the Council obtains value for money and fulfils its duty of best value in all its procurement activity. It must be remembered also that procurement is a means to an end and must be driven by outcomes that we are trying to achieve for service users and council tax payers.
- 1.6. They also provide a basis for fair competition by providing transparent and auditable procedures to protect the Council's reputation from any imputation of dishonesty or corruption.
- 1.7. Before embarking on any procurement activity it is the Officer's ultimate responsibility to seek appropriate support and guidance from Dorset Procurement.
- 1.8. The clear expectation is therefore of compliance with these Rules and in any cases of doubt advice must be sought. Failing to follow these Rules or to take advice may be dealt with as a breach of the officer code of conduct and because of the potentially serious impacts there may be instances where this will be treated as misconduct or gross misconduct by the Officer and/or Chief Officer concerned and give rise to action under the County Council's disciplinary policy and procedure.

2. Basic Principles

- 2.1. All procurement activity and contract and supplier management must:
 - realise Value For Money for public money spent;
 - be consistent with the highest standards of integrity;
 - ensure fairness and transparency in awarding public contracts;
 - comply with all legal requirements including the law of England, these Rules and Guidance, the Council's Financial Regulations, the EU Treaty and any relevant EU Directives;
 - ensure that Non-Commercial Considerations do not influence any contracting decision; and,
 - support the Council's corporate and departmental aims and policies.

3. Officer Responsibilities

- 3.1. The Officer is responsible for the procurement and must:
 - 3.1.1. comply with these Rules and any public procurement legislation (English and EU);
 - 3.1.2. ensure that any Agents, Consultants and contractual partners, conducting procurement activities on their behalf also comply;
 - 3.1.3. take account of all necessary legal, financial, procurement and any technical advice;
 - 3.1.4. have regard to Guidance provided by the Dorset Procurement;
 - 3.1.5. keep the records required by Rule 35 of these Rules;
 - 3.1.6. ensure security and confidentiality of documentation supplied at all stages of the procurement activity, including Tender Evaluation Reports, working papers and minutes of meetings. The Officer must ensure that he or she records in writing all minutes of meetings and decisions/actions taken.

- 3.2. Prior to commencing a procurement the Officer must
 - 3.2.1. consider options for delivery of the required goods, services or works and the Guidance;
 - 3.2.2. identify the size, scope, term and specification of the goods, services or works required
 - 3.2.3. check whether:
 - 3.2.3.1. the Council already has an available and appropriate contract in place in the Corporate Contracts Register, or:
 - 3.2.3.2. an appropriate national, regional or other collaborative contract is available for use;
 - 3.2.3.3. there is appropriate Council authority (permission) to procure and sufficient budgetary provision has been formally approved for the anticipated Contract expenditure;
 - 3.2.3.4. any employee, either of the Council or of a service provider, may be affected by any transfer arrangement, then any Transfer of Undertaking (Protection of Employment) ("TUPE") issues and costs are considered and legal and HR advice from within the Council is obtained prior to proceeding with the procurement exercise.

4. Chief Officer Responsibilities

- 4.1. Chief Officers must comply with these Rules and must ensure that their Officers comply with these Rules.

- 4.2. The Chief Officer must keep a written record of all approved exemption requests for his/her department. This record must be produced when required by the Monitoring Officer or audit.

- 4.3. Chief Officers must arrange the safekeeping of original tender documents, Exemptions and Contracts on Council premises as in accordance with the Council's retention policy and ensure all Contract details are provided to Dorset Procurement for record in the Corporate Contracts Register.