

CUMBRIA COUNTY COUNCIL: Application of Socio, Economic & Environmental Requirement Statement into

Corporate Procurement has undertaken the following national desktop research in an attempt to compile a list of clauses. A WORD OF CAUTION: They are not exhaustive and are not applicable in every situation. Obviously, some tenders lend themselves better than others to the application of some of these clauses, however, they must –In order to maximise the use of these requirements and statements, it would be sensible to discuss your approach with Corporate Procurement and also Legal Services in terms of ensuring you have not overplayed

CONTEXT:

The Public Services (Social Value Act) 2012:

For the first time, all public bodies in England and Wales are required to consider how the services they commission and procure might improve the economic, social and environmental well-being of the area. It is Under Section 1(3) of the Act, there is a duty to consider (therefore, the Council must be able to demonstrate that such consideration has been given). Furthermore, under Section 3(2) of the Local

- **What do we mean by SOCIAL VALUE?**

'Social value' is a way of thinking about how scarce resources are allocated. It involves looking beyond the price of each individual contract and looking at what the collective benefit to a community is when a public

- **Why is it important?**

When times are tough economically, it is more important than ever that we get the most value from our public spending. Every local authority has a duty to improve the economic well-being of an area. -Purchasing services can help to do this. This is no longer just the role of the Council's economic development team. It is

- **What type of contracts does it apply to?**

It applies to ALL PUBLIC SERVICES CONTRACTS. -It doesn't apply to contracts with only an element of 'goods' c

- **Practical considerations:**

Ensure that social value, where applicable, is mentioned in every document and pervades the whole process e

- Pre procurement: initial options appraisal; Committee reports; PIN notice etc
- Procurement documents: PQQ; ITT; Conditions of Contract
- Evaluation criteria

The above Act has links to the **Localism Act 2011:**

In summary, this Act is about the 'Community right to challenge'. 'Challenge' the Council by expressing an interest in running a service. There is a requirement on the Council to consider any expression of interest by a "relevant body" and whether it would promote/improve the social, economic, environmental well-being

rary of potential example socio, economic and environmental requirement statements which, in part,

could be included in your various commissioning and procurement processes.

Example List of Social Requirement Statements used by other local authorities and organisations

Area of Service/Works/Goods	Context in which the statement was used	Council that used the clause	Example Statement	Outcome of implementing the statement	Which part of the Procurement could the statement be applied
Labour & Employment	Fife Council believes that it is important to support those who are unemployed and ultimately benefit from employment opportunities being created through regeneration schemes.	Fife Council	Tenderers are requested to provide details of what Social Benefits you could bring to this Contract within the "sustainability" method statement page of this Tender document.	Having evaluated the tenders the company awarded this windows contract, the Community/social benefits achieved from this contract were: <ul style="list-style-type: none"> 40 jobs anticipated as a result of awarding this Contract An Apprenticeship scheme Proposed classroom and training facility at Buko which will support the annual intake of 5 apprentices per year. Partnering opportunity for Building Services employees too. Programme of donations as a percentage of Contract profits to charities of Fife Council's choice An annual return to Fife Council in the form of either free window supplies or a financial recharge based on a profit sharing agreement both of which could be redirected into other areas Windows have award winning security standards helping to design out crime reducing workloads and costs on local law enforcement. 	Possibly good for under OJEU level contracts, slightly vague, you would need to identify the benefits you actually want to achieve from the contract
Labour & Employment	Training and Job Matching	Glasgow Housing Association Contract	In the spirit of partnership Glasgow Housing Association will seek to ensure that there is appropriate construction training and job-matching services available to contractors carrying out works on its behalf. However, this action does not comprise or imply any promise on the part of GHA or their agents to provide suitable services.		Specification
Labour & Employment	Labour Breakdown and Monitoring Example Breakdown of labour <ul style="list-style-type: none"> A - Estimated site works Value = £1m B - Labour content: Site works value 40% = £400,000 C - Average gross weekly earnings in construction as published by the office of National Statistics (£150) + employers on costs £100 D - Total Labour Requirement B divided by C = 1600 person weeks Example of setting targets E - New entrant trainee target: D x 10% = 160 PW F - Target recruitment target: D x 20% = 320 PW G - Unwaged work experience target: D x 3% = 48 PW 	Fife Council	The Contractor is required to complete weekly labour monitoring forms in a format to be provided by the Authority, and is responsible for obtaining accurate data from all sub-contractors on site for entry onto the forms. The weekly labour monitoring form must be completed and supplied to the Authority within 7 days of the end of the week to which it relates.		Specification
Labour & Employment	Sub Contracting Clause - A general requirement on contractors to give details of sub-contracting opportunities can be included in contracts to ensure that the Contract encourages a continued and varied supply chain. These clauses cannot, however, contain requirements to employ categories or target levels of sub-contractors based on locality or ethnicity of the owner/manager but can encourage agreeing to offer (but not fill) opportunities for sub-contracting roles in a local market which should assist in creating and maintaining sustainable communities. "Contractor" [details of contractor] and any sub-contractors and agents employed by the Contractor in the delivery of the Contract; "Sub-contractor Co-ordinator" the individual nominated by the Council to act as a point of co-ordination for the releasing of opportunities by the Contractor into the sub-contractor market whose role shall include the promotion of those sub-contractor opportunities within the local market of [insert details];	Firstadap.com	<p>1. The Contractor will nominate individuals to liaise with the Sub-contractor Co-ordinator and provide them with information on:</p> <p>1.1 the services and materials to be outsourced and likely quantities and timescales;</p> <p>1.2 any other information reasonably required by the Sub-contractor Co-ordinator.</p> <p>2. The Contractor will be required to provide the information on sub-contractor opportunities to the Sub-contractor Co-ordinator in good time. From this advance information, the Sub-contractor Co-ordinator will seek to promote to the Contractor those organisations which are suitable to provide the services and materials. The Contractor agrees to treat any organisations identified by the Sub-contractor Co-ordinator in a non-discriminatory and transparent manner alongside other possible providers.</p> <p>3. The Contractor will be required to provide information on the selection criteria used in making an appointment and feedback on a (monthly) basis the details of appointments made including the location of the business appointed. Where a local firm was not successful in obtaining a job or an order, information collated by the Contractor from its (monthly) feedback should identify, on an anonymous basis, weaknesses and trends for example skills gaps, unavailability of materials. This information will be fed back to local employment and business initiatives by the Sub-contractor Co-ordinator in order for patterns to be identified and suitable business support, skills and training courses to be identified.</p> <p>4. The Contractor is required to maintain and make available to the Council or their agent at any reasonable time a list of the main office location of each sub-contractor engaged in the provision of the Contract, in whatever capacity. This register is also to record information relating to the gender and ethnic origin of the owner/manager of the sub-contractor and whether the sub-contract is of more than [X] days duration.</p> <p>5. The register of sub-contractors or any personal record from which it is compiled must include a signed statement, in accordance with the provisions of the Data Protection Act 1998 from each relevant person, allowing the Contractor to provide information from the record to the Council or the Sub-contractor Co-ordinator for contract monitoring purposes only.</p>		Specification
Labour & Employment	A4.2 THE SOCIAL CARE PILOT The following text is an extract from a Council report setting up the pilot project:	Dundee Council	<p>4.6 Dundee City Council Social Work Department proposes that new contracts should incorporate community benefit requirements, but existing contract holders are encouraged to comply on a voluntary basis until contract renewal. The pilot will be managed via the Social Work Department Contracts Section, together with Service Development Managers. A selection of existing contracted providers will be involved in the pilot stage. In the event the pilot phase proves successful the principle of including Community Benefit clauses in all local Social Work Department/Dundee City Council contracts would be pursued.</p> <p>4.7 The pilot will commence on 1st September 2004 for one year. Outcomes will be evaluated and reported to the Social Work Committee by December 2005. Outcomes will determine the level of activity/expectation that should be included in any contractual clauses, post pilot. Attention will be paid to any financial disincentives, particularly in the area of employment of people with disabilities, experienced by social care providers involved in the pilot. Issues will be highlighted in the evaluation report and will inform recommendations.</p> <p>4.8 The pilot will engage with a selected range of providers in the city who deliver support and care to people with learning disabilities, in their own accommodation. The majority of individuals receive support over 24 hours. All providers are on the DCC SWD 100 Approved Provider List and are undergoing registration with the Care Commission as Housing Support providers/Support providers/Care at Home providers.</p> <p>4.9 The pilot will focus on two areas of Community Benefit:</p> <ul style="list-style-type: none"> The employment of people with disabilities, including those with learning disabilities; The provision of in-service training: establishing a minimum requirement for all providers. <p>4.10 Within the social care sector a key target group for anti-poverty action is people with disabilities, including those with learning disabilities. These citizens face particular disadvantage in achieving both the income and the self-esteem that comes from engagement in the labour market. These barriers mean that social investment in education and training is not leading to employment and improved quality of life. Recent Scottish Government publications: 'Same as You' and 'Working for a Change' highlight these issues for people with learning disabilities.</p> <p>4.11 To achieve these providers will be required to:</p> <ul style="list-style-type: none"> Advertise all vacancies in the local Job Centre Plus; Advertise all vacancies in the local Employment Disability Unit; Adopt the Dundee City Council guaranteed job interview scheme; Provide placements to students with disabilities undertaking training. 	<p>It is understood that all of the suppliers to the Council agreed to take part in the pilot on a voluntary basis. Three months later, monitoring of the programme produced the following information:</p> <ul style="list-style-type: none"> although five of the six participants had advertised for staff and some had notified the Job Centre of vacancies, none had notified the Employment Disability Unit as required; none of the providers had made contact with Dundee College or the Employment Disability Unit to offer work experience opportunities (as required); all providers had staff that were undertaking training, but several expressed scepticism that the target of one-third receiving training could be sustained either in terms of staff availability or cost. <p>The above suggests that the agreement to participate in the pilot was made by the providers without working through the implications and there does not appear to have been a sufficient commitment to the pilot to change the way that the providers operated. Comments from the providers indicated doubts in three areas.</p> <p>First, the potential of the Employment Disability Unit to provide people with suitable skills for the vacancies that are becoming available. This may be because the providers under-estimated the capacity of people available through the Unit. There was no evidence for this assumption. The pilot was switched from residential care to home care to test a new hypothesis: that people with disability will have more empathy with, and provide a better service to, others with a disability. 101 Providers of residential care services to the Council may have been better placed to deliver the requirements because they could offer a wider range of opportunities.</p> <p>Secondly, there was a view that the target of 33% of staff undertaking some form of training was excessive because it implied too many staff undertaking off-site training. This raises three questions:</p> <ul style="list-style-type: none"> what would be an acceptable target? what forms of training were considered within the wide specification? why were these problems not raised by the contractors when first consulted? <p>The Final issue was the cost of training. The view from existing providers was that they could not afford to pay for training at the rate required. If the requirement was included in the specification then the questions about cost would change. This would shift the focus to how far the Council is willing and able to pay for the training outcomes.</p>	Specification
Labour & Employment	Delivery Support & External Sources of Contracts	The Scottish Government	What delivery support and external resources will be available to the contractor and on what terms? How robust is this? Can it be assured over the duration of the contract? It is appropriate to suggest a local agency that is able to provide delivery support to whichever contractor is appointed. It is also appropriate to name sources of trainees. It should be remembered that the source of recruits should not be limited, as this would be contrary to EC principles of non-discrimination and equal treatment.		Specification/Terms and Conditions
Labour & Employment	A3.4 EXTRACT FROM INVERCLYDE TENDER DOCUMENTATION CBIP REQUIREMENTS FOR THE HOMEZONE ROBERT STREET CONTRACT Extracts from APPENDIX 1/25: Training and Recruitment Requirements	Inverclyde Council	<p>1. It is the intention of Inverclyde Council in accordance with its aims to combat social exclusion and deprivation within Inverclyde by promoting opportunities for vocational training, education and employment for long term unemployed. The Contractor must be able to demonstrate its intention to integrate trainees and long term unemployed persons into the labour market without distinction of sex, marital status, race, ethnic origin or political or religious beliefs. 2. Inverclyde Council also specifically wishes to encourage and intends to support the education and training of young people in order that they can be equipped to work successfully in the building and construction industries. The Contractor is therefore encouraged to recruit and train such young people. 3. It is the intention of Inverclyde Council that all vacancies on the site (including those of the Contractor and all sub-contractors) should be filled through a recruitment process that accords with best equal opportunities practices. 4. The Contractor is required to operate a site security system that records the following data for each person engaged on site in any capacity: <ul style="list-style-type: none"> The full post code of their home address (rather than a local accommodation address); Their gender; Their ethnic origin (using categories provided by the Employer or their Agent); If they are registered on a training programme; and Whether they were employed for over 25 weeks or engaged on a full time training programme (12 hours per week or more) immediately prior to engagement on site. A summary of this data must be provided to Inverclyde Council or their Agent, in the format they request, on a weekly basis, not more than one week after the completion of the recording period. The above information is required for Inverclyde Council as this project is subject to external audit by the third party European funding sources. This information is part of the basis for the grant funding of the project and requires to be addressed by Inverclyde Council and the successful Contractor. 5. The performance of the Contractor in relation to training and recruitment will be an item on the agenda of each Employer's site meeting. 6. The inclusion of employment and training requirements does not comprise or imply any promise on the part of the Employer or their agents to provide suitable labour/firms. Any action taken by the Employer to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply and should not be deemed to imply that the Employer or their agents consider the individual/firm/agency as suitable for engagement by the Contractor. Within this context the Employer will work with local agencies to help facilitate the achievement of the employment and training elements of this specification. 7. Tenderer's shall submit a Method statement or Service delivery plan with their tender showing how they will implement each of the above objectives, including management and monitoring arrangements. 8. The Contractor is required to provide a cost (after allowing for potential grant income from the CITB and other sources) for implementing service delivery plan or method statement relating to the Employers requirements on employment, training and equal opportunities, including a breakdown of the price between management/administration, training costs, and any wages subsidy element relating to the engagement of operatives who are not yet fully productive. The basis of calculation for each element must be provided. This figure will be used to calculate a provisional sum for training and employment to be included in the contract in series 100 of the Bill of Quantities.</p>		Specification/Terms and Conditions

Labour & Employment	Targeted recruitment (and on-site training) clauses for labour and suppliers of materials can be used in works and services contracts. It is difficult to include labour clauses in supply of goods contracts as labour is not directly related to the subject matter of the contract. These clauses cannot, however, contain requirements to employ categories or target levels of labour or suppliers based on home locality or ethnicity, so called "local labour clauses", but can encourage general training and worklessness reduction as well as always agreeing to offer (but not fill) vacancies and supplier roles in a local market. There may be grants available to help with this type of community benefit encouraging suppliers to target their recruitment to long-term unemployed and Councils should consider whether there are other methods of achieving this more cost effectively, it may be that giving the grants to the contractor is most cost effective though any such grant must be compatible with state aid requirements. Drafting "Contractor" [details of contractor] and any sub-contractors and agents employed by the Contractor in the delivery of the Contract; "Labour Co-ordinator" the individual nominated by the Council to act as a point of co-ordination for the releasing of opportunities by the Contractor into the labour and supplier market whose role shall include the promotion of those job and supplier opportunities within the local market of [insert details];	Firstadap.com	<p>1. In accordance with its commitment to reduce social exclusion, ensure the continued replenishment of the construction skills base and implement the Race Relations (Amendment) Act 2000, the Council requires the Contractor to support the provision of training and work experience for both school leavers and unemployed adults in order that they can be equipped to work successfully in the construction industry.</p> <p>2. The Contractor will nominate individuals to liaise with the Labour Co-ordinator and provide them with information on: 2.1 their recruitment and equal opportunity policies; 2.2 the number of people and their skill requirements to honour their respective contracts; 2.3 the services and materials to be outsourced; 2.4 any other information reasonably required by the Labour Co-ordinator.</p> <p>3. The Contractor will be required to provide the information on job vacancy and supplier opportunities to the Labour Co-ordinator in good time. From this advance information, the Labour Co-ordinator will seek to promote to the Contractor those people and suppliers who are suitable for the job opportunities and those businesses which are suitable to provide the services and materials. The Contractor agrees to treat any persons or businesses identified by the Labour Co-ordinator in a non-discriminatory and transparent manner alongside other possible providers.</p> <p>4. The Contractor will be required to provide information on the selection criteria used in making an appointment and feedback on a [monthly] basis the details of appointments made including the home location of the individual or business appointed. Where a local person or firm was not successful in obtaining a job or an order, information collated by the Contractor from its [monthly] feedback should identify, on an anonymous basis, weaknesses and trends for example skills gaps, unavailability of materials. This information will be fed back to local employment and business initiatives by the Labour Co-ordinator in order for patterns to be identified and suitable business support skills and training courses to be identified.</p> <p>5. The Contractor (and/or their subcontractors) must employ trainees during the Contract Period and provide:</p> <p>5.1 in aggregate across all trainees no less than [number] trainee-weeks of site experience (where a trainee-week includes a minimum of [28] hours of site work) and facilitate on-site recording of each trainees' work for NVQ accreditation. 5.2 where "trainee" means any person enrolled on an accredited training programme with a training provider approved to deliver the relevant vocational qualification.</p> <p>6. The Contractor is required to include a "training provisional sum" in each valid tender to cover the contribution to the wages, costs of the trainees and associated costs in supporting the training arrangements. [Note: Tender must include details of how that sum will be calculated.]</p> <p>7. Any invoices related to the payment of wages to trainees by the Contractor must be included in any invoice submitted by the Contractor and be accompanied by supporting payroll and training records as proof of spend.</p> <p>8. The Contractor is required to maintain and make available to the Council or their agent at any reasonable time a site register listing the name and home address of each person engaged on the site, in whatever capacity. This register is also to record information relating to the gender and ethnic origin of each person, and whether they are engaged on a training programme of more than 40 days duration.</p> <p>9. The site register or a personal record from which it is compiled must include a signed statement, in accordance with the provisions of the Data Protection Act 1998 from each person engaged at the site, allowing the Contractor to provide information from the record to the Council or the Labour Co-ordinator for contract monitoring purposes.</p> <p>Every vacancy on site, including those with subcontractors, is to be notified to agencies named by LCC at least 2 working days before being filled from other sources, and the selection process must demonstrate that candidates from the named agencies have an equal opportunity of being recruited. Monitoring information can be devised to check that the process is being followed (e.g. by comparing numbers of vacancies notified with the numbers of new starts on the site) and to identify the outcomes (i.e. number of people recruited from the named agencies). Poor outcomes could relate to a lack of commitment by the contractor, poor screening by the named agencies, or a lack of appropriate training for the target communities. In the above example the client specified a process that must be followed. In other cases it may be appropriate to ask the contractor to establish a process. The following clause was drafted for use by a Housing Association in Middlesbrough: The contractor must establish a procedure for recording and responding to incidents of discrimination and abuse on the basis of race, gender, ethnic origin, colour, religion, sexuality, marital status and disability. These approaches can also be used in seeking to provide opportunities for small businesses to act as subcontractors or suppliers to the main contractor. A simple approach to this is illustrated by this example from a Middlesbrough Housing Association: The contractor use reasonable endeavours to provide opportunities for social enterprises operating within the Middlesbrough area. Information on how to contact these enterprises can be obtained from An alternative approach, that requires the development of an acceptable process is provided by the following extract from the Leicester BSF Draft Protocol: Local Supply-chain Opportunities in relation to a minimum of 25% of expenditure by value, a process agreed with LCC will be implemented in order to identify and provide tender/pricing opportunities to additional suppliers18 that are SME's with a LE post-code.</p>	Specification/Terms and Conditions/ITT * This is mixed
Labour & Employment	Draft Protocol on Prosperity and Employability	Leicester City Council	<p>The contractor is required to</p> <p>..6.1 maintain a Site Security Record that includes the following data for each person engaged on site in any capacity:-</p> <p>6.1.1 the date they commenced on site;</p> <p>6.1.2 their home full post-code;</p> <p>6.1.3 their employer (or who they have been engaged by if self-employed);</p> <p>6.1.4 their trade/occupation;</p> <p>6.1.5 the date they finished working on site</p> <p>To comply with the Data Protection Act the Site Security Record must include a statement authorising the Contractor to disclose personal data from the Record to the Council or their Agent for the purposes of contract monitoring. This statement is to be signed by the person listed The Site Security Record must be available to the Council or their agent at any time.</p>	Specification/Terms and Conditions
Labour & Employment	Road Contract – Health & Safety	Stirling Council	<p>The contractor is required to</p> <p>..6.1 maintain a Site Security Record that includes the following data for each person engaged on site in any capacity:-</p> <p>6.1.1 the date they commenced on site;</p> <p>6.1.2 their home full post-code;</p> <p>6.1.3 their employer (or who they have been engaged by if self-employed);</p> <p>6.1.4 their trade/occupation;</p> <p>6.1.5 the date they finished working on site</p> <p>To comply with the Data Protection Act the Site Security Record must include a statement authorising the Contractor to disclose personal data from the Record to the Council or their Agent for the purposes of contract monitoring. This statement is to be signed by the person listed The Site Security Record must be available to the Council or their agent at any time.</p>	PQQ * Check wording with Procurement/Legal team
Labour & Employment	General	The Scottish Government	<p>5.6.1 The [Contractor/Developer] agrees to secure the creation of training opportunities in connection with the [Project] of a total of [number] training weeks in accordance with the [Service Delivery Plan/Method Statement for economic development activities].</p> <p>5.6.2 The [Contractor/Developer] agrees to secure the creation of at least [number] employment opportunities in connection with the [Project] which are aimed specifically at [detail target group, for example, people who have been unemployed for at least 6 months (including people who first take advantage of training opportunities created under Clause X.1)] and use all reasonable endeavours to fill those posts with such persons. 5.6.3 The [Authority] undertakes to assist the [Contractor/Developer] and their sub-contractors to provide training and employment opportunities by providing lists of agencies that can assist in the recruitment of suitable trainees/employees, and the identification of potential sub-contractors and suppliers. Any action taken by the Authority or their agents does not imply, and must not be deemed to imply any promise to provide suitable labour/ firms/agencies, and does not imply and must not be deemed to imply that any individuals/ firms/agency referred to the contractors or sub-contractors are suitable for engagement.</p> <p>5.6.3 The [Authority] undertakes to assist the [Contractor/ Developer] and their sub-contractors to provide training and employment opportunities by providing lists of agencies that can assist in the recruitment of suitable trainees/employees, and the identification of potential sub-contractors and suppliers. Any action taken by the Authority or their agents does not imply, and must not be deemed to imply any promise to provide suitable labour/ firms/agencies, and does not imply and must not be deemed to imply that any individuals/ firms/agency referred to the contractors or sub-contractors are suitable for engagement.</p> <p>5.6.4 The Contractor is required to complete weekly labour monitoring forms in a format to be provided by the Authority, and is responsible for obtaining accurate data from all sub-contractors on site for entry onto the forms. The weekly labour monitoring form must be completed and supplied to the Authority or their agent within 7 days of the end of the week to which it relates.</p> <p>5.6.5 To the extent it has not already done so the [Contractor/Developer] shall enter, and shall procure that its Sub-Contractors enter, into the [enter name] Construction Initiative's Employment Charter at the same time as entering into this Agreement.</p>	The monitoring and reporting requirements for a contract relates to the way the Community Benefits are measured. However, they may also relate to the context in which the initiative is being delivered and the monitoring requirements of external resource providers. This can lead to an excessively complex and onerous set of monitoring requirements being placed on the contractor and the contracting authority's team and would run counter to the principle of proportionality. Monitoring conditions should be supported by the costs and benefits they accrue. A second issue to consider is how the monitoring data can be verified, especially in the context of the Data Protection Act which may limit the 'personal information' that an employer can provide to a third party, such as the contracting authority.28 It is important to consider how outcomes will be monitored and how information will be used at the time when targets are set (see section 4.4.1). Monitoring and verification is an activity that has caused some problems for GHA. The problems have arisen in relation to: • the reporting needs of GHA – to demonstrate the benefits its activities were having on social exclusion; • the resources required to undertake adequate monitoring; • an expectation that Construction Glasgow would provide some elements of the monitoring and verification: this has not been fulfilled.29 The result has been a complex set of monitoring requirements in the contracts and gaps in the verification system. These problems have now been addressed. To handle the complex monitoring requirements GHA has invested in an electronic monitoring system with data being e-mailed to a monitoring officer and input into a bespoke data-base system that produces management reports on the overall performance and the performance of each contractor. This is producing robust output information. It is important that the contracting authority responds to the monitoring information or the lack of information. Contractors and suppliers will respond to the priority that the contracting authority gives to different elements of the contract. The result has been a complex set of monitoring requirements in the contracts and gaps in the verification system. These problems have now been addressed. To handle the complex monitoring requirements GHA has invested in an electronic monitoring system with data being e-mailed to a monitoring officer and input into a bespoke data-base system that produces management reports on the overall performance and the performance of each contractor. This is producing robust output information. It is important that the contracting authority responds to the monitoring information or the lack of information. Contractors and suppliers will respond to the priority that the contracting authority gives to different elements of the contract.
Labour & Employment	Employment	Fife Council	Provide details on how your organisation will secure employment opportunities for 4 unemployed people from 16+, 18-24 year old and 25+ groups and use all reasonable endeavours to recruit them from those individuals who access the training places. The contractor must provide details on how they will ensure that each individual has a high quality experience maximising their chances of gaining and sustaining a job.	ITT
Labour & Employment	Employment	Fife Council	Provide a statement demonstrating how your organisation will secure employment opportunities for 4 apprentices (joiners/plumbers/bricklayers etc) who are between 1&2 years part qualified tradesman. Details must include how The Contractor will use all reasonable endeavours to ensure the completion of that training so those individuals become fully qualified tradesman. The contractor will also demonstrate an understanding of the individual needs of the apprentices and provide details on how they will align and maximise training in line with the specification of requirements.	ITT
Labour & Employment	Voluntary Agreements	Fife Council	Fife Council undertakes to assist the Contractor and their sub-contractors to provide training and employment opportunities by providing lists of agencies that can assist in the recruitment of suitable trainees/employees, and the identification of potential sub-contractors and suppliers. Any action taken by the Authority or their agents does not imply, and must not be deemed to imply any promise to provide suitable labour/ firms/agencies, and does not imply and must not be deemed to imply that any individuals/ firms/agency referred to the contractors or sub-contractors are suitable for engagement.	ITT/Terms and Conditions * Note This is contractual obligation
Labour & Employment		London Borough of Islington	<p>Please detail how you propose to:</p> <p>1. Provide opportunities for employment, training and other measures through the construction phase of the IRB refurbishment.</p> <p>2. Engage with local businesses to encourage them to tender for the provision of goods and services during construction.</p> <p>3. Provide opportunities for employment, training and other measures through the construction phase of the IRB refurbishment.</p> <p>In preparing your response, it is expected that you will work with Islington Council and icam2 to develop your approach. The contacts are:.....London Borough of Islington</p>	ITT

Labour & Employment	Glasgow Housing Association Case Study	Glasgow Housing Association Contract	<p>Under this contract/ these contracts, the contractor/supplier will be required to support the awarding authority's economic and social regeneration objectives. Accordingly, contract performance conditions may relate in particular to social and environmental considerations."</p> <p>Tender Documents continued to highlight its social value requirements.</p> <p>Briefing contractors: A 'contractor's conference' was held where bidders heard about the employment and training requirements and had the opportunity to ask questions.</p> <p>The PQQ sought information on bidders; apprenticeship and training activity; recruitment and training of young people; adult returns and the unemployed; willingness to invest in training; the contract monitoring arrangements for training and the person responsible for training in the company. A scoring framework was used to assess responses to the PQQ questions. The training and employment questions carried 10% of the available score to ensure that only contractors with relevant experience were invited to tender.</p> <p>A Method Statement was required from bidders that detailed how they would ensure:</p> <ul style="list-style-type: none"> • Every vacancy notified to agencies named by GHA • 10% of person weeks delivered by new entrants engaged in a training programme • 5% of person weeks to be available for unwaged work experience placements • Monitoring and verification procedures • Provision of reports on performance against stated KPI's <p>Evaluation</p> <p>A scoring framework was developed and tested. The employment and training method statement section was allocated between 5% and 12.5% of the 'quality score', which equated to approximately 1.5% and 3% of the overall scoring framework. Both the PQQ training element and the Tender Method Statement were scored by members of GHA's Regeneration Team who had a good understanding of construction training and the needs of the target communities.</p> <p>Monitoring</p> <p>GHA have evolved their monitoring requirements over time to reflect concerns around the time it takes to collect the data, challenges around verifying the data, and ensuring that monitoring systems do not place too much of a burden on contractors.</p>	<p>What social value was delivered?</p> <p>GHA's social benefits project is seen as the most significant use of employment and training requirements in construction contracts in Britain (Scottish Government, 2008). Over its first 30 months GHA achieved:</p> <ul style="list-style-type: none"> • Over 12% of employees were new entrants • 10,399 person-weeks of apprentices • 2,642 of person-weeks of training <p>These results were also cost neutral. The contractors have been required to obtain the resources they needed to meet the employment and training targets by drawing on existing management and supervision, obtaining external funding and encouraging good productivity from trainees. This has meant the recruitment and training outputs are truly 'added-value' as well as social value</p>	ITT
Labour & Employment	Targeted Recruitment and Training Procurement Strategy	Sunderland City Council	<p>The City of Sunderland is committed to achieving the economic, social and environmental objectives set out in the Sunderland Strategy so as to ensure a better quality of life for all the City's residents, now and in the future. To achieve this, the Council commits to considering the following actions on a case-by-case basis, and where affordable and within the relevant legal and policy frameworks commits to their implementation.</p> <ul style="list-style-type: none"> • To include recruitment, training, equal opportunities and opportunities for small and medium sized enterprises, in its service specifications and works contracts, where it considers this appropriate and affordable. • To include other social and environmental matters in its service specifications and works contracts, where it considers this appropriate, and affordable. <p>These specifications will feature in all stages of the selection and appointment process and as core contract requirements. •To include recruitment, training, equal opportunities and opportunities for small and medium sized enterprises, in its service specifications and works contracts, where it considers this appropriate and affordable.</p>		ITT
Labour & Employment	Recruitment and Training Workplan Descriptions: P/wks - A person-week is the equivalent of one person working for 5 days either on site, or through a mix of on-site work and off-site training. The total person-weeks utilised on the contract to include time provided by management and professional staff, trades and operative staff, and ancillary staff. A new entrant is a person that is leaving an educational establishment (e.g. school, college or university) or a training provider, or a non-employed person that is seeking employment that includes on-site training and assessment or offsite training, or a mix of these.	Southampton City Council	<p>The contractor is required to submit, after discussion with the Council's Training and Employment Initiatives unit, a Recruitment and Training Workplan setting out how they will deliver the requirements set out in 2.2 – 2.7 below. This must be submitted to the Employer with each valid tender using the pro-forma set out in Part 3. A revised Recruitment and Training Workplan must be submitted to the Employer within four weeks of a written request for this, e.g. because of changes to or clarification of the works programme. It is the contractor's responsibility to develop a working method and where necessary secure sub-contractor co-operation in order to achieve these recruitment and training requirements.</p>		ITT
Labour & Employment	Employer's Requirements	Middlesbrough Housing Association	<p>The Constructor is expected to make full utilisation of the services and funding provided to construction sector employers by the Building Bureau, Job Centre Plus, the Learning and Skills Council, the Construction Industry Training Board, and construction training providers. Any remaining net cost that will be charged to the Employer – after allowing for productive work provided by trainees and work experience placements - should be shown in Table 2.1 below.</p> <p>Table 2.1 Breakdown of Recruitment and Training Costs</p> <p>Cost Item £ Net Cost20 Basis of calculation Management and administration Training costs Additional site costs Other Total</p>		ITT
Labour & Employment	Employer's requirements - Highways Contract	City of Southampton	<p>One week prior to each Contractor Site Meeting the contractor must provide the Employer or their agent with a schedule and report covering the following key performance indicators (for the period and cumulative):-</p> <p>2.5.7.1 the number of person-weeks utilised on the contract that are delivered by new entrant trainees, split between apprentices and other trainees, and what % this represents of the total person-weeks utilised on the contract;</p> <p>2.5.7.2 the number of vacancies notified to the organisations named by the Council's Employment and Training Initiatives unit;</p> <p>2.5.7.4 the number and % of vacancies that are filled by candidates referred by agencies named by the Council's Employment and Training Initiatives unit.</p> <p>2.5.7.5 the numbers of people working on the contract for which a Training Plan is being maintained;</p> <p>2.5.7.6 the numbers of people that complete a qualification accepted by the Council's Employment and Training Initiatives, while working on the contract</p>		ITT
Labour & Employment	General	The Scottish Government	<p>Where recruitment and training is included as a requirement of the contract the following questions can be asked in the section of the pre-qualification questionnaire that assesses technical capacity and ability: "Please give examples of your involvement in each of the following:</p> <ul style="list-style-type: none"> • generating employment and training opportunities for long-term unemployed people; • providing training opportunities; • the development of trade skills in your existing workforce; and • equal opportunities recruitment procedures. <p>What was your exact involvement in each of the above activities? Which of the examples you have cited have been more successful, and which have been less successful, and why?</p> <p>OJEU Notice</p> <p>Under this [procurement/project] the [contractor/developer] will be required to support the authority's economic and social regeneration objectives. Accordingly, contract performance conditions may relate in particular to social and environmental considerations.</p>	Employment & Labour	ITT * Check wording with Procurement/Legal team
Labour & Employment	West Midlands Councils - Procurement Framework, the Strategic Approach	Birmingham City Council	<p>Birmingham City Council's (BCC) procurement policy states jobs and skills outcomes are embedded as a core consideration throughout their procurement / commissioning processes. The insertion of jobs and skills clauses into contracts is a default for All new service and construction contracts that are (i) framework contracts, or (ii) for an annual value of more than £1m. Jobs and skills contract clauses are always considered first. In other procurement scenarios, BCC will apply: In other procurement scenarios, BCC will apply: • A jobs and skills charter for all goods / product supply contracts for the value of £3m + • Negotiated voluntary agreements for all existing service and construction contracts that are (i) framework contracts or (ii) have an annual value of £5m +; and • A jobs and skills charter for all existing service and construction contracts that are (i) • framework or (ii) have an annual value of £1-5m.</p>		ITT
Labour & Employment	Case Study - R3 Consortium to build 900 homes in the area over a ten year period	Raploch Urban Regeneration Company	<p>Describe the steps that will be taken to ensure that suitable applicants from Employment Connections, Employ Ability Stirling, Job Centre Plus, Triage Central Ltd., Youth Services, Careers Scotland, Breaking the Mould and the Raploch Community Enterprise are interviewed by the prospective employer</p>	<ul style="list-style-type: none"> • Through the procurement process the successful developer, R3 (a Cruden Homes/George Wimpey consortium) signed-up to: 225 Training and Employment new entrant places over the 10-year programme; • Support and mentoring for small businesses; • Ring-fencing £2 million for suitable sub-contracting works • Support and mentoring for social enterprises – £900K ring-fenced to take forward projects 	ITT

Labour & Employment	Please provide information in each of the following sections. This document must be submitted in relation to each individual Site. Training	Raploch Urban Regeneration Company	<p>1. Training - Describe the steps that will be taken to ensure that employed status new entrant trainees will comprise either a minimum of 10% of the person-weeks required to deliver the works or a minimum of 157 (no.) whichever is the greater, and that wherever possible such new entrant trainees will be recruited from Employment Connections, EmployAbility Stirling or another agency named by the URC. Please complete the Tables below in relation to the whole development and then the next two 12-month periods. See Column G Table 3 Total person-weeks to be delivered by new entrant trainees (excluding work placements) See column G P/wks – A person-week is the equivalent of one person working for 5 days either on site, or through a mix of on-site work and off-site training. The total person-weeks utilised on the contract to include time provided by management and professional staff, trades and operative staff, and ancillary staff. No. – enter here the number of individuals that you anticipate using for each occupation and category. A new entrant trainee is a person that is leaving an educational establishment (e.g. school, college or university) or a training provider, or a non-employed person that is seeking employment that includes on-site training and assessment or offsite training, or a mix of these. An apprentice is a person registered as an apprentice with an industry recognised body. Each apprentice can be counted as a 'new entrant' for up to 104 weeks. Other Trainees – people that have a trainee contract or a contract of employment or self-employment that are not apprentices. Each 'other trainee' can be counted as a 'new entrant' for up to 52 weeks. Total P/wks & No. – total the P/wks and total the numbers in each row for 'B – apprentices' and 'C – other trainees'. 1.3 Describe the steps that will be taken to provide work experience for unwaged trainees for the whole development, and provide a breakdown of opportunities that will be made available where this is requested. Table 5 Total Un-waged Work-experience Opportunities 1.4 Describe how you will achieve any compliance from sub-contractors that will be necessary to meet the training and work experience requirements. 1.5 Describe how the requirement to create and maintain Training Plans (as defined in the Regeneration Agreement) will be achieved. 1.6 Describe any arrangements for ensuring that trainees progress with and complete their training programmes, including any arrangements for on-site assessment and training and liaison with training providers. 2. Targeted Recruitment 2.1 Describe the steps that will be taken to ensure that all vacancies, including those with sub-contractors, are notified to Employment Connections and EmployAbility Stirling or other named agencies. 2.2 Describe the steps that will be taken to ensure that suitable applicants from Employment Connections and EmployAbility Stirling are interviewed by the prospective employer. 2.3 Describe the steps that will be taken to ensure that information on the numbers of vacancies filled by candidates from Employment Connections and EmployAbility Stirling are recorded for monitoring and reporting purposes. 2.4 Please complete the Table below setting out the numbers of person-weeks of employment that could be made available to a person with a disability. Consultations with EmployAbility Stirling may be useful before completing this Table.</p>	It is understood that all of the suppliers to the Council agreed to take part in the pilot on a voluntary basis. T	ITT
	Case Study - Procurement – Stirling Western Access Road (SWAR)	Raploch Urban Regeneration Company (Stirling)	<p>The partner will be expected to embrace the concept of sustainable development and community benefit and will be required to work with the partners to deliver employment/training opportunities and other Community Benefits This text makes clear that the delivery of Community Benefits – and specifically employment and training – is part of the subject of the contract that is being procured. Respondents to the OJEU Notice were invited to a Bidders Conference where the requirements – including the community benefit requirements – were discussed. Documentation provided at the conference included a Pre-Qualification Questionnaire (PQQ) that included the following: Community Benefit The Applicant should demonstrate previous involvement in community benefit initiatives such as: • supporting economic development • community consultation/capacity building • training and employment opportunities • partnership work with local people and other appropriate local agencies • partnership work with local people and other appropriate local agencies Please provide the CV(s) of person/persons responsible for delivery of Community benefits/partnership working in your organisation." A2.4 EXTRACTS FROM RAPLOCH TENDER DOCUMENTATION Part 10 COMMUNITY BENEFIT CONDITIONS 1 Training and Employment 1.1 Employed status new entrant trainees will comprise either a minimum of 10% of the person-weeks required to deliver the works or a minimum of 157 (no.) whichever is the greater, and that wherever possible such new entrant trainees will be recruited from Employment Connections, EmployAbility Stirling or another agency named by the URC where: a) A person-week is the equivalent of one person working for 5 days either on site, or through a mix of on-site work and off-site training. The total person-weeks utilised on the contract to include time provided by management and professional staff, trades and operative staff, and ancillary staff. b) A new entrant trainee is a person that is leaving an educational establishment (e.g. school, college or university) or a training provider, or a non-employed person that is seeking employment that includes on-site training and assessment or offsite training, or a mix of these. c) "Employment Connections" is an employment and training information project with offices at 4Woodside Road, Raploch, Stirling, FK8 1RF. d) "EmployAbility Stirling" is an advice employment project for those with disabilities, with offices at Langgarth, Viewforth, Stirling FK8 2ET. 1.2 Each new entrant trainee is to have a written Training Plan. This Training Plan is to be updated on a monthly basis and made available for inspection by the client representative at any time. 1.3 Every vacancy on site, including those with sub-contractors, is to be notified to Employment Connections and EmployAbility Stirling (and/or other agencies named by the client representative). 1.4 Provide unwaged work experience places for those people participating in national construction training programmes such as New Deal Training for Work, Skillseekers and Modern Apprenticeships. 1.5 Provide employment opportunities for people with a disability, wherever possible recruited from EmployAbility Stirling (and/or other agencies named by the client representative). 2 Equal Opportunities 2.1 In response to the Race Relations (Amendment) Act 2000 the Developer must implement equal opportunities practices on site that satisfy the following minimum requirements: 2.2 All vacancies on site to be notified to Employment Connections and EmployAbility Stirling and/or other agency named by the client representative. 2.3 The operation of a formal complaints procedure, backed up by appropriate disciplinary action, for incidents of discrimination or abuse relating to race, colour, gender, religion, age and disability; this procedure to be made known to all personnel on site and to include records that are available for inspection by the client or their agent at any time. 3 Social Enterprises 3.1 The URC supports the Scottish Government's policy on social enterprises, (see the notes on social enterprises included as an Addendum to this Part of the Schedule) and believes that social enterprises have a distinct and valuable role to play in helping to create a strong, sustainable and socially inclusive economy. It is therefore a requirement that the following actions for the development of social enterprises in the Raploch area are undertaken: 3.1.1 Investigate and discuss</p>		Terms & Conditions

Example List of Social Requirement Statements used by other local authorities and organisations

Area of Service/Works/Goods	Context in which the statement was used	Council that used the statement	Example Statement	Outcome of Implementing the statement	Which part of the Procurement could the statement be applied
Social	Contracts can include social considerations but they can be more difficult to justify than environmental ones as they are less likely to be directly relevant to the subject matter of the contract. Drafting Catering contract - the provision of special diets	Firstadapt.com	The Contractor will ensure that the range of food and beverages provided includes appropriate items to suit the special dietary needs of [the Council staff] [pupils] [the representative population] as detailed in [details]. The Council will notify the Contractor of any significant change in the requirements for special diets amongst [refer to the group used in clause 1]. Where a [member or percentage of the group used in clause 1] requests a particular dietary requirement the Contractor will [use best endeavours to] [meet that requirement] [confirm to the Council its approach to and timescales for meeting that requirement].		Specification * Comment from legal, this is a good one
Social	Providing certain language requirements e.g. an information helpline	Firstadapt.com	The Contractor will ensure that all of the telephone operators providing the Services will have a good understanding and fluent conversational standard of use of the [detail necessary] language. The Contractor will ensure that at all times when the helpdesk is available that there is at least [number] operator[s] available meeting the standard in clause 1.		Specification
Social	Community Benefits - General	Newham Council	The Council [expects/requires] all its contractors who provide services, goods or carry out works to assist the Council in meeting social, economic and environment corporate priorities as set out in its Sustainable Community Strategy Where the Specification requires, in respect of the supply of goods, the provision of services or carrying out construction works, a Tenderer to obtain them wherever possible locally.....Newham Council		Specification/ITT
Social	Predicted Outcomes and KPI's	Raploch Urban Regeneration Company	7. Predicted Outcomes – Key Performance Indicators Indicate below the anticipated outcome for each Community Benefit requirement, including outcomes to be delivered by sub-contractors. Table 7 Predicted Outcomes – Key Performance Indicators See table in column G		Specification/Contract
Social	To continue to develop, and provide support to, the disabled young people's participation group xxxxxxxx This is to be viewed as a flexible arrangement for North Yorkshire County Council and xxxxxx to allow the implementation and development of new initiatives to be added to the Group's workplan as and when identified. Where new initiatives are deemed problematic to pursue or adopt they can be removed from the work plan by mutual consent	North Yorkshire Council	<p>North Yorkshire County Council would like xxxx to help support the xxxx Group in the following ways:</p> <ul style="list-style-type: none"> • Provide trained staff to promote the participation of disabled young people in service development • Provide support to the young people in the xxxx Group in arranging meetings and taking notes, transport and the plan of work for the group • Attract new members to the xxxxx Group to make sure the group represents young people with different needs and from different parts of the County; and to keep the group going as existing members of the group move on. • Support the local networks of the xxxx Group and the steering group • Ensure the voice of young people is heard or represented in the decision making groups within the Change Programme for Special Educational Needs and Disability • Work with local services to create opportunities for the xxxx group to work with them, e.g. visiting schools • Help the xxxx group link up with other young people's groups, e.g. the North Yorkshire Youth Council, Young People's Council for looked after children and NY PACT parent's forum. • Consider ways of including the voice of younger disabled children in the work of the group. • Provide reports to the Children and Young People's Service to show the impact the xxxx group is making on local services <p>• North Yorkshire County Council would like to keep working with the xxx Group, so that the xxx Group can continue to:</p> <ul style="list-style-type: none"> • Influence professionals to listen to the views of young people with extra support needs and disabilities. <p>• Gather the views of disabled young people and young people with extra support needs about the services they receive.</p> <p>• Consult with young people about ways to improve their transition into further education and employment.</p> <p>• Consult with young people about their leisure opportunities and help improve access to mainstream services, such as youth centres and children centres</p> <ul style="list-style-type: none"> • Get feedback from people they work with to help improve the xxx group methods of consultation and to help individual self-evaluation. 	<p>Through the support to the xxxx group, xxx will help to make a difference in two ways:</p> <p>a) to improve local services for disabled children and young people through the participation of disabled young people in service development</p> <p>b) to help the individuals on the xxxx group, who give a lot of time and energy to the work, to develop new skills and have improved outcomes.</p> <p>xxx and the Young People will provide a progress report as part of the 6 monthly contract reviews, to include the progress against outcomes. This report will be sent to the designated officer within the Children and Young People's Service at least one week before scheduled review meetings</p> <p>Reports should include but not be limited to:-</p> <ul style="list-style-type: none"> • Review of the xxxxx Group's workplan over the preceding six month period • Challenges the Group has faced • Achievements made by the Group including things they are proud of • Evidence of how the Group continues to be representative of different needs and geographic areas • Evidence of representation on relevant decision-making groups in agreement with the Children and Young People's Service • Evidence of changed service provision as a result of the xxxx Group's involvement • Details of how the xxxx Group is engaging with other Young People's groups • Details of how the xxxxx Group is trying to attract new members • Details of new opportunities and activities for Young People to develop and gain additional skills and experiences • Proposals for what the xxxx Group wants to achieve over the next six months 	Specification/Terms and Conditions * Comment from legal team treat with caution, this is designed subject specific
	Community Broadband	North Yorkshire Council	<p>1. Best Value 1.1. Under the provisions of the Local Government Act 1999, the Council must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful tenderer will be required to provide the Service in accordance with this principle and be expected to demonstrate how this is being achieved. Attention is also drawn to the Contract Conditions regarding Best Value.</p> <p>1.1 Please detail how you will engage with a community to:</p> <p>A) Promote your broadband service, (100 words Max) 2.5% of Overall Tender Score</p> <p>B) Deliver your infrastructure, (200 words Max) 5% of Overall Tender Score</p> <p>C) Maximise coverage, (100 words Max) 2.5% of Overall Tender Score</p> <p>D) Optimise take up rate. (100 words Max) 2.5% of Overall Tender Score</p> <p>1.2 Describe any additional services you offer that will add to the positive experience of the end customer. (200 words Max) 2.5% of Overall Tender Score.</p>		ITT
Social	Equality in Home Care Services	Equality and Human Rights Commission	What policies, procedures and training would you put in place to ensure the human rights of service users are at the forefront of your delivery of home care services?		TBC
Social	Equality in Home Care Services	Equality and Human Rights Commission	'Staff employed by the provider are required to use all the care, skill and diligence to be expected of a suitable, skilled and experienced supplier, respecting at all times the human rights of service users whilst providing services of the type to be performed under contract.'		TBC

Social	To encourage the establishment of local partners	Derry Council - Construction Contracts	Requirement to be included in Works Information The Contractor lists and publicises opportunities available within the supply chain on the Contractor's web-site and/or where appropriate, in the local press. The Contractor supplies the Project Manager with details and web links to information published on the Contractor's Website for inclusion in the ISNI tracking Database	TBC
Social	To encourage prompt payment and fair dealing	Derry Council - Construction Contracts	Contracts to include a requirement that Government Construction Clients have access to contractors' accounts (e.g. as part of the open book process) to allow timeliness of payments to subcontractors to be verified. Contracts to include Government construction clients' right to approve subcontract terms and conditions for consistency with main contract terms, particularly in relation to fair dealing and open book accounting. Requirement to be included in Works Information The Contractor procures the works to achieve the Best Value for Money for the Employer representing the optimum combination of Price and Quality (or fitness and purpose) over the lifecycle of the works while contributing to the wider Government objectives on Economic, Social and Environmental Sustainability. The Contractor uses Whole Life Value studies and Whole Life Costing techniques and methods to support the decision making process to achieve of Best value for Money. The Contractor provides access to accounts (as part of the open book process) to allow timeliness of payments to subcontractors and suppliers to be verified. Approval of subcontract terms This is covered in NEC3 clause 26. Z6 in Contract data part 1 replaces NEC 26.3. 1.1.1 Z6 Subcontracting Z6.1 OMIT Clause 26.2 and INSERT the following: The Contractor submits the name of each proposed Subcontractor to the Project Manager for acceptance. "Reasons for not accepting the Subcontractor are that - his appointment will not allow the Contractor to Provide the Works; or he is not the subcontractor named in the Contractor's pre-qualification questionnaire/tender submission. The Contractor does not appoint a proposed Subcontractor until the Project Manager has accepted him. The Contractor may seek approval from the Project Manager to change the subcontractor named in the Contractor's tender submission, only where circumstances have changed since the tender award and there are compelling reasons for doing so." Z6.2 OMIT clause 26.3 and INSERT the following:	TBC
Social	To encourage prompt payment and fair dealing	Derry Council - Construction Contracts	Requirement to be included in Works Information & Government Construction Client responsibility The Contractor complies with the 'Code of Practice for Government Construction Clients and their Supply Chains' The Employer requires the Contractor and the supply chain sign an agreement with the Employer to meet the Fair Payment commitments set out in the 'Fair Payment' Charter. (See Appendix A of the Code of Practice for Government Construction Practice.) The Contractor will also comply, as part of the Charter agreement, with the following supply chain practice requirements:- a)Payment to supply chain to be a standing item on the agenda for project meetings; b)To provide the Project Manager with contact details for all supply chain members; c)To provide a report to the Project Manager on payments made to these supply chain members at each project meeting; and Any sub-contracts entered into by the Contractor for the completion of this contract shall include a requirement that, on the request of the Project Manager, the sub-contractor will report to the Project Manager on the moneys due to, and the payments received by the subcontractor from the Contractor. The report shall include an explanation for any moneys withheld by the Contractor. The content and format of the report shall be agreed in advance with the Project Manager. The Project Manager will carry out periodic checks with subcontractors on the payment performance of the Contractor.	TBC
Social	To limit opportunities for criminal organisations to target construction procurement projects and to provide a right of audit Contracts to include a Construction Contracts Monitor (CCM) enabling clause. CCM would then be deployed on contracts where intelligence indicates cause for concern or by way of random audit to ensure contractors are meeting their requirements under the contract. Contracts to include a Right of Audit clause. (Z clause and Works Information)	Derry Council - Construction Contracts	Requirement to be included as a Z clause in the Contract Data. This is a lengthy clause and has been omitted for clarity. Contact Contracts&Standards.CPD@dfpni.gov.uk CPD to obtain the clause 'Z23 Contract monitoring'. Requirement to be included as a Z clause in the Contract Data. 1.1.2 Z## Right of Audit The Employer's staff (including auditors or other appropriate investigative staff) may visit the offices of the Contractor at irregular intervals. During such visits or at any time the Employer or Auditor may wish to examine: a)income tax records; b)time sheets completed by staff in support of time charges which must clearly identify individual contracts on which the staff has been engaged; c)invoices for Sub-contractor / Sub-consultant's accounts; d)details of discounts, rebates or allowances, etc, on (c) above; e)VAT records; and any other documents, relevant to transactions under this contract. Requirement below to be included in Works Information 1.1.3 Audits (Works Information) The Employer may conduct an audit for the following purposes: to review any books of account kept by the Contractor in connection with the provision of the Works and Services; to carry out the audit and certification of the Employer's accounts; to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has used its resources; to verify the accuracy and completeness of any Management Information delivered or required by this Agreement. Subject to the Employer's obligations of confidentiality, the Contractor shall on demand provide the Employer (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including: all information requested by the Employer within the permitted scope of the audit; reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Works and Services.	TBC

Social	To promote equality in the workplace Contracts to include a requirement that: contractors comply with the application of fair employment, equality of treatment and anti-discrimination legislation; - contractors shall use their best endeavours to ensure that in their employment policies and practices and in the delivery of the works and services required under the contract they have due regard to the need to promote equality of treatment and opportunity.	Derry Council - Construction Contracts	Requirements to be included in Works Information EQUALITY OF OPPORTUNITY The Contractor shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including in particular, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Sex Discrimination (Northern Ireland) Order 1976 and 1988, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and the Employment Rights (Northern Ireland) Order 1996 and shall use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Contractor under this agreement he has due regard to the need to promote equality of treatment and opportunity between: - persons of different religious beliefs or political opinions; - men and women or married and unmarried persons; - persons with and without dependants (including women who are pregnant or on maternity leave and man on paternity leave); - persons of different racial groups (within the meaning of the Race Relations Northern Ireland) Order 1997); - persons with and without a disability (within the meaning of the Disability Discrimination Act 1995); - persons of different ages; and - persons of differing sexual orientation. • The Contractor shall take all reasonable steps to ensure the observance of the provisions of the above clause by all servants, agents, employees, consultants and sub-contractors of the Contractor.		TBC
Social	To promote Respect for People	Derry Council - Construction Contracts	The Contractor and supply chain agree to comply with the requirements of the 'Respect for People (RfP) – Code of Good Working Health and Safety Practices' incorporating the 'Code of practice for Industrial Relations and Health and Safety'. Compliance with this Code will include payment of operatives in accordance with the industry Working Rules Agreements For link see:- http://www.strategicforum.org.uk/pdf/codeofpractice.pdf • The Contractor will calculate the Constructing Excellence Key Performance Indicators on Respect for People and report the KPIs to the Employer		TBC
Social	To promote best practice in Health and safety • Prequalification process and contracts to comply with the requirements set out in the Buildsafe-NI Action Plan 2011. • 'BuildHealth' to be a possible future requirement. Contracts to include a requirement to enable Government construction clients to discharge their monitoring duties under the CDM Regulations 2007 by assessing main contractors and their supply chains via office audits and site inspections	Derry Council - Construction Contracts	Requirements to be included in Works Information HEALTH & SAFETY AUDITING The Contractor and his supply chain members shall: • Permit Contracting Authority Health & Safety staff access to their offices, sites, etc at any reasonable time; • Permit Contracting Authority Health & Safety staff to make any reasonable enquiry; and • Provide any appropriate information/data requested relevant to the project thus enabling the Contracting Authority to undertake any health and safety audit, inspection, or investigation in assessing health and safety compliance. PROGRESS MEETINGS Health and Safety shall be a standing item on the agenda at all monthly progress meetings (see also: section Health and Safety Principal Contractors report). BUILDSAFE GENERAL The Contractor and his supply chain shall comply with all the requirements of the Government Clients' Buildsafe-NI Action Plan 2011 which is available on the CPD website at: Buildsafe - NI The requirements of these provisions shall not reduce the responsibility of the Contractor in relation to the CDM Regulations or other applicable Health and Safety legislation. HEALTH AND SAFETY MANAGEMENT SYSTEMS – THIRD PARTY CERTIFICATION Action 2 (a) of the Buildsafe – NI Action Plan has a requirement that all Contractors seeking to tender for public sector work contracts shall have a health and safety management system certified by a 3rd party. Action 2 (b) of the Buildsafe – NI Action Plan also introduces a requirement in contracts for the Contractor's first tier subcontractors, with 10 or more employees, to have a health and safety management system certified by a 3rd party. This contract condition will be closely monitored by the Project Manager. The Contractor and his supply chain members shall meet the requirements in respect of third party health and safety		TBC
Social	To promote development of Essential Skills Contracts to include a requirement that contractors and their supply chain provide opportunities for all employees to develop essential skills through, for example, the promotion of the DEL Essentials Skills Programme.	Derry Council - Construction Contracts	Requirement to be included in Works Information • The Contractor and supply chain will provide opportunities for all employees to develop essential skills through, for example, the promotion of the DEL Essentials Skills Programme.		TBC
Social	General Social Clauses	Derry City Council	Main contracts to include a requirement that Main Contractors and their supply chains comply with the requirements of the 'Respect for People (RfP) – Code of Good Working Health and Safety Practices' incorporating the 'Code of Practice for Industrial Relations and Health and Safety'. Compliance with this Code will include payment of operatives in accordance with the Working Rule Agreements. • Main contracts to include a requirement that Main Contractors and their supply chain provide and maintain corporate Fair Trade policies. • Main contracts to include a requirement that Main Contractors and their supply chains embrace procurement of Fair Trade goods and services within construction projects in accordance with CPD Procurement Guidance note 02/06. • Main contracts to include a requirement that Main Contractors and their supply chain provide opportunities for all employees to develop essential skills through, for example, the promotion of the DEL Essentials Skills Programme.		TBC

Social & Environmental	Please note that the Council runs a Local Procurement Initiative (and has a Local Procurement Code) which it may invite you to participate in. (Camden Council)	Camden Council	Under this [procurement / project] the contractor / service provider is required to participate actively in the economic and social regeneration of the community served by the contracting authority. Accordingly contract performance conditions may relate in particular to social and environmental considerations. Birmingham City Council : Template wording for Contract notices		ITT
Social	Employment Benefit Schemes	London Borough of Croydon	Do you have experience of delivering any Local Procurement/Employment benefit schemes/initiatives? If so please provide details. Outline your policy for ensuring that full and fair opportunity is offered to all suppliers, particularly those locally based in and around the [relevant Borough]. Please also detail how this is externally communicated and/or marketed. Describe your company's involvement in local partnerships, community groups and business organisations, as appropriate. Procurement guidance, London Borough of Croydon. The Council [expects/requires] all its contractors who provide services, goods or carry out works to assist the Council in meeting social, economic and environment corporate priorities as set out in its Sustainable Community Strategy		ITT
Social	Equal Opportunities	Raploch Urban Regeneration Company	3.1 Describe arrangements that will be in place to ensure the recording of complaints or incidents relating to discrimination or abuse on the basis of race, colour, gender, age, religion, or disability, including sub-contractor compliance. 3.2 Describe what disciplinary procedures will be operated in relation complaints of discrimination or abuse. 3.3 Identify who will be responsible		ITT
Social	Social Enterprises	Raploch Urban Regeneration Company	4.1 Describe any experience or evidence from other areas that has influenced your thinking on support for social enterprises. 4.2 Describe the support you will give to social enterprises, including any development support, business management and funding.		ITT
Social	Small Businesses	Raploch Urban Regeneration Company	5.1 Describe activities that you will undertake to identify Small Businesses (SBs)93 from Forthconstruction Forum or other organisations/lists agreed by Raploch URC and assess their capacity to deliver works, services or supplies that are required for the contract. 5.2 Describe any actions you will undertake or otherwise support to assist SBs from the Forthconstruction Forum or other agreed organisations/lists to obtain contracts in relation to the Development in the Raploch. 5.3 Describe any experience from other areas that has influenced your approach to the provision of opportunities for SBs.		ITT
Social	Monitoring and Reporting of Data	Raploch Urban Regeneration Company	6.1 Describe the arrangements you will make for creating the site security record and for complying with the Data Protection Act in relation to the provision of monitoring information to the URC. 6.2 Describe the arrangements that will be made for recording the information needed to complete the schedule to be presented to each Monthly Site Meeting (as defined in the Community Benefit requirements within the Regeneration Agreement) including sub-contractor compliance. 6.3 Describe the administrative and management arrangements that will be operated in relation to the monitoring and reporting requirements.		ITT
Social	Management of Community Benefit Requirements	Raploch Urban Regeneration Company	8. Management 8.1 Who will be responsible for ensuring that the Community Benefit requirements are met, including discussions with the client, the preparation of Method Statements, and the collection and presentation of monitoring information? 8.2 What administrative and Site staff will be involved in ensuring delivery of the Community Benefit requirements and providing monitoring information?		ITT
Social	Identifying Costs of Community Benefits	Raploch Urban Regeneration Company	9. Costs Complete the table below to show the net costs* that have been included in the tender sum in relation to the Community Benefits requirements. Table 8 Costs See table in column G * NET COST IS AFTER DEDUCTING FUNDS OBTAINED FROM OTHER SOURCES (E.G. CITB AND SCOTTISH ENTERPRISE, JOB CENTRE PLUS, ETC.), AND IN RELATION TO WAGES AFTER DEDUCTING THE VALUE OF WORK CARRIED OUT BY TRAINEES.		ITT/Terms and Conditions

Requirement Statements used by other local authorities and organisations

Context in which the statement was used	Council that used the statement	Example Statement	Outcome of Implementing the statement	Which part of the Procurement could the statement be applied
As above	Blackpool Council	Leaf clearance Leaves must be removed from grass areas before they start to rot, and should be composted if possible.		Specification
Method statement - environmental and sustainable considerations	CLASP	The Authority through the delivery of its services to the community recognises that it can have a significant impact on the environment. In recognition of this responsibility the Authority has implemented an Environmental Policy and has achieved the Green Dragon Level 5 Award for its Environmental Management System that covers all aspects of the Authority's activities. The Procurement Department will support the Environmental Policy by addressing the wider issue of Sustainability where it can influence the type and quantity of resources it consumes and its effect on the local economy. To achieve these objectives the Procurement Department will seek to work with those suppliers that are adopting sustainable initiatives and policies that will reduce the environmental impact on the goods and services they provide." Source: Police Procurement North West		Specification
Recycled Materials	SPIN inc Blackburn & Darwen BC	The successful contractors will work to agreed Key Performance Indicators that will be developed in line with best practice and London Remade recycling initiatives. Including: *Note you should know the KPI's required before you go to market) recyclable materials will be specified in the schedules of rates where economically viable.Source: Street Scene (Highways / Footways / Street lighting). Gateway Review Point 2 October 2005 (awarded January 2007). Extract from RP2 report		Specification
Cleaning Services		...regular staff training on the proper use of cleaning devices and the appropriate dosage and dilutions of chemical cleaners must be provided to ensure the minimum required use of chemical cleaners..." ...cleaning products should be contained in refillable and recyclable packaging, which should be removed through a producer take-back scheme or transferred to a local recycling facility at the end of its useful life..." ...combined disinfectant and cleaners shall not be permitted..." ...cleaning products should be contained in a pump spray, not aerosol..." ...products should contain clear labelling and information on use and disposal..." ...We expect the contractor to adopt the following good practice:- • Use chemicals which are phosphate free • Use pump sprays rather than aerosols where possible • Avoid toilet blocks that contain paradichlorobenzene • Avoid petroleum based products where possible, particularly those that contain the foaming agents NTA and EDTA • Substances, which are water based or low in solvents, are preferred • Avoid chlorine-based bleaches • Minimise waste wherever possible • Co-operate with the Council with respect to new opportunities and developments on use of environmentally more sustainable materials, expansion and use of recycling services and energy saving opportunities..."		Specification
Furniture Contracts	St Helens Council	...All plastic parts >50g shall be marked for recycling according to ISO 11469 or equivalent and must not contain additions of other materials that may hinder their recycling..." .Products carrying the Nordic Swan eco-label will be deemed to comply. For products which do not carry this label, bidders must provide a description of the plastic materials that are present and the quantities used, the way in which they are labelled and how they are attached to one another or to other materials..." ...Any other appropriate means of proof demonstrating that the criteria are met will also be applicable regional, national and/or international standards..." accepted, such as a technical dossier from the manufacturer, a test report from a recognised body showing compliance, or a declaration from the manufacturer. 'Recognised bodies' are test and calibration laboratories and certification and inspection bodies which comply with ... Furniture pieces must be recyclable or adequate for re-use. To ensure this, the pieces must be made of materials that can be easily separated for recycling purposes..." ...The bidder and the manufacturer of the final product(s) are required to demonstrate the existence and public availability of a written corporate environmental policy, consistent with ISO 14001 (International Organisation for Standardisation), or equivalent..."		Specification - Positive Language used here

<p>The Sustainable Procurement Information Network (SPIN) has a number of useful tools to help local authorities improve their procurement process, including model specification clauses for food supply contracts, case studies and toolkits. Environmental Policy</p>	<p>SPIN inc Blackburn & Darwen BC</p>	<p>Example wording for PQQ questions Do you operate a documented environmental management system? Yes/No If you do which of the following statements best describes it? (Please tick box) A) It has effective management processes and procedures to manage the significant environmental impacts of our business. B) It defines the significant environmental impacts of our business but only has plans for the introduction of effective management processes and procedures. C) It only identifies the environmental impacts of our business. D) None of the above. Please provide evidence that you can meet the environmental requirements of the contract. Source: OGC model core PQQ Where relevant to the project to be delivered, please outline what achievements you have made in the area of sustainability or examples of previous related sustainable development practices. Include quantitative achievements wherever possible and details of targets and objectives which have been met. Source: Copeland Borough Council Please advise how you will ensure that the service you deliver is provided with a low carbon ethos – reducing carbon and other greenhouse emissions, in support of our local ‘Climate Change Policy’. Please advise how you will ensure that your supply chain supports your approach. Please advise how you will measure, report upon and reduce your (and your supply chain’s) carbon and other greenhouse gas emissions associated with this project. Source: NWIEP Briefing Note: Use of Economic, Environmental and Social Clauses within Procurement Please state whether there is, or will be, an environmental policy and/or “green” policy for any service likely to be provided in the proposed project. If so, please state which parts of the service the policy relates to. Please state whether your organisation operates an Environmental Management System (EMS) and if so, whether the EMS meets the standards in BS7750, ISO14001, EMAS or equivalent. Source: London Borough of Croydon Does your organisation or your suppliers take part in the Eco-Label scheme? If so, do you use the flower logo on your products and can you explain in 100 words or less what benefits purchasing Eco-Label products would bring to this contract. Please see the link below for more information. http://ec.europa.eu/environment/ecolabel/about_ecolabel/what_is_ecolabel_en.htm Source: Cumbria County Council</p>		<p>PQQ</p>
	<p>NWIEP</p>	<p>Some example clauses for pre-qualification are listed below. These could be used where they support the evaluation of the suitability of a tenderer to perform a contract: • Please provided details of your Environmental / Environmental Sustainability Policy • Please identify your approach to reducing your carbon and other greenhouse gas emissions • Please advise of the steps you take to comply with environmental legislation • Please advise of any environmental management accreditations you hold e.g. ISO 14001, EMAS or (for businesses and public bodies) or PQASSO (for voluntary organisations) • Please advise how you support the reduction of waste and promote the reuse and recycling of materials • Please advise how you ensure compliance with the Waste Electrical and Electronic Equipment (WEEE) Directive (2002/96/EC) Carbon Reduction • Please advise how you will ensure that the service you deliver is provided with a low carbon ethos – reducing carbon and other greenhouse emissions, in support of our local ‘Climate Change Policy’. • Please advise how you will ensure that your supply chain supports your approach. • Please advise how you will measure, report upon and reduce your (and your supply chain’s) carbon and other greenhouse gas emissions associated with this project.</p>		<p>PQQ</p>
<p>In a recent PQQ for uniform supply, St Helens Council incorporated a number of questions specifically focused on the environmental aspects of the products being procured, including:</p>	<p>St Helens Council</p>	<p>Does your company provide any eco-friendly product range? If yes, please describe the criteria used to determine that a product be classified as eco-friendly. Provide details of your ecofriendly products, such as Fairtrade, Rainforest Alliance, Organic, European Eco-label, Oeko Tex Standard 100 etc. How do you minimise the use of toxic chemicals, bleach, dyes that are harmful to the environment, and exclude banned substances in the manufacture and supply of your clothing (St Helens Council has a list of banned substances available)? Provide details of clothing that you would supply that is made from recycled materials.</p>		<p>PQQ/ITT</p>
<p>In a recent tender for green space management of Blackpool Council Housing managed areas, the following clauses were included within the performance standard specification</p>	<p>Blackpool Council</p>	<p>Green waste The Contractor shall be required within his Method Statements to submit proposals for recycling of green waste. This shall include chipping, shredding and/or composting of uncontaminated organic plant material such as horticultural debris, arisings from tree and shrub pruning, etc. Such work may be sub-contracted. Re-use of such material within the Contract for horticultural purposes may be permitted at the discretion of the Authorised Officer, and suggestions should be included as part of the submitted Method Statements.</p>		<p>ITT</p>
<p>As above</p>	<p>Blackpool Council</p>	<p>The Tenderer’s’ views on composting, and how it is to be achieved or not, will be expected in the Method Statements.</p>		<p>ITT</p>
<p>As part of a review of vehicle procurement across AGMA, consideration is being given to ensuring all new vehicles purchased adhere to applicable comprehensive Government Buying Standards (GBS) criteria. Other criteria on fuel efficiency and energy efficient options, such as low resistance tyres are also being considered.</p>	<p>AGMA</p>	<p>The following specific clause has been included within the tender notification for the overall framework: Please detail how your Organisation would ensure the availability of supply of energy efficient vehicles as per the requirements of the Clean and Energy Efficient Vehicle Directive CM/FMT/08/5046/L2.”</p>		<p>ITT</p>
<p>In a recent PQQ for uniform supply, St Helens Council incorporated a number of questions specifically focused on the environmental aspects of the products being procured, including</p>	<p>St Helens Council</p>	<p>Would your company recycle old garments and how would you mitigate the security risk of ex-council branded workwear falling into the wrong hands? How would your company minimise the environmental impact of packaging?</p>		<p>ITT</p>

Introductory statement - sustainable development	CLASP	The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.... Source: MOD sustainable procurement commercial policy statement http://www.aof.mod.uk/aofcontent/tactical/toolkit/downloadsindexed/susproc/susproc_cps.pdf		ITT
Liverpool City Council has adopted an 'Enviro' range of cleaning products which has a significantly lower environmental impact in terms of how it is manufactured, delivered and used. Sefton Borough Council led the tender for the supply of cleaning materials for all the Merseyside Authorities. The following clause was included within the tender:	Liverpool City Council	The Merseyside Collaboration Group is committed to minimising the impact on the environment by complying with the minimum standard of environmental legislative and regulatory requirements in the procurement of products, works and services, but will endeavour to achieve higher levels of good environmental practice by sensitive purchasing, and the promotion of environmental awareness wherever possible. Therefore: The group is committed to the compliance with all environmental legislative and regulatory requirements in the procurement of products, works and services; will promote environmental awareness among suppliers and contractors, and to encourage them to offer less environmentally damaging products and services at competitive prices; encourage the purchase of less environmentally damaging products where these are viable, and cost-effective, and generally favour those products made from recycled materials.		ITT
Transport Emissions	Leeds City Council	We are keen to reduce the impact of our service providers' deliveries by favouring those organisations that can demonstrate progress in the area of sustainable fleet management. Therefore, we welcome bidders to explain the methods they deploy in order to reduce, or offset, the emissions associated with their deliveries and/or those of their suppliers. The evidence provided will be scored....." Source: Leeds City Council Example Tender Documentation Wording		ITT - Only really suited to contracts such as fleet purchasing
Green Issues for Trees and Shrubs Contract	St Helens Council	St Helens Council's specification for bedding and tree/shrub supply contracts, recently renewed, contained several requirements related to green issues. The tendering process required the companies in question to submit their environmental policies, which played an important role in evaluating the bids. Such issues included: 1. Peat reduction and evidence of trials of other products 2. Water consumption and supply 3. Recycling policies Specification clauses included: "St Helens Council promotes reusable and recyclable products through its purchasing policies and would wish to discuss proposals for the collection and re-use of co-extruded bags and containers with the successful tenderer."		ITT
Recycled Materials	SPIN inc Blackburn & Darwen BC	Return of empty items to the supplier.... the council is committed to finding ways by which to increase the recycling of waste so that less tonnage is sent to landfill and materials are not wasted needlessly. As such, at the end of a product's life, it should be possible for the council to return that item to the contractor for reuse and/or recycling, if the council does not have the capability to recycle those materials itself. The contractor shall develop procedures to allow for arrangements to be made in order to return used items and also clearly define any costs that the council may incur as part of the service....." Source: Leeds City Council Example Tender Documentation Wording		ITT/Terms and Conditions
Continued improvements	Hackney Borough Council	1.2 The Supplier shall, within three months of the date of this Agreement, submit a Sustainable Procurement Plan to the Council's representative for approval, which approval shall not be unreasonably withheld. 1.3 The Supplier shall carry out the Services in accordance with the approved Sustainable Procurement Plan. 1.4 The Council may monitor the Supplier's compliance with the requirements of this clause 1.5 The Supplier shall ensure that the provisions of this clause X are incorporated in any sub-contracts, and that the employees, agents or representatives of all or any of the subcontractors comply with the same." and, for the avoidance of doubt; any failure by the Supplier to comply with such requirements shall be deemed a breach of a material term or condition of this Agreement for the purpose of clause XX (termination). Source: Hackney Borough Council		Terms & Conditions
In 2010 Cumbria County Council went out to tender for a general furniture framework which included Lots for Office Furniture, Educational Furniture and Folding Dining Furniture. The overall goal was to award the framework to sustainable and environmentally companies supplying sustainable and environmentally sourced products (where possible). The initial PQQ included a number of questions for prospective suppliers focusing on environmental management objectives and use of eco-labelling schemes. The product specification included an emphasis on recycling, tracking of the timber and carbon reduction	Cumbria County Council	Cumbria County Council is keen to work with contractors who can offer furniture that has been manufactured using materials from sustainable sources. Tenderer's are required to state which of their ranges / models meet the following criteria: a) * Environmentally friendly furniture products equivalent to the specification required b) * Eco-friendly furniture products from sustainable sources F.S.C. 80% accreditation is the minimum requirement although if you are working towards or have accreditation of 99% then please provide evidence. Suppliers must be able to demonstrate FSC Chain of Custody Certification for the specific range(s) of furniture offered." Within the contract, a specific clause was included for the removal and recycling of all packaging: All packaging must be removed from the premises and taken to a recycling centre where possible. Please confirm that you will adhere to these requests within your tender submission."		ITT * Need to be careful of the wording used and check suitability with legal and procurement

Liverpool City Council has adopted an 'Enviro' range of cleaning products which has a significantly lower environmental impact in terms of how it is manufactured, delivered and used. Sefton Borough Council led the tender for the supply of cleaning materials for all the Merseyside Authorities. The following clause was included within the tender:	Liverpool City Council	The Merseyside Collaboration Group is committed to minimising the impact on the environment by complying with the minimum standard of environmental legislative and regulatory requirements in the procurement of products, works and services, but will endeavour to achieve higher levels of good environmental practice by sensitive purchasing, and the promotion of environmental awareness wherever possible. Therefore: The group is committed to the compliance with all environmental legislative and regulatory requirements in the procurement of products, works and services; will promote environmental awareness among suppliers and contractors, and to encourage them to offer less environmentally damaging products and services at competitive prices; encourage the purchase of less environmentally damaging products where these are viable, and cost-effective, and generally favour those products made from recycled materials.		ITT
	St Helens Council	Does your company provide any eco-friendly product range? If yes, please describe the criteria used to determine that a product be classified as eco-friendly. Provide details of your ecofriendly products, such as Fairtrade, Rainforest Alliance, Organic, European Eco-label, Oeko Tex Standard 100 etc. How do you minimise the use of toxic chemicals, bleach, dyes that are harmful to the environment, and exclude banned substances in the manufacture and supply of your clothing (St Helens Council has a list of banned substances available)? Provide details of clothing that you would supply that is made from recycled materials." "Would your company recycle old garments and how would you mitigate the security risk of ex-council branded workwear falling into the wrong hands? How would your company minimise the environmental impact of packaging? Provide details of steps your company take to reduce its greenhouse emissions, which are the main cause of climate change. * suitable for clothing		ITT
As above	Blackpool Council	Prevention of pollution Notwithstanding any legal requirements that may apply under the Control of Pollution Act, the Contractor shall have a general duty to take all reasonable precautions to avoid pollution of the atmosphere, watercourses, or land by the discharge or deposit of any solid, liquid or gaseous substance arising from their performance of the Services. The Contractor will be held liable for any damage so caused and the cost of removal or rendering harmless and any other necessary remedial treatment will be borne by the Contractor.		Terms & Conditions
Continued improvements	Hackney Borough Council	1.2 The Supplier shall, within three months of the date of this Agreement, submit a Sustainable Procurement Plan to the Council's representative for approval, which approval shall not be unreasonably withheld. 1.3 The Supplier shall carry out the Services in accordance with the approved Sustainable Procurement Plan. 1.4 The Council may monitor the Supplier's compliance with the requirements of this clause 1.5 The Supplier shall ensure that the provisions of this clause X are incorporated in any sub-contracts, and that the employees, agents or representatives of all or any of the subcontractors comply with the same." and, for the avoidance of doubt; any failure by the Supplier to comply with such requirements shall be deemed a breach of a material term or condition of this Agreement for the purpose of clause XX (termination). Source: Hackney Borough Council		Terms & Conditions
To promote Design Quality Contracts to include a requirement that contractors and their supply chains:- - Develop designs that are consistent with Government policy on Architecture and the Built Environment for Northern Ireland; and - fully participate with other project stakeholders in design	Derry City Council	Requirement to be included in Works Information DESIGN QUALITY The Contractor and supply chain develop designs that are consistent with Government policy on Architecture and the Built Environment for Northern Ireland & Fully participate with other project stakeholders in design review process and workshops (e.g. Design Quality Indicator workshops) that seek to establish and enhance design quality.		TBC

<p>To minimise and manage waste Contracts to include a requirement that contractors and their supply chain prepare and submit a Site Waste Management Plan for consideration by the Government Construction Client's Project Manager prior to commencement of works.</p>	Derry City Council	<p>Requirements to be included in Works Information 1.1.4 WASTE MINIMISATION AND MANAGEMENT</p> <ul style="list-style-type: none"> The Contractor is required to implement where possible cost-effective methods of good practice waste minimisation during the design of the project and thereafter during construction. As a minimum, the Contractor should: Identify appropriate methods of waste minimisation in design before detailed design commences and report to the Project Manager on the economic and practical implications of adopting these methods during the development of the design. <p>- Agree with the Project Manager which methods of waste minimisation to implement at the appropriate design stage and demonstrate how the methods have been incorporated into the design.</p> <p>- Include a list of measures within the Site Waste Management Plan to minimise waste from on-site operations (for example, damage, theft etc) and demonstrate how these measures have been implemented.</p> <p>- The Site Waste Management Plan is to be implemented in all construction site activities in line with good practice published by Waste & Resources Action Programme (WRAP). The Plan is required to set a target for waste reduction and recovery. It is expected that this target will be set to better the current waste bench mark for project type as published in:- www.smartwaste.co.uk/benchmarking.jsp unless otherwise agreed with the Employer.</p> <p>- The Contractor is also required to meet specified minimum waste recovery rates for the waste streams with the largest cost-effective recovery potential (to be known as 'selected Quick Wins'). The Contractor is required to identify and agree with the Project Manager/Employer's Agent the key opportunities for Quick Wins on the project and set minimum recovery rates to be achieved. Specifically, the Contractor's responsibility (in association with his trade sub- Contractors and waste management Contractors where appropriate) shall be to:-</p> <p>- Identify, and continually review as the pre-construction design develops, the waste streams with the largest potential and estimate likely recovery rates to be adopted for the project: Agree with the Project Manager/Employer's Agent before the commencement of construction those waste streams that will provide the most significant opportunities for cost-effective recovery (to be known as 'selected Quick Wins') and the minimum recovery rates to be adopted for the project;</p> <p>- Meet the agreed minimum recovery rates for the selected Quick Wins unless otherwise agreed in writing by the Client:</p>		TBC
<p>To promote recycling and reuse of construction materials Contracts to include requirement that: - at least 10% of the material value of the project be derived from recycled/reuse content; and - Contractors report on the recycled/reuse content achieved using suitable standard industry tools.</p>		<p>Requirements to be included in Works Information 1.1.5 RECYCLING AND REUSE OF CONSTRUCTION MATERIALS</p> <p>As a minimum outcome, at least 10% [or as otherwise stated in A06/210] of the total value of materials used in the construction project derives from recycled and re-used content in the products and materials selected. (* see below) The Contractor must also demonstrate that the most cost effective cost-neutral opportunities to increase the value of materials deriving from recycled and re-used content (i.e. the relevant Quick Wins) have been identified and implemented, and that targeted improvements made in the total recycled content above "baseline practice" for the project have been quantified.</p>		TBC
<p>To promote environmental assessment Contracts to include a requirement that contractors and their supply chains achieve a CEEQUAL or BREEAM rating of "Excellent" and "Very Good", or equivalent, for new build and refurbishment projects, respectively</p>	Derry City Council	<p>1.1.6 ENVIRONMENTAL ASSESSMENT</p> <p>The Contractor and supply chain shall work to achieve a CEEQUAL or BREEAM rating of "Excellent" and "Very Good", or equivalent, for new build and refurbishment projects, respectively.</p> <p>The Contractor is to Construct the works in accordance with the BREEAM rating achieved during the Design Stage and obtain from the BREEAM assessor/authority a certificate certifying the works, as built, comply with the design intent and BREEAM Rating achieved at Design Stage.</p>		TBC
<p>To promote the reduction in energy and water consumption and carbon emissions. Contracts to include overarching design requirements for energy, water and low carbon design.</p>	Derry City Council	<p>Requirement to be included in Works Information 1.1.7 REDUCTION IN ENERGY, WATER CONSUMPTION AND CARBON EMISSIONS</p> <p>The Contractor is to comply (where applicable) with the minimum mandatory specifications and if possible with the best practice specifications of Defra's 'Government's Buying Standards'. See: http://www.defra.gov.uk/sustainable/government/advice/public/buying/products/index.htm</p>		TBC

<p>To promote the use of legal & sustainable timber Contracts to include a requirement that contractors and their supply chain source timber from legal and sustainable sources and provide an audit trail for chain of custody</p>	<p>Derry City Council</p>	<p>SUSTAINABLE TIMBER</p> <ul style="list-style-type: none"> • All timber and wood derived products acquired by the Contractor and supply chain for use in the performance of the contract shall be certified as legal and sustainable from a scheme or schemes which are recognised as delivering UK Government requirements for timber procurement. Acceptable certification schemes are listed on the Central Point of Expertise on Timber web-site www.proforest.net/cpet/ • For example: Forest Stewardship Council (FSC); Programme for the Endorsement of Forest Certification (PEFC); Canadian Standards Association & Sustainable Forestry Initiative with certified products containing >70% certified raw material are acceptable schemes. <p>The following clause would be included in the 'Management of the Works (A32) work section</p> <p>PROCUREMENT PROCEDURES & DISALLOWED COSTS The acceptance or procurement procedures followed by the Contractor are as follows:-</p> <ul style="list-style-type: none"> • Timber procurement procedures regarding chain of custody etc. The following is required for Category A evidence using a Certification Scheme. The certificate is acceptable if all of the points below are satisfied: - The timber is certified under one of the approved schemes; - The product is covered by the scope of the certificate; - The certificate is current with regard to its time period; & - The certificate is issued by the company selling the product to the Contractor. <p>☐</p>		<p>TBC</p>
<p>To promote the Considerate Constructors Scheme Contracts to include a requirement that contractors register projects with the Considerate Constructors Scheme.</p>	<p>Derry City Council</p>	<p>CONSIDERATE CONSTRUCTORS SCHEME</p> <ul style="list-style-type: none"> • Registration: Before starting work, register the site and pay the appropriate fee: • Contact: <ul style="list-style-type: none"> - Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 9UY. Tel. 01920 485959. - Fax. 01920 485958. - Free phone 0800 7831423 - Web. www.ccscheme.org.uk - E mail. enquiries@ccscheme.org.uk • Standard: Comply with the Scheme's Code of Considerate Practice. • Minimum compliance level: [PM/CA to complete e.g. certificate of compliance or certificate of performance beyond compliance] <p>(This clause would be included in the 'Management of the Works (A32) worksection.) 1.1.7.2</p>		<p>TBC</p>
<p>General Environmental</p>	<p>Derry City Council</p>	<p>Government Construction Clients to co-operate with other Government departments in discharging their statutory duty to act in a manner which they consider best contributes to sustainable development. This includes:-</p> <ul style="list-style-type: none"> - Taking account of any DOE strategy or guidance on sustainable development including Departmental guidance. - Compliance with the 'Policy Framework for Construction Procurement' incorporating the 'Achieving Excellence in Construction' initiative, the Government Constructions Clients Group – Sustainability Action Plan and all guidance produced by the Procurement Practitioners Group – Sustainable Construction Task Group. Main contracts to include a requirement that Main Contractors and their supply chains:- - Develop designs that are consistent with Government policy on Architecture and the Built Environment for Northern Ireland; and - Fully participate with other project stakeholders in design review process and workshops (e.g. Design Quality Indicator workshops) which seek to establish and enhance design quality. • Main contracts to include requirement that: <ul style="list-style-type: none"> - At least 10% of the material value of the project be derived from recycled/reuse; and - Main Contractors report on the recycled/reuse content achieved using suitable standard industry tools. • Main contracts to include a requirement that Main Contractors register projects with the Considerate Constructors Scheme. • The Main contracts are to comply with 'Equality of Opportunity and Sustainable Development Guidance paper' published by CPD and the equality commission for Northern Ireland. 		<p>TBC</p>

To protect and enhance the environment	Cumbria County Council	<p>Please explain how your company will...</p> <ul style="list-style-type: none"> • Improve the environmental performance of products/services? • Contribute to the protection and conservation of habitats and species? • Reduce and mitigate the impacts of climate change? • Protect and conserve water resources and where possible, improve water quality? • Help to alleviate flooding and flood contamination of water resources? • Help the Council adapt to the impacts of climate change? • Reduce greenhouse gas emissions and other air pollutants? • Promote the use of clean, low carbon energy efficient technologies? • Contribute to the Council's aim to reduce mileage and emissions associated with the transport of goods and products? • Minimise the amount of waste generated and increase re-use, recovery and recycling? <p>....over the life of the contract ? How would you measure the continuing improvement and key performance data throughout the life of the contract (and possibly beyond)?</p>	Newly created questions August 2013, please discuss with procurement project manager if further guidance is required. These statements must be developed in discussion with Procurement & Legal, they cannot be used as current	TBC
To create healthy, vibrant and inclusive communities	Cumbria County Council	<p>Will the contract/service/product:</p> <p>Please explain how your company will...</p> <ul style="list-style-type: none"> • Help to strengthen community identity, social cohesion and equality of opportunity? • Contribute to improving access to vital services such as health care, public transport and affordable housing? • Help to deliver the skills necessary for people in communities to lead more sustainable lifestyles? • Support hard to reach groups, including rural and physically isolated communities? • Help retain essential local facilities and ensure that physical access to transport, facilities, buildings and public spaces are suitable for those with a disability? <p>....over the life of the contract ? How would you measure the continuing improvement and key performance data throughout the life of the contract (and possibly beyond)?</p>	Newly created questions August 2013, please discuss with procurement project manager if further guidance is required. These statements must be developed in discussion with Procurement & Legal, they cannot be used as current	TBC
To support and strengthen a sustainable local economy	Cumbria County Council	<p>Will the contract/service/product:</p> <p>Please explain how your company will...</p> <ul style="list-style-type: none"> • Encourage innovation, entrepreneurship and diversification, especially in the environmental and low carbon technologies sector? • Help the most disadvantaged and vulnerable people and communities develop their skills and access jobs and training • Support local companies, build local supply chains and help local businesses develop export markets? • Will it stimulate the use of local companies, local products and services? • Help retain a skilled workforce, graduates and companies in Cumbria that are able to prosper in a low carbon economy? • Help to develop and attract higher paying jobs? • Help increase access for all to a range of jobs through improved training in both basic and specialised skills • Support sustainable transport and communication links? • Promote workplace travel schemes? • Help create new employment opportunities in areas of greatest need? • Promote the role of ICT in reducing journeys to work through homeworking and increasing access to training and employment opportunities? <p>....over the life of the contract ? How would you measure the continuing improvement and key performance data throughout the life of the contract (and possibly beyond)?</p>	Newly created questions August 2013, please discuss with procurement project manager if further guidance is required. These statements must be developed in discussion with Procurement & Legal, they cannot be used as current	TBC