

Oversight and Governance
Chief Executive's Department
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Delegated Decisions

Delegated Executive/Officer Decisions

Delegated Executive and Officer decisions are published every Wednesday and are available at the following link - https://tinyurl.com/ms6umor

Cabinet decisions subject to call-in are published at the following link -http://tinyurl.com/yddrqll6

Notice of call-in for non-urgent decisions must be given to the Democratic Support Unit by 4.30pm on Wednesday 3 May 2023 (due to the Bank Holiday). Please note – urgent decisions and non-key Council Officer decisions cannot be called in. Copies of the decisions together with background reports are available for viewing as follows:

- on the Council's Intranet Site at https://modgov/mgDelegatedDecisions.aspx
- on the Council's website at https://tinyurl.com/jhnax4e

The key Council officer decision may be implemented on Thursday 4 May 2023 if it is not called in. The non-key Council officer decision may be implemented immediately.

Delegated Decisions

- I. Council Officer Decision Paul Barnard, Service Director for Strategic Planning and Infrastructure:
 - I.I. Woolwell to The George Transport Scheme: Phase 2 Pre-Construction Contract Award (Pages I - 42)
- 2. Council Officer Decision, Ruth Harrell, Director of Public Health:
 - 2.1. Contract Award: Food Vouchers (Pages 43 74)

EXECUTIVE DECISION

made by a Council Officer



REPORT OF ACTION TAKEN UNDER DELEGATED AUTHORITY BY AN INDIVIDUAL COUNCIL OFFICER

Executive Decision Reference Number - COD52 22/23

Dec	Decision							
1	Title of decision:							
	Woolwell to The George Transport Schem	ase 2 Pre-Construction Contract Award						
2	Decision maker (Council Officer name and job title):							
	Paul Barnard, Service Director for Strategic Planning and Infrastructure							
3	Report author and contact details:							
	Leana Hannon							
	leana.hannon@plymouth.gov.uk							
4a	Decision to be taken:							
	Award of contract to Balfour Beatty for Pre Phase 2 of the Woolwell to The George Tr			es to complete the full detailed design of				
4b	Reference number of original executive where delegation was made:	e decis	ion or date	of original committee meeting				
	Cabinet, 09 November 2021 - Minute 201							
5	Reasons for decision:							
	To progress detailed design and secure early The George Transport Scheme through the Framework.	•						
6	Alternative options considered and rejected:							
	Alternative option: Do not award the Pre-construction contract. This has been rejected as detailed design is required to progress the project.							
	he procurement team, the nework as it represented best value for							
7	Financial implications and risks:							
	The cost of this contract award is £931,051.52. The funding for this award has already been accounted for within the approved capital project budget.							
External Levelling Up Fund (LUF) funding has been secured to deliver this scheme, and failure to within the defined timescales would result in loss of funding and reputational damage to PCC with Department for Transport.								
8	Is the decision a Key Decision?	Yes	No	Per the Constitution, a key				

(please contact Democratic Support	decision is one which:			
for further advice)	in the case of capital projects and contract awards, results in a new commitment to spend and/or save in excess of £3 million in total			
	in the case of revenue projects when the decision involves entering into new commitments and/or making new savings in excess of £1 million			
	is significant in terms of its effect on communities living or working in an area comprising two or more wards in the area of the local authority.			
8b If yes, date of publication of the notice in the Forward Plan of Key Decisions				
Please specify how this decision is linked to the Council's corporate plan/Plymouth Plan and/or the policy framework and/or the revenue/capital budget:	An efficient and sustainable transport network: This Scheme will improve journey times and reduce congestion while improving the resilience of the transport network in the north of the city.			
revenue/capital budget.	A wide range of homes: The Scheme will provide a key piece of infrastructure required to help deliver the 4,412 new homes identified for the Derriford and Northern Corridor Growth Area.			
	A green, sustainable city that cares about the environment: The Scheme will provide a comprehensive landscape plan and environmental management and enhancement plan which not only mitigates the Scheme's impact but will provide a net gain in biodiversity.			
	The Plymouth Plan: The Scheme specifically supports: Strategic Objective 1: Delivering a Healthy City "Providing a safe, efficient, accessible and health-enabling transport network which supports freedom of movement and active travel and promotes low carbon lifestyles Policy HEA6: Delivering a safe, efficient, accessible, sustainable and health-enabling transport system. Policy GR04: Using transport investment to drive growth			
	There is no anticipated impact on capital / revenue budget as external funding has been secured for this work.			
Please specify any direct environmental implications of the decision (carbon impact)	No known impact. This is a service provision which is predominantly desk-top design work.			
Urgent decisions				

	Is the decision urgent and to be implemented immediately in the interests of the Council or the public?		Yes		(If yes, please cor Support for advice	ntact <u>Democratic</u> re)	
			No	X	(If no, go to secti	on 13a)	
I2a	Reason for urgency:						
	Scrutiny Chair signature:		Date				
	Scrutiny Committee name:						
	Print Name:						
Consu	ultation						
	Are any other Cabinet		Yes	X			
F	portfolios affected by tl	ne decision?	No		(If no go to section	on 14)	
	Which other Cabinet no portfolio is affected by		Councillor Jonathan Drean, Cabinet Member for Transport				
13c I	Date Cabinet member	consulted	05/01/2	2023			
	Has any Cabinet memb				If yes, please discuss with the Monitoring Officer		
(decision?			X			
	Which Corporate Man		Name				
	Team member has bee	en consulted?	Job tit	le	Strategic Director for Place		
			Date o	Date consulted 24/04/2023			
Sign-c	off						
	Sign off codes from the departments consulted			cratic Sup _l latory)	port	DS141 22/23	
			Financ	ce (mandat	tory)	DJN.22.23.437	
			Legal	(mandator	MS/00001414/31.03.2		
			Huma	n Resource			
			Corpo applica	orate prope able)			
			Procu	rement (if	applicable)	KK/PS/678/ED/0423	
Appendices							

17	Ref. Title of appendix									
	Α	WTTG Phase 2 Pre-construction Briefing Report								
	В	Equalities Impact Assessment								
Conf	Confidential/exempt information									
18a	Ba Do you need to include any confidential/exempt information? X If yes, prepare a second, confidential ('Part II briefing report and indicate why it is not for publication by virtue of Part 1 of Schedule 12						ot for			
		G Phase 2 Pre-construction Contract rd Report	No		of 1	the Loca	I Governi t box in I	ment Act	: 1972 by	
	Exemption Paragraph Number									
			ı	2		3	4	5	6	7
18b	Confidential/exempt briefing report title:									
Back	grour	nd Papers								
19	Please	e list all unpublished, background pape	rs releva	nt to	the	decision	in the tal	ole below	,	
	disclo	ground papers are <u>unpublished</u> works, use facts or matters on which the repo formation is confidential, you must inc Jule 12A of the Local Government Act	rt or an licate wh	impoi ny it is	rtant not	t part of for pub	the work lication b	is based	. If some	e/all of
	Ti	tle of background paper(s)			Exe	emption	Paragra	aph Nur	nber	
			1		2	3	4	5	6	7
Cou	ncil O	fficer Signature								
20	I agree the decision and confirm that it is not contrary to the Council's policy and budget framework, Corporate Plan or Budget. In taking this decision I have given due regard to the Council's duty to promote equality of opportunity, eliminate unlawful discrimination and promote good relations between people who share protected characteristics under the Equalities Act and those who do not. For further details please see the EIA attached.									
Signa	ature	Tay 1	Date o	of dec	isio	n 2	24/04/202	3		
Print	Print Name Paul Barnard									

WOOLWELL TO THE GEORGE: PHASE 2 (PRE-CONSTRUCTION)

Briefing Note



I. INTRODUCTION

- 1.1. This contract award report is in relation to the award of a contract for the pre-construction of Phase 2 for the Woolwell to The George (WTTG) project. The works involve a range of civil engineering activities including road widening, provision of new and improvement of existing cycle facilities, upgrades of pedestrian crossings, drainage works, traffic signal installations and carriageway reconstruction and surfacing.
- 1.2. It is proposed that the procurement approach is to utilise the Scape Procure Civil Engineering & Infrastructure Framework. This approach has been selected due to the very tight timescales for this project, it has proven to be a successful delivery model for other Council schemes, it is a framework which was awarded to Balfour Beatty through a compliant competitive tender, and it involves competitive tendering of works packages and therefore highlights value for money.
- 1.3. This award report commissions critical items of the pre-construction phase, such as environmental surveys and assessments, utilities surveys and assessments, outline and detailed design tasks.

2. BACKGROUND

- 2.1. The Woolwell to The George scheme aims to alleviate congestion at the notorious pinch-point between Woolwell Roundabout and The George, on the A386 Tavistock Road. More than 30,000 vehicles use this section of road each day and there are often queues and delays at peak times, caused by traffic having to merge over very short distances.
- 2.2. This award report covers Phase 2 only which is detailed below:
- 2.3. New dedicated walking and cycling facilities, linking the George Park and Ride site with the existing Woolwell community and 2,000 new houses at the WUE development, which will improve access to the Park and Ride site from Plymouth's Strategic Cycle Network.
- 2.4. Woolwell Roundabout will be upgraded to a signalised junction, increasing capacity and improving pedestrian and cycle crossings.
- 2.5. Improved capacity on the A386 Tavistock Road will be provided by the dualling of the carriageway from Woolwell Roundabout to the Park and Ride site, enhancing accessibility to the Park and Ride site by vehicles travelling in from Northern Plymouth and beyond.

3. REQUIRED PROJECT APPROVALS

- 3.1. The works are considered to be permitted development and therefore planning permission is not required. A certificate of lawful development has been obtained from Plymouth City Council Planning Department (ref. 22/01469/PRUS). An Environment Impact Assessment (EIA) screening review was also undertaken, this confirmed that the Phase 2 development does not trigger the requirement for an EIA.
- 3.2. The 'WTTG in principle CPO resolution Cabinet Report' was discussed and approved at the Plymouth City Council Cabinet Meeting on 9 November 2021.

- 3.3. Phases 2 and 3 of the Woolwell to The George project are to be funded from the Levelling Up Fund (LUF) which was awarded in October 2021. The deadline for spending the LUF funding is 31 March 2024. Project updates are currently reported back to the DfT as part of the project monitoring process.
- 3.4. Additional approvals to be obtained include the Traffic Regulation Orders and the Temporary Traffic Regulation Orders which will be undertaken at the appropriate points within the construction programme.
- 3.5. Phase 2 requires land outside of the Council's ownership. It is a priority to secure all third party land by agreement wherever possible however, a Compulsory Purchase Order (CPO) will be progressed alongside the ongoing negotiations in case agreement cannot be reached. The CPO process is being managed by PCC however due to the highly sensitive nature of this the Contractor is required to exercise absolute discretion and confidentiality, this also applies to the Contractor's full supply chain involved with the project.
- 3.6. Additionally Side Road Orders (SROs) will also be required under Phase 2.

4. PROCUREMENT STRATEGY PROCESS

- 4.1. The Council's Procurement and Legal teams undertook a review of the procurement strategy in November 2019. The procurement team and transport officers undertook a further review in April 2022, which identified three potential options for procuring construction projects such as Woolwell to The George.
 - Option I: Full OJEU process, involving an EU wide competitive process to source a construction contractor (this includes fully open and restricted tender options).
 - Option 2: Available Public-Sector Frameworks, such as PAGBO. These have already been through an EU wide competitive process run by another public body which PCC can use ("call-off").
 - Option 3: Plymouth City Council's Term Maintenance contract with South West Highways for smaller sections of works. Plymouth City Council has an existing term maintenance contract with contractor South West Highways.
- 4.2. These three main options, as identified at the time, are summarised in the table below:

Options for procurement routes

Process / Framework	Overview	Pros	Cons
Option I - OJEU (or now "Find a Tender")	Contracts valued above WORKS OJEU threshold of £5,336,937 (inc 20% VAT) required a process fully compliant with the regulations. Post-Brexit it looks like this involves publishing on the UK Government's Find a Tender website (FTS).	Widely advertised increases level of competition (potential to reduce costs and increase innovation) -Due to advertisement — any interested supplier can express an interest	More expensive to run than framework procurement More expensive for suppliers to undertake than framework procurement Time-consuming-Need to create all

	Various options: Open Procedure; Restricted Procedure; Competitive Procedure with Negotiation; Competitive Dialogue (Depending on the scope / complexity / level of competition in market)	Freedom to tailor procurement to our exact requirements including: procurement model i.e. D&B, construction, design, 2 stage with PCA +T&Cs -Flexibility of choice of T&Cs -No framework fee	documents, minimum timescales set by regulations. Significantly longer where negotiation involved (It is estimated, based upon recent PCC experience, that an OJEU procurement for a complex civils project would require 12-15 months before a contract could be awarded and detailed design started.) High level of compliance required-extensive review and auditing Unknown quantity to evaluate Need to assess supplier suitability (unlike frameworks)
Option 2 - Available Public-Sector Frameworks (See Table 5)	These have already been through an EU wide competitive process run by another public body which PCC can use ("call-off"). PCC has access to many available public-sector frameworks. This option would remove the need for OJEU (or FTS) (as frameworks have already been through an OJEU process) and therefore would be expected to have benefits for the scheme programme and significantly reduce procurement costs.	Removes the need for OJEU/FTS procurement (as frameworks have already been through an OJEU process) Supplier suitability already assessed (no need to undertake SQ stage and know suppliers are suitable) Significantly lower procurement costs compared to OJEU/FTS Faster compared to OJEU/FTS PCC would enjoy the economies of scale inherent in using a national/regional framework. Terms and conditions already agreed	Set procedure and other key documentation such as T&Cs reduces ability for PCC to tailor to our exact requirements Using a framework reduces the potential level of competition compared to open market Limited to choice of suppliers appointed on framework Framework fee (added cost)

Option 3 -Highways Term Maintenance Contract

Utilise the Council's Highways Maintenance Contract with South West Highways for smaller sections of works.

Plymouth City Council has an existing term maintenance contract with contractor South West Highways which has been used for the delivery of a range of major road and other infrastructure projects.

The following clause in the contract enable the Council to direct award projects to SWH:

"The Employer may, at its discretion, commission the delivery of nonmaintenance schemes via the Contract, typically up to a maximum individual scheme value of £1.5M. Any decision as to whether or not to commission individual schemes in this way shall be dependent upon, amongst other things, the Contractor's demonstration of value for money, assured quality of finished product, deliverability and compliance with programme requirements (and without adversely impacting upon the Contractor's ongoing delivery of core maintenance works), and appropriate experience and ability. Examples of schemes may include, but will not be limited to. junction, roundabout and accessibility improvements, road widening, and neighbourhood, living

Removes the need for OJEU procurement (contract has already been let through an OJEU process)

Supplier suitability already assessed- (no need to undertake SQ stage and know suppliers suitable)

Significantly lower procurement costs compared to OJEU and framework

Faster compared to OJEU and framework due to direct award and contract already in place

Contract has been in place for a number of years now and SWH have a proven track record of completing similar projects

The contract has an extensive schedule of rates relating to Highways works. These rates would apply to any additional works

Terms and conditions already agreed

Direct Award reduces competition and competitive pressure on supplier

Set procedures and other key documentation such as T&Cs reduces ability for PCC to tailor to our exact requirements/ some things may not readily fit into current contract

Supplier capacity- will the supplier have capacity to undertake current maintenance contract AND additional works. Questions regarding quality impact

Risk of supplier challenge- why are we not competing to open market? = reputational damage

streets and local safety	
improvements	

4.3. The three options detailed above could be procured through a design and build or traditional construction only approach. These additional options are detailed below.

Design and Build Contract

- 4.4. The procurement strategy set out in the Business Case indicated that a Design and Build contract utilising the Scape framework would be the most likely form of procurement.
- 4.5. A Design and Build (D&B) contract would involve going to tender based on the outline scheme design. A D&B contract would allow a 'sense check' of the scheme costs from the market at an early stage, and would allow contractors to input into the scheme design, and potentially in value engineering, at an early stage. However, contractors would be likely to cost risks involved in the design not being at a more detailed stage and hence a higher price might be received. The advantage of the Scape framework is that the construction element will be re-priced at the end of the detailed design stage (pre-construction stage), at this stage risks should be eliminated or reduced, and the design will be complete. This approach is similar to a two stage tender process.
- 4.6. The advantages and disadvantages of a D&B contract are considered to be:

Design and Build Route				
Advantages	Disadvantages			
Speed of delivery – the D&B approach would allow a shorter programme, due to the contractor being involved at an earlier stage and the level of design control that is given to the contractor.	Scheme costs – the contractor would be likely to price the risks in the design not being at a more detailed stage which could be likely to result in higher tender prices.			
Reduction in risk – the contractor would be responsible for the design and construction of the scheme, meaning PCC would be able to more effectively transfer some risks to the contractor, and would have a single point of responsibility rather than the design and construction elements being commissioned separately.	Inflexibility – there would be only limited scope for PCC to make changes to our requirements once the contractors proposals have been agreed; this would require us to ensure we have a firm and robust set of client requirements, otherwise there may be significant costs in changing the design.			
Acceptance of design – given that the contractor would be responsible for producing the detailed design, the contractor will 'buy in' to the scheme and the detailed design is more likely to be buildable.	Design quality – there is often a perception that a contractor may be driven by price, and hence a D&B route might not be appropriate if a high quality design is required.			
Cost certainty – the costs received from the tender process are more likely to provide cost certainty given the contractors involvement in the design process.				
Value Engineering – earlier involvement of contractors in the design process would allow their involvement in value engineering if needed.				

Client management – a D&B contract can			
involve lower client management costs given the			
reduced programme and that the design and			
construction elements aren't commissioned			
separately.			

Construction Only Contract

- 4.7. The procurement strategy set out in the Outline Business Case assumed a Design and Build contract would be used. However, there may be some advantages in using a Construction Only contract.
- 4.8. In a Construction Only (CO) contract, the design process is kept separate from the construction process, meaning that tendering would be carried out following the detailed design stage. This would mean that tender prices would be based on more detailed scheme designs, which could result in lower prices as risks should be lower. However, a CO contract would limit contractor involvement in value engineering, and may reduce time available for design modifications. The advantages of Early Contractor Involvement, such as buildability and traffic management reviews would not be as readily available under this option. It would also require an extension of the project programme, as a robust scheme price would only be achieved once the contract had been priced by contractors, potentially delaying submission of the Full Business Case to the DfT.
- 4.9. The advantages and disadvantages of a CO contract are set out below:

Construction Only Route				
Advantages	Disadvantages			
Potential lower scheme costs – tender prices would be produced based on detailed designs, which should result in lower risks being costed and hence lower tendered prices being received.	Scheme programme – the CO approach would require the current scheme programme to be lengthened, meaning that submission of the Full Business Case to the DfT would be delayed by 9-12 months, with subsequent delays to the start of construction works.			
Simpler tender process – there should be a simpler tendering and evaluation process, as all prices are based on the same information and there is less need for contractors to build in risk elements.	Fragmented responsibility – given that the design and construction elements are commissioned separately, this can result in disputes over whether construction defects are really construction defects or design defects. This process does not effectively allow for the allocation of risks, or risk transfer to the contractor.			
Design process – as the design would be separately commissioned, we would retain responsibility and control of the design team.	Contractor 'buy-in' – the contractor is not involved in the design process and is not required to 'buy in' to the design; there is also limited opportunity for the contractor to be involved in value engineering.			

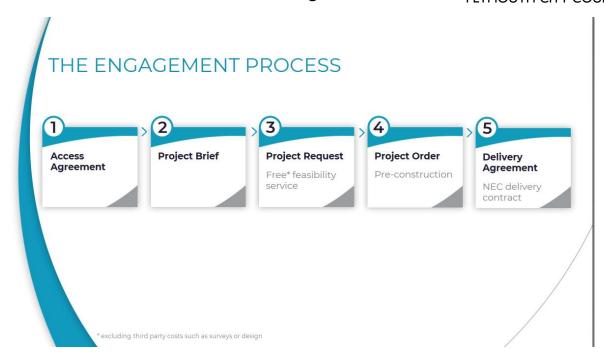
4.10. The conclusion from an internal review was that a Design and Build procurement route should be adopted (as originally intended), which would allow a contractor to be commissioned at an early stage, who would develop the detailed design and also consider buildability and proposed traffic management and phases. This is considered particularly important given the sensitivity of the network, and therefore there is the option to model proposed traffic management to establish its impact in advance.

Procurement Strategy Conclusion

- 4.11. The above three options have been reviewed by Strategic Planning and Infrastructure team. This review has concluded that the best option was to utilise an existing available framework.
- 4.12. The use of a framework would allow a shorter project programme, whilst still ensuring best value as the framework options that were assessed as being appropriate for the scheme were all competitively tendered. OJEU was also considered as part of this assessment however is not deemed feasible due to the timeframe constraints of the project and the availability of resources to undertake a procurement process via this route.
- 4.13. The review of available frameworks has concluded that the Scape Procure Civil Engineering and Infrastructure Framework is an appropriate and available framework, and is the most suitable mechanism to procure the contract.
- 4.14. Additional information on Scape Procure Civil Engineering and Infrastructure Framework and the reasons for its selection are provided below.

5. SCAPE PROCURE CIVIL ENGINEERING & INFRASTRUCTURE FRAMEWORK

- 5.1. The Scape Group is a Local Authority controlled company wholly owned by Derby City, Derbyshire County, Gateshead, Nottingham City, Nottinghamshire County and Warwickshire County Councils in equal shares.
- 5.2. Scape was formed under section 95 of the 2003 Local Government Act and incorporated on 21 December 2005. It began trading on 1 April 2006. Scape acts as a Contracting Authority and Central Purchasing Body as defined in the EU Procurement Directives.
- 5.3. The Groups vision is to be leaders in collaborative working, providing cost effective solutions by using simple, easy to use and hassle free processes which deliver an inclusive and engaging experience for clients and the communities they serve.
- 5.4. Scape Procure Civil Engineering & Infrastructure Framework is delivered by Balfour Beatty, a leading international infrastructure group with more than 100 years of experience in complex infrastructure projects. Works under the Civil Engineering and Infrastructure Framework are valued from £1m to £40m and above.
- 5.5. This framework enables civil engineering and infrastructure works in sectors such as environmental, engineering, transportation, leisure, recycling and waste, defence, ports, harbours and marine, flood defence and coastal engineering, energy, education, industrial, commercial and other public sector assets.
- 5.6. To deliver value and certainty for civil engineering projects, Scape and Balfour Beatty follow a 5 stage process:



- 5.7. Stages I-3 of the process are undertaken at Balfour Beatty's cost and therefore with no cost to the Council. The Council does not have to commit to all stages at once. Just because the Council commissions pre-construction activities (detailed design for example) does not mean that they are bound to issue a subsequent construction contract as well. It therefore offers great flexibility.
- 5.8. The Scape 2 framework has been utilised for other current contracts under the Woolwell To The George scheme, including Phase I pre-construction and enabling works contracts. Although a new iteration of the framework, Scape 3, is in operation, use of the Scape 2 framework will provide contractual consistency across all phases of the project, and will be applicable for the Phase 2 PSC contract in line with the Project Orders executed to date.

6. ENSURING VALUE FOR MONEY WITH THE SCAPE FRAMEWORK

- 6.1. This procurement path ensures value for money as the Scape Framework is an OJEU compliant and OJEU procured framework. It was subject to EU wide competition when it was set up to ensure/maximise value for money and quality.
- 6.2. Balfour Beatty were awarded the contract as a sole supplier based on their competitive tender and is able to further demonstrate value for money by competitively tendering the subcontracted work packages through its extensive supply chain. This means that all of the project spend under this framework will have been subject to competition. Even though Balfour Beatty is the sole supplier under this framework this does not result in a monopolistic situation as Balfour Beatty were subject to EU wide competition to win the framework opportunity in the first place and the construction work for the project will be competitively tendered by Balfour Beatty. The Council can have input into that sub-contracting process if it wishes to.
- 6.3. The Scape Framework has also been used to procure design and construction services as part of the Council's South Yard project, Charles Cross Roundabout Redevelopment and more recently, the Forder Valley Link Road scheme, which have reported a good positive experience.
- 6.4. The Scape process requires detailed design to be undertaken as part of the pre-construction stage and therefore before the scheme is 100% market tested prior to submission of the construction price. Therefore, using this framework means that detailed design of the WTTG scheme has been completed ahead of agreement of the target or lump sum price (depending upon which option is selected); this approach means that the construction costs are more certain at the point when the construction contract is signed.

6.5. The lump sum price is adjusted by using the Compensation Event process to instruct changes to the scope of works. Compensation Events (CEs) may be issued at any point throughout the period of the contract duration. Examples of CEs may be to cover specific changes, additions, reductions, or removal of elements of the scoped work.

Contractor's Procurement and Management of Supply Chain

- 6.6. Although the Scape Framework is a sole supplier award, best value through Balfour Beatty's supply chain is achieved through competitively tendering individual work packages where subcontractors are required through its extensive supply chain. This approach demonstrates value for money by project spend under this framework being subject to competition. For the purpose of the pre-construction tasks, Balfour Beatty have tendered the design works. Following this a tender review was undertaken between Balfour Beatty and Council representatives
- 6.7. By fostering collaborative, honest and open relationships, Balfour Beatty can drive performance improvement across all areas of their supply chain.

Enhancing Value

- 6.8. By working in partnership with key supply chain partners, Balfour Beatty enhance value and minimise risk; specific examples of this include the following:
 - Collaborative planning forums removes duplication and re-work for follow-on trades, by identifying constraints which may impact on interfacing works;
 - Risk and opportunity workshops identifying key risks and opportunities which are jointly managed across all suppliers for particular work sections;
 - Value stream mapping ensuring that offsite fabrication aligns with the required delivery programme and identifying bottlenecks to allow early mitigation;
 - Co-location of supply chain and project staff teams working together, removing the risk of segregation;
 - Expedition of critical materials actively managing demand peaks and troughs to avoid delays.

Tendering Processes - Approval, Selection and Performance Management

- 6.9. A critical aspect of the project delivery is ensuring the correct supply chain are engaged. Balfour Beatty do this with their supply chain through the implementation of strict supply chain selection and approval processes which includes:
 - Supply Chain Rationalisation Balfour Beatty review the volume of suppliers they actively trade with to ensure that they work with only the best suppliers and drive efficiencies.
 - Supplier Approval Process all new suppliers and subcontractors are required to undergo a rigorous pre-qualification assessment procedure and are required to demonstrate their capabilities and competence in all aspects of their business.
 - Supplier Performance Management once approved, annual audits are carried out to ensure standards are maintained and continuous improvement targets are set and achieved. Where necessary, improvement plans are implemented to increase performance.
 - Supplier Selection Balfour Beatty use an evaluation tool to identify and select supply chain partners based on a series of value adding criteria (not simply lowest price). The selection criteria for each package is bespoke to reflect the constraints, risks and opportunities associated with that specific element of works. Selection criteria can include:
 - Health and Safety Culture

- Technical expertise and competence of supervisors and technical support
- Capability and Capacity (including track record for delivery)
- Use of local labour force and a local supply chain
- Competitiveness of a robust price and transparency of cost base
- Robust risk assessments and risk mitigation plans
- Effective project controls to manage quality (systems, processes and practical evidence),
 time, cost, maintaining and improving programme
- Proposals for continuous improvement and increasing productivity
- Supply chain mapping the identification of sub-tiers of supply, sources of raw materials and country of origin
- Innovation
- Sustainability initiatives

Risk Management

- 6.10. Risk management within a contractor's supply chain is critical and Balfour Beatty ensure that risks are managed and mitigated at a macro level as well as throughout the lifecycle of the project.
- 6.11. Supply chain risks are managed and mitigated though detailed, bespoke procurement strategies.
- 6.12. Some of the most common supply chain risks that Balfour Beatty monitor and manage are:
 - Supply Chain Vulnerability Supply Failure and Supplier Failure
 - Macro-Environmental Risks Political, Economic, Social, Technological and Legal
 - Anti-Competitive Behaviour Price Fixing
 - Sustainability Economic, Social and Environmental
 - Health and Safety Policy, Performance and Investment
 - Commercial Cost Certainty
 - Programme Delivery and Completion
 - Quality Products and Workmanship
- 6.13. Two of the most significant risks in the current market are that of Supply Failure and Cost Escalation brought about by the increasing likelihood of an imbalance between the demand on the supply chain and their capacity and capability to supply. These risks are managed closely through Balfour Beatty's supplier relationship management programmes and through the effective execution of project procurement strategies.

Managing Health, Safety and Wellbeing

- 6.14. The health, safety and wellbeing of employees and everyone else affected by project activities are fundamental. Balfour Beatty require that everyone who works for or with them:
 - Embeds health and safety as core elements in all they do
 - Takes a lead in requiring and delivering excellent health and safety
 - Works with them to eliminate the risk of serious harm from all activities
 - Upholds and promotes their policies and expected behaviours
 - Is intolerant of unsafe behaviour, short cuts and unplanned work

- Supports those who challenge these unsafe practices, and holds people to account if they don't conform
- Insists that everyone is involved, informed and engaged
- Challenges, learns and innovates to reduce risk
- Reports potentially unsafe incidents and injuries, and investigates fully to learn lessons
- Comes to work in a fit condition

Sustainable Procurement

- 6.15. Balfour Beatty are committed to working with the supply chain to:
 - Maximise the engagement of local labour and suppliers
 - Measure, understand and minimise greenhouse gas emissions and use of water
 - Apply lifecycle thinking to the provision of lower impact products, materials and services
 - Reduce and avoid the disposal of waste to landfill
 - Provide responsibly sourced construction materials with high recycled contents
 - Develop their collaborative approach to sustainable and responsible procurement
 - Implement effective controls to guard against Modern Slavery
 - Maximise the total amount of social vale generated by the project

7. PRE-CONSTRUCTION PHASE

- 7.2. This award report is for activities associated with the pre-construction of Phase 2 of Woolwell To The George. To ensure value for money, Balfour Beatty tendered this design work and an assessment was undertaken to identify AECOM as the preferred supplier.
- 7.3. Early Contractor Involvement (ECI) will be ongoing throughout the detailed design helping to drive savings and overcome potential construction issues before the design is finalised. This will also allow buildability reviews and traffic management during construction to be considered and embedded into the design solutions.

8. CONTRACT RISK ALLOCATION AND TRANSFER

- 8.1. The Council has a robust Risk Management Strategy which will be used to manage risks within this project by wherever possible eliminating these risks or providing mitigation to reduce them as far as possible. The scheme delivery strategy is designed to maximise the use of the Council's in house skills and where appropriate pass risk on scheme construction and delivery to those best placed to deal with such risks.
- 8.2. A risk workshop is proposed to be held during the pre-construction stage, as was done with Phase I pre-construction. At the workshop, all elements of the scheme development and delivery will be discussed, with the objective of updating the existing risk registers to ensure that all project risks were captured. This process will ensure a comprehensive review of risks at this stage of the project, leading to the development of an extensive risk register.
- 8.3. The Quantified Risk Assessment will be updated to cover both the design and construction elements of the scheme. Risks have will be allocated to the most appropriate owner and are shown to be either the responsibility of the Council, the Contractor or shared. As it is a live document, this will continue to be reviewed at monthly progress meetings; as risks are closed they will be removed from the Risk Register or if risks materialise they will be placed on an issues log.

9. CONTRACT PROGRAMME

9.1. The key milestones within the pre-construction programme are set out below but it is important to note that the programme is under review with the contractor and their design to accelerate where possible to bring forward the on site start date.

Milestone	Activity
Designer Mobilisation	Mobilisation of designer to undertake review and progress design
Initial Pre-Construction Award	Detailed Design commences
Full Pre-Construction Award	Full scope defined
Outline Design Completed	Completion of Outline Design and associated tasks.
Detailed Design Completed	Completion of Detailed Design and associated tasks

10. CONTRACT MANAGEMENT

- 10.1. The Council already has a robust contract management process in place for this scheme and has secured external contract management support through consultants WSP to assist in the tender documentation preparation, evaluation of bids and administration of the contract during preconstruction and the lead up to the construction stage.
- 10.2. This approach enables WSP to fully scrutinise and challenge all works and prices on behalf of the Council, in order to ensure that the contractor is achieving value for money and following the approach identified within their brief and the Employer's Requirements. WSP have direct experience of managing highway engineering contracts for many public sector clients, and have recently undertaken this role on the Woolwell to The George Phase I pre-construction and enabling works as well as Council schemes such as Plymouth Road, Forder Valley Link Road and Forder Valley Interchange.
- 10.3. Key activities which the Contract Management team (WSP and PCC) will undertake include:
 - Negotiate the full pre-construction fee
 - Review and approve the detailed design proposals;
 - Ensure that value management procedures are implemented in order to minimise costs without adversely affecting quality;
 - Issue works instructions to the Contractor for any potential early enabling works;
 - Monitor works progress against both programme and forecast spend profiles, and check quality of the deliverables;
 - Review and agree the assessments of any compensation events;
 - Review and pay monthly and final valuations; and
- 10.4. The Contractor's Project Manager will be required to attend monthly progress meetings (or more frequently where considered appropriate) with the Council.
- 10.5. Contract change management will be overseen by the Council and their agents. The Contractor must notify the Client Project Manager, of any matter through an Early Warning, which could increase the prices, delay completion or impair the performance of the works in use.
- 10.6. Changes to the scope may be instructed through the Compensation Event process. This allows the Employer (PCC) the capacity to subsequently change the lump sum price.

11. FINANCIAL IMPLICATIONS

- 11.1. This contract award is for the pre-construction works for the Woolwell To The George Phase 2.
- 11.2. The total contract value under this award is £931,051.52.
- 11.3. The funding for this award has already been accounted for within the LUF funding and agreed at Cabinet 09 November 2021.



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The following relates to exempt or confidential matters (Para(s) 3 of Part 1, Schedule 12A of the Local Govt Act 1972). Any breach of confidentiality could prejudice the Council/person/body concerned & might amount to a breach of the councillors /employees codes of conduct.

Document is Restricted



EQUALITY IMPACT ASSESSMENT – WOOLWELL TO THE GEORGE

SECTION ONE: INFORMATION ABOUT THE PROPOSAL

Author(s):	Leana Hannon	Department and service:	Place	Date of	20/04/2023			
This is the person completing the EIA template.				assessment:				
Lead Officer:	Philip Heseltine	Signature:	Ash All	Approval	24/04/2023			
Please note that a Head of Service, Service Director, or Strategic Director must approve the EIA.			Willes-	date:				
Overview:	This Decision commissions the full detailed design and surveys for Phase 2 of the Woolwell to The George scheme. The scheme will involve a range of civil engineering activities including road widening, provision of new and improvement of existing cycle facilities, upgrades of pedestrian crossing, drainage works, traffic signal installations and carriageway reconstruction and surfacing.							
Decision required:	Award of contract to Balfour Beatty for Pre-construction services, to complete the full detailed design of the Phase 2 of the Woolwell To The George Transport Scheme.							

SECTION TWO: EQUALITY IMPACT ASSESSMENT SCREENING TOOL

Potential external impacts:	Yes		No	✓
Does the proposal have the potential to negatively impact service users, communities or residents with protected characteristics?				
Potential internal impacts:	Yes		No	✓
Does the proposal have the potential to negatively impact Plymouth City Council employees?				
Is a full Equality Impact Assessment required? (if you have answered yes to either of the questions above then a full impact assessment is required and you must complete section three)	Yes		No	✓
If you do not agree that a full equality impact assessment is required, please set out your justification for why not.	No adverse	impacts have bee	n identified.	

SECTION THREE: FULL EQUALITY IMPACT ASSESSMENT

Protected characteristics (Equality Act, 2010)	Evidence and information (e.g. data and consultation feedback) All data is from the 2011 Census except for age and sex which has been updated with 2021 data. Data will be updated with the 2021 Census data as it becomes available.	Adverse impact	Mitigation activities	Timescale and responsible department
Age	Plymouth • 16.4 per cent of people in Plymouth are children aged under 15. • 65.1 per cent are adults aged 15 to 64. • 18.5 percent are adults aged 65 and over. • 2.4 percent of the resident population are 85 and over. South West • 15.9 per cent of people are aged 0 to 14, 61.8 per cent are aged 15 to 64. • 22.3 per cent are aged 65 and over. England • 17.4 per cent of people are aged 0 to 14. • 64.2 per cent of people are aged 15 to 64. • 18.4 per cent of people are aged 65 and over. (2021 Census)	No adverse impact has been identified.	None	N/A

Disability	9.4 per cent of residents in Plymouth have their activities limited 'a lot' because of a physical or mental health problem. 12.2 per cent of residents in Plymouth have their activities limited 'a little' because of a physical or mental health problem (2021 Census)	No adverse impact has been identified.	Formal crossing facilities will be upgraded to support the visually and mobility impaired.	Project Manager
Gender reassignment	0.5 per cent of residents in Plymouth have a gender identity that is different from their sex registered at birth. 0.1 per cent of residents identify as a trans man, 0.1 per cent identify as non-binary and, 0.1 per cent identify as a trans women (2021 Census).	No adverse impact has been identified.	None	N/A
Marriage and civil partnership	40.1 per cent of residents have never married and never registered a civil partnership. 10 per cent are divorced, 6 percent are widowed, with 2.5 per cent are separated but still married.	No adverse impact has been identified.	None	N/A
	0.49 per cent of residents are, or were, married or in a civil partnerships of the same sex. 0.06 per cent of residents are in a civil partnerships with the opposite sex (2021 Census).			
Pregnancy and maternity	The total fertility rate (TFR) for England was I.62 children per woman in 2021. The total fertility rate (TFR) for Plymouth in 2021 was I.5.	No adverse impact has been identified.	None	N/A

Race	In 2021, 94.9 per cent of Plymouth's population identified their ethnicity as White, 2.3 per cent as Asian and 1.1 per cent as Black (2021 Census)	No adverse impact has been identified.	None	N/A
	People with a mixed ethnic background comprised 1.8 per cent of the population. I per cent of the population use a different term to describe their ethnicity (2021 Census)			
	92.7 per cent of residents speak English as their main language. 2021 Census data shows that after English, Polish, Romanian, Chinese, Portuguese, and Arabic are the most spoken languages in Plymouth (2021 Census).			
Religion or belief	48.9 per cent of the Plymouth population stated they had no religion. 42.5 per cent of the population identified as Christian (2021 Census).	No adverse impact has been identified.	None	N/A
	Those who identified as Muslim account for 1.3 per cent of Plymouth's population while Hindu, Buddhist, Jewish or Sikh combined totalled less than 1 per cent (2021 Census).			
Sex	51 per cent of our population are women and 49 per cent are men (2021 Census).	No adverse impact has been identified.	None	N/A
Sexual orientation	88.95 per cent of residents aged 16 years and over in Plymouth describe their sexual orientation as straight or heterosexual. 2.06 per cent describe their sexuality as bisexual, 1.97 per cent of people describe their sexual orientation as gay or lesbian. 0.42 per cent of residents describe their sexual orientation using a different term (2021 Census).	No adverse impact has been identified.	None	N/A

SECTION FOUR: HUMAN RIGHTS IMPLICATIONS

Human Rights	Implications	Mitigation Actions	Timescale and responsible department
	It might not be possible to deliver the necessary improvements without land outside the Council's ownership, however the impact on private landowners will be minimised as much as possible and every effort will be made to secure any necessary land through agreement. Throughout the scheme development regard has and must continue to be had to the fair balance that has to be struck between the competing interests of the individual and those of the community as a whole.	Consultation and negotiation will continue to take place with affected landowners.	2025/2026 SP&I

SECTION FIVE: OUR EQUALITY OBJECTIVES

Equality objectives	Implications	Mitigation Actions	Timescale and responsible department
Celebrate diversity and ensure that Plymouth is a welcoming city.	No adverse impact has been identified.		
Pay equality for women, and staff with disabilities in our workforce.	No adverse impact has been identified.		
Supporting our workforce through the implementation of Our People Strategy 2020 – 2024	No adverse impact has been identified.		
Supporting victims of hate crime so they feel confident to report incidents, and	No adverse impact has been identified.		

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working with, and through our partner organisations to achieve positive outcomes.		
Plymouth is a city where people from different backgrounds get along well.	No adverse impact has been identified.	

EXECUTIVE DECISION

made by a Council Officer



REPORT OF ACTION TAKEN UNDER DELEGATED AUTHORITY BY AN INDIVIDUAL COUNCIL OFFICER

Executive Decision Reference Number - COD51 22/23

Dec	ision						
ı	Title of decision: Contract Award: Food Vouchers						
2	Decision maker (Council Officer name and job title): Ruth Harrell, Director of Public Health						
3	Report author and contact details: Janet Greaves-Stocker, janet.greaves-stocker@plymouth.gov.uk						
4a	Decision to be taken: In order to support the health and well-being of the most disadvantaged children and continued engagement in their education, this report recommends that the Council approves the award of a contract to Wonde Limited to deliver eVoucher codes at an estimated total cost of around £2million, to cover May, October and February half term holidays, the Summer Holiday and the Christmas Holiday periods during 2023/24						
4b	Reference number of original executive decision or date of original committee meeting where delegation was made: L27 22/23						
5	Reasons for decision: The intention is to ensure that there is a contract in place for a provider of eVouchers from April 2023 to March 2024, so that if the City Council again commits Household Support Funding (HSF) to Free School Meals and other vulnerable families for this period there is a method for delivering this support.						
	This procurement does not prevent the City Council from deciding not to use the HSF funding in this way during the 2023 – 24 financial year.						
6	Alternative options considered and rejected:						
	Option I: Do Nothing						
	This is not an option as the Council has been awarded HSF grant funding to support vulnerable households, of which families with children on low incomes are a target group based on local and national intelligence. To not use or accept this funding would be to the detriment of Plymouth families.						
	Option 2: Deliver food parcels						
	Food parcels - PCC (CATERed) does not have the capacity or capability to deliver a cost effective solution due to the practicalities that would be required to produce and distribute food parcels.						
	Option 3: Provide cash payments or post office vouchers						
	This option would require a significant amount of preparatory work which couldn't be carried out in time for May half-term. Additionally, the procurement of pre-payment cards would incur service cha						
7	Financial implications and risks: None, the funding is provided through the government's Household Support Fund monies.						
8	Is the decision a Key Decision? Yes No Per the Constitution, a key						

	(please contact Democratic Suppor	+		decision is one which:				
	for further advice)							
	,		X	in the case of capital projects and contract awards, results in a new commitment to spend and/or save in excess of £3million in total				
		X		in the case of revenue projects when the decision involves entering into new commitments and/or making new savings in excess of £1 million				
		X		is significant in terms of its effect on communities living or working in an area comprising two or more wards in the area of the local authority.				
8b	If yes, date of publication of the notice in the Forward Plan of Key Decisions	•						
9	Please specify how this decision is linked to the Council's corporate plan/Plymouth Plan and/or the polic framework and/or the revenue/capital budget:	and al	This proposal links to the Child Poverty agenda for the city and also A Bright Future 2021 – 26 in supporting children to stay safe and well, through the provision of adequate nutrition.					
10	Please specify any direct environmental implications of the decision (carbon impact)	None						
Urge	ent decisions							
П	Is the decision urgent and to be implemented immediately in the interests of the Council or the	Yes		(If yes, please contact <u>Democratic</u> <u>Support</u> for advice)				
	public?	No	X	(If no, go to section 13a)				
I 2a	Reason for urgency:							
I2b	Scrutiny Chair signature:		Date					
	Scrutiny Committee name:							
	Print Name:							
Con	sultation							
I3a	Are any other Cabinet members'	Yes						
	portfolios affected by the decision?	No	×	(If no go to section 14)				
I3b	Which other Cabinet member's portfolio is affected by the decision?	,	1	<u> </u>				

I3c	Date	Cabinet member consulted									
14		any Cabinet member declared a ict of interest in relation to the	Yes				, please d		uss with the er		
	decis	ion?	No	X			_				
15		ch Corporate Management	Name	•		Ruth	Harrell				
	ı ear	n member has been consulted?	Job title Director of Public			ıblic Hea	ılth				
			Date	consul	ted	19/04	1/2023				
Sign-	-off										
16	_	off codes from the relevant rtments consulted:		cratic datory		port		DS	140 22/2	23	
			Finan	ce (ma	andat	tory)		DJN	123.24.07		
			Legal	Legal (mandatory)		MS/	MS/00001548/24.04.2				
					e) N/A	N/A					
					N/A	N/A					
			Procu	remei	nt (if	applic	able)	N/A			
Арр	endic	es									
17	Ref.	Title of appendix									
	Α	Contract Award Report Part I									
Conf	identi	al/exempt information									
18a		ou need to include any dential/exempt information?	Yes	X	briefi	ing rep	ort and ir	ndicate v	fidential (' vhy it is n Lof Sched	ot for [^]	
			No		of th	e Loca		nent Ac	Part 1 of Schedule 12A nt Act 1972 by ticking below.		
				E	xem	ption	Paragra	ph N ur	nber		
			ı	2		3	4	5	6	7	
18b	Conf	idential/exempt briefing report			x						
	Part Repo	2: Food Voucher Contract Award rt									
Back	grour	nd Papers									

Please list all unpublished, background papers relevant to the decision in the table below.

Background papers are <u>unpublished</u> works, relied on to a material extent in preparing the report, which disclose facts or matters on which the report or an important part of the work is based. If some/all of the information is confidential, you must indicate why it is not for publication by virtue of Part I of Schedule I2A of the Local Government Act 1972 by ticking the relevant box.

Title of background paper(s)		Exemption Paragraph Number					
	ı	2	3	4	5	6	7

Council Officer Signature

I agree the decision and confirm that it is not contrary to the Council's policy and budget framework, Corporate Plan or Budget. In taking this decision I have given due regard to the Council's duty to promote equality of opportunity, eliminate unlawful discrimination and promote good relations between people who share protected characteristics under the Equalities Act (2010) and those who do not. For further details please see the EIA attached.

Signature	RHarrel	Date of decision	25th April 2024
Print Name	Ruth Harrell		

HOUSEHOLD SUPPORT FUND – FOOD VOUCHERS

PART I: Contract Award Report April 2023

PURPOSE

The purpose of this report is to describe the recommendation for the Local Authority (LA) to distribute Household Support Fund (HSF) monies to vulnerable families, and to recommend the award of a contract to support this aim. This follows a Business Case giving approval to undertake a minicompetitive tender agreed by Cabinet Executive Delegated Decision in March 2023.

The recommendation is to award a contract to Wonde Limited, to deliver eVoucher codes during the May, October and February half term holidays, the Summer Holiday and the Christmas Holiday periods, up to a value of £2m in year 1 with the option to extend for a period of 12 months.

This support is needed for children at risk of going hungry during school holidays. The successful provider has been selected through a mini-competitive tender process as described below using providers who are already on the Crown Commercial Services provider framework.

BACKGROUND

In December 2020 the government launched a Winter Grant scheme to fund Local Authorities to support families entitled to Free School Meals and other vulnerable children with food and essentials during the school holidays. The Winter Grant Scheme was replaced by the Household Support Fund (HSF) in October 2021 and funding has continued in 6 monthly payments since then. In the Autumn Statement, November 2022, the government announced a further extension of the HSF from April 2023 to March 2024.

From the start of the Winter Grant Scheme, the City Council has used a proportion of this grant funding to provide families entitled to Free School Meals and other vulnerable children (as nominated by schools) with a voucher to purchase food during each week of the school holidays.

The current contract for these eVouchers ended on March 31st 2023. A procurement process has therefore been carried out to ensure that there is a contract in place for a provider of food vouchers during the next HSF funding period and that the Council is receiving the best value for money from the provider of eVouchers.

WHO IS ELIGIBLE

The total number of children eligible for vouchers changes according to the number of children registered for free school meals each year. However, over the last 3 years this has been approximately 12,000 children.

There are 11 school holiday weeks a year and in the year 2022 - 23 vouchers to the value of £13 per week per child have been provided for each week. The total cost of this is therefore around £1,716,000 per annum.

The total amount paid by the Council for the vouchers depends on the agreement between the provider and the supermarkets. The provider will negotiate a price to bulk buy vouchers and is therefore able to pass on some of the savings to the City Council.

OFFICIAL Page 48 PLYMOUTH CITY COUNCIL

FINANCIAL AND BUDGETARY IMPLICATIONS

The Household Support Grant is entirely funded by DWP – the annual value of the grant for Plymouth is £4,589,594. The food vouchers spend comprises part of the funding (approx. £1.7m) and a plan is currently being developed which will set out the Council's plans for the total grant amount. This also has to be reported to the DWP for transparency.

PROCUREMENT

A mini competition was conducted in accordance with the Crown Commercial Services Payment Solutions framework agreement RM6248. The framework agreement has been set up in accordance with the Public Contract Regulations 2015. All Suppliers who are on the framework have given the following assurances:-

- ISO/IEC 27001
- Cyber Essentials Plus
- Professional Indemnity Insurance with cover (for a single event or a series of events and in the aggregate) of not less than five million pounds
- Public Liability Insurance with cover (for a single event or a series of events and in the aggregate) of not less than five million pounds
- Employers Liability Insurance with cover (for a single event or a series of events and in the aggregate) of not less than five million pounds

The Request for Quotation (RFQ) was only open to the Suppliers who have been successfully elevated to the framework RM6248.

Four responses were received from suppliers. The RFQ is attached at Annex I for information.

EVALUATION

The evaluation of the mini-competition was carried out using the following weighted scores

70% QUALITY

- a. Timely distribution of vouchers -25%
- b. Robust and easy to use support function and platform 10%
- c. Range / number of food retailers 20%
- d. Customer service support, helplines, hours/days available 5%
- e. Social value commitment 5%
- 5.6. Voucher printing 5%

30% PRICE

The mini-competition was evaluated by a team of evaluators from the City Council's Children and Young People's Commissioning team, Public Health and Schools teams.

RECOMMENDATION AND DECISION

In order to support the health and well-being of the most disadvantaged children and continued engagement in their education, this report recommends that the Council approves the award of a contract to the successful provider Wonde Limited to deliver eVoucher codes at an estimated total cost of up to £2million, to provide food vouchers to cover May, October and February half term holidays, the Summer Holiday and the Christmas Holiday periods.

The intention is to ensure that there is a contract in place for a provider of eVouchers from April 2023 to March 2024, so that if the City Council again commits funding to Free School Meals families for this period there is a method for delivering this support.

This procurement does not prevent the City Council from deciding not to use the HSF funding in this way during the 2023 – 24 financial year.

ANNEX I

Food Voucher Statement of Requirements & Evaluation Scheme

I. COMPLETION INSTRUCTIONS

1.1 Introduction

The scheme is managed and administered subject to the requirements as set out in DWP Guidance for County Councils and Unitary Authorities. PCC's Corporate Management Team (CMT) approved the recommendation and preferred option of distributing funds via schools and Early Years settings using the medium of eVoucher codes that can be exchanged for food vouchers at selected supermarkets.

PCC are running a competitive procurement process to establish a single provider of the Food Vouchers for the next period of the grant. As no grant information has been shared with Local Authorities yet we are not able to provide a value to the contract but we anticipate it is likely to be similar values as in previous grants.

This document sets out the process for the procurement and will allow PCC to be ready to appoint a Supplier from April 2023 when the value of the grant funding will be known.

1.2 Purpose of this document

This is a competitive procurement conducted in accordance with the Crown Commercial Services Payment Solutions framework contract RM6248. All Suppliers who are on the framework will have given the following assurances:-

- ISO/IEC 27001
- Cyber Essentials Plus
- Professional Indemnity Insurance with cover (for a single event or a series of events and in the aggregate) of not less than five million pounds
- Public Liability Insurance with cover (for a single event or a series of events and in the aggregate) of not less than five million pounds
- Employers Liability Insurance with cover (for a single event or a series of events and in the aggregate) of not less than five million pounds

This Request for Quotation (RFQ) is only open to Suppliers who have been successfully elevated to the framework.

Please note that if any information provided as part of the submitted bid changes during the ensuing evaluation period you are required to notify the Council accordingly.

No information contained in this document, or in any communication made between the Council and any Supplier in connection with this RFQ, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this RFQ. Kindly note that you and not the Council are responsible for all costs, expenses and liabilities incurred in connection with the preparation and submission of responses to this RFQ.

The Council reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the Authority incur any liability in respect of this RFQ or any supporting documentation.

Direct or indirect canvassing of Council Members or officers or any employee of the Council concerning this procurement may result in disqualification.

Prospective Suppliers should answer all questions as accurately and concisely as possible. Where a question is not relevant to the responder's organisation, this should be indicated, with an explanation.

Supporting information should be presented in the same order as the questions and should be referenced to the relevant question.

Questions should be answered in English.

Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that Suppliers will not be invited to participate further.

Cross-references to other or previous submissions made to the Council will not be considered or taken into account.

Responses will be evaluated in accordance with the procedures set out below.

In the event that none of the responses are deemed satisfactory, the Council reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

1.3. Freedom of Information Act (2000) Environmental Information Regulations (2004) and Data Protection Act 1998

The Council is subject to The Freedom of Information Act 2000 ("FolA") and The Environmental Information Regulations 2004 ("EIR") and is committed to open government.

Accordingly as part of the Council's duties under FoIA or EIR, we may be required to disclose information submitted to us, information concerning the procurement process, details about the Contract in response to a request under FoIA or EIR. We may also decide to include certain information which we maintain under FoIA.

If Suppliers consider that any of the information provided in their RFQ is commercially sensitive then they should:

clearly identify such information as commercially sensitive by marking it "Not for disclosure to third parties";

explain the potential implications of disclosure of such information and (in broad terms) the harm it might cause; and

provide an estimate of the period of time during which they believe that such information will remain commercially sensitive.

This explanation and time estimate must be submitted with the completed PQQ (as an Annex if this is likely to be the most convenient means of communicating a receiving the information).

Where Suppliers identify information as commercially sensitive, the Council will endeavour to maintain confidentiality. Suppliers should be aware, that, even where information is identified as commercially sensitive, the Council may be required to disclose it under FoIA if a request is received. Accordingly, the Council cannot guarantee that any information identified as commercially sensitive will not be disclosed. Moreover the acceptance of receipt by the Council of information marked "confidential" or the like should not be taken that the Council accept any duty of confidence by virtue of that marking.

The Council will endeavour to consult with Suppliers and have regard to comments and any objections before it releases any information to a third party under the FoIA or the EIR. However

the Council reserves its unfettered discretion to determine whether any information is exempt from the FoIA and/or EIR or not. The Council will be obliged to make its decision on disclosure in accordance with the provisions of FoIA or EIR (as the case may be) and will be bound by the rules as to disclosure in FoIA and EIR.

The Council treats its obligations under the Data Protection Act 1998 ("DPA") very seriously. The rights of data subjects under the DPA will be applied in accordance with the requirements of the DPA.

1.4 Transparency on Local Government

The Council is generally required to publish details of all of its individual items of monthly expenditure over £500. This requirement will include publishing the sums paid to the successful tenderer under a contract awarded under this tender process. The Council may also publish the contract entered into with the successful tenderer. In making publication the Council intends to follow guidance set out in A Practitioners Guide to Publishing Local Spending Data published by the Local Government Group.

1.5 Queries about the procurement

The Council will not enter into detailed discussion of the requirements at this stage.

Any questions about the procurement should be submitted by email and all responses will be made available to suppliers within the 'Question & Answer' section for this RFQ.

If the Council considers any question or request for clarification to be of material significance, both the query and the response will be communicated, in a suitably anonymous form, to all Suppliers who have responded.

1.6 Timeframe

Activity	Date/Target Date
Issue RFQ	17 th March 2023
Return of RFQ	31 st March 2023
Evaluation of Bids	3 rd – 7 th April 2023
Contract award	23rd April 2023
Estimated Service Commencement	8th May 2023

3. EVALUATION SCHEME:

The information supplied by CCS in the Rate Cards, Supplier Prospectuses and Framework Schedule 2 documents will be used to determine the most economically advantageous offer. This will be conducted in accordance with the CCS RM6248. The assessment process is set out below.

For this procurement evaluation will be split as follows:

Quality 70%

Price 30%

4. PRICE

Please submit your bid providing detail of the discount to be offered for this procurement.

Prices will be evaluated using the following formula:

5. QUALITY

Quality Criteria will be scored using the following 0 to 10 scale:

Response	Score	Definition
Unacceptable	0	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement/deliver the required outcomes
Poor	2	Response is partially relevant and poor. The response addresses some elements of the requirements/outcomes but contains insufficient/limited detail and explanation to demonstrate how the requirements/outcomes will be fulfilled
Satisfactory	5	Response is relevant and acceptable. The response addresses a broad understanding of the requirements/outcomes but lacks details on how the requirement/outcomes will be fulfilled in certain areas.
Good	8	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements/outcomes will be fulfilled.
Excellent	10	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement/outcomes and provides details of how the requirement/outcomes will be met in full.

6. PASS/FAIL REQUIREMENTS

Closed loop food vouchers

Pass =Yes; Fail =No

7. QUALITY REQUIREMENTS (SCORED)

Please submit your bid in a word document covering how your organisation will deliver the Voucher scheme as detailed against the following criteria. Please note the maximum words under each section, your bid will be considered within the word count advised.

a. Timely distribution of vouchers -25%

Maximum 250 words

Order placed by 10/05/2023

Critical 4 day turn around -distribution by 15/05/2023

Distribution to PCC with 72 hours of voucher order being place.

b. Robust and easy to use support function and platform - 10% Maximum 250 words

To provide an easy to use swap platform that openly promotes the concept of choice. Whereby the recipient can easily choose between merchants to suit their particular needs.)

c. Range / number of food retailers - 20% Maximum 250 words

Offer a range of popular supermarkets, meaning that recipients can choose their local, or most preferred brand. Number and geographical range in Plymouth.

Only grocery-specific retailers should be available on the platform, to ensure that recipients are getting the items they actually need. (See Voucher Framework schedule 2-2)

d. **Customer service** – support, helplines, hours/days available – **5% Maximum 250 words** Customer service is delivered 7-days a week (See schedule 2 - 4.5)

e. Social value commitment – 5% Maximum 250 words

The Supplier shall promote social value in the delivery of the services. As a minimum this shall reflect the key priorities outlined inn Schedule2 - 5 of the CCS Voucher Framework. Social value refers to the wider financial and non-financial impacts of projects and programmes including the wellbeing of individuals and communities, social capital and the environment

5.6. Voucher printing - 5%

The Supplier will make available printed vouchers where these are requested for appropriate reasons e.g. lack of access to a computer and or printer by the recipient.

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The following relates to exempt or confidential matters (Para(s) 3 of Part 1, Schedule 12A of the Local Govt Act 1972). Any breach of confidentiality could prejudice the Council/person/body concerned & might amount to a breach of the councillors /employees codes of conduct.

Document is Restricted



EQUALITY IMPACT ASSESSMENT

Food Vouchers for Children in the School Holidays

STAGE I: What is being assessed and by whom?

What is being assessed - including a brief description of aims and objectives?

When considering this EIA it is important to have due regard to the public sector equalities duties imposed upon the Council by section 149 Equalities Act 2010.

Research undertaken during December 2021 to January 2022 found that 20% of Plymouth households are food insecure (either with very low or low security), levels of insecurity were even higher in some types of households. Specifically, the impact of the COVI-19 pandemic on food security had been most severe in households with:

- Income below £20,000 pa:
- I+ person with mental health condition:
- Children present: and/or
- Single adult households.

Furthermore, reflecting the diverse levels of deprivation and prosperity in the city, significant differences in food security were found in different areas of Plymouth. A quarter of households in the Western & Waterfront wards were currently food insecure (27%). Those in social housing or private rented accommodation are also much more likely to be food insecure than those people with mortgages. Households with children/young people were significantly more likely to be experiencing food insecurity (28%) than those without (16%). Nearly half of lone adult households with children/young people said that they were experiencing insecurity (45%), making them among the most likely of all groups to need food support.

It is likely that the 2022/23 cost of living crisis has had an impact to further increase the number of households living with food insecurity

The government has announced the extension of the Household Support Fund for 2023/24, to provide support with food and energy costs to vulnerable people including households with children during the current cost of living crisis. The Household Support Fund enables local authorities to provide extra support to the Free School Meals cohort, but also those families who have been identified by schools and early years settings as vulnerable to poverty.

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STAGE I: What is being assessed and by whom?				
·	Ruth Harrell, Director of Public Health ruth.harrell@plymouth.gov.uk			
Department and Service	Office of the Director of Public Health			
Date of Assessment	I4th February 2023			
Author	Rachel Silcock, Community Empowerment Operational Lead			

STAGE 2: Evidence and Impact					
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?	
Age	17.4% of the Plymouth population are aged 15 and under (Census data 2021). In 2021 children and young people 17 and under accounted for 19.5 per cent of the population. The percentage of 20-24 year olds (8.0%) is higher than that found in England as a whole (6.0%). In Plymouth, 34% of households are deprived in at least one dimension of education, housing, health and employment, and nearly 16% are deprived in at least	No. Our strategic intentions confirm the ambition to truly give every child "A Bright Future" by commissioning and providing place based Integrated Children, Young People and Families services covering wellbeing, physical and mental health, social care and education. Children, young people and families will be supported to stay safe, healthy, achieve and aspire. The Household Support Fund will support	Provide funding from the Household Support Fund to our most vulnerable children, young people and families in our society, across the full range of ages.	April 2023 – March 2025 Ruth Harrell and Sharon Muldoon	

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STAGE 2: Evidence and Impact					
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?	
	2 dimensions (Census 2021). There are 9,900 (18.6%) children living in poverty, which is one in five. Data shows that 7,308 children under 16 are living in income deprived households with 79% living in workless households, indicating that they are more likely to be experiencing child poverty.	our ambitions, during these challenging times, which includes support to other vulnerable groups			
Disability	The 2021 census data on disability has not yet been released. From the 2011 census, there are 3,142 children with disability. Plymouth schools report that of every 1,000 children 17.5 have a learning difficulty. A total of 31,164 people (from 28.5 per cent of households) declared themselves as having a longterm health problem or disability (national figure 25.7 per cent of households). 10% of our population have their day-today activities limited a lot by a long-term health			April 2023 – March 2025 Ruth Harrell	

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STAGE 2: Evidence and Im	STAGE 2: Evidence and Impact					
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?		
	problem or disability. 1,297 adults registered with a GP in Plymouth have some form of learning disability (2013/14). There are 27166 adults with a disability in work. There are 23,407 carers aged between 18 and 64 in Plymouth known to our services. There are 17,937 state pension age people with disability (2011).					
Faith, Religion or Belief	There is no specific CYP data for this category. In the 2021 Census, in Plymouth the most common response to the religion question was "No Religion" with 48.9 per cent (129,338) 42.5 per cent (112,526) of the population describe themselves as "Christian" remains the largest faith group in the city	This programme will not discriminate against faith, religion or belief. The Household Support Fund will be distributed by faith organisations and others to vulnerable children and families, irrespective of faith, religion or belief.		Ongoing. Policy and Intelligence Team Office of the Director of Public Health		
	I.3 per cent (3,474) of residents describe themselves as "Muslim", the second largest faith group,					

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STAGE 2: Evidence and Impact					
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?	
	this is followed by Buddhists which account for 0.4 per cent (1,018) of residents				
	Hindu 0.3 per cent (814) and Jewish 0.08 per cent (207)				
	0.58 per cent (1,527) of the population answered that they have "Other religion"				
	There are 0.04 per cent (96) Sikh				
	5.9 per cent (15,695) of people did not answer the question about religion.				
Gender - including marriage, civil partnership, pregnancy and maternity	The 2021 census shows that 50.9% of the Plymouth population are female and 49.1% are male. Pregnancy and maternity data has not yet been released from the 2021 census. The 2021 census question on marriage and civil partnership only relates to those 16 or over, so the cohort is circa 218k residents in Plymouth. Of these:	This programme will not discriminate on the basis of gender, except that single parent households will be prioritised for funding, the majority of which are female		Ongoing. Policy and Intelligence Team/Public Health England Child Health Profiles	

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STAGE 2: Evidence and Impact				
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?
	40.1 per cent (87,840) have never married and never registered a civil partnership. A very similar number 39.9 per cent (87,275) are married to a person of the opposite sex. 10 per cent (23,443) are divorced, 6 per cent (13,329) widowed With 2.5 per cent (5,527) separated but still married. 0.49 per cent (1,073) are, or were, married or in a civil partnerships of the same sex.			
Gender Identity and Gender Reassignment	The data on gender reassignment from the 2021 census has not yet been released, so there are currently no official estimates for gender reassignment at either national or local level There is data on the responses to the Gender Identity (GI) Census question in 2021. This question was voluntary and	No gender identity or reassignment related impact has been identified. The Household Support Fund will work will all vulnerable CYP and families, regardless of gender identity or reassignment.		Ongoing. Policy and Intelligence Team/Public Health England Child Health Profiles

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STAGE 2: Evidence and Impact					
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?	
	was only asked of people aged 16 years and over.				
	94.2 per cent (205,959) people aged 16 years and over in Plymouth have a gender identity the same as their sex registered at birth (England and Wales 93.5 per cent)				
	5.2 per cent (11,444) people aged 16 years and over in Plymouth did not answer (England and Wales 6 per cent)				
	0.5 per cent (1,221) of people aged 16 years and over in Plymouth have a gender identity different from their sex registered at birth (England and Wales 0.5 per cent). Of these:				
	GI different from sex registered at birth but no specific identity given, 0.2 percent (405) (England and Wales 0.24%)				

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STAGE 2: Evidence and Impact				
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?
	Trans man, 0.1 per cent (266) (England and Wales 0.1%)			
	Non-binary, 0.1 per cent (238) (England and Wales 0.06%)			
	Trans woman, 0.1 per cent (204) (England and Wales 0.1%)			
	All other gender identities 0.0 per cent (108) (England and Wales 0.04%)			
Race	94.9 per cent (248,727) of residents in Plymouth identified their ethnicity as "White"; 2.3 per cent (5,957) of residents identified their ethnicity as "Asian" making this the city's second largest ethnic group. I.8 per cent (4,656) of Plymouth residents identified that they are from a "Mixed/Multiple ethnic background" I.I per cent (2,786) of residents identified their ethnicity as a "Black". The	The Household Support Fund will support all vulnerable CYP and families, irrespective of race.	Appropriate measures need to be put in place to ensure that language barriers do not adversely affect people's ability to access support.	Ongoing. Policy and Intelligence Team/Public Health England Child Health Profiles

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STAGE 2: Evidence and Imp	STAGE 2: Evidence and Impact					
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?		
	percentage of residents who identified their ethnicity as "Black" has almost doubled since 2011 especially those who identify as Black Caribbean and Black African. 1.0 per cent (2,579) identified their ethnicity as "other ethnic background". Data from the 2021 census relating to a person's first or preferred language (age 3+). In Plymouth: 92.7 per cent of residents speak English as their main language. (England and Wales 91.1%) This is followed by Polish, with 1.02 per cent of residents (2,700) (In England and Wales this was also second with 1.1%) Romanian with 0.55 per cent (1,640) (England and Wales this was also third 0.8%) Portuguese with 0.22 per cent of residents (575) (England and Wales, third was Urdu and Panjabi 0.5%)					

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STAGE 2: Evidence and Impact					
Protected Characteristics (Equality Act)	Evidence and information (e.g. data and feedback)	Any adverse impact?	Actions	Timescale and who is responsible?	
	There are 119 residents who's first and preferred choice is 'sign language'				
Sexual Orientation	There is no data on this for CYP aged 15 years and under. From the 2021 Census, 88.95 per cent (199,465) people aged 16 years and over in Plymouth are straight or heterosexual 6.60 per cent (14,429) people aged 16 years and over in Plymouth did not answer 4.45 per cent (9,730) of people aged 16 years and over in Plymouth are lesbian, gay, bisexual, or other (LGBO) of these: 2.06 per cent (4,509) are			April 2023 – March 2025 Ruth Harrell	
	bisexual; 1.97 per cent (4,297) people are gay or lesbian. 0.42 per cent (924) have another sexual orientation				

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STAGE 3: Are there any implications for the following? If so, please record 'Actions' to be taken				
Local Priorities	Implications	Timescale and who is responsible?		
Reduce the inequality gap, particularly in health between communities.	The implementation of the Household Support Fund will positively impact on vulnerable CYP and families. This project aims to minimise the impact of the Cost of Living crisis by delivering food support to those that most need it.	April 2023 – March 2025 Ruth Harrell		
Good relations between different communities (community cohesion).	No adverse impact on community cohesion has been identified, as statutory requirements will enable vulnerable CYP and families to access good quality support and services whatever their circumstances.	April 2023 – March 2025 Ruth Harrell		
Human Rights	It is important that all CYP and families are treated fairly, their views are taken into account and that their human rights have been respected. No adverse impact on human rights has been identified.	April 2023 – March 2025 Ruth Harrell		

STAGE 4: Publication				
Director, Assistant Director/Head of Service approving EIA.	Ruth Harrell, Director for Public Health	Date	14 th February 2023	

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