The Future of Transparency in Local Government

Managing the Impact on Procurement

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(1) Introduction

- Context
  - Public Bodies (Admission to Meetings) Act 1960
  - Local Government Act 1972
  - Audit Commission Act 1998
  - Data Protection Act 1998
  - Freedom of Information Act 2000
  - Environmental Information Regulations 2004
  - The Re-use of Public Sector Information Regulations 2005

(2) Introduction

What is required:

- New items of local government spending over £500 to be published on a council-by-council basis from January 2011; and

- New local government contracts and tender documents for expenditure over £500 to be published in full from January 2011.

(3) Introduction

- What does this mean in practice?
- What am I supposed to do?

(4) Introduction

- Where can I find guidance on what I am supposed to do?

(5) Introduction

- Guidance?
  - OGC?
  - Local Government Group?

(6) Requirements

- New items of local government spending over £500 to be published on a council-by-council basis from January 2011

- http://lgtransparency.readandcomment.com/

(7) Requirements

- New local government contracts and tender documents for expenditure over £500 to be published in full from January 2011.

(8) Contract

- What constitutes a ‘contract’?

(9) Contract

- Terms and Conditions (Ts&Cs)
- Specification
- Associated Schedules (which may include the winning tenderer's bid)

(10) Contract

- Minimum? Is there anything else?

(11) Contract

- This requirement does not extend to sub-contracts <u>unless</u> the contracting authority is a party to the sub-contract.

(12) Contract

- Contract amendments/variations?

(13) Contract

- *"Generally, minor variations to contracts once they have been awarded do not result in a new contract being formed between the department and the supplier. However, where the variation chances the contract <u>significantly,</u> resulting in a new contract, departments are required to publish the new resulting contract, where the value of the new contract is over £500."*

(14) Contract

- Novation? (changing the contractor)
- Assignment? (transferring the contract)
- Collateral agreements (getting the benefit of a contract indirectly)
- Framework agreements

(15) Over £500

- How do you measure value?

(16) Checklist

- Key points:
  - Include transparency clause in the contract to allow for publication?
  - What about contract variations?

(17) Checklist

- Apply FOIA principles – what does this mean?
- Who will do it?
- To what extent in each case?
- How do you deal with disputes?
- How do you deal with the passage of time?

thank you

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