MEMORANDUM OF UNDERSTANDING

FOR

NATIONAL FURTHER COMPETITION P0118 WATER AND WASTEWATER SERVICES

# BACKGROUND

## Crown Commercial Service (“**CCS**”) will take the requirements for water and wastewater services of Customer Name (“**Customer**”) to market via one or more procurements under the Water, Wastewater and Ancillary Services framework (RM3790) in order to secure the most economically advantageous solution (**“Project”**).

## The Customer wishes to participate in the Project and enter into a direct agreement (“**Call-off Contract**”) for the provision of water and wastewater services with the Water, Wastewater and Ancillary Services framework (RM3790) supplier(s) (“**Contractor**”).

## CCS and the Customer (“**Parties**”) wish to record, the basis upon which they will collaborate with each other in relation to the Project, in this Memorandum of Understanding (“**MoU**”).

# KEY OBJECTIVE FOR THE PROJECT

## The key objective for this Project is the timely selection and appointment of a Contractor to supply water and wastewater services to the Customer.

# ROLES AND RESPONSIBILITIES

## CCS shall be responsible for:

### Preparing the procurement document set, which may include the request for proposal, the Invitation To Tender (ITT), the requirement specification and Call-Off Form (collectively the “**Procurement Documentation**”);

### Advising the Customer on the required content and structure of the Customer’s input to the Procurement Documentation (e.g. requirement specification);

### Developing the Project plan;

### Providing the Customer with guidance and information on the procurement process;

### Specifying the award criteria and developing the evaluation plan;

### Conducting the procurement;

### Where the procurement comprises a direct award

#### Identifying appropriate catalogue items that meet the requirement;

#### Selecting the most economically advantageous offering;

#### Providing the Customer with documentation evidencing the approach and selection of the winning bidder(s);

### Where the procurement comprises a further competition:

#### Managing the bidder clarification process;

#### Managing the Parties’ evaluation of the tenders;

#### Issue invitations and run an eAuction (where appropriate);

#### Identifying the most economically advantageous tender;

#### Issuing the intention to award successful/unsuccessful letters to bidders;

#### Managing the standstill period and any resultant appeals or challenges;

#### Issuing the award notice to the winning bidder(s) on successful completion of the standstill period (the award being subject to contract conclusion);

### Issuing the completed Call-Off Form to the winning bidder(s), whereupon the winning bidder(s) become the Contractor;

### Supporting the Customer when concluding the Call-Off Contract with the Contractor

## The Customer shall be responsible for:

### Committing to the process of concluding a Call-Off Contract with the Contractor;

### Ensuring that it does not participate in any other concurrent procurement activity for the same or similar requirement for this Customer;

### Developing the requirement specification for inclusion in the Procurement Documentation, with appropriate support from CCS;

### Validating the Procurement Documentation prior to commencement of the procurement;

### Being part of the evaluation process;

### Satisfying itself that the procurement process has been conducted in accordance with the procurement rules & regulations;

### Assisting CCS in benefits realisation (including any savings calculations) by providing all necessary information for benefits realisation calculations;

### Finalising and concluding its Call-Off Contract with the Contractor;

### All subsequent activity in respect of the services procured by the Project;

### Publication of the resulting Call-Off Contract on [Contracts Finder](https://www.gov.uk/contracts-finder) (where applicable, refer to [PPN 07/16](https://www.gov.uk/government/publications/procurement-policy-note-0716-legal-requirement-to-publish-on-contracts-finder) for guidance); and

### All activities relating to the closure of the Project i.e. participation in an after action review to capture lessons learnt, completion of Customer survey and assistance with the production of case studies/Customer testimonials where appropriate.

# PRINCIPLES OF COLLABORATION

## The Parties agree to adhere to the following principles when carrying out the Project ("**Principles**"):

### ***collaborate and co-operate*** - adhere to the roles and responsibilities set out in this MoU to ensure that activities are delivered and actions taken as required to facilitate delivery of the Project;

### ***be accountable*** - take on, manage and account to each other for the performance of the respective roles and responsibilities set out in this MoU;

### ***be open*** - communicate openly about major concerns, issues or opportunities relating to the Project;

### ***adhere to statutory requirements and best practice*** - comply with applicable laws including EU procurement rules, data protection and freedom of information legislation and best practice;

### ***work to common baselines*** - adopt standard definitions of service standards, charging methodologies, contractual provisions and evaluation methodologies / requirements wherever this is feasible to facilitate streamlined evaluation within lots, mitigate supplier bid costs, support aggregation of price discounting;

### ***act in a timely manner*** - recognise the time critical nature of the Project and respond accordingly to requests for support;

### ***deploy appropriate resources*** - ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU;

### ***act in good faith*** - to support completion of the Project and compliance with these Principles; and

### ***not undermine the Project*** - do not allow a course of action to be taken which will adversely affect achievement of the Project, the key objectives or compliance with these Principles.

# RESOLUTION OF ISSUES

## If either party has any issues, concerns or complaints regarding the Project or any matter in this MoU, that party shall notify the other party and the Parties shall then seek to resolve the issue by a process of consultation.

## If the Customer receives any formal inquiry, complaint, claim or threat of action from a third party (including but not limited to claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to CCS. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely impact the Project without CCS’ approval.

# TERM AND TERMINATION

## This MoU shall commence on the date of signature by both parties and shall expire on the earlier of the date on which:

### a Call-off Contract is concluded between the Contractor and the Customer;

### the Customer notifies CCS in writing of its withdrawal from the Project; or

### either party terminates this MoU by giving notice in writing to the other Party.

# CHARGES

## The Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this MoU.

# STATUS

## This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of this MoU. The Parties enter into the MoU intending to honour all their obligations.

# AUTHORITY

## The Customer wishes to participate in the Project and appoints CCS to act as its agent; and as such to proceed with the associated procurement on the basis of the understanding documented in this MoU.

## The Customer specifically authorises CCS to disclose the Customer’s interest in this Project and award (subject to contract conclusion) to the Contractor.

**SIGNED** for and on behalf of the Customer

[Complete this section below:]

Signature : ……………………………………. ; Name : …………….…

Position : …………..……… ; Date : ……………………………..

**SIGNED** for and on behalf of Crown Commercial Service

Signature : ……………………………………. ; Name : …Jan Culshaw……………………

Position : …Category Agreement Manager..……… ; Date : …………………………………………..

**CONTACT POINTS**

**For the Customer**

Name: ………………

Office Address: ………………………………………….

Tel No: ………………………

Email Address: …………………….

**For the Crown Commercial Service**

Name: Janice Culshaw

Office Address: 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP

Tel No: 0345 410 2222 (asking for the Water Team)

Email Address: info@crowncommercial.gov.uk

​