

Finance

Sustainable Procurement Guidance

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1. Introduction

The public sector, including universities, spends some £280 billion on procuring goods, services and works. There is an expectation that public authorities use the power afforded by such huge spend to realise wider community benefits when undertaking procurement exercises and awarding contracts. These 'wider community benefits' (or 'social value') can be broken down into social, economic and environmental benefits, as shown in Fig 1 below.

Fig 1: The Three Spheres of Sustainable Procurement



2. Pre-Procurement Stage

Before commencing any sort of procurement exercise, thought should be given as to whether the requirement could be satisfied in-house or in-sector. For example, check:

- Creative & Print Services' [online store for free reusable stationery](#)
- [WARPit for free second-hand office furniture](#)
- [Kit-Catalogue](#) for research equipment that can be borrowed from elsewhere within the University or HE sector

2.1 Public Services (Social Value) Act 2012

The Public Services (Social Value) Act 2012 (PSSV Act) makes it a statutory requirement for public authorities (including universities) to have regard to economic, social and environmental wellbeing in connection with public contracts and framework agreements for services (excluding call-offs) subject to the Public Contracts Regulations 2015¹.

¹ The total contract value threshold at which services contracts become subject to the Public Contracts Regulations is £213,477 incl. VAT

The PSSV Act **requires**² authorities to **consider** (*ahead of any procurement process and therefore at the pre-procurement planning stage*):

- How what is proposed to be procured may improve the economic, social and environmental wellbeing of the relevant area (i.e. the area consisting of the area or areas of the one or more authorities on whose behalf a public services contract is, or contracts based on a framework agreement are, intended to be made); and
- How the contracting authority may act with a view to securing that improvement in conducting the process of procurement.

The authority must judge whether a consultation is required to establish the matters that must be considered.

2.2 Public Contracts Regulations 2015 (the Regulations)

Public Contracts Regulations 2015 (the Regulations) allow scope for wider community benefits to be considered as part of procurement exercises for goods, works³ and services. Such benefits can be considered as part of the specification, part of the selection and award stage and in contract conditions.

Where such benefits are to be used as **award criteria** (i.e. at tender stage), they must:

- Be relevant and linked to the subject matter of the contract
- Be proportionate to the needs of the contracting authority and not discriminatory
- Be reasonably specific and expressly mentioned in the Find a Tender notice and tender documents
- Be effective enough to enable identification of the most economically advantageous tender
- Not confer an unrestricted freedom of choice

Where wider community benefits are to be incorporated as contract conditions (rather than used as award criteria), they must be:

- Non-discriminatory
- Indicated in the Find a Tender notice or tender documents
- True contract conditions and not disguised as selection or award criteria – Tenderers' ability to comply with the conditions should not be assessed as part of the selection or award stage, but tenderers must undertake to comply with the conditions if they are successful in being appointed

2.3 The Equality Act 2010

The Equality Act 2010 (EA 2010) sets out anti-discrimination law in the UK. It identifies nine *protected characteristics*:

1. Age
2. Disability
3. Gender reassignment
4. Marriage and civil partnerships
5. Pregnancy and maternity
6. Race
7. Religion and belief
8. Sex
9. Sexual orientation

² This is a statutory duty and failure to consider the 2012 Act when it applies could lead to a legal challenge

³ The total contract value thresholds at which goods and works contracts become subject to the Public Contracts Regulations are £213,477 incl. VAT and £5,336,937 incl. VAT

The EA 2010 imposes a Public Sector Equality Duty (PSED) which applies to the majority of public authorities in England, including universities.

The PSED requires that public authorities give “**due regard**” to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the EA 2010
- Advance equality of opportunity between people who share a protected characteristic and those who do not
- Foster good relations between people who share a protected characteristic and those who do not

“Due regard” means that when making decisions (and in its other day to day activities) the University must consciously consider the need to: eliminate discrimination, advance equality of opportunity, and foster good relations. This includes when the University plans and makes decisions about its procurement. It is therefore good practice for the University to keep an accurate record showing that it has actually considered the duty. Proper record keeping encourages transparency and if records are not kept it will make it more difficult to persuade a court that the duty has been met (in the case of any challenge).

Furthermore, the EA 2010 requires that public authorities promote equality of opportunity by giving “**due regard**” to the need to:

- Remove or minimise disadvantages suffered by people due to their protected characteristics
- Take steps to meet the needs of people with certain protected characteristics where these are different from the needs of other people
- Encourage people with certain protected characteristics to participate in public life or in other activities where their participation is disproportionately low

The University has set its [Equality, Diversity & Inclusion \(EDI\) Objectives](#). The PSED and University EDI Objectives apply to organisations that have been contracted to carry out public functions on behalf of the University. The duty **only** applies in respect of the public function being carried out on behalf of the University and not the wider business of the supplier. It is important to remember that the PSED is non-delegable. The duty will always remain the responsibility of the University and this is why, in practice, the University needs to ask suppliers to take certain steps (such as monitoring service users), in order to enable the University to meet its continuing legal obligation to comply with the PSED.

The University’s Procurement Rules are aligned with the Public Contract Regulations 2015 and require compliance with the Public Services (Social Value) Act 2012 and Equality Act 2010.

2.4 Risk / Impact Assessment

The extent to which the University’s procurement activity could be used to gain wider community benefits should be undertaken on a case by case basis. As a general guide, Table 1 below shows the likely level of risk/impact of the requirements/contracts that fall within specific procurement categories. The Procurement Team also uses the Sustainability Prioritisation Tool developed by Advanced Procurement for Universities & Colleges (APUC) to identify specific community benefits/sustainability risks to be factored into the procurement process and subsequent contract, based on the category/community/requirement.

Table 1: Sustainability Risk by Category Group

Category Group	Risk Level (H = High, M = Medium, L = Low)			
	Social (incl. Modern Slavery)	Equality*	Economic	Environmental
Agriculture, Veterinary & Horticulture	L	L	M	H
Audio Visual	M	H	L	H
Catering	H	L	M	H
Domestic	H	L	M	H
Estates	H	M	H	H
Furniture	M	L	L	H
IT & Telecoms	H	M	L	H
Laboratory & Medical	M	L	L	M
Library	L	M	L	L
Office Supplies	M	L	L	H
Postal Services	L	L	L	M
Professional Services	M	M	L	M
Travel & Accommodation	L	M	L	H

* The greater the level of contact with staff (including academics) students and/or the public, particularly where this is in person, the greater the likely risk/impact in terms of Equality.

Where it is felt that the Equality risk/impact is high, the Procurer/Category Manager should contact the Equality & Diversity Adviser (contact details provided below) to discuss undertaking a full Equality Impact Assessment (EIA).

2.5 Market Sounding

As well as establishing the extent of the risk/impact that the contract presents in terms of the different types of social value, it may also be useful at this stage to gauge the supply market's level of preparedness for delivering social value through any contract awarded by the University.

3. Procurement Process

3.1 Pre-Qualification / Selection Stage

The purpose of the Selection Stage is to assess the technical ability and financial standing of applicants / tenderers against pre-determined criteria. The Procurement Team holds sets of Equality and Environment selection questions to be used, pared back or added to, based on the equality risk/impact presented by the requirement/contract. The University's standard Selection Questionnaire includes questions relating to the grounds for exclusion as permitted by the Regulations, including offences under the Modern Slavery Act 2015 (selection questions saved at \\ws1.lboro.ac.uk\FN-Purchasing\Forms & Templates\Selection Pre-Qualification Questionnaire)

Where wider community benefits have been identified as being relevant and linked to the subject matter of the contract, and therefore to be included in the specification, it may be that selection questions are asked as to applicants' experience in delivering such benefits.

In assessing whether labour standards are relevant to the contract, consideration should be given to:

- the subject matter of the contract
- appropriate standards (e.g. [ILO core conventions](#), sector specific standards such as the [Electronic Watch](#) standards explained further in the Contract Conditions section of this guidance)

- accommodating any initiatives suppliers are already involved in (e.g. [Fair Trade](#), [Ethical Trade Initiative](#))
- the preparedness of the market
- the impact on quality (especially where a service)
- the impact on security of supply
- the potential reputational damage

Where the market has a high level of preparedness for providing assurance and evidence of labour standards, mandatory minimum requirements may be set. Questions may be asked concerning convictions for breach of employment laws, evidence of grave professional misconduct or poor labour standards; always allowing the applicant to explain the steps they have since taken to rectify breaches/issues. Where there is less certainty as to the markets' preparedness, it may be more appropriate to rate responses on a scale – example provided at Appendix A.

The University's SME-Friendly Procurement Policy stipulates that the financial standing and insurance levels required of tenderers are proportionate to the risk presented by the contract. Tenderers are allowed to evidence their financial stability by a number of means.

3.2 Tender/Award Stage

The Award Stage assesses the tenderers' ability to fulfil the specific contract requirements against pre-determined criteria.

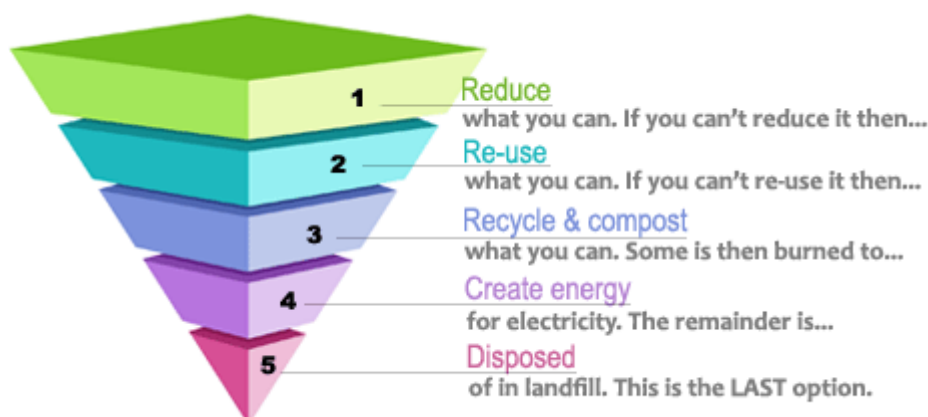
Where social (including equality), economic and environmental elements/benefits are intrinsic to the contract, they should be captured in the specification, with associated detailed method statement questions included in the tender documentation, and a proportionate number of tender evaluation marks allocated.

Examples of equality requirements built into specifications might include ensuring accessibility for those with a disability as part of a works or IT hardware contract, up-to-date equality training for those delivering a staff/student/public facing contract, and the targeting of under-represented groups as part of a recruitment and selection contract. The Southern Universities Purchasing Consortium's [Information and Communications Technology \(ICT\) Accessibility Tools and Guidance](#) can be used to build accessibility into the specification for digital products and services.

Environmental issues to be considered when drafting specifications, method statement questions and tender evaluation criteria, include:

- The Waste Hierarchy – ranks waste management opportunities according to what is best for the environment. It gives top priority to reducing/preventing waste in the first place. When waste is created, it gives priority to preparing it for re-use, then recycling, recovery and last of all disposal (e.g. landfill). See Fig 2 below.

Fig 2: The Waste Hierarchy



- The durability, reparability, reusability, recyclability and upgradability of products
- Waste Electrical & Electronic Equipment (WEEE) Regulations – What are the supplier's responsibilities, for example, in relation to end of life disposal?
- Recycled goods / content, e.g. paper, toner cartridges
- Packaging/pallets, e.g. 'Take back' arrangements for reuse, recycling
- Efficiency of products, including eco-settings
- Avoidance of hazardous chemicals, wherever possible
- Ensuring that timber is from legal and sustainable sources
- Setting Building Research Establishment Environmental Assessment Method (BREEAM) standards for design of new buildings, refits and extensions. *The University's Sustainable Construction & Design Strategy sets BREEAM standards for projects over £1million; 'Excellent' for new builds and 'Very Good' for refurbishments*
- Minimising carbon emissions, e.g. through the use of low emission/low carbon vehicles and logistics planning
- Use of renewable energy / alternative fuels
- Protection of the University's natural capital; particularly its trees and hedgerows
- Emergency response for environmental incidents on campus caused in delivering the contract

The Government has established some 50 easy-to-use product specifications - [Government Buying Standards \(GBS\)](#) - which enable public authorities to develop tenders which procure sustainably. The GBS cover:

- Construction and construction products
- Cleaning products and services
- Electrical goods
- Food and catering services
- Furniture
- Horticulture and park products and services
- Office ICT equipment
- Paper and paper products
- Textiles
- Transport
- Water using products

[iseal alliance](#) is a global membership association for credible sustainability standards for a wide range of products. Its members are sustainability standards that meet codes of good practice, supported by international accreditation bodies. It includes the comprehensive [Cradle to Cradle Certified](#) standard that considers material health and re-use, renewable energy and carbon management, water stewardship, and social fairness. So as to comply with the Regulations, and be non-discriminatory, equivalent standards must be allowed beyond any used.

Use may also be made of the [EU Green Public Procurement Criteria](#), developed to facilitate the inclusion of green requirements in public tender documents. They comprise product/service specific guidance notes providing example specifications, evaluation criteria and contract performance clauses. The Procurement Unit holds a set of tender questions relating to the UN's Sustainable Development Goals (saved at \\ws1.lboro.ac.uk\FN-Purchasing\Forms & Templates\Invitation to Tender\Library of Tender Questions), which is a useful resource when endeavouring to establish relevant and proportionate sustainability specification requirements and award criteria, and draft the associated method statement questions.

The University's Sustainability Team (contact details provided below) has produced [Guidance on how to manage the environmental impact of the estate, new construction and refurbishment projects](#), elements of which could be used drafting specifications, method statement questions and tender evaluation criteria, depending on the nature of the contract.

A standard question included in the University's Invitation to Tender and Request for Quotation

templates asks whether the bidder would be interested in offering and benefitting from internships, placements, project work, insight days and/or graduate roles for University students? Where a bidder is successful in winning the contract, and has expressed an interest, their contact details are then forwarded to the Careers Network as a 'warm' lead.

Beyond simply asking bidders to express an interest in internships, placements, project work, insight days and/or graduate roles, it might be that an evaluation weighting is allocated to bidders' responses, with more detailed method statement questions asked as to how they would work with the Careers Network to identify, offer and promote such roles to University students.

Any potential employment opportunities identified outside of a procurement process or contract can be referred to the Careers Network (contact details provided below).

The University has a [Sustainable Food Policy](#) to which food supply contracts must adhere. For example, 100% of the livestock produce (meat and dairy) must meet RSPCA Freedom Food / the Red Tractor Assured standards as a minimum, and we must only promote fish that is on the Marine Conservation Society's 'fish to eat' list.

Given the potential harmful environmental implications associated with the production of palm oil, the University has a Sustainable Palm Oil Statement and Action Plan, supported by example tender questions held by the Procurement Team.

It is important to consider whole life costs when undertaking a procurement exercise, including:

- Acquisition costs
- Ownership costs
- Disposal costs
- Sustainability assessments

Further explanation as to how whole life costing works can be found at Appendix B.

The University's SME Friendly Procurement Policy encourages the use of outcome specifications, wherever possible and appropriate, in order to invite supply market innovation. The policy also advocates consultation with potential suppliers on specifications before commencing the procurement process, wherever appropriate.

Where a contract is high risk/impact in a social, economic or environmental sense, consideration should be given to the management information required throughout the contract period (including the frequency of its submission), as well as any key performance indicators (KPIs) to monitor and manage the risk/contract. Equality management information, examples of which are provided at Appendix C, may be required to establish:

- that the profile of the supplier's workforce reflects the profile of service users
- that the contract is benefitting the groups that it was intended to benefit
- any groups not benefitting from the contract
- that the supplier's recruitment and retention procedures ensure / promote equality and diversity
- that the supplier's staff are suitably trained and qualified in terms of equality

4. Contract Conditions

The University's standard Terms & Conditions include basic clauses relating to equality, the environment, and the requirements of the Modern Slavery Act 2015. *Loughborough in London* contracts include a clause that requires the supplier to pay its employees delivering the contract the London Living Wage. Depending on the extent to which the contract presents risks/impact in terms of equality and the environment, it might be necessary to add more detailed and bespoke clauses. For example, there are sample recycling, green travel and pollution clauses provided at Appendix D.

Other social clauses that may be included within contracts, where relevant and proportionate, include:

- Apprenticeships
- Payment of subcontractors
- Long-term unemployed

Sample clauses are provided at Appendix D; **however it is important that advice is sought from the appropriate Category Manager (contact details provided below) in finalising any such clause.**

Where the market has a high level of preparedness for providing assurance and evidence of labour standards, it may be appropriate to stipulate that the supplier is required to maintain an effective labour standards assurance management system covering supply chains relevant to the contract at all times and to provide information on elements of the system to the contracting authority on request. Where there is less certainty as to the markets preparedness, then it may be appropriate to specify that suppliers will be required to provide evidence of labour standards self-assessments to the University, for all of their first tier suppliers within 12 months of contract award. **The appropriate Category Manager (contact details provided below) must be contacted when drafting such a clause.**

In March 2018, the University affiliated with [Electronics Watch](#) (EW). EW is an independent monitoring organisation working to achieve respect for labour rights in the global electronics industry through socially responsible public purchasing in Europe. The primary means by which EW and its affiliates do this is by building labour standards into contract and framework agreement terms and conditions (which are then backed off through contracts down the supply chain) against which EW monitoring organisations check compliance. The University receives EW monitoring reports relating to its IT hardware contracts, feeding into its contract management activity.

As noted in the Introduction, it is important to indicate that such conditions are to be included in the contract in the Find a Tender notice and/or tender documents, and to ensure that they are true Contract Conditions and not disguised as selection or award criteria.

5. Contract Management

It is important that the Contract Manager is fully aware of the social, economic and environmental risks/benefits that the supplier is contractually obliged to mitigate/deliver. The Contract Manager should seek confirmation that these risks/benefits are being managed/realised, gaining management information and checking performance against any relevant agreed Key Performance Indicators.

The University has purchased [NetPositive's Supplier Engagement Tool](#) to allow its suppliers to use the tool/portal free of charge to create their own bespoke Sustainability Action Plans based on their answers to a brief questionnaire.

6. Useful Contacts

Name	Position	Contact Details
<i>Procurement Team</i>		
Contacts		
<i>Sustainability Team</i>		
Sustainability Services		E: environment@lboro.ac.uk
Position Vacant	Sustainability Manager	
Nik Hunt	Environmental Manager	E: N.O.Hunt@lboro.ac.uk T: 01509 228083

<i>Equality & Diversity Team</i>		
Organisational Development Services		E: Od@lboro.ac.uk
Position Vacant	Equality & Diversity Adviser	
<i>Careers Network</i>		
Employer Services		E: employer.services@lboro.ac.uk

7. Appendix A - Labour Standards Selection Question

Question

Please detail the actions you have taken to try and ensure that labour standards are being maintained in line with ILO core conventions and local labour laws throughout the supply chain(s) for the [goods / service] to be delivered under this contract.

Evaluation Guidance

0 Major concerns

Response provides no meaningful information on labour standards, ethical sourcing or actions taken to ensure labour standards are being maintained or improved.

1 Concerns

Some information provided but this is vague and unconvincing in terms of the existence of a systematic and effective process for verifying compliance of suppliers with ILO core conventions, local labour laws or having remedial action processes in place. Evidence is provided to demonstrate that analysis has been undertaken on the nature of the supply chain and some initial assessment of labour standards risks has been made.

2 Good Confidence

Information is provided to demonstrate that some labour standards risk assessment has been undertaken. Where significant, convincing information is provided on action the tenderer takes to verify that ILO core conventions and relevant local labour laws are being maintained with their suppliers. This is supported with details of remedial action procedures. Some timescales are provided for key activities such as supplier communication, self-assessments and verification.

3 Excellent Confidence

Information is provided to demonstrate that labour standards risk assessments are undertaken as part of a systematic approach. Where assessments identify significant risks or concerns, convincing and comprehensive information is provided on action the tenderer takes to verify that ILO core conventions and relevant local labour laws are being maintained with their suppliers, and further up the supply chain. Details are also provided on remedial action policy and procedures. All information is supported by timescales, schedules and details on number of verifications undertaken - indicating an ongoing and systematic process.

Appendix B – Whole Life Costing

What is Whole Life Costing?

Whole Life Costing is a process of assessing all costs associated with procuring supplies, services or works. It takes account not only of the initial purchase price, but the on-going cost of ownership, disposal costs and life expectancy. Where relevant, it should also take account of the social, economic and environmental impact or costs of a product or service.

Whole Life Costing is sometimes also known as “Total Cost of Ownership”.

Why is it used?

The initial or upfront cost may at first appear to be the best, but the overall cost over the life of the product or service may be significantly higher than alternatives that may have a higher initial purchase price. Whole Life Costing enables you to identify the overall most economically advantageous solution taking into account future years’ budgets.

For example, compare a light bulb costing £0.50 that has a life expectancy of 6 months compared to a long-life one costing £2 with a life expectancy of 5 years. The cost of the cheaper option works out at £5 over 5 years, and is also likely to have energy costs as well.

What type of costs should be evaluated?

There is no single rule for this, but the following provides some guidance as to what could be considered.

Procurement costs:

This will not apply in all cases. For example, if undergoing a large-scale tender there will be associated costs plus employee time, compared with calling off from an existing framework contract (for example, using a consortia such as ESPO).

Acquisition costs:

This is the initial cost, and could include:

- The capital cost (if applicable)
- The revenue cost
- Any leasing, financing or hire costs
- Delivery costs
- Any implementation costs

Ownership costs:

This is the cost of owning the products during the expected life of the products (or contract length for the service), including:

- Maintenance and repair costs
- Support costs
- Running costs (energy, fuel, etc.)
- Storage costs
- Waste costs
- Cost of changing to another product or changes to procedures
- Amortisation (in cases where you are providing for the eventual replacement).
- Usage costs (resources required, training, etc)
- Upgrade costs
- Any costs relating to contract or relationship management.

There is also a need to factor in the comparative life expectancy of competing solutions. The exit costs or re-tendering costs may also influence the contract duration.

Disposal costs:

At the end of the product's life, what will the cost of disposal be?

- In the case of a service, will there be any costs in ending the service?
- Can the solution or product be reused, refurbished or recycled?
- Will there be a realisable residual or resale value?

Also consider any longer term benefits arising from the service or asset.

It might be that tenderers are asked how payments could be spread across the contract period given the initial capital cost and the ongoing operational efficiencies.

Sustainability assessments:

At the specification or tender stage, identify what the contract will provide in respect of environmental impact (including carbon footprint) plus economic and social benefits and ensure that these are considered in the evaluation model.

Some examples of social costs include:

- The impact on health & social care
- Benefit payments
- Traffic congestion & accidents
- Improved education

Some examples of economic costs include:

- Increased employment
- Engaging with local businesses to encourage responses to tenders & quotes
- Training opportunities created
- Promotion of local supply chains
- Urban regeneration

Some examples of environmental costs include:

- Climate change (CO₂ emissions)
- Local biodiversity (plants and animals)
- Sustainable products (recycled / efficient / ethical)
- Energy efficient products and services
- Pollution of land / air / water
- Green credentials & ethical standards

Although it is difficult to allocate a financial 'cost' to the sustainability assessments it is important to make sure that any contract takes into consideration the impact on society, the economy and the environment *where this is relevant to the contract*.

What can be evaluated?

Quotations and tenders may be evaluated if the 'costs' you wish to evaluate are 'relevant' to the subject of the contract and you are 'reasonable' in your request.

In addition there must also be a 'legitimate business need'; you must not be 'anti-competitive' with your request.

Appendix C – Examples of Equality Management Information

Age

- % of workforce who are over 65 years of age
- % of service users who are over 65 years of age
- % of workforce who are under 25 years of age
- % of service users who are between 16 – 25 years of age

Disability

- % of workforce who are disabled
- % of service users who are disabled

Gender Reassignment

- % of workforce who are in transition or have undergone gender reassignment
- % of service users who are in transition or have undergone gender reassignment

Marriage and Civil Partnership

- % of workforce who are married/in a civil partnership
- % of service users who are married/in a civil partnership

Pregnancy and Maternity

- % of workforce who are pregnant
- % of workforce on maternity
- % of service users who are pregnant
- % of service users on maternity

Race

- % of workforce from BME background (and their grade/status)
- % of service users from BME background

Religion or Belief

- % of workforce who have declared their religion or belief
- % of service users who have declared their religion or belief

Sex

- % of workforce who are female/male (and their grade/status)
- % of service users who are female/male

Sexual Orientation

- % of workforce identified as LGBT
- % of service users identified as LGBT

Training & Qualifications

- Qualification level attained by workforce, by 'protected characteristic'
- % of workforce that have completed relevant Equality and Diversity training/learning and development activities (Targets to be set, with specific date targeted by which all employees will have received the relevant training)
- % of workforce with knowledge of different cultures/speak languages other than English

Satisfaction

- Satisfaction levels with service/product, by 'protected characteristic'
- No. of complaints, by 'protected characteristic'
- % of workforce who feel they are treated with fairness and respect, by 'protected characteristic'

Pay

- Pay differential between male and female employees

Appendix D – Contract Conditions

Apprenticeships & Skills Training

- 1.1. The Contractor is required to take all reasonable steps to employ apprentices, and report to the Commissioner the numbers of apprentices employed and wider skills training provided, during the delivery of this Contract.
- 1.2. The Contractor is required to make available to its employees working on the Contract, information about the Government's Apprenticeship programme and wider skills opportunities.
- 1.3. The Contractor shall provide any appropriate further skills training opportunities for employees delivering the Contract.
- 1.4. The Contractor shall provide a written report detailing the following measures in the regular contract management process reporting quarterly and be prepared to discuss apprenticeships at contract management meeting:
 - 1.4.1. The number of people during the reporting period employed on the Contract, including support staff and sub-contractors;
 - 1.4.2. The number of apprentices and number of new starts on apprenticeships directly initiated through the procurement process;
 - 1.4.3. The percentage of all employees taking part in an apprenticeship programme;
 - 1.4.4. If applicable, an explanation from the Contractor as to why they are not managing to meet the specified percentage target;
 - 1.4.5. Actions being taken to improve the take up of apprenticeships;
 - 1.4.6. Other training/skills development being undertaken by employees in relation to this Contract including:
 - (a) Work experience placements for 14 to 16 year olds
 - (b) Work experience / work trial placements for other ages
 - (c) Student sandwich/gap year placements
 - (d) Graduate placements
 - (e) Vocational training
 - (f) Basic skills training
 - (g) On site training provision/facilities.

Long-term Unemployed

[The Contractor] will create Employment Opportunities of at least 10% of total workforce in connection with [the Project] targeted at people who have been unemployed or economically inactive for more than six months from [Employments Agency]. By supplying [name of Employment Agency] to create employment opportunities and any other associated action, [the Contracting Authority] and/ or [the Employment Agency] and/or their respective agents, do not suggest, and must not be interpreted to suggest that;

- a. the individuals referred to [the Contractor] by [the Employment Agency] are suitable for employment, and/ or
- b. [the Contracting Authority] and/ or its agents and/ or [the Employment Agency] have promised to supply suitable candidates for employment opportunities.

Payment of Subcontractors

Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a subcontract which requires payment to be made of all sums due by the Contractor to the subcontractor

within a specified period not exceeding 30 days from the receipt of a valid invoice

Recycling & Salvaging

[The Contractor] will increase the number Construction Waste and Site Office Products it recycles or salvages from [x] to at least [y] in connection with [the Project] within [the Timescale] and maintain the level of at least [y] for the remaining period of the contact.

Green Travel

[The Contractor] will reduce the number Commuter Miles from [x] to at least [y] in connection with [the Project] within [the Timescale] and maintain the level of at least [y] for the remaining period of the contact.

Note: The University has a Travel Plan from which it may be worth lifting elements for inclusion in a Green Travel clause.

Pollution

[The Contractor] will reduce the number Delivery Miles from [x] to at least [y] in connection with [the Project] within [the Timescale] and maintain the level of at least [y] for the remaining period of the contact.