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2<sup>e</sup> RÉPUBLIQUE FRANÇAISE

Connecting cities  
Building successes



**Contract no. 2014 URB 03 28**

**EVALUATION OF THE PILOT NETWORKS  
IN THE FRAME OF THE URBACT II EUROPEAN PROGRAMME:  
TRANSFER OF GOOD PRACTICE IN THE FIELD OF INTEGRATED AND  
SUSTAINABLE URBAN DEVELOPMENT  
AND DELIVERY OF LOCAL ACTION PLANS**

**SCHEDULE OF SPECIAL CLAUSES**

**AWARDING AUTHORITY**

**Agence nationale pour la cohésion sociale et l'égalité des chances (ACSE)**

Établissement Public administratif de l'Etat  
209-211, rue de Bercy - 75585 - Paris Cedex 12

## **PREAMBLE**

### **1- The European URBACT II programme**

**URBACT** is a European exchange programme for sustainable urban development.

It enables towns and cities to construct together responses to important urban issues. It asserts their key role in the increasingly complex challenges faced by our societies. It assists them in putting forward new, concrete and sustainable solutions which include the economic, social and environmental aspects. It allows the sharing of good practice and lessons to be drawn from exchanges with all professionals of the city in Europe. URBACT currently includes 500 cities from 28 countries and 7,000 active local stakeholders. URBACT is co-financed by the ERDF and the Member States.

### **2- Two pilots to prepare the next programming period**

During the preparation of the future operational programme for URBACT III (2014-2020), the needs for support to cities in the fields of transfer of good practice and successful implementation of integrated Local Action Plans for sustainable urban development were identified.

That is why the management authority of the URBACT programme proposed to the programme's Monitoring Committee to approve the launch of two types of pilot networks with a focus on:

- the transfer of good practice in the field of integrated and sustainable urban development
- the delivery of integrated local action plans.

The Monitoring Committee also decided when approving the principles of the pilot networks that an ongoing evaluation would be conducted throughout the pilot networks implementation.

Following the approval of the Monitoring Committee, 2 calls were launched for the creation of new networks:

- a call for proposals opened to all EU cities, which allowed to select and approve 6 networks of cities willing to transfer a good practices (including the “giving city”, holding the good practice)
- the 9 networks created under the 2<sup>nd</sup> call (closed since spring 2013) were invited to submit an application for the continuation of their networking activities with a focus on the delivery of the action plans they had produced as partners under their previous network. This led to the approval of 3 Pilot Delivery networks.

*A more detailed presentation of the pilot networks is attached to this contract (Annexe)*

## **ARTICLE 1. PURPOSE OF THE CONTRACT**

This contract is for the on-going evaluation of 2 types of pilot networks set up in the frame of the URBACT II Programme:

- a/ the transfer of good practice in the field of integrated and sustainable urban development
- b/ improved delivery of local action plans.

## **ARTICLE 2. CONTRACTUAL DOCUMENTS**

The contract is made up of the contractual documents listed below in decreasing order of importance:

- the bid (DC3);
- the present Schedule of Particular Clauses<sup>1</sup> (SPC) and its appendices;
- the schedule of General Administrative Clauses applicable to government procurement of Intellectual Services (GAC/GPIS), approved by the directive of 16/09/2009, option B;
- the successful bid.

Only original documents, stored in the agency's archives, shall be considered valid.

## **ARTICLE 3. PROCEDURE AND FORM OF THE CONTRACT**

### **3.1 The contract's procedure and form:**

This contract is awarded under a special procedure in accordance with Article 28 of the French Public Procurement Code. It is a single contract with a set price.

### **3.2 Form of notifications:**

The successful bidder will be notified of the awarding authority's decisions or information about deadlines:

- either directly or through a duly qualified representative in exchange for a receipt submitted by hand;
- or by letter (registered mail with acknowledgement of receipt);
- or by dematerialised exchanges, electronic transmission (fax, e-mail or any other electronic means) or electronic materials (the means of transmission must make it possible to give a certain reception date);
- or by any other means making it possible to attest the date the decision or information was received.

## **ARTICLE 4. DURATION OF THE CONTRACT**

The contract shall begin on notification of the contract and shall end no later than 30 June 2015, with the delivery of the evaluation report.

## **ARTICLE 5. SERVICES REQUESTED**

Until now URBACT has been working with cities only on the action planning phase. This will change during the next programming period 2014-2020 (URBACT III) when the programme is expected to work also with cities implementing integrated urban plans and actions, especially with cities which will implement integrated urban strategy in the framework of the cohesion policy.

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<sup>1</sup> In case English and French versions of the tendering documents can be interpreted differently, the French wording will prevail.

The aim of the pilots is to explore how the networks can be organised in the next programming period and URBACT III for cities implementing integrated action plans and for cities transferring good practice. The aim of this evaluation is therefore to assess how these projects are being implemented and how to possibly embed the lessons learnt in framing the tools for the next programme.

The networks of the two pilots will have the same schedule with a common kick off meeting in Paris with the cities lead partners and the lead experts involved in the networks 29-30 and 31 January 2014; another common meeting will be planned during the second semester 2014 for a review and a follow up of the projects and the end of the networks in March.

Each pilot Transfer Network will be accompanied at programme level by a dedicated expert, one of the 4 Thematic Pole Managers, who will support and follow these projects in terms of content, methods for exchange and learning, and design of outputs.

The evaluation must cover the main areas of activity of the pilot networks and examine their impact on the cities involved in relation to the transfer of a practice on one hand, and to the delivery of Local action plans on the other hand.

It has to be remembered that the aim of the evaluation is not to assess the work and the delivery of each network and city per se but to identify the strengths and weaknesses of the methodology of work of the two pilots so as to improve their framework for the new programming period, and to make recommendations on future networks to be integrated as fundamental tools for sustainable cities in the URBACT III programme.

**A/ For the pilot about the transfer of practice related to the improvement of city performance in the field of sustainable and integrated urban development** the following questions and activities shall be examined:

1. Was the application and selection process effective in attracting and selecting good proposals?
2. Was the composition of the approved networks appropriate in relation to the practice to be transferred (choice of giving and receiving cities)?
3. Are the activities related to the transfer of the practice at local level for each recipient city well designed to allow a good implementation: description of the practice used in the "city providing the practice", baseline situation in all the receiving partners regarding the context for transfer, level of involvement of the appropriate stakeholders so as to ensure the participatory approach?
4. Are the activities related to transnational exchange activities at network level planned and designed to allow partners to benefit from one another's experience? Did the exchange enable partners to understand how the transfer of the practice can be effected in different settings? Where are the limits?
5. Is the expertise provided to each network effective? What are the characteristics of a high quality expert support in the transfer process? Are the activities carried out under the heading expertise relevant and clear enough? Is the amount of expert support provided (number of days) sufficient? What added-value does the expertise bring? Could the expertise be delivered differently or improved? How does the network deal with the different needs of cities for expertise at local level?
6. Have the guidance and tools provided by the programme been useful and used (e.g. Toolkit for URBACT Local Support Groups)? Have the support provided by the URBACT Secretariat (e.g. through daily contacts, during meetings organised in Paris,

participation in network meetings, etc.) and by the Thematic Pole Managers (e.g. through regular monitoring and advice, participation in network meetings, etc.)

7. To what extent were practices actually transferred in receiving cities? What were the elements of success for the transfer of the selected practices?
8. What has been the added-value of the network activities for the “giving city”?
9. Has the network experience led to an improvement of the initial practice?
10. In which way should the framework for pilot transfer networks be improved for a better success of transfer, in terms of selection and composition of the networks, duration of the networks, activities, expertise support?

**B/ For the pilot on delivery of Local Action Plans** the following questions and activities shall be examined:

1. Are the activities designed around the four work packages appropriate to support cities implementing integrated action plans (project management, transnational exchange, impact on local governance and urban policies, communication and dissemination)?
2. In what ways should transnational exchange and learning activities be improved to support cities implementing integrated urban strategies and action: organisation and partners involved, peer-reviews, field visits, master classes, teaching by external keynote speakers, bilateral meetings between 2 partners (aiming to explore a specific issue/practice), virtual workshops using teleconferences, Webex, Skype, etc.?
3. Was the participative approach maintained effectively in the different dimensions of LAP implementation (organisation and steering of local teams, monitoring, public procurement procedures, communication, etc.)?
4. Did the cities achieve to build cooperation relationships with Managing Authorities of Operational Programmes? How did they do this and what was the motivation of partners?
5. Did the networking activities allow to identify specific training needs for stakeholders involved in the implementation of the Local Action Plans? Which ones?
6. Is the expertise provided to each network effective? What are the characteristics of a high quality expert support? Are the activities carried out under the heading expertise relevant and clear enough? Is the amount of expert support provided (number of days) sufficient? What added-value does the expertise bring? Could the expertise be delivered differently or improved? How does the network deal with the different needs of cities for expertise at local level?
7. Have the guidance and tools provided by the programme been useful and used (e.g. Toolkit for URBACT Local Support Groups)? Have the support provided by the URBACT Secretariat (e.g. through daily contacts, during meetings organised in Paris, participation in network meetings, etc.) and by the Thematic Pole Managers (e.g. through regular monitoring and advice, participation in network meetings, etc.)
8. Based on the experience of the pilot what are the key success factors for the implementation of integrated urban projects? e.g. monitoring framework, coordination and animation of the Local Support Groups in the delivery phase of the LAP/ participatory approach, communication on actions being implemented, new structures for local governance (re-organising municipal structures, creation of cross-department teams, etc.), cooperation with other levels of government (managing authority, regional and national level, agencies, other cities), quality of the external expertise? Are there other important elements?
9. What is the state of play in the implementation (or non-implementation) of the LAP of the partner cities at the end of the pilot network? What are the successes and the limits? Was the review made by cities of their LAPs as part of the baseline situation, at the beginning of the network, effective and useful to steer network activities and

improve the delivery at local level? Have partners designed useful self-assessment tools to measure the distance travelled in the delivery of the LAPs throughout the network life cycle?

10. In which way should the framework for pilot delivery networks be improved to ensure appropriate and efficient support to cities implementing integrated action plans, in terms of selection, partnerships, duration, activities, expertise support, etc.?

Taking into account the result of the assessment of the two pilots, the evaluation shall make concrete proposals, backed by evidence from the pilots, for the design of the networks which should be launched from 2015 to support cities with the transfer of good practices in the field of sustainable urban development and the implementation of integrated urban projects.

## **ARTICLE 6 – METHODS OF EXECUTION**

### **6.1. Methodology**

The service provider will propose a methodology for the evaluation of both types of pilots which shall combine:

- desk work
- contact with beneficiaries (city partners and stakeholders) for example by surveys, telephone, face to face
- participation in a number of pilot networks meetings/ activities
- participation in meetings organised at programme level with the networks' Lead partners and Lead experts (normally 2 meetings)

The methodology will be discussed and refined during the inception meeting.

### **6.2. Coordination**

The service provider will report to the URBACT Secretariat on a regular basis. Coordination of the evaluation study will be ensured by the Projects and Capitalisation Pole.

In addition, a steering committee will be set up, composed by members of the URBACT Secretariat, a representative of the URBACT Managing Authority and Thematic Pole managers involved in supporting the pilot networks. The steering committee will validate the methodology, support the service provider along the way and as needed, e.g. with the design of samples, selection of site visits, etc. The steering committee will also review the interim and final reports, and provide comments for improvement when appropriate.

4 coordination meetings should normally be organised during the execution period:

- 1<sup>st</sup> meeting to launch the evaluation study and review the inception report (incl. methodology, work plan and deliverables), approximately 2 weeks following notification to the service provider
- 2<sup>nd</sup> meeting to review first findings and contract implementation (Oct-Nov 2014)
- 3<sup>rd</sup> meeting to review interim findings and review work plan for final step of the evaluation (Febr-March 2015)
- 4<sup>th</sup> meeting to discuss results of the evaluation and recommendations, building on a draft final report (May-June 2015)

Additional virtual coordination meetings will be scheduled with the service provider as needed for a smooth delivery of the service.

### **6.3 Correspondents**

For the contract holder, the project coordinator is the one presented in the offer.

The technical correspondent of the URBACT Secretariat for this contract is Melody Houk, Projects and Capitalisation Manager, and the corresponding administrative and financial correspondent is Thierry PICQUART, Administration & Coordination Manager. The language of correspondence between the contractor and the Acsé-URBACT Secretariat is English or French.

### **6.4 Expected deliverables**

The expected deliverables are the following:

- an inception report submitted before the 1<sup>st</sup> meeting, presenting the evaluation questions, the methodological framework and work plan
- a 1<sup>st</sup> interim report presenting the first findings of the evaluation and state of play regarding the implementation of the methodology and work plan (Oct-Nov 2014)
- a 2<sup>nd</sup> interim report presenting interim findings and refining the work plan for the last phase of the evaluation (Febr-March 2015)
- a final report presenting the evaluation framework, the results of the evaluation and recommendations building on the evaluation findings (May-June 2015).

The draft Final evaluation report shall be submitted to the Acsé-URBACT Secretariat by 10 May 2015. This document shall be submitted as a hard copy and in an electronic format.

Request for changes may be made as needed before validation of the final documents. The contractor agrees to make these changes within the set deadlines and submit the final definitive report by 30 June 2015.

Validation of the material shall be made by email. Only the final validation of the documents by the Acsé - URBACT Secretariat shall be deemed to be acceptance of the services.

The documents submitted by the contractor must be in English.

## **ARTICLE 7. CONTRACT PRICE**

This price is fixed, final and comprehensive. It includes the completion of all the required services and all costs and expenses relating to the implementation of these, in particular travel and accommodation costs for meetings, interviews, etc., reprographic copying and postal charges etc.

## **ARTICLE 8. INVOICING AND PAYMENT PROVISIONS**

### **8.1. Invoicing provisions**

The invoice shall be made out in one original and one copy bearing, besides the legal stipulations, the following indications:

- the contract reference
- the name of the contracting parties
- the contractor's bank account (name and address of bank, name and address of the account holder, IBAN and BIC / SWIFT details)
- the services provided
- the prices excluding VAT
- the rate of VAT
- the amount of VAT
- the total amount to pay inc-VAT
- the date
- the invoice number

The invoice, made out to Acsé - URBACT Secretariat - shall be sent to:

ACSE-URBACT Secretariat  
5, rue Pleyel  
93283 Saint-Denis Cedex

## 8.2. Overall payment time

In accordance with current regulations, the public entity shall pay the amounts due within 30 days from the date of receipt by the Acsé-URBACT Secretariat of the invoice.

Failure to pay, within this period, automatically, without further action, accrues default interest to the benefit of the contractor, at the rate fixed by the regulations in force in France on the date of notification of the contract.

## 8.3. Payment provisions

Payment will be made according to the following schedule:

- A 1<sup>st</sup> payment of **30%** is made to the contractor after validation by the URBACT Secretariat of the 1<sup>st</sup> interim report (November 2014).
- A 2<sup>nd</sup> payment of **30%** is made to the contractor after validation by the URBACT Secretariat of the 2<sup>nd</sup> interim report (March 2015).
- The remaining **40%** is paid to the contractor on presentation of the invoice after validation of the final report by the URBACT Secretariat (July 2015).

## ARTICLE 9: THE SUCCESSFUL BIDDER'S OBLIGATIONS AND RESPONSIBILITIES

- The successful bidder appoints a team leader to carry out the service on behalf of the ACSÉ- URBACT Secretariat.
- The successful bidder agrees to replace any team member in charge of executing the present contract who fails to adequately carry out his or her tasks. The proposed replacement's qualifications must be at least equal to those of the team member he or she replaced and no replacement may result in a change in the services' price.
- The ACSÉ-URBACT Secretariat must approve any change of the team leader and members on the successful bidder's initiative beforehand.



## **ARTICLE 10: SUB-CONTRACTING**

During the execution of the contract the successful bidder can present one or more sub-contractors to the ACSÉ-URBACT Secretariat. However, the sub-contractor cannot begin performing the services the successful bidder has requested him/her to carry out without first obtaining the awarding authority's acceptance of the sub-contractor and approval of his/her payment terms.

## **ARTICLE 11: CHANGES AFFECTING THE SUCCESSFUL BIDDER'S STATUS**

During the contract's period of validity, the successful bidder is required to inform the ACSÉ-URBACT Secretariat, in writing and without delay, of any changes affecting the company's status, including changes to the name of the account to which payments of the amounts due on the present contract are to be paid.

If the successful bidder neglects to comply with that provision, he or she is informed that the ACSÉ will not be held responsible for late payment of invoices containing an anomaly compared to the instructions in the bid, due to changes occurring in the company or involving the company's status of which the ACSÉ has not been made aware.

## **ARTICLE 12: CONFIDENTIALITY-OWNERSHIP OF RESULTS**

### **12.1 Confidentiality**

The successful bidder agrees not to disclose any information he or she may have learned while performing the service.

### **12.2 Ownership of results**

In the framework of this contract, the contractor exclusively waives all his property rights related to the results, partial or not, to the MA/JTS, enabling it to freely exploit them for the legal duration of the intellectual property.

The "results" signify all the components, regardless of the form, type and medium that are consequent to the execution of the services covered by the contract.

In compliance with copyrights, these intellectual property rights include all the property rights to reproduction, representation and distribution, notably the right to use and permit use of, to incorporate, integrate, adapt, arrange, correct and translate the results, even partial, of all or a part of them, as they are or modified, by any means, in any form and in any medium.

The ACSE-URBACT Secretariat, who is owner of all the documents related to this contract, may use the results, even partial, of the services, reproduce the results and transmit them to a third party, in compliance with the regulations defined by the CNIL. Prior approval from the URBACT Secretariat should be received for these uses. The price of this transfer is included in the contract amount. This transfer is applicable in France and the entire world, notably in case of publication on the Web. This transfer covers the results, even partial, as of receipt of the services requested.

For this use and publication of the results, even partial, by authors or third parties, there should be a prior agreement with the URBACT Secretariat. This request for authorisation is sent by post addressed to the URBACT Secretariat.

Any authorised publication should mention URBACT financing and be sent to the URBACT Secretariat for information purposes.

The contractor agrees not to disclose any information of which it may have become aware during the execution of its service either from the agents of the institution or outside of it.

## **ARTICLE 13: PENALTIES**

### **Late fees**

If the successful bidder fails to meet the deadlines stipulated in the contract and the delays are not attributable to ACSÉ or a force majeure, a late payment penalty of €100 including tax per day of lateness will be charged.

However, the successful bidder may request a deadline extension by sending the awarding authority a request in writing, including the reason for the extension request and the new requested deadline, which must fall by the end of the contract's term. If the extension request is accepted the successful bidder will be notified in writing.

### **Penalties for poor execution**

In keeping with Article 25 of the General Conditions of the Contract, where upon request from the ACSE-URBACT Secretariat, the quality of a service remains unsatisfactory given that it fails to comply with the services listed in the contractual documents, the Contracting Authority shall reserve the right to review the price depending on the extent of the defects observed, except in any cases of force majeure. Such a decision must be justified and the Contract Holder must be in a position to present their own observations.

### **Penalty for undeclared work**

In accordance with article L.8222.6 of the Labour Code, penalties may be imposed on the contractor if it does not carry out the formalities stated in articles L. 8221-3 to L. 8221-5 of the Labour Code relating to undeclared work.

## **ARTICLE 14: TERMS OF CANCELLATION**

The ACSÉ may cancel the contract in compliance with the provisions of chapter VII of the GAC/GPIS as well as in the following conditions:

### **14.1 Cancellation due to the successful bidder's fault**

If the ACSÉ establishes that the successful bidder has poorly carried out the services or not at all, it will send him or her a registered letter with acknowledgement of receipt listing the defaults and asking him or her to present his or her observations and, if necessary, meet the obligations described in the letter, within 15 days of the notification date.

If the ACSÉ receives no reply or the services remain unsatisfactory by the end of the 15-day period, the ACSÉ may cancel the contract due to the successful bidder's fault without warning by registered letter with acknowledgement of receipt. In the event of cancellation for

breach of contract, the successful bidder will not receive compensation for services performed.

In addition, and in application of article 47 of the government procurement code, in the event that the information required by articles 44 and 46 is inaccurate, the awarding authority, after prior warning, may decide to cancel the contract due to the contracting party's fault without compensation.

#### **14.2 Unilateral cancellation by the public corporation**

The public corporation may at any time end the execution of the services required by the contract before the term of the latter for on grounds of the public interest. The successful bidder will be notified of the decision to cancel by registered letter with acknowledgement of receipt. Compensation for the cancellation will be calculated in compliance with chapter VII of the GAC/GPIS.

#### **ARTICLE 15: SETTLEMENT OF CONTRACT-RELATED DISPUTES**

In no case can the successful bidder invoke disputes with the ACSÉ as a reason to permanently or momentarily stop providing the services called for in the contract.

The present contract is governed under French law. Only French courts are competent. Failing an out-of-court settlement, any dispute stemming from the application of the present contract will be submitted for referral to the Paris administrative court.

In compliance with article 127 of the Government Procurement Code, any dispute may be brought before the consultative committee of friendly settlements of disputes relating to government contracts.

#### **ARTICLE 16: EXCEPTIONS TO THE GAC**

Article 13 , "PenaltiesLate Fees", is an exception to article 14 of the GAC/GPIS.