



**Invitation to Tender for NPS
Managed Service for the Provision of Agency Workers
Project Reference No. NPS-PSU-0010-14**

SECTION 4 - SPECIFICATION

Part1	General
Part2	Services Required
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Part 1: GENERAL

1.1 Background

- 1.1.1 This procurement process is for the tender and award of a new Framework Agreement for the supply of a “Managed Service for the Provision of Agency Workers” to the public sector in Wales.
- 1.1.2 This procurement exercise is being conducted by the National Procurement Service for Wales (NPS), which is hosted by the Welsh Government. Further information on the NPS can be accessed at the link below:
- <http://npswales.gov.uk/?skip=1&lang=en>
- 1.1.3 As a consequence of the Government of Wales Act 2006, the contracting party will be the Welsh Ministers, hereafter referred to as “the Client”.
- 1.1.4 The Client, on behalf of the Welsh public sector, wishes to establish a Framework Agreement (the Agreement) for the supply of a managed service for the provision of Agency Staff.
- 1.1.5 Welsh public sector organisations “Customers” will be entitled to place orders under any resultant Agreement on the Terms and Conditions of Service set out in Section 3.
- 1.1.6 The NPS will be responsible for the overall management of the Agreement, and they will also be responsible for liaison with all other Customers.

However, Customers (Users) will be responsible for contract management of the service providers on their respective orders and contracts.

1.2 Scope

1.2.1 The Agreement will be for a period of three (3) years, with an option for the Client to extend the Agreement for up to a further one year at the end of year three. The anticipated commencement date is 8th April 2015 for lots 1 and 2 and 1st August 2015 for Lot 3.

No subsequent User Agreement awarded under this framework for Lot 1 and Lot 2 will extend beyond the six month period after the expiry date of the Overarching Framework Agreement. For Lot 3 no User Agreement will extend beyond 31st July 2018 or 2019 if the extension period is taken up.

1.2.2 The Framework is for the provision of a managed service for the supply of temporary agency staff (“the Services”), using the following models.

The **Master Vendor Service Provider (MVSP)** Lot(s) exist for those “Customers” who wish to appoint a Service Provider to manage their supply need, but who can, if they choose, also provide through their own resource pool. The successful Master Vendor(s) should aim to provide no more than 80% of the temporary workers from their resource pool, with at least 20% being provided by tier agencies. The MVSP should encourage local SME’s to join the tiering provision wherever possible.

The **Neutral Vendor Service Provider (NVSP)** Lot exists for those “Customers” who wish to appoint a Service Provider to manage multiple agencies. The successful Neutral Vendor(s) should aim to provide no more than 20% of temporary workers from companies within their own group, with at least 80% being provided by tier agencies. The NVSP should encourage local SME’s to join the tiering provision wherever possible.

The Service offered will be to provide agency workers, either through the customers own resource pool, and / or via the management of existing (and potentially new) providers across the following categories:

Professional / Managerial / Technical / Clerical / Admin	Audit & Regulatory, Accountant, Revenues & Benefits, Communications & Marketing, Community Support, Construction & Building, Finance, Housing, HR, Management & Executive, Mechanical & Engineering, Project & Regeneration, Transport & Planning, Admin, Customer Service, PA, Secretarial, Interim Managers and EOTAS Tutors.
Social Care	Qualified and unqualified social workers and social care workers for adults and children including nursery and youth workers, Domiciliary Care workers
ICT	Technical Design Authority, Systems Developer, Database developer, Test Manager, Test Analyst, Software Programmer/ Developer, Data Analyst,

	Application Support Manager, CRM Developer, Microsoft Sharepoint Systems Developer
Construction, Trades, Operational, Support Staff	Catering, Cleaning, Cooks, Refuse Collectors, Drivers, Tradesmen, General Trades & General Labour
Health (non clinical – non medical)	Medical Secretaries, Clinical Coding, Health Records, Hotel Services (Hospitality), Drivers (inc. Ambulance), Stores & Logistics, Play Workers
Police <i>Specific security clearance requirements to be defined by customers at award</i>	Investigators, Major Event Officers, Control Room Emergency Call Handlers, Custody Unit Nurses, Specialist ICT, Vehicle Technicians, CMU Crime Inputter, Admin Assistant, Assistant Financial Accountant, Assistant Management Accountant, Business Support Admin, Investigator Professional Standards Department, Nurse (Custody Department), Pay Clerk, Project Assistant, Scanning Project Officer, Web Editor, Technical Web Support Officer, Vehicle Technician, Vehicle Workshop Assistant
Fire	Various Roles (e.g. Occupational Health Nurses, HGV & LGV Technicians)
Education	Supply Teachers, cover supervisors, teaching & classroom assistants, midday supervisors, caretakers, invigilators, business managers, school bursars and clerical, Education Other Than At School (EOTAS) Tutors

1.3 Definitions

“**Client**” is the National Procurement Service, acting on behalf of the Welsh Ministers

“**Tender**” means the offer or bid submitted to provide the Services.

“**Bidder**” means a Service Provider submitting a tender to the National Procurement Service for consideration for inclusion on the framework.

“**Service Provider**” means the successful bidder(s) (Managed Service Providers) in each Lot.

“**Agency / Agencies**” means a business providing Agency Workers.

“**Tier Provider**” is an Agency that has signed a tiering agreement with the Service Provider.

“**Agency Worker**” means a temporary worker undertaking an assignment as requested by a User. The Agency Worker is not an employee of the User/Client/Client.

“Agency Fee” means the fee charged by the Service/Tier Provider for providing the temporary agency worker.

“Managed Service Providers Booking Fee” means the charge applied by the Service Provider to cover the overhead costs incurred in managing the service.

“Fill Rates” means the % of placements fulfilled by the Service Provider in accordance with the Users requirements.

“Customer” means any Welsh public sector organisations entitled to use this Framework Agreement.

“User” means any Welsh Public Sector organisations entitled to use this framework agreement, as identified in the tender documentation.

“User Agreement” means a contract agreement entered into between the Service Provider and a Customer pursuant to this agreement;

“Resource Pool” means all Agency Workers registered with the Service Provider.

“Group Companies” means any Agency Business operating under either the same main brand name or group of companies as the Service Provider.

1.4 Customers

- 1.4.1 The National Procurement Service is a pan public sector organisation, for the public sector, of the public sector, which will deliver 'All-Wales' contracts and frameworks for all public sector organisations in Wales. The current list of organisations signed up to using the National Procurement Service can be found at:

<http://npswales.gov.uk/about-us/customer-member-organisations?lang=en>

This list may be subject to change if further organisations sign up to use the NPS, or if any of these organisations are replaced during the life of the agreement.

In addition, the agreement will be available for use by All Schools and Educational Establishments, Town and Community Councils, Housing Associations and Voluntary Organisations within the City and County Boundaries of Wales.

- 1.4.2 Welsh Public Sector organisations that are not named above, but sign up to the NPS during the term of the agreement will be allowed to use the Agreement as NPS members.

1.4.3 The successful Service Provider(s) must actively market the Agreement to those organisations (“Customers”) listed above.

1.5 Estimated Annual Quantity and Value

1.5.1 The Agreement will **not** be for any fixed value or quantity. However, for information purposes, the estimated spend of the current framework is approximately £40,000,000 per annum, and total spend on agency workers by the Welsh public sector (bodies included within this arrangement) is anticipated to be between £60,000,000 and £100,000,000 per annum.

1.5.2 There is no guarantee of value or volume within the framework, however it is envisaged that the competitiveness of the arrangement will maximise participation.

1.5.3 Nothing in this Invitation to Tender (ITT) or any Agreements awarded as a result of this ITT process shall place an obligation of any kind whatsoever on the Client or any other potential Users to purchase services from the selected Service Provider(s) to the exclusion of any other source of supply.

1.5.4 Bidders should note that the existing WPC framework will not expire until 31st January 2016, and so for the period of 8th April 2015 to 31st January 2016, the following Customers will not use this new arrangement:

LOT 1 – Master Vendor	LOT 2 – Vendor Neutral	LOT 3 – Education (School)
Blaenau Gwent CBC	Cardiff Council	Cardiff & Vale College
Bridgend CBC	Caerphilly CBC	Gower College Swansea
Monmouthshire County Council		Blaenau Gwent CBC
Newport City Council		Bridgend CBC
Powys County Council		Caerphilly CBC
Rhondda Cynon Taff CBC		Cardiff Council
Torfaen CBC		Ceredigion County Council
Vale of Glamorgan Council		City and County of Swansea
		Denbighshire County Council
		Flintshire County Council
		Merthyr Tydfil CBC
		Monmouthshire County Council
		Neath Port Talbot CBC
		Newport City Council
		Pembrokeshire County Council
		Rhondda Cynon Taff CBC
		Torfaen CBC
		Vale of Glamorgan Council
		Wrexham CBC

1.5.5 Bidders should note that some Customers may have other existing contractual arrangements in place, and following the conclusion of their individual agreements it is expected that these organisations will be utilising this National Procurement Service framework agreement.

1.5.6 Bidders must complete all Qualification, Technical and Commercial questionnaires, relevant to the Lot for which they are bidding.

1.6 Minimum qualification criteria

1.6.1 Please note, as a minimum, the Service Provider(s) will need to meet the requirements set out in the Qualification questionnaire (schedule 5.1). Failure to meet these requirements will disqualify the Service Provider from taking any further part in the tender process.

1.6.2 Bidders responses to the Qualification questionnaire will be checked before Award of the Agreement, and if any information is found to be false, the Tenderer will be excluded from the process.

1.7 ICT Requirements

The use of ICT in the proposed business model and the provision of the Services will be of imperative importance in order to deliver process efficiency improvements.

Telephone and other methods of ordering agency workers should also be supported, whilst ensuring that all management information is captured.

Customers will utilise a variety of Financial / Procurement / HR / Payroll and Works Order Management system e.g. SAP, ORACLE. Whilst your solution may utilise these systems, it is accepted that a solution outside such systems may better deliver the desired outcomes, and will be given equal consideration.

The notification process to Tier Providers must also be streamlined and automated which provides a single point of access via the Service Provider. It is anticipated that the Customers will not contact Tier Providers directly and any situations where direct contact is made will be notified to the Service Provider.

The ordering system which is established must have a method that allows line managers to authorise orders prior to placement.

As a minimum, the electronic solution offered will deliver:

- 1) electronic ordering
- 2) ability to order agency workers on a 24 hour, 7 days a week, 365 days of the year basis

- 3) electronic timesheets for all agency worker categories
- 4) one weekly consolidated invoice which will state

- a. name of the originating officer
- b. relevant general ledger code
- c. name of provider of agency worker
- d. name of the agency worker
- e. job type
- f. job title
- g. Service area
- h. number of hours
- i. hourly rate paid to agency worker
- j. National Insurance
- k. Agency Fee
- l. Managed Service Provider Booking Fee

- 5) Management Information reporting capability

The Service Provider will update all on-line and management information systems in an accurate and timely manner, and have a contingency / disaster recovery plan in the event of any kind of failure which could have an adverse impact on the Service. A weekly report of the areas agreed between the parties is to be sent via email to the User.

- 6) All User information will be shared with the National Procurement Service, upon request.

Part 2: SERVICE SPECIFICATION

This section will describe the fundamental Services and deliverables that a Managed Service Provider must be able to provide. Any specific details will be discussed and agreed prior to commencement of the Contract based on the particular needs of the Customer making use of the Framework, either via a direct award (where possible) or further competition.

2.1. Lots

2.1.1 The key objective of this procurement process is to secure a high quality managed service for the provision of agency workers, which offers Customers value for money and added value in the services being provided. In order to do this, the requirements have been split into three (3) separate lots to appoint suitably qualified and experienced Service Providers, and to recognise that Customers will have differing needs and Service Providers will have different supply models.

The three Lots are as follows:

Lot 1 – Master Vendor (MV) Service Provider for Corporate Staff

Lot 2 – Neutral Vendor (NV) Service Provider for Corporate Staff

Lot 3 – Managed Service Provider (MV or NV) for Education Staff

Note: Corporate staff means any roles reasonably required by a Public Sector organisation.

Education staff means any roles reasonably required by a School (Primary and Secondary Education)

2.1.2 Further details on the requirements of the above lots can be found in Section 1.2: Scope.

2.2. Core Service Requirements – applicable to all Lots

2.2.1 The following service requirements are core for all customers/users.

2.2.2 It is expected that orders for agency workers will be made via a web enabled solution which will request, as a minimum, the Service area, the start and expected end date of the assignment, the job title, associated job profile, ceiling charge rate and coding for invoicing purposes.

2.2.3 Occasionally, it will not be possible to request an agency worker electronically. Therefore, it is essential that a process is available to make booking requests via email or telephone or fax. The minimum information required will be the same as that required for the e-booking system.

- 2.2.4 The Service Provider must acknowledge receipt of all requests.
- 2.2.5 For **short notice bookings** (same or next day) the Service Provider will respond with one or more named individuals **within two working hours** from receipt of the initial request. For **next day plus** bookings, the Service Provider will respond **within four working hours** from receipt of the initial request.
- 2.2.6 If the request is for a highly specialist role, the Service Provider will agree with the User the required timescale and provide accurate and timely progress reports.

In many cases, for more specialised work, it is likely that the User will want to interview the agency worker prior to them being given the assignment. Ensuring the competency of the agency worker as required by the User will be the responsibility of the Service Provider. This point needs to be addressed by the Service Provider, and will form part of the Key Performance Indicators.

The Service Provider is responsible for appropriate selection procedures for the placement of agency workers, including agency workers supplied via the Tier Providers.

- 2.2.7 As a minimum, the Service Provider will record all requests from the Users for agency workers, response times, name of worker allocated, name of supplying agency, length of placement, the Users budget code charged, job type (general / professional / technical etc) and details of any complaints received.
- 2.2.8 The Service Provider will provide as requested copies of the basic Users induction details to all Tier Providers to enable agency workers to be briefed prior to arriving on-site. In addition, Users may require appropriate personal protective equipment (PPE) to be provided prior to engagement of any agency worker at no cost to the User. The actual requirements will be specified at the User Agreement stage. Please note that the User will provide any specialist equipment required. Please note that any User Agreement's will terminate if the Overarching Framework Agreement is terminated.
- 2.2.9 The Service Provider shall take all reasonable precautions to ensure the suitability of agency workers supplied. The Service Provider will be required as a minimum to comply with the following pre-employment check process, prior to each assignment:

Background checks are carried out on all agency workers including:

- At least 2 references including 1 from the immediate past employer (this will include the requirement to comply with the Users reference checking processes)
- Evidence of identity, eligibility to work and remain legally within the UK
- Check that qualifications and training recorded are true and accurate

- Relevant medical clearance
- Relevant registration documents
- Relevant DBS, Safeguarding and Compliance Checks
- Driving Licence Checks

2.2.9 Where necessary, the Service Provider shall ensure that agency workers supplied under this Contract hold a current and valid DBS (Disclosure and Barring Service) check appropriate to the nature of the work involved (Update Service). For Police Force workers Recruitment Vetting and National Security Checks (Counter Terrorism Check (CTC) or Security Clearance) are required as a minimum, where appropriate and as agreed.

2.2.10 If for any reason agency workers supplied via the Service Provider are found by the User to be unsuitable or incapable of carrying out the work required, or to be disruptive to other members of staff, the Service Provider will be notified to terminate the placement with immediate effect and supply a suitable replacement within **24 hours**, or at a time agreed with the User. Where an agency worker has been supplied and their engagement with the User is terminated within 24 hours due their unsuitability for any justifiable reason, as outlined in **Section 4.4**, points **(iv)** and **(v)**, the User will not pay the Service Provider for this worker.

2.2.11 The Service Provider will maintain a list of the User establishment's addresses for use by its staff when dealing with requests and an original list will be supplied by the User on award of the contract.

2.3 TIER PROVIDERS

2.3.1 Introduction

The User will provide details of all the current agency providers who the Service Provider would initially invite to become Tier Providers. In order to become a Tier Provider, the User accepts that current providers must "sign-up" to the requirements of this framework arrangement, including where proposed, the mark-up percentages set. The User will provide a letter to the Service Provider, which can be forwarded to the current providers, which confirms the changes and advises them that the contractual relationship will now be between the Service Provider and themselves.

The Service Provider will be required to enter into a contract with Tier Providers, and will provide the Client with a copy of the proposed Terms and Conditions prior to Framework implementation. The Client/ User reserves the right to make reasonable additions or changes to these terms and conditions.

The Service Provider shall ensure that such terms and conditions shall be no less onerous than the Service Provider's contract with the User and will include (without limitation to the generality of the foregoing) clauses that ensure:-

- i. Compliance with all applicable legislation and employment regulations.
- ii. Background checks are carried out on all agency workers as defined in **Section 2.2.8 and 2.2.9** of this ITT.
- iii. Protection of confidentiality through the signing of an appropriate Confidentiality Agreement.
- iv. Dispute resolution process
- v. Adequate and appropriate insurance cover is maintained including Public Liability (£5m minimum), Professional (£5m minimum) and Employers Liability (£10m minimum). However, Users, may require different insurance levels and will detail these as part of their Mini Competition process.
- vi. **Tier Providers being paid by the Service Provider in accordance with Schedule D - Framework Agreement Terms and Conditions.**
- vii. Agency workers wear suitable clothing (appropriate to the role) and must be provided with appropriate personal protective equipment and safety footwear where necessary.
- viii. All training required to enable the agency worker to undertake the requirement of the role must be included in the cost of supplying the agency worker.
- ix. A clear process for temporary to permanent employment which will include a requirement that there is no introductory fee charged after 12 weeks placement.
- x. A clause clearly stating that the Tier Providers are not prevented from doing business directly with the User if, for any reason, the arrangements with the Service Provider are terminated or suspended.
- xi. Any and all intellectual property rights developed by an agency worker whilst engaged by the User shall belong to the User.

2.3.2 Vetting

The process of vetting will vary dependant on the category of agency worker provided. **The Service Provider shall comply with the requirements of the individual User for pre-employment checks, and must ensure that Tier Providers have the same standards.** The Service Provider is also expected to have an understanding of the diverse vetting requirements for different types of workers, and in different sectors, and demonstrate this understanding as part of their submission. Users will have different vetting requirements, and these will be managed at mini competition or direct award.

It is important that tier providers supplying specialist services are encouraged and supported in developing their Services to the required level.

The Service Provider must ensure sufficient Tier Providers within the arrangement to ensure continued value for money for the Users and to safeguard supply. There should be encouragement for all Tier Providers to maintain and improve standards, and therefore a review mechanism with potential for movement between tiers will need to be established and agreed.

2.3.3 Police Vetting

The Service Provider shall comply with all requirements of the Police Commissioner's Staff Vetting Procedures in relation to all Staff requiring admission to the Premises and/or involvement in the Contract in any capacity. Without prejudice to the foregoing, the Police Commissioner may (in its absolute discretion) require the Service Provider to ensure that any person employed in the provision of the Services has undertaken vetting in accordance with its Staff Vetting Procedures and as a minimum been RV (Recruitment Vetted) or CTC (Counter Terrorism Check) or such other level as agreed by the Police Commissioner. The Service Provider shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Service Provider to have a Relevant Conviction (whether as a result of a police check or through the Staff Vetting Procedure or otherwise) shall be employed or otherwise engaged in the provision of any part of the Services without the Approval of the Police Commissioner. Candidates will be required to complete an on-line vetting form. Details of how to access the on-line form will be provided by the Police Force HR Department.

2.3.4 Use of Tier Providers

The Service Provider will be required to submit regular management information regarding the use, status and location of Tier Providers.

Tier Providers within the arrangement must be utilised to ensure the most suitable candidate is obtained. The Service Provider should ensure that all Tier Providers are treated fairly and equally, and the award of business is made using the same methodology applied to all Tier providers within the category. This will enable all tier providers to compete on a level playing field for Welsh public sector work.

Should a Master Vendor Managed Service be offered, the MVMS Provider must aim to provide no more than 80% of the portfolio of workers from its own resource pool and group companies, and the balance from tier providers. Bidders should note that where an MVMS model is offered, the User expects the percentage of agency workers provided by the MVMS Provider (either directly, or via its' brands) to be limited to reflect User requirements.

Should a Neutral Vendor Managed Service be offered, the NVMS Provider must aim to provide no more than 20% of the portfolio of workers from its Group Companies, and the balance from tier providers. Bidders should note that where an NVMS model is offered, the User expects the percentage of agency workers provided by the NVMS Provider (either directly, or via its' brands) to be limited to reflect User requirements.

The notification process to Tier Providers should be a streamlined and automated process which provides a single point of access via the Service Provider.

2.4 NON-TRANSFERRING PROVIDERS

- 2.4.1 The Service Provider shall encourage most current Agency providers to become Tier Providers under the new arrangements. However, it is recognised that some may not wish to engage under these terms. In these cases, the general approach will be to allow a maximum of three months for the agency assignment to end and then terminate all remaining contracts with such providers.

However, the User's ability to terminate will be dependant upon the Service Provider's ability to source agency workers, particularly where the said providers supply specialists. The Service Provider's approach to managing this risk will be assessed as part of the overall bid evaluation.

2.5 SOURCING STRATEGY TO BE EMPLOYED

- 2.5.1 In the first instance all current Agencies providing workers will be assigned to the Service Provider.

Within the first 4 weeks of any User Agreement being awarded under the framework arrangement the Service Provider must have finalised an appropriate sourcing strategy to ensure continuity of the service provision, including an e-procurement solution based on the tender proposal.

Tier Providers shall be established and maintained, taking into account the agreed qualification criteria as identified by the User, the weighting of each selection parameter having been agreed between the User and the Service Provider. (For other more specialist categories of agency workers, discrete preferred supplier lists / tiers may be established; where the Service Provider is unable to satisfy the User's requirement).

2.6 AGENCY WORKERS

2.6.1 Recruitment

There must be a significant number of agency workers registered either with the Service Provider and Tier Providers (where MVMS is offered) or with Tier Providers (where a NVMS is offered) by the start of the User Agreement. The recruitment of agency workers must continue, and the User must be promoted as an employer of choice. Where posts are difficult to recruit to, the Service Provider should develop a more strategic and innovative approach to developing agency workers with the necessary skills to fill these posts.

2.6.2 Applications

Applications should be accompanied by electronic application forms, preferably in MS Word format, and should be submitted by the Service Provider and Tier Providers in a standard format.

The Service Provider is responsible for vetting potential applicants and the standard of vetting required will be confirmed with the job description. The

system adopted by the Service Provider should automatically highlight any special vetting requirements for a post, such as DBS, reference requirements, specific health checks, registration, safeguarding, etc. There should also be flexibility to provide sufficient information to accurately describe the requirement of the job role.

2.6.3 Equal Opportunities

Public Bodies have very high standards of Equal Opportunities monitoring. The same standards will be applied to the recruitment of agency workers. In addition, Service Providers are required to provide equality and diversity training to staff employed in delivering the Services to the User, and also to all agency workers to ensure that they are aware of their responsibilities in relation to Equality and Diversity.

Under the various Acts relating to Equal Opportunities, the Service Provider must ensure that it does everything possible to promote equality within their organisation.

The successful bidder will:

- Comply with the specific legislative requirements in relation to race, disability and gender within the General Duty in the Race Relations (Amendment) Act 2000 and Disability Discrimination Act 2005, and the Gender Equality Duty in the Equality Act 2006

The Service Provider will need to provide the following details of each agency worker candidate proposed to the User as a minimum:

- Age
- Sex
- Religious Belief
- Ethnic Background
- Disabilities
- Sexual Orientation
- First language of choice

This information will be recorded by the User for monitoring purposes.

2.6.4 Agency Worker Regulations

Service providers shall provide advice and guidance to Users to ensure that they manage effectively their responsibilities with regard to the requirements of the Agency Worker Regulations.

2.6.5 Automatic Pensions Enrolment

Service providers shall comply with all current and future legal obligations under the Automatic Pensions Enrolment scheme.

2.6.6 Temporary to Permanent Arrangements

If at any time during the first 12 weeks of their placement the Agency worker applies for and is appointed to the same or a similar post in the same department to which they are on placement, through the Users normal recruitment procedures, the Users shall pay to the Service Provider a % fee based on annual salary. These shall not exceed 0-6 weeks = 5% of annual salary, 7-12 weeks = 2.5% of annual salary.

No fee shall apply to any permanent recruitment of the Agency worker after the 12 weeks of placement.

The Service Provider shall advise the User prior to placement if the Agency worker has a current application for employment lodged with the User and should the Agency worker be successful in their application, no fees shall be payable.

There shall be no limit on the number of conversions made with (less than 12 weeks placement) or without charge (over 12 weeks placement).

2.6.7 Rebate

The User may wish to recover their internal costs by implementing a rebate to be added to the Total Charge per hour. This will be at the discretion of the User and the Service provider will be notified accordingly.

2.7 RESPONSIBILITY

The Framework Agreement places certain responsibilities upon the Service Provider with regard to the conduct of agency workers whilst working on the User's premises. However, it is recognised that there are limitations to the extent to which the Service Provider is able to accept day-to-day responsibility when the agency workers are under the direction and control of the User.

The Service Provider should supply all agency workers with a handbook covering procedures such as security, health & safety, equal opportunities, disciplinary & grievance, etc. A draft copy of the proposed version of the handbook should be supplied to the User for agreement, prior to commencement of Contract. The eventual handbook should be capable of being issued electronically as well as in hard copy. All Tier Providers must adopt the handbook.

2.8 RISK MANAGEMENT

It is recognised that there is an element of risk associated with this project.

The primary risks identified by the Users are:

- Existing agencies will not want to participate in this approach as it offers reduced margins
- Specialist agencies do participate, but only at enhanced margins
- Contract Compliance with end-users is poor
- Roll out being slower than anticipated
- Take up of e-procurement option poor
- Failure to appoint a suitable provider leading to increased cost / reduced service
- Solution does not meet the needs of Users leading to “buy in” problems
- Limited number of Tier Providers may lead to problems with availability of certain professions and quality of people throughout the life of the contract
- Future mark-ups may be less favourable than the current mark-ups negotiated

Bidders should indicate how they will mitigate these risks, and any other risks identified as part of their submission.

2.9 CONTRACT LEAKAGE

The target is for 95% of the individual Users spend on external agency workers to be via the Service Provider at the end of the initial 12 months following award of a Contract, increasing to 98% of spend on external agency workers by the end of the second year. The Service Provider shall assist with achieving these targets where required.

2.10 PAY RATES

Wherever possible the User will not pay agency workers more than permanent staff. However, it is recognised that market pay rates within the agency sector may exceed permanent levels and the Service Provider will need to monitor and justify any pay rates proposed that are above permanent levels. The Service Provider will also need to suggest innovative methods of attracting more people into these areas to improve market conditions.

2.11 MILESTONES

2.11.1 It is anticipated that the Framework Agreement will commence on 08 April 2015. However, it should be noted that the commencement of any User Agreement awarded under the framework agreement will be dependant on the Service Provider achieving the following milestones. Failure to achieve one or more of these milestones will result in the User Agreement commencement date being delayed until the milestone has been achieved.

2.11.2 Dedicated Team

A specialist team, dedicated to the provision of this Service, will be established by the Service Provider, including a Relationship / Account Manager for each customer. They will be responsible for developing a detailed understanding of the User’s business and requirements, building

relationships with key stakeholders, and providing advice and assistance to facilitate best use of the framework.

2.11.3 Engaging Tier Providers

All existing agencies must have been contacted and informed of the new arrangements within one month of the User Agreement award.

It is further expected that the Service Provider will, depending on the level of direct supply provision agreed with the User, have agreed terms with at least 75% of existing Agencies, covering all job categories (i.e. 75% of the Agencies in each category) to become Tier Providers prior to the User Agreement commencement date to ensure that the achievement of this can reasonably be expected to satisfy 100% of the User's agency worker requirement.

This includes determining current Agency Fees and establishing appropriate new Agency Fee arrangements.

Where Agencies are used, the Service Provider shall be responsible for ensuring all Agencies utilised meet the required standards and policies of the User. The Service Provider shall vet potential Agencies when signing them up to supply Services through the agreement.

The Service Provider must participate in 'Meet the Buyer' events, to encourage and facilitate the sign-up of Tier Providers.

2.11.4 User Engagement

All officers responsible for ordering and authorising the use of Agency Workers must be contacted by the Service Provider within one month of the award of a User Agreement to advise them of the new arrangements and to agree roll-out programmes. This is expected to include meetings between the Service Provider and the User to sell benefits and agree the implementation plan and training in new procedures.

2.11.5 ICT Solution

The ICT solution must be available to both the User Ordering and Authorisation Officers and all Tier Providers a minimum of one month prior to the service commencement date.

2.11.6 Training in the use of ICT Solution

The Service Provider will ensure that appropriate training in the use of the ICT Solution will be undertaken for all Users and Tier Providers a minimum of 2 working weeks prior to the User Agreement commencement date.

2.11.7 Monitoring Implementation Activity

Regular meetings between the User and Service Provider will take place to monitor implementation activity, post User Agreement award. Frequency and dates will be agreed with the User.

2.12 HEALTH & SAFETY

The Service Provider, and their Tier Providers, will be required to impress upon agency workers their responsibility for observing health & safety policies.

Any training required by the agency worker in order to be suitable to fill a placement shall be provided by the Service Provider or Tier Provider at their cost, but in line with User Procedures.

'User Premises are non-smoking areas in line with Welsh Government Regulations. It should be noted that there are no facilities made available for smoking. The Service Provider shall be responsible for ensuring that all agency workers comply with all policies, legislation and prohibitions operated by the User.

2.13 HOURS OF BUSINESS

The requirement is for the service to operate on a 24 hour / 7 day a week/ 365 days of the year basis. Bidders must detail in their submission how they will fulfil this requirement.

2.14 WELSH LANGUAGE REQUIREMENTS

2.14.1 The Government of Wales Act 2006 confers a statutory duty on Welsh Ministers to ensure that equality of opportunity is embedded in its work (Section 77), and that the Welsh language is promoted and facilitated (Section 78). Equality of opportunity applies to all people and all the devolved functions of government. Equality targets identified in the Welsh Government's Diversity Delivery Plan (2006) include those relating to procurement (Mainstreaming Diversity, 2006: 22).

2.14.2 Welsh Language Strategy:

- 1) The Welsh Government has published a new strategy for the promotion and facilitation of the use of Welsh language. It has been prepared in accordance with Section 78 of the Government of Wales Act 2006.
- 2) The Welsh Government's vision is to see the Welsh language thriving in Wales and to promote and facilitate the use of Welsh in everyday life. To achieve that, the strategy aims to see an increase in the number of people who both speak and use the language. The Welsh Government's priority areas include increasing services available in Welsh, increasing the use of Welsh in the workplace, and improving the infrastructure to support the Welsh language.

2.14.3 The Welsh Language Scheme of Welsh Government sets out the services that must be delivered in Welsh. The Welsh Language Standards, which will be placed on Welsh Ministers in 2015, also sets out which services must be provided in Welsh.

2.14.4 The successful Service Provider (s) will be required to provide full bilingual services through the medium of Welsh and English as per the Customers Welsh Language scheme requirements and subsequent Welsh Language Standards.

2.14.5 Further information can be found at:

- The Welsh Language (Wales) Measure 2011 received royal assent on 9 February 2011.

<http://www.comisiynyddygybraeg.org/English/Law/welshlanguagemeasure2011/Pages/homewelshlanguagemeasure2011.aspx>

2.15 CYBER ESSENTIALS SCHEME CERTIFICATION

The Government is taking steps to further reduce the levels of cyber security risk in its supply chain. It is mandatory for Service Providers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. These requirements can be found at:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

2.16 LOTTING DETAILS

A wide range of Agency Workers are required and the Service Provider must be able to supply all Agency Workers as needed by the User (relevant to the lot for which the Bidder is tendering). The following list describes the spectrum of the roles included, but Bidders should note that this list is not exhaustive and other categories of staff outside of this list may also be required, therefore the list may be revised to include additional roles added during the duration of the framework. It may be necessary for these additional roles for the Service Provider and client/user to agree tier costing's based on the supply market in these areas. The precise scope to be covered shall be defined by the User entering into a User Agreement with the Service Provider.

Professional / Managerial / Technical / Clerical / Admin	Audit & Regulatory, Accountant, Revenues & Benefits, Communications & Marketing, Community Support, Construction & Building, Finance, Housing, HR, Management & Executive, Mechanical & Engineering, Project & Regeneration, Transport & Planning, Admin, Customer Service, PA, Secretarial, Interim Managers, EOTAS tutors
Social Care	Qualified and unqualified social workers and social care workers for adults and children including nursery and youth workers, Domiciliary Care workers
ICT	Technical Design Authority, Systems Developer, Database developer, Test Manager, Test Analyst, Software Programmer/ Developer, Data Analyst, Application Support Manager, CRM Developer, Microsoft Sharepoint Systems Developer
Construction, Trades, Operational, Support Staff	Catering, Cleaning, Cooks, Refuse Collectors, Drivers, Tradesmen, General Trades & General Labour
Health (non clinical – non medical)	Medical Secretaries, Clinical Coding, Health Records, Hotel Services (Hospitality), Drivers (inc. Ambulance), Stores & Logistics
Police <i>Specific security clearance requirements to be defined by customers at award</i>	Investigators, Major Event Officers, Control Room Emergency Call Handlers, Custody Unit Nurses, Specialist ICT, Vehicle Technicians, CMU Crime Inputter, Admin Assistant, Assistant Financial Accountant, Assistant Management Accountant, Business Support Admin, Investigator Professional Standards Department, Nurse (Custody Department), Pay Clerk, Project Assistant, Scanning Project Officer, Web Editor, Technical Web Support Officer, Vehicle Technician, Vehicle Workshop Assistant
Fire	Various Roles – e.g. Occupational Health Nurses, HGV & LGV Technicians
Education	Supply Teachers, cover supervisors, teaching & classroom assistants, midday supervisors, caretakers, invigilators, business managers, school bursars and clerical

It is inappropriate to include Job Descriptions and Person Specifications at this stage given the job variation amongst potential Customers. Sample Job Descriptions and Person Specifications will either be confirmed at the point where the Customer calls off from the framework, or where Customers undertake a further competition exercise under the framework.

Lot 1 – Master Vendor Service Provider for Corporate Staff

2.15.1 This Lot will be for a Master Vendor Service Provider of Corporate Staff.

2.15.2 A maximum of 3 Service Providers will be appointed to this lot, subject to receipt of sufficient valid tenders.

2.15.3 Bidders must demonstrate their ability to meet the core requirements in the Technical Questionnaire (Schedule 5.2).

Lot 2 –Neutral Vendor Service Provider for Corporate Staff

2.15.4 This Lot will be for a Vendor Neutral Service Provider of Corporate Staff

2.15.5 A maximum of 3 Service Providers will be appointed to this lot, subject to receipt of sufficient valid tenders.

2.15.6 Bidders must to demonstrate their ability to meet the core requirements in the Technical Questionnaire (Schedule 5.2).

Lot 3 – Managed Service Provider for Education (School) Staff

2.15.7 This Lot will be for a Managed Service Provider for Education (Primary and Secondary School) Staff

2.15.8 A single Service Provider will be appointed to this lot, subject to receipt of sufficient valid tenders.

2.15.9 Bidders must to demonstrate their ability to meet the core requirements in the Technical Questionnaire (Schedule 5.2).

Part 3: SUSTAINABLE DEVELOPMENT

3.1 SOCIAL INCLUSION AND ECONOMIC SUSTAINABILITY

The Service Provider will be required to support the User's Social Inclusion Agenda; and will need to promote local business and employment. The Service Provider may need to consider programmes to increase the capabilities of local providers. Details of the proposed methodology in managing Tier Providers will be assessed as part of the overall bid.

3.2 Drivers

3.2.1 There are a number of drivers in place to promote the principles of sustainable development and community benefits, including:

- Government of Wales Act 2006 – Section 79
- Local Government Act 2000
- Welsh Procurement Policy Statement
- Welsh Government Community Benefits Policy

3.2.2 Procurement is viewed as a key driver for delivering customer organisations sustainable development commitments. The Client/User's are striving to develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales. Sustainable Development means ensuring that our actions contribute in the round to social, economic and environmental well-being now and in the future; improving the environment, building stronger communities, reducing social exclusion and poverty and encouraging the development of the economy.

3.2.3 The Client/Users commitment to deliver 'Community Benefit' outcomes from our procurement activity is designed to ensure that wider social and economic issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.

3.3 Principles of Sustainable Development

3.3.1 The three pillars of sustainable development are environmental, social and economic development.

3.3.2 Sustainable development can be achieved by embedding sustainability principles into public sector procurement and the Client requires that the Service Provider(s) are aware and their tier providers alike contribute to sustainable development principles.

3.3.3 The Client and the potential Users are committed to the adoption of sustainable development principles, the Service Provider(s) shall therefore:

- Share and promote sustainable development principles and encourage its tier providers to promote sustainable development issues.
- Ensure its business practices produce the minimum of packaging waste and encourage re-use, repair, recycling, for example when producing promotional materials.
- Minimise its environmental impact by utilising email, e-tendering, video conferencing, and the use of energy efficient measure wherever practicable.
- Regularly review its objectives, targets and training to reflect changes in sustainability thinking.

3.4 Community Benefits Approach

3.4.1 At award of contract, the successful Service Provider(s) will work with the Client's Category Manager to maximise the community benefits delivered through the contract. This will include, but is not limited to:

3.4.1.1 Training and employment opportunities

- i) The successful Service Provider (s) shall consider the opportunities to recruit and train economically inactive persons as part of the workforce delivering this contract. The Client is keen that the successful Service Provider(s) consider the opportunity to offer training during the life of the Agreement.
- ii) If so required by a User the Service Provider(s) may also be required to forward details of any employment opportunities and externally advertised vacancies to Job Centre Plus.

3.4.1.2 Maximise supply chain opportunities for SMEs

- i) The successful Service Provider(s) shall work with the Users to open up opportunities for SMEs, including social enterprises, to bid for tier supply chain opportunities arising from this Agreement.

This will include:

- a. Advertising tiering opportunities on sell2wales
- b. Using the Welsh Government's Business Wales to hold 'Meet the Buyer' events to introduce new businesses

3.4.1.3 Data on the numbers of such organisations (number of tier providers and spend) in the supply chain and the amount of business transacted will be provided by the Service Provider to the Contract Manager.

3.4.1.4 Other benefits:

- i) The successful Service Provider(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:
 - Working with local schools and colleges to provide work placement and work experience opportunities; support for careers days; mock interviews, CV writing, etc.
 - Contributing to community regeneration schemes.

3.4.2 A mechanism should be provided to support effective promotion of employment opportunities for local residents and raise understanding of routes to apply for Agency Workers roles. The Service Provider shall work closely with the User to target and actively encourage registration from hard to reach groups such as lone parents, older candidates, women returnees, disabled minority groups and those from socially disadvantaged areas. The Service Provider shall ensure they will actively promote the means by which individuals can register for suitable vacancies, and shall provide evidence of the process to the User on request.

3.4.3 This Framework Agreement will be using a Core Approach to Community Benefits. Bidders must respond to the relevant questions in the Technical questionnaire (Schedule 5.2) that will be evaluated and scored as part of the Tender submission.

At return of tender as part of the tender response, potential bidders are also asked to submit an additional Community Benefits Method Statement (non core), including added value initiatives. Please detail additional, local opportunities and benefits that your solution and business model can provide within Wales – e.g. to schools, colleges, businesses, communities, etc.

The additional Community Benefits Plan will not be evaluated or scored as part of the tender process.

The successful Service Provider(s) shall deliver and report on the subsequent delivery of Community Benefits detailed in their Method Statement, throughout the life of the Agreement.

3.4.4 You may find it helpful to contact organisations that can provide support in the delivery of cost neutral benefits post contract award.

Please refer to the table below for details:

Name	Contact Details/ Telephone	email	Web address
Job Centre Plus	0845 601 2001 (option 2)		www.gov.uk/jobcentre-plus-help-for-recruiters
Careers Wales	0800 100 900		www.careerswales.com
DWP Work Programme Providers			
Rehab Jobfit	JobFits headquarters in Swansea can be contacted on 0800 111 6116 who will be able to refer you to Rehab Jobfit partners in your area.		http://rehabjobfit.com/
Working Links Cymru	029 2085 5700- Headquarters in Caerphilly - who will be able to refer you to Working Links colleagues in your area.		www.workinglinks.co.uk
Lift Programme		LiftProgramme@wales.gsi.gov.uk	http://wales.gov.uk/topics/people-and-communities/regeneration/lift/?lang=en
sell2wales-Buyer Contractor Sub-Contract Notices.	0844 561 0672		http://www.sell2wales.gov.uk/sitehelp/help_guides.aspx
Business Wales	03000 603000		http://business.wales.gov.uk/
Business skills hotline	0845 606 6160		
Project Bank Accounts (PBA's)			www.prp.wales.gov.uk/toolkit/
Go Wales Graduate Skills for Business	0845 225 6050	info@gowales.co.uk	www.gowales.co.uk

If you have any queries or problems obtaining support from any of the above, please inform the Client.

3.5 Equality and Diversity

- 3.5.1 No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Welsh Government in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.
- 3.5.2 The Service Provider(s) must therefore comply with legal duties as a minimum to ensure non-discrimination. The promotion of equality and diversity is mandatory and will be an integral part of decision-making and actions for the successful Service Provider(s).

3.6 Waste

- 3.6.1 Waste is high on the sustainability agenda and the Service Provider(s) must comply with The Producer Responsibility Obligations (Waste Packaging) (Amendment) Regulations 2010.
- 3.6.2 Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 3.6.3 Further information can be found by accessing the following link: <http://www.legislation.gov.uk/ukxi/2010/2849/contents/made>.

3.7 Paper

- 3.7.1 Whilst in today's world most communication is conducted electronically, where paper is generated as part of this Agreement it is important to note that paper is a timber related product and timber must be sourced from legal and sustainable resources. Paper should also contain recycled content as a minimum.

3.8 Printing

- 3.8.1 Printers and printing cartridges are high profile in relation to environmental issues. The use of potentially hazardous chemicals has a negative impact on the environment. The Service Provider(s) must consider the use of less toxic chemicals where possible and ensure that print cartridges are re-used/recycled.

3.9 Fair Payment

3.9.1 UK government policy is to expect all public sector organisations to pay suppliers within 10 working days of the receipt of a valid invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that Service Providers will be paid within 10 working days.

3.9.2 The successful Service Provider(s) must pay their sub-contractors / tier providers within a maximum **15 days** of the receipt of a valid invoice. Where the Service Provider enters into a tiering arrangement with an agency, for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a tier arrangement which requires payment to be made of all sums due by the Contractor to the tier provider within a specified period, not exceeding **15 days** from the receipt of a valid invoice.

The Client will be in contact with Tier Providers to ensure Fair Payment is observed.

3.9.3 Service Providers are encouraged to sign up to the Prompt Payment Code (<http://www.promptpaymentcode.org.uk>)

3.9.4 An alternative approach to managing fair and prompt payment is to use a **Project Bank Account** (PBAs).

To support greater transparency and to encourage prompt payment Welsh Government is piloting the use of Project Bank Accounts (PBAs).

PBAs have been developed at a UK level to improve cash flow to suppliers and to reduce the risk of supply chain failure.

PBAs are ring-fenced bank accounts with trust status which act solely as a receptacle for transferring funds from the client to the lead contractor and supply-chain. Whereas payments normally made direct to the lead contractor are paid onto the supply-chain at a later date, PBAs allow simultaneous payments within 3-5 days from the deposit of money into the PBA following certification of the claim to the lead contractor and supply chain partners.

3.9.5 Value Wales Policy guidance for the use of PBAs in Wales is available on the Procurement Route Planner in the Policy and Resources Toolkit, www.prp.wales.gov.uk/toolkit/

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Part 4: PERFORMANCE MANAGEMENT

4.1 Performance Management, Monitoring and Review

The Client will be responsible for the overall management of the Agreement and they will also be responsible for liaison with all other Customer/Users. However, Users will be responsible for contract management of the service providers on their respective orders and contracts.

There will be a nominated Category Manager within the Client organisation to manage this Agreement. The Client's Category Manager will also be available to act as a mediator between individual Users and the Service Provider(s), and the Service Provider(s) and Tier Providers where queries related to individual Orders or specific issues can not be resolved.

During the implementation phase the Service Provider will provide weekly reports to the User in a format to be agreed.

- Service Provider performance measurements shall be identified and developed between the parties during the implementation phase.
- Monitoring meetings will be held on a fortnightly basis during the implementation phase and then on a monthly basis.
- Quarterly reviews will be held with the Client Category Manager.
- There will be an Annual Performance Review in which the Service Provider shall produce a detailed report in a format and with content to be agreed by both parties.
- The User will work with the Service Provider during the transition phase and will schedule regular meetings and larger open-day type events to help roll-out the contract.

Within the first 2 months after any contract award made by a User it is expected that all Service Areas will be compliant with this solution (with the exception of Schools Delegated Budget). A detailed implementation plan is to be agreed by the Service Provider with the User prior to commencement of the contract.

The Service Provider will need to indicate how it plans to ensure orders to Tier Providers are placed by themselves rather than directly by User's staff.

The User will support the Service Provider in making the change; however, it remains the responsibility of the Service Provider to meet Users requirements within the required time. The ability to satisfy the supply requirement is a key performance criterion, and the User may use other providers without any obligation to the Service Provider where they are unable to satisfy the requirement in the specified time. It should be

recognised that failure to meet requirements may alienate Users and result in contract leakage.

Actual targets for implementation will be set between the User and the Service Provider. Bidders should be mindful to ensure that this is realistic, measurable, and achievable. Simply attempting to submit a timetable that offers the quickest implementation but ultimately lacks credibility will not score highly during the evaluation process.

The implementation timetable should also detail the implementation and targets for e-procurement, pay rates and all other key elements as appropriate.

The continuance of the Agreement will be subject to performance in all respects meeting all the requirements of the Agreement. In the event that contract monitoring and review indicates that performance is failing to maintain acceptable standards, as detailed in the tender documentation, grounds will exist for the Agreement to be terminated, and for the Client to seek alternative arrangements.

4.2 Management Information for the Client (NPS)

- 4.2.1 In order for the Client to track uptake, benefits and trends/patterns, the Service Provider(s) will be required to submit management information reports as requested by the Client, detailing Agreement take up by the various Customers, monthly expenditure per Users, etc.
- 4.2.2 Upon award of the Agreement, the Category Forum consisting of representatives of the Customers, together with the successful Service Provider(s), will establish the KPI's to be used for the life of the Agreement and will be reviewed on a regular basis or as and when required.
- 4.2.3 At the start of each financial year (April – March), the successful Service Provider(s) will be provided with two Excel spreadsheets for completion on a monthly basis.

The first spreadsheet will require the Service Provider(s) to record:

- i) spend information, exclusive of VAT;
- ii) savings versus pre-framework benchmark rates (to be agreed during contract award);
- iii) total number of assignments within the reporting period (month);
- iv) Agency Worker assignments undertaken by Welsh Residents;
- v) Agency Worker assignments (number and value) filled by Tier Providers, including name, address and size of company (number of employees);
- vi) Agency Worker assignments undertaken by staff from the Service Providers workforce
- vii) Report all new business by User Organisation, including Agreement commencement date

for all Users across the Welsh public sector, and must be returned to the Category Officer on a monthly basis (by the 10th day of each month). This process and / or document may be subject to change. The Clients Contract Manager will inform the Service Provider of any additional reporting information as required.

4.2.4 The second spreadsheet will detail key performance indicators on the performance of the Agreement. As a minimum the information contained below will be requested. The Clients Category Manager will agree with successful Service Providers, the KPI data to be reported. Any changes during the life of the framework will be advised. The details must be returned on a quarterly basis and, as a general rule, provided a week prior to any review meetings:

- i) Full details of any posts that could not be filled
- ii) Fill Rate (as a percentage of requests / bookings received)
- iii) Summary of comments / complaints with corrective action taken
- iv) Full details on any unsuitable candidates following appointment
- v) Details on DBS checks / Vetting undertaken when required
- vi) Safeguarding and Compliance information

4.2.5 At the start of each financial year (April – March), the successful Service Provider(s) will also be provided with a Community Benefits spreadsheet, for completion on a quarterly basis.

4.2.6 Please confirm your ability to provide Management Information, Key Performance Indicators, and Community Benefits information in the Qualification questionnaire.

4.2.7 During the life of the Agreement the Client may change to an electronic system requesting similar data. The Client will discuss and agree the requirements with successful Service Providers if required.

4.3 Management Information for Users

4.3.1 Additional information requirements will be agreed with the Service Provider as part of the implementation process. However, the Service Provider shall provide a monthly report to the User in a format to be agreed, which will include as a minimum:

- a) Fulfilment levels
This will include positions required, positions filled and reasons for non-fulfilment
- b) Length of assignment
Broken down as:
 - i) 1 month or less

- ii) 1 - 3 months
- iii) 3 – 6 months
- iv) 7 – 9 months
- v) 10 – 12 months

The Service Provider will notify the User's of any assignments approaching 6 months continuous employment, to enable the User to manage the risks associated with long term agency placements.

- c) Hours / Spend Analysis
Broken down by category of agency worker, department making the booking and to include the number of hours utilised and spend during the previous week, and number of agency workers placed comparable to FTE posts.
- d) Agency Usage / Availability
Broken down by Tier Providers, spend headcount supplied, and numbers available for each category of worker
- e) Order Justification
A report detailing why agency workers are being used. Order justification categories to be confirmed by the User.
- f) Tier Provider Monitoring
A report detailing which Tier Providers have been contacted as part of the monitoring cycle within the previous 7 days, along with details of any adverse outcomes and remedial actions agreed.
- g) Training
Indicate how many agency workers requiring training have actually received training.
- h) Benefits Measurement and Reporting
Details on exactly how much has been saved by each budget holder. An example of how this could look is given below. It is essential that such reports are credible and auditable:

Management information report will show, as a minimum:

- General ledger / budget code
- Old mark-up percentage
- New mark-up percentage
- Saving to the User

e.g.:

- Was £20 per hour + 20% = £24 per hour
- Now £20 per hour + fixed rate = £22 per hour
- Agency Fee reduced by 10%, therefore saving = £2 per hour
- Service Provider element = 5% = 10p, Client Saving = £1.90 per hour

- i) Speed of response
- j) Cost of placement – broken down by category, service area, cost code, job title, hours, hourly rate paid to worker, Service Provider Agency Fee, etc.
- k) Provider of Agency Worker
- l) Out-of-hours placement requests
- m) Proactively give information on 12 week long placements
- n) Compliance with the Users legal requirements to monitor the composition of its workforce by gender, race and disability

4.3.2 Actual reporting requirements must be agreed with the individual customer.

4.3.3 From time to time, the Client / Users may be required to respond to urgent requests for information. Service Provider(s) shall provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client / User.

4.4 KEY PERFORMANCE INDICATORS

The key performance indicator (KPI) scheme will manage performance on a quarterly basis across a number of key performance metrics. The scheme will be continuously reviewed, and will be used to maintain performance and demonstrate value for money is being achieved.

The following key performance indicators will be used by Users to manage and monitor the performance of both the Service Provider and all Tier Providers.

It must be noted that persistent failure to achieve the required performance in one or more of the KPI's will result in the User Agreement being terminated.

The Service Provider will provide key performance indicators accompanied by supporting information, which can demonstrate achievability of key specification requirements as set out below.

Quarterly Key Performance Indicators

i. Fill Rates

It is expected that the following fill rates will be achieved by job category

Category	Percentage Fill Rate
Construction, trades and operative	98
Teachers/Education	98
Social Care	95
ICT	To be agreed
Health	To be agreed
Police	To be agreed
Fire	To be agreed
Professional/Managerial/Technical/Clerical/Admin	98

ii. Speed of Response

For **short notice bookings** (same or next day) the Service Provider will respond with one or more named individuals **within two working hours** from receipt of the initial request. For **next day plus** bookings, the Service Provider will respond **within four working hours** from receipt of the initial request.

iii. Extended Hours Provision

The normal office hours will be 6 a.m. to 6 p.m. Monday – Friday. However, the service will be available on a 24 hour per day, 7 days a week, 365 days a year basis, and the Service Provider will be expected to report on all bookings received out of hours on a monthly basis.

iv. Quality of Agency Worker

a. Personal Protective Equipment (PPE)

Users may require appropriate personal protective equipment (PPE) to be provided prior to engagement of any agency worker at no cost to the User. The actual requirements will be specified at mini competition stage. Please note that the User will provide any specialist equipment required.

b. Training

It is further expected that all training required enabling the agency worker to undertake the requirement of the role must be provided prior to commencing duty.

Agency Workers should also receive all training to ensure their professional qualification remains valid, where appropriate (e.g. via CPD).

c. Unsuitability

If, for any reason, agency workers supplied via the Service Provider are found by the User to be unsuitable or incapable of carrying out the work required, or to be disruptive to other members of staff, the Service Provider will be notified to terminate the placement with

immediate effect and supply a suitable replacement within **24 hours** or at a time agreed with the User. Where an agency worker has been supplied and their engagement with the User is terminated within 48 hours due their unsuitability for any justifiable reason, as outlined in **this section** at points **(iv)** and **(v)**, the User will not pay the Service provider for this worker.

If an agency worker is deemed unsuitable, this should be notified to the User prior to future engagement. In addition, other Users should be notified of the unsuitability prior to any placement.

v. Pre Employment Checks

The following background checks will be undertaken for all agency workers supplied to the User and the Service Provider is responsible for ensuring that all workers offered for duty are fit for purpose prior to commencement of duty.

a. Reference Checks

It is a requirement that at least 2 references, including 1 from the immediate current or past employer are received (this will include the requirement to comply with the User's reference checking processes).

b. Asylum and Immigration Checks

Evidence of eligibility to work and remain legally within the UK will be checked for all agency workers.

c. Criminal Convictions

Current DBS checks (i.e. less than 6 months old) are held for all agency workers at the appropriate level and that these are checked to ensure suitability for engagement.

d. Qualification Checks

All qualifications that an agency worker states are held are checked prior to engagement.

e. Medical Clearance

All agency workers receive relevant medical clearance prior to commencement of duties.

f. Confirmation of Registration

Where an agency worker is required to be registered to perform the duties of a post (e.g. Social Worker, Teacher) that all registration

documents will be checked and in addition, that the relevant registered body is contacted to ensure that registration is live.

g. Licences

Where a licence is required for the performance of duties that these will be fully checked prior to commencement of duties.

4.5 ANNUAL KEY PERFORMANCE

i. Monitoring Tier Providers

All Tier Providers shall receive a monitoring visit twice a year on a rolling programme basis. The Service Provider shall provide this report to the User on an annual basis, and provide information to the Client at quarterly review meetings of monitoring progress.

ii. Annual Customer Satisfaction Survey

The Service Provider will undertake an annual customer satisfaction survey on behalf of individual Users. This survey will include all requisitioners ordering against the User Agreement, and the results must be shared with the User/Client. The Service Provider shall provide this report to the User/Client on each anniversary of the User Agreement.

4.6 MEASURES OF SUCCESS

The following are the minimum measures of success that the Service Provider shall achieve following award of a User Agreement.

- i. All ordering and authorising Officers identified by the User have been contacted and informed of the new arrangements within one month of the award of the User Agreement
- ii. All officers identified by the User as responsible for approving business need and placing purchase orders have been trained in the new procedures a minimum of two working weeks before the contract commencement date.
- iii. All Tier Providers to be fully trained and using the agreed e-solution a minimum of two working weeks before the User Agreement commencement date.
- iv. All existing agencies have been contacted and informed of the new arrangements within one month of the contract award.
- v. Rolling implementation programme established, agreed and started within 4 weeks of the User Agreement award date.
- vi. All orders being placed by Users via the agreed e-solution within 3 months of implementation.
- vii. All fill rates being achieved across all categories as outlined in **Section 4.4 (i)** of this ITT.
- viii. All Tier Providers receive a monitoring visit every six months.
- ix. Reduction in the number of invoices paid by the User in relation to agency workers (i.e. one consolidated invoice required).

- x. Savings (efficiency and value for money) on current costs.

4.7 SERVICE PROVIDER REVIEW MEETINGS

- 4.7.1 The Client will host quarterly contract management meetings with all Service Providers, to review performance, MI and KPI data, benefits realisation and troubleshooting of problems and issues.
- 4.7.2 Regular Category Forum meetings will be held with representatives of the Users to assess the performance of the Agreement. The quarterly contract management meetings with the Service Providers will also be used to resolve any issues and to discuss ways in which the Agreement can be continuously improved.
- 4.7.3 Service Provider(s) must provide evidence during their review meetings of how their efforts to deliver community benefits, as detailed in their tender.

4.8 PERFORMANCE ISSUES

- 4.8.1 The Client may terminate the Agreement by written notice to the Service Provider if the Service Provider (in the sole opinion of the Client) persistently or regularly fails to comply with the timescales and procedures for submission of Management Information reports and/or meet the Key Performance Indicators and/or submit/comply with Community Benefits information.

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Part 5 – Account Management

5.1 Account Management

5.1.1 The successful Service Provider(s) shall provide a dedicated Account Manager for the duration of this Agreement, with access to a Welsh speaker within the office of the account manager. Please confirm your ability to do this in the Qualification questionnaire.

5.1.2 Welsh Language Measure Act 2011

Qualifying persons who provide services to the public under an agreement, or in accordance with arrangements, made with —

(a) the Welsh Ministers,

(b) a Minister of the Crown,

(c) a government department,

(d) a person exercising on behalf of the Crown functions conferred by or under an Act or Measure, or

(e) a county borough or county council in Wales.

<http://www.legislation.gov.uk/mwa/2011/1/contents/enacted>

5.1.3 The successful Service Provider must be able to provide all elements of Account Management and Customer Communication via the medium of the Welsh Language, if requested.

5.1.4 The successful Service Provider(s) must also make available to the Category Manager a Senior Representative with the necessary authority to manage and resolve any issues that arise in the overall performance of the Agreement. The Senior Representative will attend the Service Provider review meetings at a minimum on an annual basis and more frequently if necessary.

5.1.5 The Client will expect the highest standards of account management and customer service under this Agreement.

5.1.6 The Client will also expect the account opening process for Users to be conducted as quickly and as smoothly as possible.

5.1.7 Service Providers are required to provide a detailed outline of the account management structure to be implemented to support this Agreement **upon request**. The name of the Senior Representative should be clearly shown in this structure. This outline should include but not be restricted to:-

➤ Key Account Management

- Account Manager and Bilingual resource
- Contract Review Procedures
- Customer Support
- Telephone Support
- Escalation Procedures

5.2 Invoicing

5.2.1 Invoices may be paper based or electronic. The reduction of process costs through the use of appropriate technology is important. Users will decide whether they wish to use online/electronic invoicing systems. Invoices must meet the authorisation and audit requirements of the Users.

5.2.2 As a minimum, invoices will provide:

- NPS Agreement number
- Users Purchase Order number/reference
- Job Description of Worker
- Service type
- Charging unit
- Charge quantity
- VAT
- Total charge including VAT.

5.2.3 Itemised invoicing, showing the apportionment of costs incurred by specific cost centres shall be provided by the Service Provider (s) if required by individual Users.

5.2.4 Full discount rates shall be clearly shown on all invoices.

5.2.5 The Service Provider (s) shall provide a break down of all costs as required by individual Users.

5.2.6 The Service Provider(s) will adopt alternative approaches to paying for Services if better value for money can be demonstrated by new methods that are compatible with the Users systems, i.e. consolidated invoices.

5.2.7 A User may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.

5.2.8 Credit notes must be issued within five working days of an identified discrepancy.

5.2.9 Copy invoices shall be issued within five working days of a request being made.

5.2.10 It is anticipated that these documents will be required in electronic format; however this should be confirmed with each User as part of the account opening procedure.

5.3 Payment Requirements

5.3.1 Some Users making use of any contract awarded as a result of this tender may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.

5.3.2 Bidders must indicate if they are able to accept VISA/MasterCard and, if so, what level of VAT reporting capability (Summary or Line Item Detail) they have. Bidders who do not have Level 3 Summary / Line Item Detail reporting capability on Visa or MasterCard should indicate in Schedule 5.1 Qualification questionnaire whether they are prepared to move to this level within a period of three months if requested. The majority of Public sector organisations in Wales are currently using a MasterCard purchasing card.

5.3.3 Any Fees associated with the use of the payment card are the responsibility of the Service Provider.

You should note that both a general acceptance of Visa/MasterCard purchasing cards and the level of reporting capability will form part of the qualification criteria when bids are considered.

Failure to confirm acceptance of the use of Welsh Purchasing Card at Level 3 Summary /Line Item Detail within three months of a request would disqualify your bid and you will not proceed to the technical evaluation.

5.4 E –Procurement Capability

5.4.1 A number of bodies within the Welsh Public Sector use the all-Wales electronic eTrading system under the programme name eProcurement Service (ePS). Consequently, one or more User organisations procuring through this agreement will require Service Providers to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to Service Providers using the eTrading system, and support is available to help Service Providers in registering and using the system.

5.4.2 It may be a requirement for successful Service Providers, where requested by the Client / Users, to develop an electronic catalogue of the contracted services within one month of the request being made. This will require Service Providers incorporating UNSPSC commodity coding into their catalogue content at Level 4. Please confirm your ability to do this in the Qualification questionnaire (Schedule 5.1).

5.4.3 It may be a requirement for successful Service Providers, where requested by the Client / Users to receive electronic Purchase Orders and send

electronic Invoices and electronic Credit Notes via the eTrading system within one month of the request being made.

5.4.4 The Service Provider(s) must report all new business to the appointed User's contact and also to the Client.

5.4.5 The Service Provider(s) shall respond directly to queries from Users.

5.5 Opening Doors

5.5.1 With regards to working with Service Providers, most Customers are working towards the principles contained within the SME Friendly Procurement Charter "Opening Doors", refer to link below:

<http://prp.wales.gov.uk/planners/general/strategy/procstrat/sustainabledevelopment/openingdoors/>

5.6 Marketing of Agreement

5.6.1 The successful Service Provider(s) will actively market the Agreement to those Customers listed under section 1.4

5.6.2 All communications, marketing literature/plans etc. must be approved by the Clients Category Manager and the appointed User's contact prior to implementation.

5.6.3 The Service Provider(s) must report all new business to the appointed User's contact and also to the Client.

5.6.4 Service Providers will respond directly to queries from Customers/ Users.

5.6.5 The Service Provider(s) will market literature at their own expense, for distribution to Customers/Users. These may also be required in Welsh and – if requested – the Service Provider(s) will produce Welsh versions at no cost to the Client, Customers or Users.

5.6.6 The Service Provider(s) shall participate in promotional events on request.

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Part 6: COMMERCIAL SECTION

6. PRICING OPTIONS

6.1 TOTAL CHARGE RATE METHODOLOGY

The Service Provider will provide clearly visible and consistent service fees as part of their tender submission and that such service fees will be accepted by all Tier Providers ensuring that the current competitive arrangements are maintained and where possible improved.

Bidders will be required to show Service Fees for each category based upon their knowledge and understanding of the market.

6.1.1 Total Charge Rate Calculation

The Service Provider shall use the following formula to calculate the total charge rate, and shall ensure that all Tier Providers (including themselves if MVMS proposed) use the same formulae when invoicing the Service Provider.

Pay Rate + National Insurance Contributions (NI) + Working Time Regulation Payments (WTR) + Pension Auto-Enrolment + NPS Levy + Agency Fee + Managed Service Providers (MSP) Booking Fee

For the avoidance of doubt the **PAY RATE** should be used to calculate all other elements of the Total Charge Rate (apart from the NPS Levy, which is fixed at 0.45% of the Total Charge Rate). This is to provide a consistent method to calculate the Total charge rate as it is difficult to establish the true cost when different methods of calculations are used.

The Service Provider shall also ensure that the Tier Providers invoice the Service Provider in a way that is transparent and easy for the User to audit.

The Service Provider will also be required to ensure that the rates for agency workers supplied by themselves (in the case of a Master Vendor) or by Tier Providers are clearly visible, consistent and competitive.

6.1.2 National Insurance

In some instances, Service/Tier Providers may charge a National Insurance element on their invoices that does not take into account the exemption threshold. The Service Provider will need to ensure that invoices include the element of exemption.

6.1.3 Standardising Pay Rates

The Service Provider shall standardise all job descriptions, job titles and pay rates used by the Tier Providers (and Service Provider if the MVMS is offered).

6.1.4 Management Fee

Users will not pay a separate management fee. The costs associated with the successful bidder running the contract such as administration (e.g. pay adjustments), staffing costs, IT costs, disaster recovery, insurances, office rental, assets, sundries and office consumables, utilities, depreciation, profit, etc., should be entirely funded by the Service Provider retaining a fixed element of the total cost of supplying the agency worker, calculated as follows:

Pay Rate + NI + WTR + Pension + NPS Levy + Agency Fee + MSP Booking Fee

The Service Provider shall only apply their Managed Service Provider Booking Fee once they have negotiated with the Tier Provider to accept the agency fee agreed with the Customer under the Framework Agreement Ordering & Engagement Procedure. It is therefore important for the Service Provider to negotiate with the Tier Providers at the earliest opportunity, commencing as soon as the User Agreement is awarded, but prior to the commencement date.

Furthermore, unless a NVMS is being offered, it is anticipated that the Service Provider will be making considerable revenue from supplying agency workers directly. Projections should also assume that learning curve benefits will mean that bidders make more in later years, so a tender whereby the amount charged is reduced over time would be encouraged. It is assumed that the User will pay a different rate of VAT on the element of the management fee from that paid on the rate for agency workers, but the onus shall be on the Service Provider to charge the correct rate.

In view of the nature of the agency market, it is accepted that the rates of pay for agency workers may fluctuate. However, the Total Charge Rate applied by the Service Provider will not be subject to an inflationary index during the duration of the framework agreement. The User will provide at least one calendar months notice of any variation in pay rates. In addition, there may be a requirement for the backdating of pay increases, or other changes to permanent remuneration, there will be no administrative fees for processing these variations.

6.2 TENDERED PRICES

The Client acknowledges that the differing models of Managed Service Provider will have varying mechanisms for calculating the Total Charge Rate.

However, for the purposes of this tender exercise, irrespective of the model of engagement proffered it is a requirement that bidders split the Total Charge Rate into its component parts, i.e.:

- 1) **Pay Rate** to Agency Worker
- 2) **National Insurance**
- 3) **Working Time Regulation**
- 4) **Pension**
- 5) **NPS Levy**
- 6) **Agency Fee** – the amount charged by the Agency for supplying the Agency Worker. This must be on a fixed fee basis and not on a percentage basis
- 7) **Managed Service Provider Booking Fee** – This rate is to include all costs associated with providing the managed service requirement detailed in the Service Specification.

There shall be no additional charges for any of the administrative function linked to this service, e.g. adjustment for pay increases and back pay.

The Service Provider's Mark-up Structure shall remain competitive during the whole of the Contract Period. The User shall from time to time during the life of the User Agreement, monitor the competitiveness of the Service Provider's Total Charge Rate Structure. If in the opinion of the User, the Service Provider's Total Charge Rate Structure is no longer competitive, the Client/User reserves the right, after the Service Provider has been given the opportunity to review their Total Charge Rate Structure on the evidence produced by the User to either:

- Rerun the User Ordering and Engagement Procedure (direct award or mini-competition)
- or**
- Make arrangements with Agency Providers outside of this arrangement
- or**
- Terminate the Contract

6.3 Price Review

The Managed Service Provider (MSP) Booking Fee quoted will not be subject to any price review and shall be agreed at the outset and capped for the first 12 months of the User Agreement. Following this period the MSP Booking Fee can be reduced, and this is encouraged in your submission. The Agency Fee element will not be subject to any price revision but the User shall, from time to time during the life of the User Agreement, monitor the competitiveness of the Service Providers Total Charge Rate. If in the opinion of the User, the Service Providers Total Charge Rate structure is no longer competitive the User reserves the right, after the Service Provider has been given the opportunity to review their Total Charge Rate structure on the evidence produced by the Service Provider to either:

- Rerun the User Ordering and Engagement Procedure (direct award or mini-competition)
- or**
- Make arrangements with Agency Providers outside of this arrangement

or

- Terminate the Contract

The price tendered must be inclusive of all fees, management costs, overheads and expenses incurred to comply with the framework agreement but exclusive of VAT.

All prices must be quoted in £ sterling and all payments shall be made in £ sterling.

6.4 Benefits Realisation

Bidders will be required to identify, baseline, measure and report on savings made as a result of any new arrangements. The formulae to help calculate the benefits derived from the new framework will be agreed with the successful Service Provider(s).

6.5 Costing

6.5.1 Bidders shall demonstrate their ability to meet the following requirements in the Technical questionnaire (Schedule 5.2).

6.5.2 To provide reassurance on the 'transparency' of pricing, the Service Provider shall (whenever requested to do so) provide an itemised cost breakdown (plus copies of any quotes obtained from third parties) relating to a specific service request.

6.5.3 If appropriate to the pricing mechanism offered by the Service Provider and/or subsequently agreed with them, the Service Provider is required to produce a list showing the hourly rates or other charges at which the services will be charged.

6.5.4 The Bidder is required to provide each User with a current list of costs, deadlines, agreed administrative procedures of the Service Provider, etc, which are to be updated as changes are made.

6.5.5 The Bidder should use best efforts to negotiate additional savings where feasible.

6.5.6 The Bidder will ensure the Client is provided with the best available prices to public sector Customers at all times throughout this Agreement.

6.5.7 Note that the spend figures are only indicative.

6.6 Direct Award / Mini Competitions

6.6.1 Details are included in the User Ordering and Engagement Procedure, included in the Framework Agreement.