

SPECIFICATION FOR TEMPORARY WORKER SUPPLY VERSION 0.4

Document Control

Version	Comments
0.1	Draft 1 (21/02/2019)
0.2	Draft 2 (04/03/2019)
0.3	Draft 3 (08/03/2019)
0.4	Draft 4 (14/03/2019)
0.5	
0.6	
0.7	
0.8	
0.9	



Essex County Council

ESSEX COUNTY COUNCIL

TEMPORARY WORKER SUPPLY

SPECIFICATION

Version 0.1
Date

Issued XX XXXXXX 2019

Procurement Project 0607

1. Essex County Council

- 1.1. Essex County Council (ECC) is dedicated to improving Essex and the lives of our residents. Our ambition is to deliver the best quality of life in Britain. We will achieve this by providing high-quality, targeted services that deliver real value for money.

2. Our vision

- 2.1. The Essex Organisation Strategy sets out our aims and priorities for the period 2017-21. It articulates how we will achieve better outcomes for Essex and secure the ambitions set out in the Vision for Essex. Our ambition, at the end of this period, is for Essex to be the best local authority in the country.
- 2.2. At ECC we are passionate about better lives for people in Essex. We believe prosperity is the best route to achieve that – so people can help each other, and themselves. We are also ready to step in – to protect vulnerable children, to help care for older people and to support our economy to flourish.
- 2.3. As a public body it is important we spend taxpayers' money wisely, on the issues that matter to our residents. To offset reductions in government funding, we must constantly manage demand, reshape and re-imagine services and look for opportunities to generate income. It is also important we work tirelessly to secure investment into the county that can help make Essex an even better place to live and work.
- 2.4. An overview of our organisational strategic aims and priorities is set out below. :

OUR STRATEGIC AIMS

Enable inclusive economic growth

Help people get the best start and age well

Help create great places to grow up, live and work

Transform the council to achieve more with less

OUR STRATEGIC PRIORITIES

- » Help people in Essex prosper by increasing their skills
- » Enable Essex to attract and grow large firms in high growth industries
- » Target economic development to areas of opportunity

- » Help keep vulnerable children safer and enable them to fulfil their potential
- » Enable more vulnerable adults to live independent of social care
- » Improve the health of people in Essex

- » Help to secure stronger, safer and more neighbourly communities
- » Help secure sustainable development and protect the environment
- » Facilitate growing communities and new homes

- » Limit cost and drive growth in revenue
- » Develop the capability, performance and engagement of our people
- » Re-imagine how residents' needs can be met in a digital world

- 2.5. Further information can be found on the [ECC website](#).

3. Delivering our strategic aims and priorities

- 3.1 To successfully achieve our strategic aims and priorities we will need to ensure that people remain our most important asset; and that we secure digital approaches that improve outcomes and deliver efficient and accessible services.
- 3.2 ECC has built a workforce strategy that will help us to ensure that we have the capability and capacity required for the future. The workforce strategy has four themes:
- Getting ahead of the curve
 - Creating the right conditions
 - Optimising the employee experience
 - Enabling growth and development
- 3.3 ECC's resourcing services will be touched by all of these themes and the People Plan activities, more specifically around talent attraction of quality, qualified and experienced people who will make a real and positive difference to the services we provide to our residents; and making the best use of technology to achieve this efficiently and cost-effectively.
- 3.4 Our resourcing services will ensure that we attract, retain and release the right skills at the right time. To achieve this will we deliver a futureproof, agile resourcing strategy which supports our employer value proposition, drives innovation to achieve the best fit and delivers quality value for money outcomes.
- 3.5 Our strategic resourcing objectives are to:
- deliver proactive and agile operations which enhance the customer and candidate experience;
 - optimise time to hire to achieve improved productivity;
 - provide a flexible workforce model that anticipates and responds to changes in demand and supply; and
 - ensure the attraction and retention of diverse, flexible, quality resources.
- 3.6 To enable us to get ahead of the curve and through the intelligent use of Management Information to support decisions, we will continue to proactively engage with managers to support continuous improvement in our service delivery. We will also strive to optimise technology with a digital first approach to achieve a modern and fit for purpose approach to resourcing.

- 3.7 Moreover, through the development of an overarching employer value proposition that threads through the employment/engagement cycle, we will put the candidate experience at the heart of everything that we do.
- 3.8 The Council recognises that the shape and size of the workforce in the future will change; this could include a smaller core capability and a larger flexible peripheral workforce that includes contingent workers, consultancy and managed service provision. To deliver our organisational ambitions within the context of future workforce demand and supply, ECC will purposefully deploy a resourcing strategy where a flexible periphery workforce enables us to fulfil our target operating model.

4. Introduction

- 4.1. The current resourcing process outsourcing (RPO) contract, awarded to Capita Resourcing in September 2015, will expire on 23 September 2019. This contract provides for both permanent recruitment and temporary worker supply through a master vend model. There are no options for extension, therefore ECC will need to secure resourcing services by June 2019 to allow for a three month transition period.
- 4.2. To support delivery of our resourcing strategies we now need to secure temporary worker supply services which reflect the Council's brand and employer value proposition; and encompass:
- 4.2.1. Scalable, compliant¹ temporary worker supply secured through neutral vend, providing a range of sourcing channels which enable ECC to engage workers across all worker categories and types. Temporary workers will include agency workers, and interims who are engaged on a self-employed basis through their own Limited Company or Personal Services Company; who are paid on an hourly or daily basis.
 - 4.2.2. The supplier will need to provide an adaptive service to the Council which enables the engagement of workers who are contracted to deliver services through a statement of works where unit/milestone payments are agreed.
 - 4.2.3. The service must also include access to compliant temporary worker resource banks via the neutral vend supply chain in key staffing groups e.g. [tutors](#).
 - 4.2.4. The Council also requires a number of seasonal and casual workers, for example [youth work](#); and [Essex Outdoors](#) that the supplier will need to engage. An overview of the type of casual workers engaged on ECC's behalf is provided in appendix X

¹ Compliant worker definition: all necessary pre-engagement checks undertaken as required for the role, including the right to work in the UK, DBS and other safeguarding requirements where applicable. For some roles this may include proof of qualifications, driving licence etc.

- 4.2.5. Provision of, or access to, a solution which provides a talent pool technology platform which will enable ECC to transfer its *existing* direct temporary workers and *build* its own direct workers across all staffing categories *through the life of the contract*. The will offer a modular end-to-end solution which includes talent sourcing, candidate management, compliance/safeguarding checks for all worker types and payroll services.
- 4.2.6. The use of industry standard Vendor Management System (VMS) technology which achieves a fully automated purchase to pay (P2P) process from requisition through to invoicing and payments through establishment of systems interfaces between the VMS and ECC's systems.
- 4.3. The Contract will be procured for a period of two years with the option of a further one year extension.
- 4.4. As a result of the Council's need to review its temporary worker requirements over the next two years and further explore the most cost effective and efficient solution(s), the Contract will also include Authority Break Point Dates which reflect the anticipated timescales for decisions and subsequent transition.

5. Background

5.1. Current Temporary Worker Profile

- 5.2. Over the last year the volume of temporary workers is around 10% of our workforce. This represents around 650-700 temporary workers, not taking account of seasonal variations, which can increase the number of workers to around 800. On average there are currently around 30-40 new temporary workers each month.
- 5.3. The average length of engagement for temporary workers is 1.82 years; tenure is highest in the infrastructure and environment function (just over 3 years), and lowest in the organisation design and people function (just over 6 months).
- 5.4. Information on disability and ethnicity is not currently collected routinely.
- 5.5. Of the 700 live assignments approximately 40% are casual 'as and when' workers. Around 60% of the population are directly sourced.
- 5.6. There has been a downward trend in the usage and expenditure of interims since April 2017; also the use of work-packages through a statement of works project delivery approach has driven efficiency and reduced traditional interim demand. Whilst our strategic workforce plans will enable us to clearly identify the resources we will need to 'make', i.e recruit and develop capability within the core workforce; our expectation is that our 'buy'

decisions will potentially change the shape and size of our contingent and periphery workforce. We will expect our supplier to proactively share their insights into the future of contingent workers and the flexible workforce.

- 5.7. The following table provides an overview of the typical distribution of temporary workers across ECC's functions:

Function	Typical Proportion of Temporary Workers
Adults Social Care	39%
Children and Families Social Care	4%
Corporate and Customer	14%
Corporate Development	15%
Place and Public Health	20%
Education	6%
Organisation Development and People	2%

- 5.8. The worker types are profiled against existing worker type categories as follows:

Worker Type	Typical Proportion of Temporary Workers
Admin/Clerical	11%
Executive	4%
Interims	15%
Operational	25%
Professional	12%
Social Care Qualified	34%
Social Care Unqualified	2%

*The definitions for these categories are provided in appendix x

- 5.9. A wide range of Temporary Agency Workers are required and the Managed Service Provider must be able to supply all Temporary Agency Workers as needed by the Customer (relevant to the Lot for which the Tenderer is bidding). The list given within Appendix x describes the spectrum of the roles included, but Tenderers should note that this list is not exhaustive and other job roles 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.

5.10. ECC's Current Systems

5.11. ECC has the following systems which support recruitment activity:

5.12. Oracle: finance system including establishment hierarchy and payroll.

5.13. Taleo Recruit: Applicant Tracking System (ATS) used by Hiring managers to raise requisitions for all resourcing requirements and end to end recruitment and selection activity.

5.14. Taleo Transitions: Used by RPO to track pre-employment activity; provides an integration to Oracle for starter, leaver and movers (SLAM) processes.

5.15. Proactis MarketPlace: supports procurement activity.

5.16. The Authority has established a 'self-serve' approach, supported by single sign-on of the corporate systems; and the provision of materials and guides on the intranet to help managers navigate through policy and processes. This includes all recruitment activity.

5.17. The Authority has around 400 hiring managers who access Recruit and the current supplier VMS to authorise electronic timebooking submissions.

5.18. Future Requirement

5.19. In February 2018 ECC issued a Prior Information Notice (PIN) broadly setting out requirements for the full range of resourcing requirements, and commenced Early Market Engagement activity in March 2018. Early market engagement helped to inform the Council's requirements for resourcing service provision within the context of emerging economic, social, technological and legal challenges.

5.20. ECC also engaged with key stakeholders during April and May 2019; this included hiring managers and other service users to understand the requirement for temporary worker supply in the medium to long term. The requirements could be summarised into the following:

5.20.1. Achieving significant cost reductions for client-sourced/referred workers and long term engagements

5.20.2. Scalable and responsive services which can meet the diverse needs of the authority through a range of suppliers; at a price that is best value and enables access to quality talent

5.20.3. Access to technology which will support talent attraction, sourcing and other wrap-around services which delivers cost savings and enables ECC to position its resourcing services to deliver the People Plan and resourcing priorities.

5.20.4. A temporary worker supply solution which supports ECC's employer value proposition and delivers a great candidate experience.

6. Scope

6.1. Aims and Objectives

6.2. The future temporary worker supply service will provide efficient, agile and proactive temporary worker supply services that are flexible and scalable to accommodate anticipated workforce and organisational changes in demand and supply. This will enable the Council to identify agile and cost efficient sourcing solutions; and support delivery of our People Plan and emerging strategic workforce plans.

6.3. Whilst this specification is intended to provide Tenders with a broad indication of the services required, the specification should be considered as being sufficiently flexible to ECC's needs, provided that such variation does not conflict with the requirements of the Public Contract Regulations 2015.

6.4. The service will deliver the following specific components to deliver these aims and objectives:

6.5. Supply of Temporary Workers Through Neutral Vend

6.5.1. A quality, responsive and clearly articulated temporary worker supply service for managers and candidates;; the service will clearly set out pricing schedules, service level agreements and candidate care standards. There will also be a clear roadmap to achieving cost reductions without compromising quality outcomes.

6.5.2. An excellent understanding and track-record of addressing the needs and challenges of difficult to fill resource requirements: There will be a strong emphasis on Children & Families and Adults social care roles, specifically within the context of the Memorandum of Co-operation (MoC) between the authorities within the East of England Regional Partnership. This MoC is an attempt to work more collaboratively across the East of England initially, and then with bordering councils, in order to manage the demand and supply of children's social workers.

6.5.3. A service which uses its recruitment expertise to understand the wider interim market for professional services: this will ensure that ECC hires the best possible candidates against niche skills sets for example technology services, legal, commercial and finance.

- 6.5.4. Recruitment of temporary workers both for volume and seasonal recruitment campaigns: this will ensure ECC is able to maintain frontline service delivery e.g. country parks and outdoor centers, as well as adult community learning.
- 6.5.5. Recruitment of temporary workers which is compliant with legislation and any anticipated changes: the provider will ensure that the temporary workforce is compliant e.g. pension auto enrolment, Working Time Regulations and Agency Worker Regulations etc.; and will also work in partnership with ECC to scope, plan and deliver responses to any legislative changes.
- 6.5.6. Ensuring all temporary and interim workers are paid within agreed, and consistently applied, pay rates which demonstrate value for money for ECC.
- 6.5.7. An ongoing mechanism to review and benchmark both pay and charge rates for all levels of interim and temporary worker, ensuring ECC is able to attract the best possible candidates, at the best prices.
- 6.5.8. A consistent, best fit, safeguarding and on-boarding service appropriate for an Authority of the size and diversity of ECC.
- 6.5.9. Provide an efficient technology solution to ensure that temporary worker records are transferred from the VMS to ECC systems to create an ECC HR record of the worker in accordance with ECC's starters, leavers and movers (SLAM) process.
- 6.5.10. Provision of agreed management information and worker data in a format which support activities associated with both the performance of the contract; and to enable efficient spend forecasting.
- 6.5.11. Provide a service which does not charge for temporary to permanent conversions after the temporary agency or interim worker has been working in the same assignment on a continuous basis for 13 weeks.

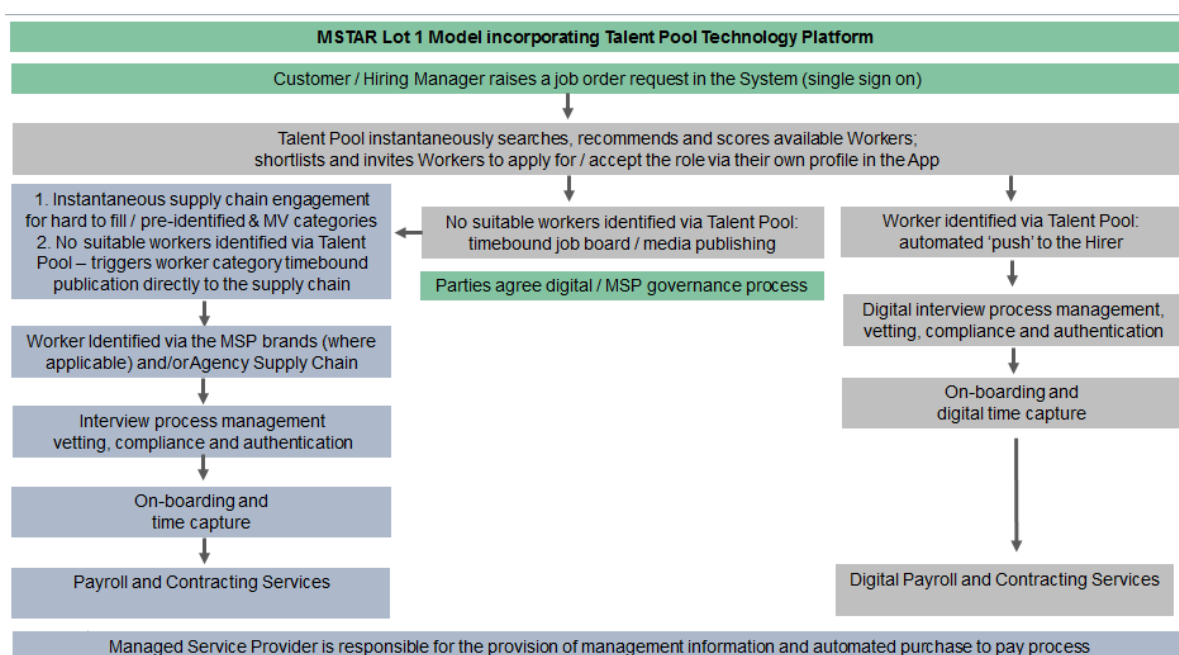
6.6. Client Direct Workers

- 6.6.1. The Supplier will need to provide access to technology which supports ECC's requirement to transfer existing direct workers, future ECC worker 'referrals' and directly sourced talent from the commencement and during the lifetime of the contract. The technology solution will also provide for access to modular service wrap components, including compliance and payroll.
- 6.6.2. The technology solution will enable ECC to raise requisitions which are either requesting a resource through neutral vend or as a direct worker for payroll purposes.

6.6.3. The pricing for Client Direct Workers will be separate to neutral vend and the workers will remain within ECC's talent pool.

6.6.4. The Talent Pool Technology Platform is to be the first source for all worker categories, operating a talent pool first model as illustrated in the following diagram:

Diagram: Talent Pool and Vend Workflow:



6.7. Automated Purchase to Pay

6.7.1. As reflected in section 4, ECC requires an automated Purchase to Pay (P2P) process. ECC's systems are currently Oracle, MarketPlace and Taleo Recruit (ATS) and the existing supplier's systems include PeopleFluent VMS (recently renamed to VectorVMS) and Safetempst. Interfaces are currently provided through data transfer via a secure file transfer protocol (SFTP).

6.7.2. The P2P process enables ECC Hiring Managers to raise an approved requisition in Recruit for a temporary worker which automatically raises a purchase order, generates access to time-booking and approvals (acting as goods received notes) invoices and payments.

6.7.3. Supplier's should note that the automated P2P process includes provision of standing data into the VMS. This standing data includes the role location, cost centre, job hierarchy and hiring manager. The named hiring manager will be authorised to raise the job requisition in Recruit; and once approved will be authorised to approved time booked.

6.7.4. The specification is set out in section 8.?? of this document.

6.7.5. ECC intends to replace *Taleo Recruit*, the Council's current Applicant Tracking System (ATS). The timescales for this replacement are likely to coincide with the cessation of the current resourcing contract or take place in the duration of the new contract. In this event will expect supplier(s) to work closely with the Council to ensure that an automated P2P solution is retained. The Council's replacement system is likely to be sourced through G-cloud and have application programme interface (API) capability. The supplier's technology will also need API capability to achieve efficient interfaces with ECC's technology.

6.7.6. The supplier will also be required to bear the cost of any requirements needed to meet the desired technology solution

6.8. Other Key Service Requirements

6.9. The supplier must deliver a service which represents and continues to represent excellent value for money in light of pressures on spending that continue to exist within the public sector.

6.10. All of the above services will need to reflect the Council's values and behaviours; specifically we require all services to:

6.10.1. *Be fair and transparent:* Candidates will be treated with dignity and respect and without discrimination; and will be assessed fairly and consistently. Selection will be based on individual merit and ability, and assessed against the qualifications, skills and competencies required to do the job.

6.10.2. *Enable and support ECC's organisational strategy:* Suppliers will ensure that they maintain and develop social responsibility initiatives through recruitment and supply chain engagement, for example supporting the Authorities Disability Confident initiatives; reaching out to minority groups etc.

6.10.3. *Deliver quality and consistent services:* ECC intends to attract the best candidates from diverse backgrounds and we expect their journey as a candidate and employee to reflect our value proposition as a responsible and attractive employer.

6.10.4. *Ensure that providers are able to articulate these resourcing challenges into successful campaigns:* These will be focused at reducing the number of unfilled permanent vacancies and reducing reliance on the contingent workforce

- 6.10.5. *Demonstrate delivery of expected outcomes:* This will include measurable key performance indicators; agreed service levels; delivery of continuous improvement; and value for money. In addition we will expect providers to challenge ECC and the supply chain to continuously review costs and benchmark itself against the external market.
- 6.10.6. *Deliver a user-friendly reporting solution to report operational and transactional information to a wider number of users across the organisation:* Specifically management information will provide a true and accurate reflection of the providers performance and delivery, to facilitate trend identification, to inform decisions and to drive continuous improvement.
- 6.10.7. *Deliver flexible and fit for purpose solutions which drive high levels of performance.* These will deliver outcomes which support ECC's commitment to optimise candidate and service user experience; and enable our self-service approach.
- 6.10.8. The Authority is cognisant that outcome of Brexit may impact on the procured services provided to the Council and that potential suppliers are also prepared for, and able to adapt to, any implications arising from this, including but not limited to changes in legislation or arrangements which affect the ability to provide the services specified in this document.
- 6.10.9. The calls made to the supplier will not be charged at a premium rate.

7. Key Dates

- 7.1. The commencement date for the contract is no later than 24 September 2019. A transition period is expected between award in June 2019 until the current contract expires on 23 September 2019. The transition will include the following key activities:
- 7.1.1. Design and testing of interfaces to achieve an P2P process
 - 7.1.2. Transfer of temporary workers from the existing to the new supplier
 - 7.1.3. Cutover of systems and processes from existing to new supplier
 - 7.1.4. Relationship development
- 7.2. The contract completion date is expected to 23 September 2021.
- 7.3. The Supplier shall co-operate fully and in good faith and notwithstanding all other obligations set out in the Agreement, provide to the Authority the information set out in this Schedule and the Retendering Information to enable the Authority to compile tender documentation for issue to potential New Suppliers.
- 7.4. The duration of the contract is for two years with an option to extend for a further year.

- 7.5. It is expected that the automated P2P process will be in place at the commencement of and throughout the lifetime of the contract. The neutral vend supply and client direct worker service is also expected to be in place at the commencement of the contract, and assumes that existing direct workers will be able to transfer to the client direct pool from contract commencement.

8. Detailed Statement of Technical Requirements

- 8.1. The following section sets out ECC's technical requirements in respect of the three service elements:

8.2. Neutral Vend Service Requirements

- 8.2.1. The Supplier shall be the interface for all new and existing Agencies wishing to supply temporary workers. The managed service provider should actively source and work with agencies to ensure the provision of an accessible pool of agencies and workers who meet ECC's needs.
- 8.2.2. The Supplier shall be responsible for ensuring that all agencies utilised meet ECC's required standards and policies.
- 8.2.3. The Supplier's systems will clearly flag the fees applied to each source of candidate submitted to show the talent pool vs Supplier and agency costs; with a breakdown of relevant cost elements.
- 8.2.4. The supplier will:
- 8.2.4.1. respond to all initial requests for temporary workers within 24 hours of receipt of the requisition being received and report on exceptions.
 - 8.2.4.2. ensure that all CVs submitted by themselves and agencies are anonymised/unbranded so that Hiring Managers cannot identify the agency that is putting the candidate forward. ECC would like to specify a standard format for such CVs to enable easy comparison to be made by the Hiring Manager.
 - 8.2.4.3. be responsible for explaining rate cards including charges. Helping Hiring Managers to understand the overall cost of their Temporary worker requirements for budgetary purposes
 - 8.2.4.4. ensure Hiring Managers have a complete understanding and expectation of what the process for their recruitment activity will be including time scales of delivery, release to supply chain and hand offs within the providers service, as appropriate.
 - 8.2.4.5. ensure that shortlisting candidate submissions are made against Hiring Managers criteria to the pre-agreed (at time of taking requirement) number of candidates.

- 8.2.4.6. arrange the selection process; co-ordination of manager (and/or additional interviewers) diaries and candidate availability.
- 8.2.4.7. ensure the candidates are fully briefed and prepared for the selection process
- 8.2.4.8. ensure that all Temporary Workers assigned to ECC DBS roles undertake a full DBS check annually.
- 8.2.4.9. update both the Hiring Manager and candidates on a regular, pre-agreed basis through the recruitment and pre-engagement screening processes.
- 8.2.4.10. ensure feedback is obtained from the Hiring Manager, and provided to the unsuccessful candidate(s)
- 8.2.4.11. provide feedback mechanisms are in place for all temporary and interim candidates relating to their assignment and their experience.
- 8.2.4.12. ensure that Temporary Workers are aware that they must submit their timesheet prior to the agreed deadline to enable the Hiring Manager to approve the timesheet.
- 8.2.4.13. ensure that *all* Temporary Workers are compliant and meet ECC, Legal and Regulatory requirements such as Ofsted before commencement of assignment at ECC within the time to start/hire KPIs.
- 8.2.4.14. ensure that temporary workers are given clear instructions in advance of their assignment including matters such as health and safety, data protection, code of conduct, time-booking etc.
- 8.2.4.15. support the hiring manager in identifying any reasonable adjustments that may be required by the worker
- 8.2.5. The Supplier will ensure that all regulatory requirements are met in respect of the workers; this includes but is not limited to: assessment and verification for IR35; ensuring appropriate payroll deductions are made at source; provision of pensions auto-enrolment; alignment of rate card to comparator rates in accordance with the Agency Worker Regulations; Working Time Directive; Right to Work; DBS/compliance; and Sponsorship.
- 8.2.6. The Supplier will notify the Hiring Manager aware of the end date of the Temporary Worker assignment within agreed timescales and that the Temporary Worker is informed and/or aware of any extension to their assignment.
- 8.2.7. During implementation and throughout the lifetime of the contract ECC reserves the right to migrate existing workers from the Supplier and/or agencies directly into ECC's talent pool. Migration rules will be set by ECC and will include consideration around tenure, cost and risk.

- 8.2.8. The Supplier will undertake to ensure that all Temporary Workers are completely aware that at no time will ECC class a temporary agency worker as an employee. The Supplier is responsible for the conduct, negligence, performance and quality of temporary workers and other employment matters.
- 8.2.9. Fulfilment of a request shall be defined as the supply of a suitable Temporary Agency Worker, accepted by the Hiring Manager, within the timeframe as set out in the Service Level Agreement for the skill group to be established during contract implementation.
- 8.2.10. The Supplier shall aim to fulfil 100% of each Customer's requirements but is required to meet a minimum of 98% of requests at all times.
- 8.2.11. For individual positions that are considered to be 'difficult to fill' this figure may be reviewed at a later date, with the consent of ECC.
- 8.2.12. If the Supplier falls below 98% for more than 2 consecutive months or below 90% for 1 month the Customer shall require an exception report detailing the action being taken by the Managed Service Provider to remedy the situation and the timescale for rectification. Until the service provided meets the required level an update report shall be submitted to the Customer's nominated Contract Manager on a regular basis.

8.3. Client Direct Worker Service Requirements

- 8.3.1. The supplier will provide a technology solution either directly or through a third party supplier to enable ECC to create a talent pool of temporary workers.
- 8.3.2. Client direct workers will be sourced directly by ECC through a range of channels which will include, but not be limited to: ECC careers website; referrals; existing (transferred) temporary workers; social media; and talent pooling technology which provides the capability for passive candidate reach and job board notifications. For clarity, the workers will not be considered as client direct once the neutral vendor is in receipt of a requisition for neutral vendor sourcing.
- 8.3.3. Client direct workers will remain within the ECC talent pool during the lifetime of the contract; worker profiles will be retained by ECC at the end of the contract and/or when the technology platform is decommissioned.
- 8.3.4. The talent pool technology will have the following features:
- Passive reach
 - Job board notifications
 - Social media feeds
 - CV parsing
 - Client branding
 - Candidate owned profile

- Mobile enabled
 - CRM to support engagement activity and continue to develop talent pools
 - Benchmarked pay rates/candidate supply
 - Ability to update electronic calendars, e.g. with interview invites
- 8.3.5. The technology will also support compliance activity and payroll services for client direct workers. Specifically these wrap around services will deliver a seamless experience to hiring managers and candidates; as well as a leading edge technology solution which provides efficient processing of compliance activities using digital verification of documents. See also section 8.6 for more specific requirements relating to safeguarding/compliance.
- 8.3.6. Payroll services will ensure that appropriate contracts are issued for the engagement of workers, appropriate deductions are made; and workers are paid correctly and on time via the purchase to pay process.
- 8.3.7. The Council will be exploring the options for future temporary worker supply through the duration of this contract, which is likely to include the continuation of talent pooling solutions with wrap-around services.
- 8.3.8. The provider will ensure that all requirements specified in clauses 8.1.12-8.1.15 for neutral vend workers are applied to client direct workers.
- 8.3.9. ECC reserves the right to change the Talent Pool Technology Platform development, management and service delivery arrangements at any point during the lifetime of the contract.
- 8.3.10. The end to end process (in line with all requirements laid out in this core specification), will be clearly defined and documented within the Service Level Agreement (SLA). The SLA will include clear lines of responsibility, escalation and accountability) between the Supplier and the ECC.
- 8.3.11. The Service Level Agreement will be effectively communicated and imbedded by both the Supplier and ECC to the stakeholder and Hiring Manager communities during implementation and refreshed as the service develops during the contract duration.
- 8.3.12. The process must be fully automated; with the Supplier's system/s including providing an automated purchase to pay process.
- 8.4. Safeguarding and Pre-engagement Checks (Compliance)
- 8.4.1. ECC are committed to engaging a workforce that is compliant with all legislative and safeguarding requirements. The processes required to deliver this outcome are taken seriously by ECC and the provider is required to review and update these checks to ensure safeguarding standards are adhered to.

8.4.2. The supplier will ensure that:

- 8.4.3. robust arrangements are in place to supply a compliant temporary worker population where all legal, regulatory and ECC requirements have been met in respect of pre-engagement checks.
- 8.4.4. all individuals engaged in safeguarding and on-boarding activity have up to date training, knowledge and expertise to undertake the necessary and pre-employment checks and on-boarding services
- 8.4.5. evidence is obtained to show that checks have been completed in hard copy or electronic as required by ECC. (Safeguarding and Onboarding Matrix of Checks available in the Appendices)
- 8.4.6. where the Temporary Worker is required by law, any professional body or as agreed with the Authority to have any qualifications or authorisations to work on the Assignment, the Provider will obtain and confirm authenticity and provide copies to ECC of any relevant qualifications or authorisations of the Temporary Worker
- 8.4.7. data protection consents are obtained from the Temporary Worker and passed to ECC as required under the General Data Protection Regulations 2018 to permit ECC to check references using ECC's own client databases
- 8.4.8. in the event of receiving information which gives reasonable cause to believe that a Temporary Worker is unsuitable for the assignment, the Hiring Manager is notified before the commencement of employment where possible; in any case where non-compliance issues are identified, these must be notified immediately to ECC

The Supplier will demonstrate an agile approach to implementation of procedural changes where amendment or addition is required due to changes in legislation or customer requirements.

- 8.4.9. Those engaged in safeguarding activity will raise any concerns with ECC where they feel there are inconsistencies with any pre-employment checks provided.
- 8.4.10. Regular audits of 3rd party agencies will be conducted to by the Supplier to ensure standards are adhered to and outcomes reported to ECC. As per KPI; 10% of each temporary or interim worker provided by supply chain (in a month) up to a maximum of 10 files, where this equates to less than 10 all files to be checked. ECC will have access to audit 10% (to a maximum of 10) of all new Temporary Worker files.
- 8.4.11. The Supplier will ensure that all Temporary Workers who require a DBS check have that DBS Check renewed every 12 months via the DBS on-line update service as long as they remain in their assignment with ECC; ECC will not meet these costs.
- 8.4.12. Where the necessary pre-engagement checks are delayed, the Supplier will work with the Hiring Manager and People Operations to agree next steps.

- 8.4.13. Medical clearance checks shall be provided by ECC and requested to the candidate by the Supplier. The provider will issue medical forms to candidates for completion and log and monitor return of these, chasing where necessary. The cost of any medical clearance will be re-charged to the supplier.
- 8.4.14. Administration for all overseas candidates shall be provided by the Supplier and will include ensuring that the candidate obtains an original overseas certificate of good conduct which the Supplier will copy. Where required the Supplier will engage with the relevant Hiring Manager to manage exemptions.
- 8.5. A detailed set of vetting and compliance requirements are set out in appendix xx

8.6. Purchase to Pay (P2P) Technology Requirements

8.6.1. *Background*

ECC has a fully automated process linking recruitment to our P2P processes. This removes duplication of effort and improves the quality of data and enables first time matching for invoice payment. The outline of the process is that a requisition is raised within a recruitment system, once approved this generates a pre-approved purchase order that is transmitted via our financial system and ordering system to the Vendor.

The purchase order number is held on the VMS system and is then quoted on timesheets and invoices that are submitted to ECC by the vendor by agreed electronic methods.

8.6.2. *P2P Requirements*

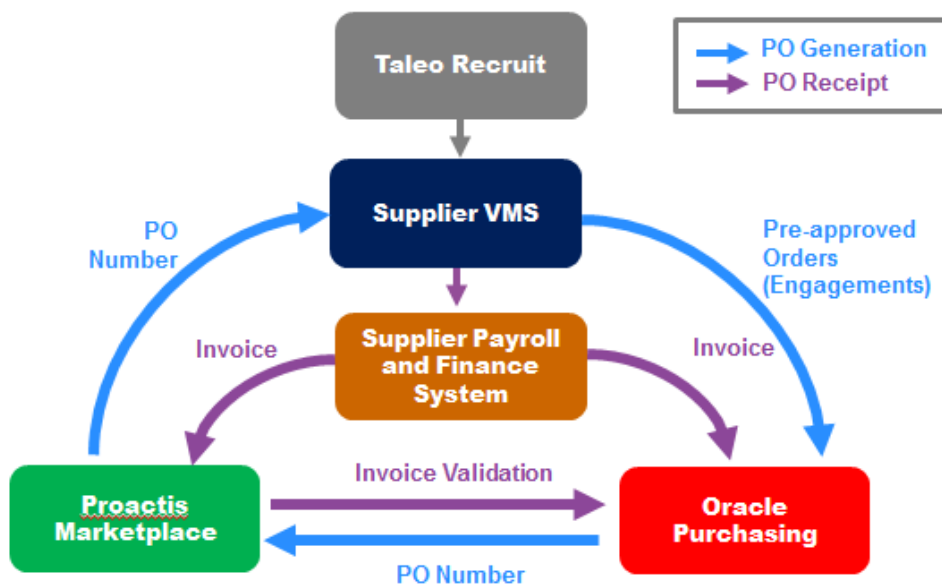
Our requirements are that this end to end process is maintained with a minimum of the following:-

Recruitment system	Ability to hold standing data e.g. location, budget, cost centres
Recruitment system	Ability to create a file to transfer approved requisition data to our Financial system to create an approved purchase order (including mandatory data) via SFTP This must match our current file format
Vendor Management System	Ability to hold a Purchase order number and link it to the requisition created in the

	recruitment system
Vendor Management Systems	<p>Ability to create a file to transfer approved timesheet and expenses data to our Financial system to be registered as an approved receipt against a Purchase order via SFTP</p> <p>This must match our current file format</p>
Invoice	<p>Ability to submit electronic invoices</p> <p>With Simone and Lisa to confirm text</p>

8.6.3. Overview

An overview of the current P2P workflows is provided in the following diagram:



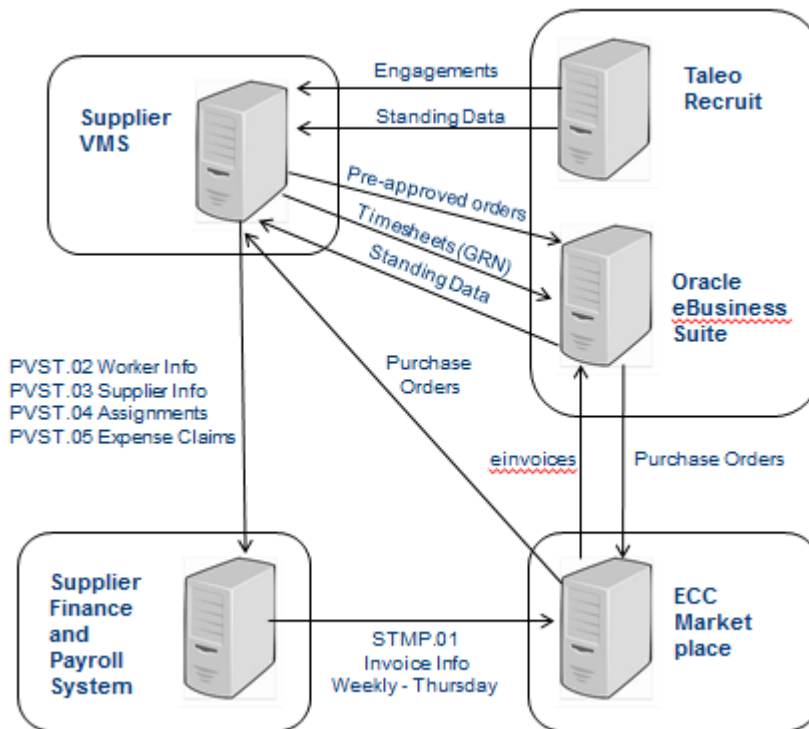
The advantages of this automated approach include:

- hiring managers only needing to raise an approved vacancy once, in one system
- the dataflows enable purchase orders to be raised automatically resulting in no double entry; avoiding keying errors
- the supplier is not required to re-enter requisition details into the VMS

- the set value of the PO in the system ensures that there is no overspend
- invoices are generated automatically by the system
- the automated workflows help avoid aged date.

8.3.4 Workflows

These workflows are achieved through data transfer of CSV and TXT files between ECC systems and the supplier systems; an overview of the interfaces is provided in the following diagram:



8.3.5 ECC requires the supplier to put in place arrangements to enable this automated P2P approach to continue from the commencement, and through the duration, of the contract.

8.3.5 Appendix x provides an overview of the workflows and data sets required to support the automated P2P approach, along with the frequency of file transfers.

8.3.6 Implementation

The supplier will work with ECC from the point of award through an agreed transition period before the commencement of temporary worker supply on 24 September to scope a project implementation plan to deliver an automated P2P process. This process will be fully tested end to end and deployable before 1 September 2019 to allow for a sufficient cut-over period from the current supplier.

The project plan will include the development of a Responsibility Assignment Matrix (RACI) jointly owned between ECC and the supplier. This RACI will inform the development of an early life support plan.

8.7. Social Responsibility

8.8. ECC requires the supplier to establish and/or develop the supply chain to include agencies in Essex, including small to medium enterprises. ECC also expects that the supplier will take a proactive role in securing opportunities for local residents in Essex.

8.9. The supplier will also work with us to build a social responsibility action plan which helps support our community priorities; and work with partner organisations and the supply chain to deliver the initiatives we have jointly agreed.

8.10. ECC also requires the supplier to build a Socially Responsible Supply Chain (SRSC) that will ensure that recruitment channels reflect the Council's equality and diversity values, equality targets and action plan, and our commitments to continuing to be a disability confident employer.

8.11. This co-operative approach between suppliers will ensure help to both support people back in to the work place and to optimise ECC's objective to achieve and sustain a diverse and inclusive workforce.

8.12. In addition to the normal sourcing methods temporary roles will be released to the newly created 'socially responsible supply chain'. This approach will:

- increase the opportunity to tap into new local resource pools
- support ECC's ambition to increase the percentage of their workforce
- potentially reduce service costs

8.13. Apprenticeships

8.13.1. The supplier will need to demonstrate how the levy deducted from the payroll will and has supported apprenticeships. This could be through the transfer of the levy to ECC or small to medium enterprises which deliver goods and services in Essex; or through targeted apprenticeship programmes that deliver the skills and capability into the temporary worker supply labour market.

8.14. Legislative Requirements

8.14.1. Ensure full compliance with the General Data Protection Regulations (GDPR)

8.14.2. Maintain ECC pay rates and a rate card for Temporary Workers which ensures ECC are compliant with Agency Worker Regulations and is also to

ensure contract has benchmarking provision on a regular basis, against similar organisations and local market.

- 8.14.3. The supplier will ensure that all relevant Temporary Workers accrue and are paid holiday entitlement in accordance with Working Time Regulations and Agency Worker Regulations.
- 8.14.4. The supplier will make all pension auto-enrolment payments to the agency workforce and be accountable for the administration and accrual of this process.
- 8.14.5. The provider and/or the Third Party provider will be responsible for making all deductions appropriate to PAYE payments for example National Insurance Contributions, Tax, Pension Auto enrolment, Apprenticeship Levy and Annual Leave accrual in line with legislative requirements.
- 8.14.6. The provider will pay each Temporary Worker (and indemnify ECC against non-payment of) the hourly or daily pay rate and other payment and reimbursement to which he/she is entitled to by carrying out work for ECC.
- 8.14.7. ECC will not be the employer of any Temporary Worker regardless of the terms of engagement between the Temporary Worker and the Provider and/or the Third Party Provider
- 8.14.8. Ensure that appropriate assessments are undertaken in conjunction with the Council as the end client in respect of IR35 regulations; and that these outcomes are adequately recorded and monitored.
- 8.14.9. Provide full access and support in the audit of Applicant files by ECC and to any external regulatory body e.g. Ofsted.

8.15. Procurement Terms of Trading

- 8.15.1. A preferred central e-mail address, (where orders will be sent electronically via Marketplace) must be provided. It is the responsibility of the supplier/ successful bidder to ensure that they can provide a central e-mail address for orders sent electronically via Marketplace from the contract start date. The Successful Bidder/ Supplier/ Contractor will be asked to submit this e-mail address. It is also the supplier's/ successful bidder's responsibility to ensure that continuity of service is maintained at all times and that orders are processed promptly.
- 8.15.2. All invoices and credit notes must be submitted electronically by the supplier/ successful bidder to Essex County Council and as a minimum must be raised using the PO Flip method via Marketplace from the contract start date.
- 8.15.3. Goods/Services should only be provided/carried out on receipt of an Official Purchase Order which has been issued via Marketplace by the Authority.

8.15.4. The Successful Bidder assumes full responsibility for ensuring that programs or other data downloaded uploaded or in any way transmitted electronically to the Authority are free from viruses, or any other items of a destructive nature whatsoever. The Authority makes every effort to virus check information made available for download from Marketplace. The Authority cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from Marketplace. The Authority recommends that users recheck all downloaded material with their own virus check software.

8.16. Information Governance: Data Handling and Security Questionnaire

8.16.1. Attached as an appendix.

8.17. TUPE implications

8.17.1. There are no anticipated TUPE liabilities associated with the transfer of temporary worker supplier service from the incumbent to a new supplier.

8.18. Implementation/mobilisation

8.18.1. Pull out key project milestones from plan

8.19. Hand-over process, transition between providers

8.19.1. Set out key activities

8.20. Performance, targets, and monitoring arrangements

8.20.1. Excellent performance and delivery are key to the success of this contract and it is expected that the Supplier will be managed through a collaborative approach alongside Key Performance Indicator targets. The Key Performance Indicators will have Service Credits associated with them as shown below:

- Neutral Vend Time to recruit
- Neutral Vend Time to clear (compliance)
- Temporary Worker Compliance File Audits
- Quality of candidates offered to HMs and engage
- Candidate experience
- Increased direct client worker baseline
- Delivery of continuous improvement activities
- Social responsibility

8.20.2. KPI performance will be measured from the Operational Services Commencement Date, but Service Credits will not be applied until 3 calendar months post Operational Service Commencement Date i.e. from month 4.

8.20.3. In the first year of the Term 0.4% of total cost (for the purposes of KPIs, total cost is defined as the total of all spend made through the contract) for the previous quarter to be put at risk for the potential payment of Service Credits

for each month of the following quarter. Based on an assumed total cost of £30 million per year, this would equate to £10,000 being put at risk per month in the first year of the Term. For each Year thereafter the total cost of the previous year will be used to calculate the Service Credit cap, using the 0.4% calculation. At the start of each quarter the Authority will advise which KPIs will be assessed in that quarter in relation to the Service Credit allocation described above. The Service Credit allocation each quarter will be apportioned to not less than 3 KPIs, up to a maximum of all KPIs.

8.20.4. KPI performance will be measured monthly as part of the MI reporting and aligned with monthly review meetings.

8.20.5. Any Service Credits due will be paid to the Authority quarterly in arrears.

8.20.6. As a minimum the following review meetings will be required as part of the ongoing Contract Management process of the Agreement. The full list of attendees can be agreed between the Authority and Supplier, but as a guide the details are as follows:

- Monthly performance review meeting – Authority Contract Manager, Supplier Account Director
- Quarterly Steering Board – Authority Contract Manager, Supplier Account Director, Authority Head of HR Service
- Annual Review - Authority Contract Manager, Supplier Account Director, Supplier Senior Director, Authority Head of HR.
- This list is not exhaustive, and the Supplier will be required to support the Authority by attending regular service meetings to be agreed by both parties.

8.21. Continuous Improvement

8.21.1. The Supplier must establish a process of year-on-year improvements, by setting measurement tools at the beginning of each year of the contract in agreement with ECC. The Supplier shall be mindful of future developments and ensure that the service offer will be able to be developed to meet future requirements which will be measured against the relevant year's baseline.

8.21.2. Service delivery proposals offered must include direct cost savings that are delivered transparently on a year-on-year basis as well as indirect cost savings through process, technology and other efficiencies. Savings should be calculated on a 2018/19 baseline initially and reviewed and updated at the end of each year in consultation with ECC.

8.21.3. The Supplier will regularly undertake a review of the Authority's Temporary workforce in relation to: numbers of workers, pay rates and length of service and therefore costs. The Supplier will be required to report data to this effect on a quarterly basis as a minimum to enable the Authority to ensure that the resourcing solution for the temporary worker population remains appropriate.

- 8.21.4. The Supplier shall undertake benchmarking in accordance with the Contract and shall, where requested, revise the price where such benchmarking identifies that the Authority could achieve better value.
- 8.21.5. The Supplier must adopt a 360 degree approach to quality, ensuring views from all participants in the process are gathered, measured and fed back enabling ongoing, valid Service improvement. Such as the requirement to undertake initial and on-going quality check calls and surveys on Temporary and Candidate hires measured through KPIs.
- 8.21.6. The Supplier shall ensure continuous improvement by utilising feedback received both from jointly agreed surveys and other feedback mechanisms undertaken and otherwise to improve and update their procedures and processes, as well as suggesting any improvements the Authority could make internally. This will be a key component of the continuous improvement plan. This will ensure Service delivery is effective and fit for purpose not just on the Operational Services Commencement Date but throughout the entire Term.
- 8.21.7. That all opportunities for continuous improvement on both sides are explored and realised where possible and; that the Contract develops over time to realise commercial and community benefits for both organisations.
- 8.22. Intellectual Property Rights
- 8.22.1. Legal to advise.
- 8.23. Training requirements, knowledge transfer
- 8.23.1. As part of the transition, the supplier will work with ECC to identify training and service support requirements for hiring managers, temporary workers, and new candidates from the commencement of the services. This activity will be scoped, agreed and reflected in the transition project plan owned jointly by ECC and the supplier.
- 8.23.2. Knowledge transfer at the end of the contract will be agreed as part of the exit schedule, which will be agreed jointly. The exit schedule will be agreed and put in place not less than six months before the planned contract end date 2021; or in 2022 if the contract is extended for one year.
- 8.24. Business Continuity
- 8.24.1. The Authority and the supplier will agree a business continuity plan/s which includes, but may not be limited to, the following scenarios:
- 8.24.1.1. P2P technology/automated process failure
 - 8.24.1.2. Any other technology failure which impacts service delivery; e.g. ATS/VMS unavailability
 - 8.24.1.3. Suppliers ability to provide the services; e.g. as a result of the business ceasing to trade

8.24.2. The Business Continuity Plan/s will be agreed as part of the transition to the new services by September 2019.

8.25. Decommissioning & Disposal

8.25.1. Need to include transfer of client direct workers at termination of the contract

8.25.2. The decommissioning and disposal of equipment and technology will be agreed as part of the exit schedule. This will include but will not be limited to the compliance transfer and/or disposal of data free of charge in accordance with UK regulations; e.g. the transfer of worker profiles in the ECC Client Direct Talent Pool technology to ECC in an agreed format; and the deletion of recruitment records in accordance with the Council's privacy policy

9. Authorities policies

TO BE COMPLETED

9.1. Information security and communication.

9.2. Supplier Charter

9.3. Information Governance/Data Protection including ECC's privacy policy

10. Insurance and warranties

10.1. Employer's liability insurance.

10.2. Public liability insurance.

10.3. Professional indemnity insurance.

10.4. Other insurances for works related requirements.

10.5. Warranties.

11. Agreement term

11.1. The Agreement term for this agreement will be two year(s) with an option to extend for a period of 12 month(s). The decision to extend the Agreement with is at the sole discretion of Essex County Council.

11.2. With appropriate notice the Authority may terminate the Agreement on any of the following Authority Break Point Dates:

Need to enter dates once ESPO Tcs&Cs are received

12. Standard Marketplace Terms and Conditions

12.1. Printed conditions included with a supplier's quotation or tender shall be disregarded where they conflict with these Terms and Conditions.

- 12.2. These Terms and Conditions shall be superseded by the terms and conditions (1) stated in any separate written agreement that may be signed by duly authorised signatories of the Council and the supplier; or (2) referenced within the Council's award letter to a supplier.
- 12.3. A contract is deemed to be formed to which these Terms and Conditions apply upon acceptance by the supplier of the Purchase Order or upon the placing of the Purchase Order pursuant to a quotation or tender. The supplier agrees to be bound by these Terms and Conditions.
- 12.4. Except as stated in paragraph 2, these Terms and Conditions shall apply to the exclusion of all other terms and conditions including any terms or conditions which the supplier may purport to apply under any sale order, confirmation of order or similar document or electronic communication.
- 12.5. All representations, statements or warranties made or given by the supplier and agents (including any of the supplier's brochures, catalogues and advertisements) relating to the quality and fitness for purpose of the goods shall be deemed to be express conditions.
- 12.6. All goods and services supplied in respect of this Purchase Order must satisfy any appropriate British Standard specification, Approved Codes of Practice or equivalent European Union Standard in terms of safety, quality and fitness for purpose. All services must be carried out with due skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise in accordance with the appropriate industry standard and best practice and statutory requirements.
- 12.7. The supplier shall deliver and/or supply the goods, services or materials at the supplier's risk and expense at such time and to such a place as specified in the Purchase Order.
- 12.8. The supplier shall ensure that any goods shall:
- a. correspond with their description and any applicable Specification;
 - b. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the supplier or made known to the supplier by the Council expressly or by implication, and in this respect the Council relies on the supplier's skill and judgement
 - c. where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods.
- 12.9. Title to any goods shall pass to the Council on completion of delivery. If the goods are not delivered on the delivery date, or do not comply with the undertakings set out in paragraph 8, then, without limiting any of its other

rights or remedies, the Council shall have the right to any one or more of the following remedies, whether or not it has accepted the goods.

- a. to terminate these Terms and Conditions;
- b. to reject the goods (in whole or in part) and return them to the supplier at the supplier's own risk and expense;
- c. to require the supplier to repair or replace the rejected goods, or to provide a full refund of the price of the rejected goods (if paid);
- d. to refuse to accept any subsequent delivery of the goods which the supplier attempts to make;
- e. to recover from the supplier any costs incurred by the Council in obtaining substitute goods from a third party; and
- f. to claim damages for any other costs, loss or expenses incurred by the Council which are in any way attributable to the supplier's failure to carry out its obligations under these Terms and Conditions.

- 12.10. The Council shall not be deemed to have accepted any part of the goods until after the Council's employees have inspected the goods and made payment. The Council may reject the whole or part of the goods, services or materials for up to twenty eight (28) days after receipt if it considers that they are of an unsatisfactory quality or not in accordance with the Purchase Order. Failure to remove the goods/services/materials within seven (7) days of a request may result in removal by the Council and the supplier shall reimburse the Council the costs of removal.
- 12.11. Time is of the essence, with the goods and/or the services specified to be delivered by the date on the Purchase Order unless otherwise agreed in writing between the Council and supplier.
- 12.12. The supplier warrants that none of the goods constitutes or involves an infringement of any existing intellectual property right and the supplier hereby agrees to indemnify the Council against all charges, expenses, costs and damages arising from any claim that the use or sale of any of the goods so supplied constitutes or involves any such infringements.
- 12.13. If the supplier is found to have, in the sole judgement of the Council, failed to provide satisfactory performance of the requirements of these Terms and Conditions or become bankrupt or made an arrangement or composition with its creditors or had a winding up petition made against it or had a liquidator or receiver appointed or enter into liquidation either voluntarily or compulsorily, the Council shall be entitled to terminate the Purchase Order with immediate effect.
- 12.14. No delay or failure in performance by either party shall constitute default or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure.
- 12.15. The supplier shall not claim any lien, attachment or other such right over or in connection with the goods, and shall indemnify the Council against any and all liens, attachments or other such rights asserted by persons who are, or who claim to be, sub-contractors, agents or assignees of the supplier.

- 12.16. This Purchase Order shall be subject to English law.
- 12.17. The prices for the goods, services or materials shall remain fixed unless otherwise agreed by the Council and the supplier and shall be exclusive of Value Added Tax (.VAT.). VAT shall be due at the rate applicable at the tax point date of the suppliers invoice. The supplier shall submit an invoice to the address stated on the Purchase Order within 28 days of supplying any goods or services. The Purchase Order number must be quoted on all invoices and delivery notes and failure to do so will result in the invoice being returned unpaid. Save where an invoice is in dispute the Council shall pay the supplier by bank automatic clearing service (BACS) within thirty (30) days of the date the invoice was received and if not paid when due the supplier may claim interest on such overdue sum from the due date until payment is made at the legally agreed percentage rate per annum above the Bank of England base rate as varied from time to time. The Council reserves the right to use other methods of payment where in its absolute discretion it is appropriate.
- 12.18. The supplier shall seek to pay its supply chain within thirty (30) days.
- 12.19. Where any sum invoiced is disputed by the Council, the Council shall notify the supplier within seven (7) days of receipt of the invoice. The parties shall then communicate with one another with a view to resolving the dispute. The Council shall only make payment once the dispute has been resolved. Payment will be made within thirty (30) days after the date that the dispute has been resolved.
- 12.20. The supplier and the Council shall use their best endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Purchase Order. In addition, before resorting to litigation, the dispute should be referred to mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The supplier shall continue to provide the goods/services in accordance with the Purchase Order and without delay or disruption while a dispute or disagreement is being resolved unless the Council requests in writing that the supplier does not do so.
- 12.21. The Council shall be entitled to deduct any monies due to the Council from sums payable to the supplier under these Terms and Conditions or any other contract the supplier has with the Council.
- 12.22. The supplier shall not assign, transfer or sub-let these Terms and Conditions or any parts thereof without the prior consent in writing of the Council.
- 12.23. The supplier shall at its own cost effect and maintain with a reputable insurance company the appropriate insurances. The insurance cover shall be in respect of all risks which may be incurred by the supplier arising out of the supplier's performance under these Terms and Conditions, including death or personal injury, loss of or damage to property or any other such loss. Such policies must include cover in respect of any financial loss arising from any advice given or omitted to be given by the supplier. If requested the supplier

must give the Council a copy of or a broker's placement verification of the appropriate insurances. The provision of any insurance or the amount or limit of cover will not relieve or limit the

13. Supplier's liabilities under these Terms and Conditions

- 13.1. The supplier shall indemnify the Council against all claims, liabilities, damage and loss howsoever arising from this Purchase Order.
- 13.2. In accordance with current statutory requirements the supplier shall not in its employment of staff discriminate against any person on the grounds of colour, race, nationality, ethnic or national origin, religion, age, sex or disability.
- 13.3. Unless otherwise agreed in writing, the Council shall be entitled to terminate these Terms and Conditions forthwith by written notice to the supplier in the event of a breach of any of these conditions or if the supplier failed to provide satisfactory performance of the requirements of the Purchase Order or if a receiver is appointed or if the supplier becomes bankrupt or insolvent or goes into liquidation (either voluntarily or compulsorily) or if the supplier's interest becomes vested in another person or body without the Council's consent.
- 13.4. The Council may terminate these Terms and Conditions if the supplier or any of its employees or agents shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.
- 13.5. Any information obtained by either party under these Terms and Conditions shall be kept confidential and shall at no time be divulged to a third party without the prior written consent of the other party, unless such information is already in the public domain. Such consent shall not be unreasonably withheld. The Council reserves the right to disclose information about this Purchase Order in accordance with the Freedom of Information Act 2000 and related statutory provisions pursuant to a valid request for such information.
- 13.6. Notwithstanding paragraph 28 the supplier consents to the Council publishing details of all expenditure over £0.01 made under the Purchase Order.
- 13.7. Notwithstanding any other provision of these Terms and Conditions nothing in these Terms and Conditions confers or purports to confer any right to enforce any of its terms on any person who is not a party to it. For the avoidance of doubt The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.
- 13.8. The supplier shall comply with all Acts of Parliament, statutory instruments and by-laws applicable to the Purchase Order, in particular all legislation in force from time to time relating to the protection and safeguarding of the health and safety of the Council's employees, the Council's servants and the Council's premises in which the goods or services are to be used.
- 13.9. The supplier shall comply with all its obligations under the Human Rights Act 1998 and Data Protection Act 1998 as amended and re-enacted.

- 13.10. The supplier warrants that their organisation fully complies with its statutory obligations under the Equality Act 2010.
- 13.11. The supplier acknowledges that the confidentiality, integrity and availability of information and the security provided in relation to information is a material term of these Terms and Conditions. The supplier shall at all times provide a level of security which:
- a. is in accordance with Good Industry Practice, Legislation and these Terms and Conditions;
 - b. complies with the Council's ICT Standards and the Council's Security Policy which can be located on the Council's internet page <http://www.essex.gov.uk/Business-Partners/Supplying-Council>;
 - c. meets any specific security threats identified from time to time by the Council; and
 - d. complies with applicable ISO standards and in particular ISO/IEC27001 and ISO/IEC27002.
- 13.12. These Terms and Conditions may only be varied if agreed in writing by both parties by the Council issuing amended Terms and Conditions.
- 13.13. The supplier shall comply in all material respects with applicable laws and regulations in regards to environmental considerations (including but not limited to packaging) in force from time to time.
- 13.14. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions or the failure or delay of either party to exercise any right or remedy to which it is entitled under these Terms and Conditions does not constitute a waiver of such right or remedy and shall not cause a diminution of the obligations established by these Terms and Conditions.
- 13.15. If any provision of these Terms and Conditions is held invalid, illegal or unenforceable by any court of competent jurisdiction such provision shall be severed from these Terms and Conditions and the remaining provisions shall continue in full force and effect as if these Terms and Conditions had been executed without the invalid, illegal or unenforceable provision.
- 13.16. The supplier shall not by itself, its employees or agents and shall procure that its sub-contractors shall not communicate with representatives of the press, television, radio or other communications media on any matter concerning these Terms and Conditions or the subject matter of them without the prior written approval of the Council.
- 13.17. The supplier shall use reasonable endeavours to contribute to the Council's corporate objectives to achieve positive social, economic and environmental impacts on the community and wider environment in Essex and shall seek to deliver value for money, continuous improvement and innovative solutions in relation to the subject matter of these Terms and Conditions.

13.18. Please note for Health & Safety reasons the Council's access for deliveries of goods to County Hall, Chelmsford, has been restricted to before 0830 hours and after 1600 hours.

13.19. The rates/prices stated on the invoice must be those specified under this Agreement.

14. Commercial Response

14.1. The Tenderer is to complete the commercial response detailed within the E-sourcing portal [A commercial response spread sheet needs to be developed – Laraine, how do we go about this please?]

Checklist prior to publication

No	Checklist Item	✓
01	Simple language has been used, jargon avoided where possible.	
02	Technical terms, symbols and acronyms have been defined.	
03	Requirements have been stated completely, clearly, concisely, logically and unambiguously.	
04	Specification contains enough information for potential suppliers to decide and cost the goods or services they will offer.	
05	Specification states the essential features or characteristics of the requirement.	
06	Specification provides potential suppliers with an equal opportunity to offer a product or service which satisfies the needs of the Authority and which may incorporate alternative technical solutions and comply with any legal obligations.	
07	Requirements are not over-specified.	
08	Specification does not contain features that directly or indirectly discriminate in favour of, or against, any supplier, product, process or source.	
09	Information Governance Impact Assessment (IGIA) has been completed and comments from IS Information Handling Team have been included within the Specification.	
10	Equality Impact Assessment (EqIA) has been completed and comment from Equality & Diversity have been included within the Specification.	

Appendix:

Vetting and compliance with policy and legislation

1. The Supplier will carry out the vetting and compliance checks / verification as set out in this section for all Temporary Workers provided via the Talent Pool (as specified by the customer), themselves and/or via Agencies.
2. During implementation, the Customer will define whether:
 - The Talent Pool Technology Platform will include the fully digitalised vetting, compliance and authentication module which forms part of the Talent Pool Worker application, matching, offer and on-boarding process.
 - They require the Managed Service Provider to include the vetting, compliance and authentication of Talent Pool Workers as part of their standard Managed Service processes.
3. Regardless of which option is selected, all approved compliance documents, reports and compliance stage/status must form part of the Workers record in the Talent Pool Technology Platform in order for it to be included in matching criteria for high risk roles.
4. Any waivers (for low risk compliance requirements) approved by the Customer must be time and date stamped with an automatic trigger to switch the Worker to non-compliant status if all outstanding documents haven't been obtained and verified within the agreed timeframe. An automated approval process must be in place to sign off the waiver for original and extended waivers. This is applicable to both the Talent Pool Technology Platform and the Managed Service Providers system.
5. The Talent Pool Technology Provider will be able to run digital Vetting and Compliance for all workers, which, if the Customer requests or the Managed Service Provider chooses, may also be requested to run the full process for Agency supplied Workers. This will be decided as part of the Agency supply chain consideration during implementation and throughout the contract duration. The Compliance module must therefore have the capability to provide this service in full to the Customer and the Agencies.
6. For all Workers supplied via the Talent Pool Technology Platform including the digital Compliance platform (as specified above) and/or the Supplier's processes and systems the following shall apply:
 - a. The Supplier shall verify the identity and nationality of Agency Workers in accordance with UK Border and Immigration Agency guidelines and codes of practice. The Managed Service Provider shall ensure suitable processes and procedures are in place to ensure that any permits granted to the Temporary Agency Worker are checked in advance of expiry in order that the Customer is not at risk of employing someone who is not eligible to work in the UK.
 - b. The Supplier shall ensure that any qualifications held by the Temporary Agency Worker in order to meet the Authorised Officer's person specification are verified by the Agency (or the Managed Service Provider if he is providing Temporary Agency Workers himself) having had sight of the original certificates. Certified photocopies of qualification certificates are to be held on file throughout the duration of a placement by the Managed Service Provider and/or Agency and for a period of at least 5 years to comply with the Customers' audit regulations.

7. In relation to the Immigration, Asylum and Nationality Act 2006 and any other relevant legislation and/or code of practice: The Managed Service Provider shall be required to comply with the requirements of the Asylum and Immigration Act 2006 and shall be responsible for checking that all Temporary Agency Workers have the right to work in the United Kingdom either as a British Citizen or that necessary permits have been obtained and this should be evidenced in the Temporary Agency Workers employment portfolio. All certified photocopies are to be retained on file throughout the duration of a placement and for a period of at least 5 years to comply with the Customers' audit regulations. Evidence of this may be required of the Temporary Agency Worker when they attend the Assignment.
8. The Supplier should ensure that they (if the Managed Service Provider is providing Temporary Agency Workers himself) and Agencies have procedures for monitoring relevant clearance / visas on an ongoing basis allowing Temporary Agency Workers to work in different areas. This will involve monitoring status, expiry dates and hours worked and ensuring that visas / work permits do not restrict where the Temporary Agency Worker can work.
9. The Supplier is required to comply with all current as well as future legislation in respect of the Agency Worker Regulations, and any other relevant legislation to make certain that the requirements of such legislation is being met throughout the duration of the Contract period.
10. The Supplier is required to ensure that Agencies, where used, put forward Candidates on whom they hold and maintain up to date information on the following:
 - a. A 2 year employment history (5 for those in Health & Social Care Job Categories), together with a satisfactory explanation of any gaps of 4 weeks or more in employment, including where owing to a disability
 - b. A signed application form or Curriculum Vitae (CV)
 - c. Documentary evidence of all relevant qualifications
 - d. Proof of NI number for Right to Work where a passport is not available
 - e. Eligibility to work in the UK - in line with current Government requirements
 - f. Proof of identity as outlined in the Right to Work legislation.
 - g. 2 written references, 1 which is from the most recent previous employer. Where written references are not possible, for lower skilled roles 2 verbal references should be obtained and backed up with suitable written evidence that these were undertaken.
11. If required for the role DBS/PVG disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked. The following data will be kept on file for all checks undertaken:
 - a. DBS / PVG Reference Number
 - b. Temporary Worker Full Name as it appeared on the DBS / PVG Certificate
DBS / PVG Issue Date
 - c. DBS / PVG Level of Check
 - d. Name of Employer as it appears on DBS / PVG Certificate
 - e. Portable DBS checks are not allowed unless the Temporary Worker is a member of the Update Service. Where the Update Service is used a record of when this check was carried out will be held on the Temporary Workers File.
 - f. Details of any unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.
 - g. Where the role requires the asking of an exempted question defined in the Rehabilitation of Offenders Act then details of any spent or unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.
 - h. Where applicable to the role Driving licence / motor vehicle insurance and a

- current MOT certificate
 - i. Professional memberships; i.e. for security staff professionals valid SIA registration is required and must be renewed before the expiry date, not after the expiry date.
- 12. The following additional checks will be carried out where the Temporary Worker is completing work in an environment where they will have access to Children or Vulnerable Adults:
 - a. Where applicable rehabilitation of offender's declaration signed and dated.
 - b. DBS/PVG disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked. The following data will be kept on file for all checks undertaken
 - c. DBS / PVG Reference Number
 - d. Temporary Worker Full Name as it appeared on the DBS / PVG Certificate
 - e. DBS / PVG Issue Date
 - f. DBS / PVG Level of Check
 - g. Name of Employer as it appears of DBS / PVG Certificate
 - h. Details of any unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.
- 13. Where the role requires the asking of an exempted question defined in the Rehabilitation of Offenders Act then details of any spent or unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.
- 14. Where the information set out in xx and xx needs to be shared with the Customer this will be within the guidelines set out in the DBS Code of Practice or any other relevant legislation in effect at the time.
- 15. Overseas candidates' police checks should be obtained where a candidate has worked or lived overseas during the last 5 years for a period of 12 months or more.
- 16. Overseas qualified social workers must be able to provide their qualifications and be registered with the HCPC/CCW/SSSC. Checks to both identify and verify the qualifications must be in place.
- 17. Secure retention of all records in relation to safeguarding, in line with the Data Protection Act 2018, must be kept for 2 years after the worker leaves the post.
- 18. Suppliers will be responsible for validating the accuracy of the information supplied by all Agencies
- 19. A number of jobs may have a requirement for additional checks to be undertaken on Temporary Agency Workers before they are put forward for placement to any Customer. These will be identified by Hiring Managers at the implementation stage of the contract, and if required a charging structure agreed for the provision of this service. Charges will not be raised where checks have already been made and evidenced to the satisfaction of the Customer.
- 20. The Supplier will be responsible for ensuring that they, if they are providing Temporary Agency Workers themselves and Agencies are undertaking such checks and must make available on request to the Customer the reference number and date of the DBS/PVG check of any Temporary Agency Worker put forward for placement by the Supplier. The Supplier will not put forward for placement any individual who appears unsuitable as a result of the information received from the checks.

21. The Supplier will ensure that they, if they are providing Temporary Agency Workers themselves, and Agencies comply with the requirements of the DBS and that the hiring Manager is shown a copy of the disclosure prior to the commencement of the Assignment. The Supplier is also required to be compliant with the Safer Recruitment in Education Guidance and to hold the DfE Quality Mark for Education, if providing roles within the Primary and Secondary Education role of the education sector.
22. The Supplier must ensure that the Customer is informed where a Candidate is under investigation from external agencies. This includes but is not limited to, the HCPC / CCW / SSSC.
23. The Supplier must ensure that if they, where providing Temporary Agency Workers themselves, and the Agency receive 'additional information' about a Candidate from the DBS that a Chief Constable considers relevant to the post applied for and where this cannot be shared with the Customer, this may well affect their ability to be engaged to fulfil an Assignment. Such a Candidate will not be allocated any Assignment within the Customer organisation which involves working in areas requiring a DBS check.
24. The Supplier must also ensure that Temporary Agency Workers make a signed and dated declaration regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974. A copy must be held on file by the Provider and form part of their risk assessment process. Existing Temporary Agency Workers and new applicants for temporary work who have a previous criminal record should only commence work after the approval of ECC is sought. All applicants for placement at any of the Customers must be informed in writing that undeclared criminal convictions which subsequently become known may result in ECC instructing the Supplier that the Temporary Agency Worker may be removed from the delivery of services. If a Temporary Agency Worker is convicted of an offence whilst on Assignment, the Supplier shall notify the Customer immediately and seek to reach agreement on the appropriate course of action. Generally speaking this shall not include motoring offences though for certain posts motoring offences may need to be reviewed. ECC shall agree with the Supplier which posts motoring offences must be reviewed.
25. All of this appendix should be the basis for the Audit checks to be undertaken.

Appendix x

P2P Detailed Specification

The workflows required for each of the interfaces are outlined below:

Fig 1. Pre-approved Orders and GRN/Timesheet Data Flow

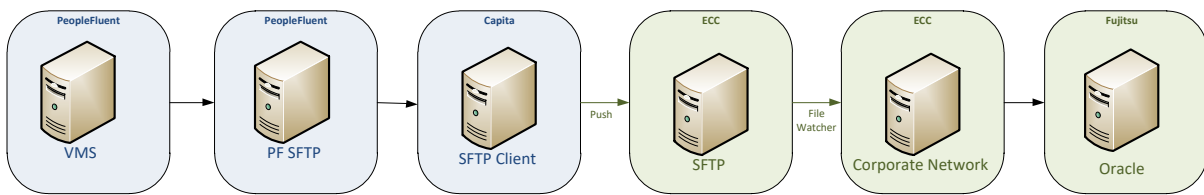


Fig 2. eInvoicing Data Flow

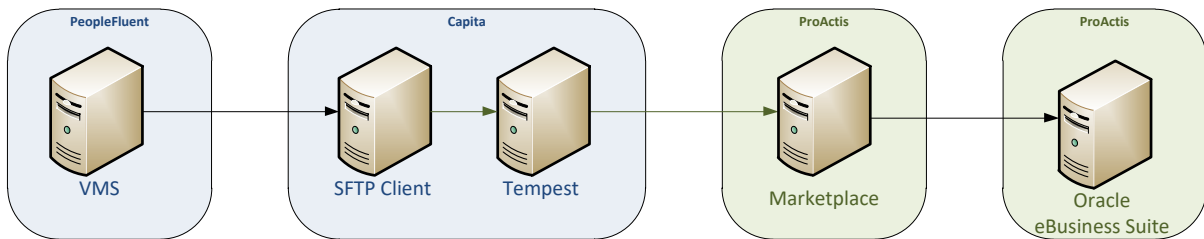
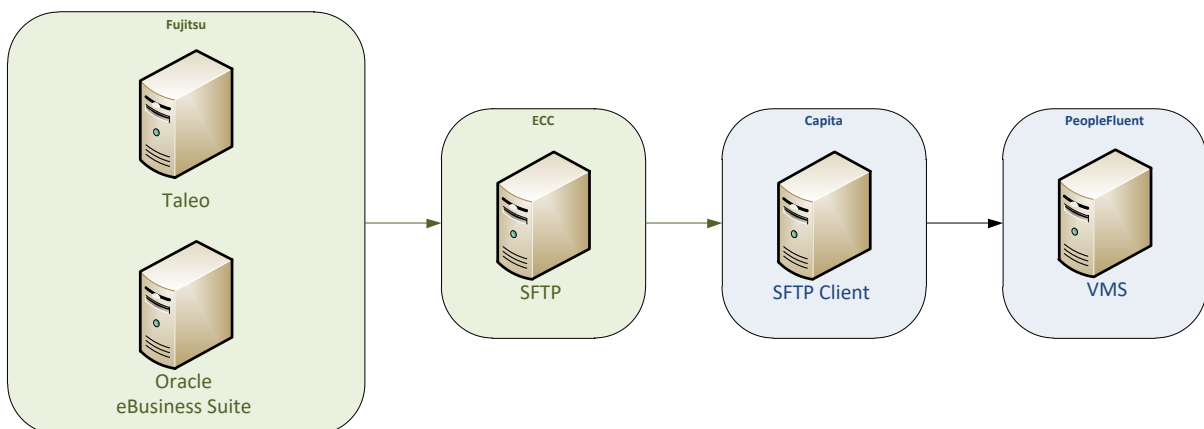


Fig 3. Standing Data Flow



In order for pre-approved Purchase Orders to be generated, approved offer details containing requisition and candidate data will be passed from Taleo Recruit to the supplier VMS. Once the data has been received the supplier will be able to create the engagement records and trigger the Purchase Order process.

This following details the requirements for the integration of requisition and candidate data from Taleo into the VMS.

ECC Taleo Requisition Import

The ECC Taleo Requisition Import will import approved requisitions to the supplier's VMS for the association of offered Candidates and the creation of Engagement records by the supplier to trigger the PO number generation process. An overview of the general information, process details, file requirements and scheduling is given in the table below:

General Info	
Interface Description	Requisition Import
Originating System	Taleo
Destination System	Supplier VMS
Process Details	
Organization Name	Essex County Council
Direction	Inbound
Transport Type	FTP Drop
Process Name	ECC Taleo Requisition Import
Process Description	Import of new requisitions for offered candidates
Integration Point	PF Standard Requisition Import
File Requirements	
File Type	TXT (tilde pipe delimited)
Encryption	None
File Name	Tbc
Scheduling	
Class	Lightweight
Scheduling Requirements	Every 10 minutes
Scheduling Details	Every 10 minutes

The process will import each requisition where the following criteria are met:

- ALL mandatory fields are NOT NULL
- Imported list data MUST match EXACTLY the corresponding list values held in VMS

The import process will create a unique Requisition and ID for each record in the file successfully imported. The following provides further detail:

1. Failed/rejected records within the import file will be cancelled and no Requisition will be created within VMS
2. If the Req Owner-Internal-ID (Recruiter Username) is not recognized the requisition will not be imported and an error will be written to the log file
3. If the Client Contact-Internal-ID (Hiring Manager Username) is blank or not recognized default to req_onwer
4. If the Reports To-Internal-ID (Hiring Manager Username) is blank or not recognized default to req_onwer
5. If the Location Ref Code is not recognized the requisition will not be imported and an error will be written to the log file

6. If the Cost Centre Ref Code (Level T6 Organisation Code) is not recognized the requisition will not be imported and an error will be written to the log file
7. If the GL Ref Code is not recognized the requisition will not be imported and an error will be written to the log file
8. Each Requisition imported will be created with an Open status
9. The requisition distribution will be restricted to Capita Resourcing Limited
10. Requisition based email notifications will not be generated by VMS
11. The process will rename the output file when no data is added to the header line. The empty output file will not be uploaded to the ECC file management system from the Fujitsu environment.

Taleo Candidate Import

The supplier will be responsible for ensuring the accuracy of data in Taleo. The ECC Taleo Candidate Import process will create candidate records for offered candidates assigned to requisitions created from data within the same file from Taleo. An overview of the general information, process details, file requirements and scheduling is given in the table below:

General Info	
Interface Description	ECC Taleo Candidate Import
Originating System	Taleo
Destination System	Supplier VMS
Process Details	
Organization Name	Essex County Council
Direction	Inbound
Transport Type	FTP Drop
Process Name	ECC Taleo Candidate Import
Process Description	Import of offered candidates
Integration Point	PF Standard Candidate Import
File Requirements	
File Type	CSV (tilde pipe delimited)
Encryption	None
File Name	Tbc
Scheduling	
Class	Lightweight
Scheduling Requirements	Every 10 minutes
Scheduling Details	Every 10 minutes
Start Date	Tbc

The process will import each candidate where the following criteria are met:

- ALL mandatory fields are NOT NULL

- Client_Requirement_ID MUST correspond to the Client Internal Req ID of a requisition in VMS (i.e. the requisition must have been successfully imported)
- Candidate Email must be in a recognised email address format

The import process will create a unique Candidate and ID for each record in the file successfully imported. The following provides further detail:

1. Failed/rejected records within the import file will be cancelled and no Candidate will be created within VMS
2. If Client_Requirement_ID is not recognized the candidate will not be imported and an error will be written to the log file
3. Each Candidate imported will be created with a status of New
4. The Candidate User Login ID will be created in the format
5. FirstNameLastNameClientCandidateID. If the user name already exists the process will assign the candidate to the existing user.
6. The supplier will be responsible for ensuring the accuracy of data in Taleo
7. The supplier will be responsible for completing the candidate submission process prior to engaging the candidate

Pre-Approved Purchase Orders

Pre-approved orders (Engagements) will be created in the VMS and sent to Oracle Purchasing to generate a Purchase Order. This is then transmitted to Proactis Marketplace which then sends the PO Number to the supplier VMS to be added to the engagement. As time and expense data is approved in the VMS, the amounts will then be sent back to Oracle Purchasing to receipt against the Purchase Order.

The ECC Oracle eBS Engagements Export will send new Engagement data to Oracle Purchasing to generate PO Numbers for the corresponding engagement records. An overview of the general information, process details, file requirements and scheduling is given in the table below:

General Info	
Interface Description	New Engagements Export
Originating System	Supplier VMS
Destination System	Oracle Purchasing
Process Details	
Organization Name	Essex County Council
Direction	Outbound
Transport Type	FTP Pickup
Process Name	ECC Oracle PO Engagements Export
Process Description	Export of new Engagements to generate PO numbers
Integration Point	Custom Extract

General Info	
File Requirements	
File Type	CSV
Encryption	None
File Name	Tbc
Scheduling	
Class	Heavyweight
Scheduling Requirements	Daily
Scheduling Details	Daily overnight

The process will extract ALL new engagement records created since the last run date/time of the process. The process will only extract records where the selected cost centre (Function) is at the 5th level of the structure.

Timesheet Export

The ECC Oracle eBS Timesheet Export will send approved timesheet data to Oracle Purchasing for receipt against the Purchase Order. An overview of the general information, process details, file requirements and scheduling is given in the table below:

General Info	
Interface Description	Oracle Timesheet Export
Originating System	Supplier VMS
Destination System	Oracle Purchasing
Process Details	
Organization Name	Essex County Council
Direction	Outbound
Transport Type	FTP Pickup
Process Name	ECC Oracle eBS Timesheet Export
Process Description	Export of approved timesheets to Oracle eBS for receipt
Integration Point	Custom Extract
File Requirements	
File Type	CSV
Encryption	None
File Name	Tbc
Scheduling	
Class	Heavyweight
Scheduling Requirements	Daily
Scheduling Details	Daily overnight
Start Date	Tbc

The process will extract ALL timesheet approved since the last run date/time of the process where the following criteria are met:

- Timesheet status is Approved
- Timesheet Invoice Status is Null
- Engt PO Number is NOT NULL
- Engt Logistics Custom Field 2 (Tempest Assignment ID) is NOT NULL

The process will run BEFORE the ECC Tempest Timesheet Export and will NOT mark extracted timesheets as “Invoiced”

MarketPlace Interface

This section details the requirements for the integrations with Proactis Marketplace; including the PO Number Import for assigning the PO number to the engagement; and the eInvoice Export, sending approved time and expense data to marketplace for invoicing.

The ECC Marketplace PO Import will send Purchase Order data to the supplier VMS to associated newly generated PO Numbers with the corresponding engagement records. An overview of the general information, process details, file requirements and scheduling is given in the table below:

General Info	
Interface Description	PO Number import
Originating System	Proactis Marketplace
Destination System	Supplier VMS
Process Details	
Organization Name	Essex County Council
Direction	Inbound
Transport Type	FTP Drop
Process Name	ECC Marketplace PO Import
Process Description	Import of PO Numbers to corresponding Engagement IDs
Integration Point	Custom Import
File Requirements	
File Type	csv
Encryption	None
File Name	Essex_county_council_yyyyMMddTmmss.csv
Scheduling	
Class	Heavyweight

General Info	
Scheduling Requirements	Daily
Scheduling Details	Daily overnight

The process will assign PO Numbers from Marketplace to Engagements in VMS.

If there are no POs ready for export when the publisher runs, an empty file containing only the header row will be generated and published.

The following provides further detail:

1. The process will insert the specified Order ID (PO Number) and Money (PO Value) into the engagement matching the specified requisitionID (Client Candidate ID)
2. If a PO number already exists for the specified engagement it will be overwritten
3. If a PO value already exists for the specified engagement it will be overwritten
4. If the specified Client Candidate ID cannot be found, the record will not be processed and an error will be added to the log file
5. If more than one matching Client Candidate ID is found, the record will not be processed and an error will be added to the log file