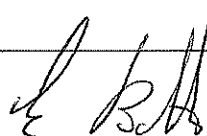


## Record of Cabinet member decision

Local Government Act 2000 and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012

<b>Decision made by</b>	Councillor Eric Batts
<b>Key decision?</b>	Yes
<b>Date of decision</b> (same as date form signed)	
<b>Name and job title of officer requesting the decision</b>	Mark Gibbons HR Manager
<b>Officer contact details</b>	Tel: Tel: 07717 271897 Email: <a href="mailto:mark.gibbons@southandvale.gov.uk">mark.gibbons@southandvale.gov.uk</a>
<b>Decision</b>	<ul style="list-style-type: none"> <li>To authorise the HR Manager to procure agency staff using the Eastern Shires Purchasing Organisation (ESPO) MSTAR 2 framework agreement.</li> <li>To appoint Hays Recruitment as the 'Master Vendor'.</li> </ul>
<b>Reasons for decision</b>	<p>Oxford City Council used to provide an agency staff framework contract for the councils. They have not provisioned a replacement contract and the existing arrangements are both out of date and inadequate.</p> <p>The scope of the old Oxford City Council framework contract was based largely around the provision of manual workers and administrative staff (their requirement), whereas this council has a requirement for professional staff that is not being fulfilled.</p> <p>Obtaining professional staff requires a wide database of potential candidates to achieve the maximum opportunity of finding fully competent staff. Therefore a 'Master Vendor' with access to many other agencies' books was required (300 agencies) in the case of this recommendation. This enables the 'Master Vendor' to fill roles through a second tier agency if they do not have suitable candidates on their books.</p> <p>It was felt that a mini-competition through a Government approved collaborative framework was the best and most expeditious route to find a 'Master Vendor' for sourcing Agency Staff.</p>

	<p>A full mini-competition was conducted under MSTAR 2 and we received six bids, out of the eight potential applicant companies possible under MSTAR 2.</p> <p>A series of ten method statements were devised for the suppliers to output how they conduct their business and how they can assist the Councils. These were the qualitative scoring for mini-competition. The tenderers also had to provide two relevant references to achieve maximum marks in the criteria table at Appendix 1.</p> <p>The generic pricing has already been driven fairly hard on the framework contract but we additionally reviewed the charge out hour rate of twenty jobs.</p> <p>The resultant price and qualitative index is added at Appendix1</p>
<p><b>Alternative options rejected</b></p>	<p>A full competitive procurement exercise would have required advertisement in the Official Journal of the European Union, and would have taken several months. We do not wish to be out of contract for that length of time. The use of the ESPO framework is fully compliant with procurement regulations and the council's contracts procedure. This is also in line with government policy of councils using as many collaborative framework contracts as possible.</p>
<p><b>Legal implications</b></p>	<p>This procurement is carried out under Contracts Procedure Rule 72(e), covering government framework agreements, and will be subject to the standard ESPO contract terms.</p>
<p><b>Financial implications</b></p>	<p>The total estimated cost is approximately £1.5m per annum for the collaborative contract over the two years of the term of the contract. Vale at £550,000 per year currently and South £483,000 per year. There is also at least 20 professional consultants who are with other agencies and probably account for another £1/2m plus that could be migrated to the contract. There is the option of an additional further year by agreement with the Councils. The initial costings represent a three per cent lowering in costing from the council's existing base and there are substantial savings that have been outlined, post the implementing of the contract. The councils have also been paying a level of retrospective charge to Oxford City Council for the use of their contract which will cease.</p>
<p><b>Other implications</b></p>	<p>The adopting of the 'Master Vendor' approach to supply will be accompanied with a robust service level agreement from</p>

	the MSTAR2 where the supplier will have to work towards a 98 per cent post fill rate. There will also be a move towards consolidated invoicing and back office savings. The companies that are bidding the outsourcing project for the five councils will expect this level of organisation of the procurement of temporary staff from a major provider when they take over. In the unlikely situation they wish to exit the contract that can also be accommodated on notice.			
<b>Background papers considered</b>				
<b>Declarations/conflict of interest?</b> <b>Declaration of other councillor/officer consulted by the Cabinet member?</b>				
<b>List consultees</b>		<b>Name</b>	<b>Outcome</b>	<b>Date</b>
	Ward councillors			
	Legal	Pat Connell	Agreed	
	Finance	Bob Wilson	Agreed	
	Human resources	Mark Gibbons	Agreed	
	Health and Safety	Sarah Minns	Agreed	
	Diversity and equality	Cheryl Reeves	Agreed	
	Communications	Shona Ware	Agreed	
	Strategic Management Board	Steve Bishop	Agreed	
<b>Confidential decision?</b> If so, under which exempt category?				
<b>Call-in waived by Scrutiny Committee chairman?</b>				
<b>Cabinet member's signature</b> To confirm the decision as set out in this notice.	Signature  _____ Date <u>14/12/15</u>			

**ONCE SIGNED, THIS FORM MUST BE HANDED TO DEMOCRATIC SERVICES IMMEDIATELY.**

For Democratic Services office use only		
Form received	Date: <u>14-12-15</u>	Time: <u>11:30</u>

Date published to Scrutiny Committee	Date: 4-12-15	
Call-in deadline	Date: 11-12-15	Time: 17:00

## Guidance notes

1. This form must be completed by the lead officer who becomes the contact officer. The lead officer is responsible for ensuring that the necessary internal consultees have signed it off. The lead officer must then seek the Cabinet member's agreement and signature.
2. Once satisfied with the decision, the Cabinet member must sign and date the form and return it to the lead officer who should send it to Democratic Services immediately to allow the call-in period to commence. Democratic Services staff are located on the ground floor north wing (C block) of the Crowmarsh Gifford offices.  
Tel. 01235 540307 or extension 7307.  
Email: [democratic.services@southandvale.gov.uk](mailto:democratic.services@southandvale.gov.uk)
3. Democratic Services will then publish the decision to the website (unless it is confidential) and send it to Scrutiny Committee members to commence the call-in period (five clear working days). The decision cannot be implemented until the call-in period expires. The call-in procedure can be found in the council's constitution, part 4, under the Scrutiny Committee procedure rules.
4. Before implementing the decision, the lead officer is responsible for checking with Democratic Services that the decision has not been called in.
5. If the decision has been called in, Democratic Services will notify the lead officer and decision-maker. This call-in puts the decision on hold.
6. Democratic Services will liaise with the Scrutiny Committee chairman over the date of the call-in debate. The Cabinet member (the decision maker) will be requested to attend the Scrutiny Committee meeting to answer the committee's questions.
7. The Scrutiny Committee may:
  - refer the decision back to the Cabinet member for reconsideration or
  - refer the matter to Council with an alternative set of proposals (where the final decision rests with full Council) or
  - accept the Cabinet member's decision, in which case it can be implemented immediately.



Agency Staff Contract

**APPENDIX 1**

Based on a 1 to 10 Score

Evaluation Criteria	Company 1		Company 2		Hays		Company 3		Company 4		Company 5			
	Weighting	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score		
<b>A</b>		£321.35	£314.14	£320.74	£323.20	£317.05	£322.79							
Cost Score (out of 10)	50%	9.776	4.888	10	5	9.794	4.897	9.72	4.86	9.908	4.954	9.732	4.866	
<b>B</b>		8%	5.5	0.44	8	0.64	8.75	0.7	7.333	0.587	8.875	0.71	8.667	0.693
Method Statement 1 & 2		8%	8.333	0.667	7.667	0.613	9.25	0.74	7.167	0.573	9.5	0.76	7	0.56
Method Statement 3 & 4		8%	9	0.72	7.333	0.587	9	0.72	8.5	0.68	8.375	0.67	8	0.64
Method Statement 5 & 6		8%	8.5	0.68	8.333	0.667	8.875	0.71	7.667	0.613	9.25	0.74	7.333	0.587
Method Statement 7 & 8		8%	9.333	0.747	6.5	0.52	9.25	0.74	8	0.64	8.375	0.67	8.167	0.653
Method Statement 9 & 10		10%	10	1	0	0	10	1	10	1	10	1	10	1
References														
<b>C</b>														
Deliverables Sub-Total			4.253	3.027	4.61	4.093	4.55	4.133						
Deliverables Sub-Total Score (out of 10)			9.226	6.565	10	8.879	9.87	8.966						
<b>D</b>														
Deliverables Weighted Total	50%		4.613	3.283	5	4.44	4.935	4.483						
<b>E</b>														
Total Overall Score	100%		9.501	8.283	9.897	9.299	9.889	9.349						
<b>F</b>														
Total Score			95.01%	82.83%	98.97%	92.99%	98.89%	93.49%						

Score

10 Very Good

8 Good

6 Fair

4 Poor

2 Very Poor

0 No Answer Given or Non-Compliant

Odd numbers may be used where the criteria is assessed to fall between scores identified above.

Fulfills the requirement

Provides the requirement with limited minor issues

Provides a basic measure of the requirement

Provides some of the requirement with significant issues

Provides very little of the requirement

