



Crown  
Commercial  
Service

# Invitation to Participate in the Dialogue (ITPD)

## Attachment 1 – About the Framework

### **RM6288 Workforce Solutions Framework Contract**

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## Welcome

We invite you to bid in this competition for RM6288 Workforce Solutions Contract (**Framework**).

You must use our eSourcing tool, to submit your bid

<https://crowncommercialservice.bravosolution.co.uk>

Please read the bidder guidance which can be found on the below link for help using our eSourcing tool and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

You can book for online training for the CCS eSourcing tool at:

<https://www.crowncommercial.gov.uk/esourcing-training>

The ITPD bid pack (Bid Pack) is made up of:

**Attachment 1 - About the Framework** (this document) – what the opportunity is, who can bid, the timelines for this competition, how to ask questions. Plus:

- the competition rules and obligations and rights between you and us
- how the contract works – what a Framework is and what's in a Framework Contract.
- Annex 1 contains an overview of the Public Sector Resourcing (PSR) framework which is the predecessor framework to RM6288 Workforce Solutions. Please note that this is for information only and does not override anything listed in Framework Schedule 1 - Specification.

**Attachment 2 - How to bid** – guidance on how to submit your bid, the selection, dialogue and award stages, how we will assess your bid, what is the process at intention to award and the Framework Contract award stage. Annex 1 contains further detail of the evaluation methodology.

**Attachment 2a Selection questionnaire** – you must complete the questions detailed in this questionnaire online in the eSourcing tool (qualification envelope). Please note, when viewing the downloaded copy of the spreadsheet, Attachment 2a Selection Questionnaire, you should expand all of the cells to ensure you have viewed all of the evaluation guidance detailed (please note there is critical information in these cells in relation to pass/fail criteria). This is also visible in the eSourcing tool.

**Attachment 2b(i) Contingent Labour Contract Example Certificate template** – you must get your buyers/customers to populate these attachments for each contract example you have referred to in response to Attachment 2a Selection Questionnaire. You must then attach each of the certificates to the relevant selection questions as outlined in the eSourcing tool (qualification envelope).

**Attachment 2b(ii) Statement of Work Contract Example Certificate template** – you must get your buyer/customer to populate these attachments for each contract example you have referred to in response to Attachment 2a Selection Questionnaire. You must then attach each of the certificates to the relevant selection questions as outlined in the eSourcing tool (qualification envelope).

**Attachment 2c Relevant Principal Services template** – you must provide a full and comprehensive list of all the Relevant Principal Services provided in the previous three (3) years. You must then attach the template to the relevant selection questions in the eSourcing tool (qualification envelope).

**Attachment 2d Certificate of Past Performance template** – you must request the buyer/customer you have provided the Relevant Principle Services to (listed in Attachment 2c), to complete Attachment 2d Certificate of Past Performance. You must then attach each certificate to the relevant selection questions in the eSourcing tool (qualification envelope).

**Attachment 2e PPN 06/21 Carbon Reduction Plan template** – if you do not have a website, you must use this template to provide a copy of your Carbon Reduction Plan. You must then attach the plan to the relevant selection questions in the eSourcing tool (qualification envelope).

**Attachment 3 Calculation tool** – you must complete the unlocked yellow cells in this attachment and upload to question PQ1 in the eSourcing tool (commercial envelope)

**Attachment 4a Information and Declarations\_Consortium** – if you are bidding as part of a consortium, each member of the consortium (other than the member completing the electronic Selection Questionnaire within the eSourcing Suite) must complete a copy of Attachment 4a. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing Suite (Qualification Envelope).

**Attachment 4b Information and Declarations – Key Subcontractors\_Guarantor**

**Key Subcontractors:** If you are relying upon a Key Subcontractor to fulfil any of the selection criteria set out at Part 3 of the Selection Questionnaire, you must get each Key Subcontractor to populate this attachment and provide part 1 and 2 declarations. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing Suite (Qualification Envelope).

**Guarantors:** If following FVRA assessment, we require you to nominate a guarantor, we will require your nominated guarantor to complete a copy of Attachment 4b. Please do not submit a copy of Attachment 4b on behalf of any proposed guarantor

at the point of bid submission. We will communicate with you via the eSourcing Suite if this is required following FVRA assessment.

**Attachment 5 Financial Viability Risk Assessment (FVRA) Guidance** – for information only. It is important that you read this document before completing **Attachment 5a – Gold FVRA Tool**.

**Attachment 5a Gold FVRA Tool**– you and each consortium member must complete this and then upload to the relevant questions in Part 5 Financial Risk in the eSourcing tool (qualification envelope). Please read **Attachment 5 - Financial Viability Risk Assessment guidance** note before completing this document.

**Attachment 6 Consortia details** – you should complete this spreadsheet if you are bidding as the lead member of a consortium and attach it to selection question 1.12.6 in the eSourcing tool (qualification envelope).

**Attachment 7 Key Subcontractor details** – you should complete this spreadsheet if you intend to use Key Subcontractors in your bid and attach to selection question 1.14.1 in the eSourcing tool (qualification envelope). Please note that the VMS provider will be considered a Key Subcontractor for the purposes of this Framework Contract and this procurement process.

**Attachment 8 Frequently Asked Questions Framework** – you do not need to submit this as part of your Bid. This document contains a list of questions and answers relating to our competitions that may be helpful to you.

**Attachment 9 Framework Contract Documents** – this folder forms the Framework Contract and consists of:

- o Core terms;
- o Framework schedules;
- o Joint schedules
- o Call Off schedules; and
- o Framework award form (CCS will populate this at framework award)

**Attachment 10 Non-disclosure agreement (NDA)** – you must complete this and return it via the eSourcing tool messaging service to receive the TUPE information.

**Attachment 11- TUPE data (Redacted)** - detailed information on TUPE data. A non-redacted version will be supplied once bidders have passed the Selection Stage and returned a signed NDA.

Make sure you **read all the attachments, and the contract documents** which can be found within the eSourcing tool. The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything isn't clear, see paragraph 6. 'When and how to ask questions'.

Please read the bidder guidance which can be found on the below link for help using our eSourcing tool and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

## **1. What you need to know**

### **1.1 What 'we' and 'you' means**

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service.

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition also referred to as bidder.

We are a central purchasing body that procures common goods and services for buyers including central government departments and the wider public sector.

### **1.2 Who are 'buyers'?**

Buyers are the organisations named in the published contract notice as those able to place Call-Off orders for the deliverables via this Framework. They will do this in line with Framework schedule 7 (Call-Off Award Procedure).

### **1.3 What is a 'lot'?**

A lot is a sub-division of the deliverables which are the subject of this competition as described in the published contract notice. Please note that there are no Lots under the Framework Contract.

### **1.4 What do we mean by 'deliverables'?**

Deliverables are the goods and/or services that will be provided under this Framework as set out in Framework Schedule 1 (Specification).

### **1.5 Who are 'key subcontractors'?**

Key subcontractors are any other person other than you who under this Framework will:

- be relied on to deliver any of the deliverables under this Framework in their entirety (or any part of them)
- provide the facilities or services necessary for the provision of the deliverables (or any part of them)
- be responsible for the management, direction or control of the provision of the deliverables (or any part of them)

Please note we do not require all subcontractors to be named in your bid, we only want to know about key subcontractors who directly contribute to your ability to provide the deliverables under the Framework Contract and any Call-Off contracts. For the most part it is up to the bidder to determine which elements of the services are delivered through key subcontractors, with the exception of the VMS which must be delivered via a key subcontractor. This mandatory requirement is set out in Framework Schedule 1 (Specification) and forms part of the Selection Criteria. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you to provide the deliverables under the Framework Contract.

## 1.6 What is the difference between a bidder and supplier?

Successful bidders will become suppliers. This is a single supplier framework, so the supplier is the successful bidder – their bid is the most economically advantageous tender following evaluation, and they will be awarded the Framework Contract.

## 1.7 The Public Contracts Regulations 2015

The Public Contracts Regulations 2015 (“the Regulations”) regulate how we procure. This means that we and you follow processes that are fair, transparent and equitable for all bidders. This procurement is being run under the rules of competitive dialogue as set out in Regulation 30 of the Regulations.

## 1.8 Government Security Classifications (GSC)

The [Government Security Classifications](#) (GSC) Policy came into force on 2 April 2014 and describes how HM Government classifies information assets to ensure they are appropriately protected. It applies to all information that the Government collects, stores, processes, generates or shares to deliver services and conduct business.

## 1.9 Public Procurement Note 01/22 Contracts with suppliers from Russia or Belarus

In March 2022, the Government introduced its Public Procurement Note 01/22 ‘Contracts with suppliers from Russia or Belarus’ ([PPN 01/22](#)) in response to the invasion of Ukraine by Russia, which was met with unprecedented global condemnation. The UK Government has introduced financial and investment sanctions aimed at encouraging Russia to cease actions which destabilise Ukraine. This PPN requires that Contracting authorities, such as CCS, should consider how they can further cut ties with companies backed by the states of Russia and Belarus including declining to consider tenders.

CCS will therefore apply PPN 01/22 to all bidders (and any subcontractors named in a tender). Unless exceptions in the PPN apply, CCS may:

- i. exclude from this competition any tenders that are deemed from bidders (or subcontractors) who are constituted or organised under the law of Russia or Belarus, or whose 'Persons of Significant Control' information states Russia or Belarus as the place of residency; or
- ii. request that a bidder find a replacement subcontractor by a specified deadline before its tender can be included in this competition.

1.10 CCS has contracted with a consultant to support CCS with its assessment of the selection criteria (which is contained and set out clearly in Attachment 2a Selection Questionnaire) related to bidders' financial status (in accordance with the Selection Stage of this procurement). Consequently, we may share with our consultant, bidders' responses to the selection questionnaire in respect of the bidders' financial status. Furthermore, CCS is contracted with a consultant to support the evaluation of Award and Commercial criteria. The contracted supplier in question has committed to a non-disclosure form to legally accept that the submission will not be shared with any third parties outside of CCS. For the avoidance of doubt this is limited to responses received in the completion of Attachment 3 - Calculation Tool and Attachment 5a - Gold FVRA Tool.

## **2. The opportunity**

CCS with this procurement, wants to develop a new contracting solution for the provision of workforce solutions to replace the current framework, RM3749 Public Sector Resourcing. The contract notice can be found on Find a Tender (FTS) and our website <https://www.crowncommercial.gov.uk/agreements/RM6288>.

The Framework Contract will have a fixed term of six (6) years from contract completion with a further fixed period of eighteen (18) months to enable to transition to a new arrangement (seven and a half years in total). To be clear Call-Off Contracts may not be awarded during the last eighteen (18) months of the Framework Contract term.

Based on current spend (under the RM3749 Public Sector Resourcing Framework this replaces), the estimated value is at least £7bn but it is anticipated it could rise significantly considering the increase in scope from existing arrangements to what is envisaged under the Framework Contract. The maximum value, as in the PIN and Contract Notice, is £20bn. This is an estimated value only and actual values will depend upon demand from buyers over the term of Framework Contract.

The aim of the Framework Contract is to build a market leading commercial model to connect workers with public sector demand, enabling buyers to engage the right resources, with the right skills, at the right price, through a range of delivery models.



This will include sourcing temporary workers, delivering work through Statements of Work (SOW), and engaging workers via a Recruit-Train-Deploy (RTD) model.

We expect to expand these Service Lines (as defined within Framework Schedule 1 (Specification)) with the introduction of other workforce solutions including Permanent Recruitment; Resource Augmentation; and Campaigns as set out in more detail in Framework Schedule 1 (Specification).

We cannot guarantee any business through this Framework.

### 3. What a Framework is

A Framework Contract sets out terms that allow buyers to make specific purchases ('Call-Offs') during the life of the Framework. This competition is for a single supplier Framework.

If you are the successful bidder, we will use the information you have provided in your bid, including your pricing to personalise your Framework Contract. The Framework Contract will be managed by you and us.

Buyers can then use the Framework Contract to award Call-Off Contracts. Each Call-Off Contract will be signed and managed by the supplier and the buyer in accordance with the Framework Contract.

#### 3.1 How the Framework Contract is structured

This Framework Contract will have one single supplier which will deliver the full scope of the Framework Contract.

Service Lines
<p>Managed Service Provider - this will deliver the full scope of the services set out in Framework Schedule 1 - Specification, covering the following service lines:</p> <ol style="list-style-type: none"><li>1. Contingent Labour - including; Professional workers; Admin/clerical workers; and Operational workers</li><li>2. Recruit-Train-Deploy (RTD) delivery</li><li>3. Statement of Works (SOW) / Outcome based delivery (OBD)</li><li>4. Permanent Recruitment</li><li>5. Employed resource / Resource augmentation partnering</li><li>6. Campaigns</li></ol> <p>The Service Lines will be delivered through the Vendor Management System (VMS) that the supplier will provide, utilising a</p>

third party contractor (which will be considered a key subcontractor). The supplier will provide an end to end solution.
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#### 4. Who can bid

We are running this competition using the competitive dialogue procedure. This means that anyone can submit a response to the Selection Questionnaire in response to the published contract notice.

The contract notice can be found on Find a Tender (FTS) and our website <https://www.crowncommercial.gov.uk/agreements/RM6288>.

You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:

- work with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium.
- bid with named key subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.

We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

#### 5. Timelines for the competition

These are our intended timelines. We will try to achieve these. However, for a range of reasons, dates can change. We will tell you if and when timelines change. Bidders should read the timeline alongside the information in Attachment 2 - How to Bid document setting out further details about each stage in the procurement.

Start date (this is the date we submitted the contract notice to be published)	13/07/2023
SELECTION STAGE	
Publication date (this is the date the ITP pack will be published). Clarification question period begins.	13/07/2023
Bidder conference	18/07/2023
Clarification questions deadline	17:00 26/07/2023

Deadline for our responses to clarification questions	03/08/2023
Selection Questionnaire submission deadline	15:00 14/08/2023
Compliance	Ongoing, all compliance will be undertaken for each bidders submission and will be completed prior to their next submission.
Issue of successful and unsuccessful Selection Stage correspondence to bidders	08/09/2023
<b>DIALOGUE STAGE</b>	
<b>Timelines showing Dialogue 1 Stage</b>	
Initial Tender submission event opens in the eSourcing tool.	13/09/2023
Clarification question period begins.	14/09/2023
Dialogue Round 1	18/09/2023 to 22/09/2023
Clarification questions deadline	17:00 02/10/2023
Deadline for our responses to clarification questions	06/10/2023
Initial Tender submission closes	15:00 16/10/2023
<b>Timelines showing Dialogue 2 Stage</b>	
Review of Initial Tender submissions	17/10/2023 - 25/10/2023
Clarification period begins for bidders to submit any further clarification questions.	17/10/2023

Dialogue Round 2	31/10/2023 to 02/11/2023
Clarification questions deadline	15/11/2023 15:00
Deadline for our responses to clarification questions	17/11/2023
<b>Final Tender submission</b>	
Final Tender submission event opens in the eSourcing tool.	20/11/2023
Clarification question period begins	20/11/2023
Clarification questions deadline	17:00 28/11/2023
Deadline for our responses to clarification questions	01/12/2023
Final Tender submission closes	11/12/2023
Issue invitation to award (ITA Letters) under Regulation 86 of the Regulations	09/02/2024
End of mandatory standstill period	midnight at the end of 19/02/2024
Award of Framework Contracts	20/02/2024
Framework Contract start date	20/02/2024

## 6. When and how to ask questions

We hope everything is clear after you have this ITPD pack (including the attachments).

If you have any questions you need to ask them as soon as possible after the contract notice is published. This is because we have set a deadline for submitting questions - the clarification questions deadline.

You need to send your questions to us through the eSourcing tool. This is the only way we can communicate with bidders. Try to ensure your question is specific and clear. Do not include your identity in the question. This is because we publish all the questions and our responses, to all bidders.

If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.

Remember that you can ask us questions about the Framework terms and conditions using the eSourcing tool. In addition, Dialogue Stage 1 will allow bidders to raise comments in relation to those parts of the Framework open to dialogue. Please see section 6 of the How to Bid document for more detail.

## **7. Management information and management charge**

If you are awarded the Framework Contract you will need to send to us management information every month. We will use this information to calculate the management charges you must pay us for sales made through the Framework Contract. See Framework Schedule 5 (Management Charges and Information).

The percentage management charge is stated in the Framework Award Form at section 13 Management Charge.

## **8. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)**

We are of the view that TUPE may apply to this Framework because:

- services which are fundamentally the same as what we need under this procurement are currently being provided by a supplier
- there are organised groupings of employees delivering services
- the responsibility for delivering those or comparable services will transfer to the supplier.

However, we are not liable for this view and we encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.

You can see the provisions we make and the indemnities which will be given if TUPE is to apply in Framework Schedule 13 (Staff Transfer) and in Call-Off Schedule 2 (Staff Transfer). No further indemnities will be provided.

Based on the assumption that TUPE may apply under the Framework Contract, we have acquired information relating to the employees of the incumbent suppliers and a sub-contractor. The incumbent supplier has provided the TUPE information.

To receive the TUPE information you must complete the NDA – Attachment 11 of the IPTD Bid Pack and upload it as an attachment to question 1.52.1 within the eSourcing tool in the Selection Questionnaire.

Once you have provided CCS with your signed NDA and passed Selection Stage the TUPE information will be made available to you.

We have no control over the content of the TUPE information and we have not verified or approved it. We do not make any representations, warranties or guarantees, whether express or implied, that the TUPE information is accurate, complete or up to date.

All the TUPE information is deemed to be strictly confidential and for use solely in connection with the preparation of your bid and any contract arising from this competition. Whether the TUPE information is provided to you orally, electronically or in writing, you must use it only in accordance with this ITPD. You must not at any time

- make use of it for your own purposes
- disclose it to any person (except as may be required by law)]

## **9. Competition rules**

We run our competitions so that they are fair and transparent for all bidders. This section sets out the rules of this competition. It needs to be read together with the other documents in the ITPD pack.

### **9.1 What you can expect from us**

Subject to paragraph 1.10 of this document, we will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other Central Government bodies (and their related bodies). We may be required to share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

### **9.2 What we expect from you**

You must comply with these competition rules and the instructions in this ITPD pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.

Your bid must remain valid for 180 days after each stage of the Competition.

You must submit your bid in English and through the eSourcing tool only.

### **9.3 Involvement in multiple bids**

If you are connected with another bid for the same requirement, we may make further enquiries. For example, where you submit a bid:

- in your own name and as a key subcontractor and/or a member of a consortium connected with a separate bid

- in your own name which is similar to a separate bid from another bidder within your group of companies.

This is so we can be sure that your involvement does not cause:

- potential or actual conflicts of interest
- supplier capacity problems
- restrictions or distortions in competition

We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

#### 9.4 Collusive behaviour

**You must make sure** that your directors, employees, subcontractors, key subcontractors, advisors, companies within your group or members of your consortia do not:

- fix or adjust any part of your bid by agreement or arrangement with any other person, except where, getting quotes necessary for your bid or to get any necessary security
- communicate with any person other than us the value, price or rates set out in your bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person except where such communication is undertaken with persons who are also participants in your bid submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security
- enter into any agreement or arrangement with any other bidder, so that bidder does not submit a bid
- share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party)
- offer or agree to pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its bid submission

If you do breach paragraph 9.4, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

We may require you to put in place any procedures or undertake any such action(s) that we in our sole discretion considers necessary to prevent or stop any collusive behaviour.

## 9.5 Contracting arrangements

Only you or, as applicable, your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the Framework Contract.

## 9.6 Contracting arrangements for consortium

We will require a consortium to form a specific legal entity when signing the Framework Contract.

## 9.7 Bidder conduct and conflicts of interest

You must not attempt to influence the contract award process. For example, you must not directly or indirectly at any time:

- collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member or provider of finance
- not enter into any arrangement or agreement with any organisation or individual that may impact the pricing of your bid or that may prohibit another potential bidder from bidding
- canvass any Minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition
- try to obtain information from any of our staff or advisors about another bidder or bid.

You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

## 9.8 Confidentiality and freedom of information

You must keep the contents of this ITPD pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. In addition to this, bidders must enter into the NDA (see attachment 10). Please read this document carefully and ensure that you understand the obligations this places on your organisation. If you are required to share information with key subcontractors, sub-contractors (or other advisors) in order to prepare your bid, you must ensure they comply with the same confidentiality obligations as contained within this ITPD pack. This obligation does not apply to anything you have to do to:

- submit a bid
- comply with a legal obligation.

Bidders should note that the CCS is subject to the provisions of the FOIA 2000 and the EIR 2004. Notwithstanding any other provision of this ITPD, this



means that information may be subject to disclosure to the public unless an exemption applies. This includes such things as (not exclusively):

- information in any response submitted to the us;
- information in any contract to which we are a party;
- information about costs, including invoices submitted to CCS or a buyer; and
- correspondence and other papers.

In the event that a bidder considers that any information supplied by it is either commercially sensitive or confidential in nature, this must be specifically highlighted to us, along with the reasons for its sensitivity or confidentiality and an explanation of the grounds for exempting that information from disclosure.

The bidder should note that even where they have indicated that they consider any information to be commercially sensitive or confidential in nature, we may be required to disclose it under the FOIA 2000 or the EIR 2004, if a request is received. The final decision as to whether information should be disclosed is ours. Please note that information marked as commercially sensitive or confidential by the bidder should not be taken to mean that we accept any duty of confidence by virtue of that marking.

## 9.9 Publicity

You must not make statements, publications or other forms of advertisement or publicity about the procurement under any circumstances unless you have prior express written consent from CCS. This would include not publicising the outcome of the competition.

## 9.10 Our rights

We reserve the right to:

- waive or change the requirements of this ITPD bid pack from time to time without notice
- verify information, seek clarification or require evidence or further information in respect of your bid. You **MUST** ensure you are regularly checking your messages to ensure you are able to respond to our clarifications
- withdraw this ITPD bid pack at any time, or re-invite bids on the same or alternative basis

- choose not to award any Framework Contract(s) as a result of the competition
- make any changes to the timetable, structure or content of the competition
- accept bids submitted after the bid submission deadline
- exclude you if:
  - o you submit a non-compliant bid
  - o your bid contains false or misleading information
  - o you fail to respond to any clarifications from us
  - o you fail to tell us of any change in the contracting arrangements between bid submission and contract award
  - o the change in the contracting arrangements would result in a breach of procurement law
  - o for any other reason set out elsewhere in this ITPD pack
  - o for any reason set out in the Regulations.

## 9.11 Consequences of misrepresentation

If a serious misrepresentation by you induces us to enter into the Framework Contract with you, you may be:

- excluded from bidding for contracts for three years under regulation 57(8)(h)(i) of the Regulations
- sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967
- If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both)
- If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

## 9.12 Bid costs

We will not pay your bid costs for any reason, for example if we terminate or amend the competition. This applies to unsuccessful and the successful bidder; and is the case whether or not the procurement exercise is completed, abandoned or suspended (with CCS not being liable for any costs or expenses in any of these circumstances). And the costs include costs for any stage or form of participation of the procurement as well as expenses related to this.

### 9.13 Warnings and disclaimers

We will not be liable:

- where parts of the ITPD bid pack are not accurate, adequate or complete
- for any written or verbal communications

You must carry out your own due diligence and rely on your own enquiries.

This ITPD bid pack is not a commitment by us to enter into a contract.

### 9.14 Intellectual Property Rights

The ITPD bid pack remains our property. You must use the ITPD bid pack only for this competition.

You allow us to copy, amend and reproduce your bid so we can:

- run the competition
- comply with law and guidance
- carry out our business

Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

### 9.15 Government Security Classifications (GSC)

You allow us to amend any security related term or condition of the draft contract accompanying this ITP to reflect any changes introduced by the Government Security Classifications (GSC) classifications scheme.

## 10. How the Framework is structured

The Framework Contract is made up of four key components:

### 10.1 Core terms

These are the main legal terms for the Framework Contract and for each Call-Off contract. The core terms contain our standard commercial terms and govern the supplier's relationship with us at Framework Contract level and with each buyer at Call-Off contract level. These are supplemented by the Special Terms that are specific to this Framework Contract.

### 10.2 Schedules

Each contract has mandatory schedules and is customised using optional schedules. The schedules are used with the core terms and comprise:

- Framework schedules
- Joint schedules (for Framework and Call-Off)
- Call-Off schedules

The table in section 10.5 describes the purpose of each of these schedules.

### **10.3 Framework Award Form**

The Framework Award Form contains important details about the contents of the Framework Contract. It lists all of the mandatory and optional schedules that have been selected to create the Framework Contract and Call-Off contract.

This form is the basis of the contract between the supplier and CCS. If you are awarded the Framework Contract, the Framework Award Form will be prepared by us and personalised to you. We will use information you have submitted in your bid.

You must sign and return the Framework Award Form within ten (10) days of being asked. If you do not sign and return, we will withdraw our offer of a Framework Contract.

Do not make any amendments to the Framework Award Form. If any amendments are required, please send a message via the eSourcing tool outlining the amendments required.

### **10.4 Order form**

When a buyer wants to make purchases, they will Call-Off from the Framework Contract by providing the relevant information laid out in Framework Schedule 6 (Part A - Order Form Template). You can read about how buyers will do their Call-Offs in Framework Schedule 7 (Call-Off Award Procedure).

The order form lays out (among other things):

- the supplier and buyer contact details
- details of what will be supplied
- how it'll be supplied
- how much it'll cost
- a list of all the Call-Off and joint schedules, including any special terms

The Call-Off contract will be created when both parties agree to it either by:

- each party signing a completed template order form
- a binding electronic purchase order which includes the relevant information as laid out in the order form

Over the life of a Framework there are typically many Call-Offs. Each Call-Off will be between one buyer and the supplier but sometimes government Departments will award a call-off that includes their Agencies or other Arms Length Bodies (ALBs)

## 10.5 The contract documents

This table lists and briefly describes each contract document. You can find the individual documents on the CCS procurement pipeline page <https://www.crowncommercial.gov.uk/agreements/RM6288>

Document title	What is it?	Optional?
<b>Core Terms</b>	The main legal terms for both Framework Contract and Call-Off Contracts.	No
<b>Special Terms</b>	Terms that are additional or a variation of the Core Terms that are specific to this Framework Contract and any Call-Off Contracts made under it	No
<b>Framework Award Form</b>	Includes important information and contents of a Framework Contract.	No
<b>Schedules</b>	Attachments to the Core Terms which contain important information about specific aspects of buying and selling.	No
<b>Framework Schedule 1 (Specification)</b>	The Deliverables CCS needs the Suppliers to provide to Buyers.	No
<b>Framework Schedule 2 (Framework Tender)</b>	How the Supplier proposes to meet the requirements in the Specification.	No

<b>Framework Schedule 3 (Framework Prices)</b>	The price the Supplier can charge for Deliverables under the Framework Contract.	No
<b>Framework Schedule 4 (Framework Management)</b>	How CCS and Suppliers will manage the Framework Contract.	No
<b>Framework Schedule 5 (Management Charges and Information)</b>	How Suppliers report to CCS and the charges they have to pay to CCS for using the Framework Contract.	No
<b>Framework Schedule 6 (Order Form Template and Call-Off Schedules)</b>	The template documents that the Buyer needs to complete to form a Call-Off Contract.	No
<b>Framework Schedule 7 (Call-Off Award Procedure)</b>	The process that a Buyer must follow to award a Call-Off Contract.	No
<b>Framework Schedule 8 (Self Audit Certificate)</b>	A letter the Supplier must send to CCS each year to confirm that it has tested its own records and reporting about the Framework Contract.	No
<b>Framework Schedule 9 (Cyber Essentials Scheme)</b>	<p>Obligations on the Supplier to maintain cyber security accreditation.</p> <p>PLEASE NOTE:</p> <p>All certificates issued prior to 1 April 2020 or before 30 June 2020 on the existing scheme are valid until 30 June 2021. This includes those issued by Accreditation Bodies other than IASME.</p> <p>On 30 June 2021, any certificate issued under the old scheme will expire.</p> <p>Refer to <a href="https://www.ncsc.gov.uk/information/cyber-essentials-faqs">https://www.ncsc.gov.uk/information/cyber-essentials-faqs</a> for more information.</p>	No
<b>Framework Schedule 10 (Implementation / Transition)</b>	Terms managing the development of the plans	No

	for implementing the Framework Contract, transitioning customers from RM3749 and testing services	
<b>Framework Schedule 11 (Exit)</b>	What the supplier needs to do at the end of the Framework Contract to help CCS and buyers continue to deliver public services.	No
<b>Framework Schedule 12 (Key Supplier Staff)</b>	Restrictions on a supplier changing staff that are crucial to deliver the Framework Contract.	No
<b>Framework Schedule 13 (Staff Transfer)</b>	How CCS or the Supplier protect employees' rights when the organisation or service they work for transfers to a new employer.	No
<b>Joint Schedule 1 (Definitions)</b>	What the capitalised terms in the documents mean and how to interpret the Contract.	No
<b>Joint Schedule 2 (Variation Form)</b>	How the Supplier, CCS and the Buyer can make a change to an existing Contract.	No
<b>Joint Schedule 3 (Insurance Requirements)</b>	The insurance a Supplier needs in case it breaches a Contract or is negligent.	No
<b>Joint Schedule 4 (Commercially Sensitive Information)</b>	The only information about the Supplier that can't be disclosed or reported to the public.	No
<b>Joint Schedule 5 (Corporate Social Responsibility)</b>	Agreement that the Supplier behaves as a good corporate citizen.	No
<b>Joint Schedule 6 (Key Subcontractors)</b>	Restrictions on a Supplier switching the subcontractors working on the Contract.	No

<b>Joint Schedule 7 (Financial Difficulties)</b>	What Suppliers must do if they are in financial trouble.	No
<b>Joint Schedule 8 (Guarantee)</b>	The document signed by a third party to provide additional assurance to a Buyer that the Supplier will meet their obligations under a Call Off contract. Also includes the form of Letter of Intent to Guarantee that is required to be used if you intend to / are required to have a guarantor.	Yes if no Guarantor required
<b>Joint Schedule 9 (Minimum Standards of Reliability)</b>	NOT USED	No
<b>Joint Schedule 10 (Rectification Plan)</b>	The process to follow if a supplier defaults a contract.	No
<b>Joint Schedule 11 (Processing Data)</b>	Details about the data processing the supplier is allowed to do.	No
<b>Joint Schedule 12 (Supply Chain Visibility)</b>	Visibility of future sub-contracting opportunities, and of SME spend in the supply chain.	No
<b>Call-Off Schedule 1 (Transparency Reports)</b>	The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements.	No
<b>Call-Off Schedule 2 (Staff Transfer)</b>	How CCS, the Buyer or the Supplier protect employees' rights when the organisation or service they work for transfers to a new employer.	No
<b>Call-Off Schedule 3 (Continuous Improvement)</b>	The requirement that the Supplier always improves how it delivers the Call-Off Contract.	No
<b>Call-Off Schedule 4 (Call-Off Tender)</b>	How the Supplier proposes to meet the requirements of a Call-Off Contract.	No



<b>Call-Off Schedule 5 (Pricing Details)</b>	Placeholder for pricing information additional to that contained in the Order Form.	No
<b>Call-Off Schedule 6 (ICT Services)</b>	Additional terms for the delivery of ICT Services.	No
<b>Call-Off Schedule 7 (Key Supplier Staff)</b>	Restrictions on a Supplier changing staff that are crucial to deliver the Contract.	No
<b>Call-Off Schedule 8 (Business Continuity and Disaster Recovery)</b>	What the Supplier must do to make sure the Contract can still be delivered even if there's an unexpected event.	No
<b>Call-Off Schedule 9 (Security)</b>	What the Supplier must do to ensure that Buyer data and Deliverables are kept secure.	No
<b>Call-Off Schedule 10 (Exit Management)</b>	What the Supplier needs to do at the end of a Call-Off Contract to help the Buyer continue to deliver public services.	No
<b>Call-Off Schedule 11 (Installation Works)</b>	NOT USED	No
<b>Call-Off Schedule 12 (Clustering)</b>	NOT USED	Yes
<b>Call-Off Schedule 13 (Implementation Plan and Testing)</b>	The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements.	No
<b>Call-Off Schedule 14 (Service Levels)</b>	The standards of service required by the Buyer and what happens when these are not met.	No
<b>Call-Off Schedule 15 (Call-Off Contract Management)</b>	How the Supplier and the Buyer should work together on the Call-Off Contract.	No
<b>Call-Off Schedule 16 (Benchmarking)</b>	A process for comparing the value of the Supplier against other providers in the market.	No
<b>Call-Off Schedule 17 (MOD Terms)</b>	Any additional terms required by MOD Buyers.	Yes

<b>Call-Off Schedule 18 (Background Checks)</b>		No
<b>Call-Off Schedule 19 (Scottish Law)</b>	Switches the interpretation of the contract from the laws of England and Wales to Scottish law.	Yes
<b>Call-Off Schedule 20 (Call-Off Specification)</b>	Further details about what has been ordered under a Call-Off contract.	No
<b>Call-Off Schedule 21 (Northern Ireland Law)</b>	This schedule switches the interpretation of the contract from the laws of England and Wales to Northern Ireland law.	Yes
<b>Call-Off Schedule 22 (Lease Terms)</b>	This schedule is for Buyers who want to lease equipment via our agreements	Yes
<b>Call-Off Schedule 23 (HMRC Terms)</b>	HMRC terms	Yes
<b>Call-Off Schedule 24 (Corporate Resolution Planning)</b>	What information the supplier needs to provide to buyers or Cabinet Office	No

## 11. Additional information

11.1 In this section 11, “Procurement Regulations” means each of:

- a) the Public Contracts Regulations 2015 (SI 2015/102);
- b) the Concession Contracts Regulations 2016 (SI 2016/273);
- c) the Utilities Contracts Regulations 2016 (SI 2016/274);
- d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
- e) the Remedies Directive (2007/66/EC);
- f) Directive 2014/23/EU of the European Parliament and Council;
- g) Directive 2014/24/EU of the European Parliament and Council;
- h) Directive 2014/25/EU of the European Parliament and Council; and
- i) Directive 2009/81/EC of the European Parliament and Council.

11.2 Some purchases under this Framework Contract may have requirements that can be met under this Framework Contract but the purchase of which

may be exempt from the Regulations. In such cases, Call-Offs from this Framework Contract will be unregulated purchases for the purposes of the Regulations, and the buyers may, at their discretion, modify the terms of the Framework Contract and any Call-Off contracts to reflect that buyer's specific needs.

## 12. The Armed Forces Covenant

12.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

12.2 The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

We encourage all bidders, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein. We encourage you to make your [Armed Forces Covenant pledge](#).

12.3 The Corporate Covenant gives guidance on the various ways you can demonstrate your support.

12.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

12.5 Paragraphs 12.1 – 12.4 above are not a condition of working with CCS now or in the future. However, CCS very much hopes you will want to provide your support.



## **Annex 1**

### **PSR Overview**

#### **Introduction**

**Note to bidders: This Annex 1 is to provide historical context to the arrangement only and does not reflect the future requirements of the service under the Framework Contract or commitment to volumes specified. Bidders should carefully read Framework Schedule 1 (Specification) for information on ongoing requirements.**

The Public Sector Resourcing (PSR) framework is a resourcing solution delivered via a Managed Service Provider (MSP) and underpinned by a Vendor Management System (VMS). PSR provides engagement, attraction and deployment of workers via multiple routes to talent.

PSR enables the provision of Contingent Labour covering a vast range of administrative, operational, clerical and professional role types. Workers are sourced either indirectly via the MSP's supply chain or the MSP can directly source workers. PSR has three key sub-contractors; one for administrative and clerical roles; one is the VMS third party provider; and one is a third party payroll function.

In addition to offering access to Contingent Labour the framework also covers Professional Services via its Statement of Work Service Line for output based service contracts. Managed by the MSP and tracked in the Vendor Management System this again provides access to a variety of services through a comprehensive supply chain.

It also provides a Recruit, Train and Deploy Service which has been designed to address niche skills shortages across the Public Sector in a commercially viable way whilst supporting social value initiatives, built upon the premise of non-CV based recruitment.

Continuous Improvement and Social value are also at the heart of the framework, providing customers with the confidence that it is not only meeting Government policies but also constantly evolving and improving to the benefit of all.

#### **Contingent Labour - Professional**

Not all customers are standardised in their use of PSR, there are users across the Public Sector who are particularly nuanced when it comes to professional worker requirements. Requirements often vary in complexity, location and length required which means a varied level of difficulty to fill. Particularly if the role required is niche. In addition to this, some customers are more reliant on the MSP for guidance when using PSR with Hiring Managers requiring upskilling and support, and others are less so and have their own centralised recruitment teams that handle all elements of the process.

Currently most but not all customers use the VMS in its entirety and this causes added complication, requiring the need for manual input of data and close collaboration with any such customer. However, we anticipate all customers will use the VMS for RM6288.

Workforce planning varies considerably from customer to customer and there is a need to be flexible and reactive.

PSR adheres to the [HMG Baseline Personnel Security Standard \(2018\)](#) in regards to the screening and onboarding of all professional workers, however there are customers with more nuanced security and vetting requirements. All vetting must be completed prior to a candidate onboarding to ensure compliance.

### **Contingent Labour - Admin & Clerical**

PSR currently has a key sub-contractor for Admin & Clerical roles. There is also a small supply chain that sits underneath for more niche/regional purposes. Some customers have a significantly higher reliance on Admin & Clerical roles than they do on professional. Often high volume campaigns are required. There are however customers with very little requirement for Admin & Clerical roles.

Maturity in terms of technology differs from customer to customer: for example, some customers are much less advanced in terms of their technical capabilities and as such may require additional support from the supplier. Similar to the professional space, workforce planning varies considerably from customer to customer and as such there is a requirement to be reactive.

Some customers have their own Admin & Clerical rate cards, which are required to be managed, including legislation changes such as national living wage. Some customers have complex pay awards that are project managed by the MSP.

### **Statement of Works (SOW)**

Statement of Work is defined as “a requirement delivered in line with defined project-specific activities, deliverables and timelines” and, as a ‘Service Line’, SOWs are “an output based package of works that outline specific services the Supply Chain is expected to deliver through milestones and deliverables, by indicating the type, level, quality and cost of service, as well as the time schedule required.

The objective of SOW has been to implement a Solution that provides a compliant route to market for existing and potentially net new PSR customers for outputs based deliverables. The Service Line is a solution designed to offer greater visibility of spend under management across a buyer's professional landscape. The overarching objectives are to drive: Quality; Efficiency, Value for Money, Transparency of Spend and Risk Mitigation.

The SOW solution is made up of multiple sub-service lines ranging from Commercial, Digital, Data and Technology (DDaT) to Organisational Development & Design which are underpinned by a VMS platform. SOW is supported by a developed supply chain consisting of a large number of SMEs, allowing more economical solutions aligned with the size of the deliverable.

The solution as a whole allows for competition, minimising scope creep, access to SMEs, real time reporting, increased visibility and contract management. The MSP is liable for delivery of each SOW and must therefore be supported by a supply chain it can rely on.

## **Added Value**

Added value is free of charge additional benefits delivered by the MSP beyond PSR's specification. Through PSR, such benefits have provided customers with supporting guidance and insight, enabling more informed workforce decision making and improved commercial outcomes.

The provision of bespoke data analytics and key market insights on in-demand skill sets, provide customers with detailed analysis and recommendations. Such reporting improves PSR user's ability to source talent particularly during tough market conditions.

Customer assistance with the likes of tailored communication packs to the hiring community, the arrangement of ad hoc customer days/roadshows and ongoing VMS

training has supported customers in driving consistent messaging and increasing user engagement.

Sharing market best practise, recommending and implementing improvements have successfully delivered process efficiencies for PSR customers.

Through the PSR agreement the MSP has also worked in partnership with CCS, using their expertise to support cross government round tables events and working groups on subjects such as IR35, EU Exit and the Pandemic resourcing group.

## Supporting Data

### 1. New starters in the last two financial years

#### a. Professional Workers

FY	Agency	Direct Hire	Nominated	Grand Total
21-22	4,264	2,699	2,739	9,702
22-23	2,247	2,130	1,939	6,316
Grand Total	6,511	4,829	4,678	16,018

#### b. Admin and Clerical

FY	Agency
21-22	12,170
22-23	11,377
Grand Total	23,547

### 2. Total standing headcount at end of month



Month	Agency	Direct	Payroll	Admin and Clerical	TOTAL
2021-22					
Apr	3,418	1,714	3,811	11,743	20,686
May	3,516	1,741	3,830	11,727	20,814
Jun	3,757	1,859	4,029	11,664	21,309
Jul	3,840	1,900	3,967	11,524	21,231
Aug	4,049	1,999	4,023	9,798	19,869
Sep	4,280	2,040	4,032	9,518	19,870
Oct	4,342	2,034	4,051	9,483	19,910
Nov	4,118	2,097	4,132	9,928	20,275
Dec	4,110	2,123	4,102	9,064	19,399
Jan	4,206	2,163	4,151	10,737	21,257
Feb	4,161	2,231	4,173	10,981	21,546
Mar	4,101	2,237	4,146	11,251	21,735
2022-23					
Apr	3,774	1,938	3,822	10,811	20,345
May	3,700	1,877	3,826	11,382	20,785
Jun	3,641	1,865	3,794	11,303	20,603
Jul	3,460	1,770	3,689	10,885	19,804
Aug	3,486	1,844	3,692	10,716	19,738
Sep	3,464	1,888	3,595	10,754	19,701
Oct	3,371	1,897	3,655	10,378	19,301
Nov	3,542	1,959	3,721	10,469	19,691
Dec	3,446	1,918	3,667	8,800	17,831
Jan	3,481	2,025	3,669	10,075	19,250
Feb	3,473	2,065	3,695	9,923	19,156
Mar	3,457	2,064	3,677	9,799	18,997

### 3. Total standing head count by customer at end of each financial year

Customer	Headcount March 22	Headcount March 23
Customer 1	4,116	4,539
Customer 2	2,936	2,895
Customer 3	3,627	2,182
Customer 4	3,203	1,355
Customer 5	1,237	1,030
Customer 6	763	956
Customer 7	882	907
Customer 8	538	828
Customer 9	684	824
Customer 10	1,062	746
Customer 11	937	733
Customer 12	367	437
Customer 13	324	352
Customer 14	211	184
Customer 15	-	175
Customer 16	199	175
Customer 17	159	133
Customer 18	79	90
Customer 19	132	83
Customer 20	-	77
Customer 21	102	60
Customer 22	39	58
Customer 23	15	43
Customer 24	32	36
Customer 25	11	32
Customer 26	28	27
Customer 27	19	17
Customer 28	21	13
Customer 29	6	5
Customer 30	-	4
Customer 31	6	1
<b>Total</b>	<b>21,735</b>	<b>18,997</b>

### 4. Total standing headcount by Role Category at end of financial year

Job_Category	Headcount March 2022	Headcount March 2023
Accounting_ Tax _ Legal	508	545
Administration	329	194
Banking Operations	5	2
Business Support	1,032	727
Consulting	1,912	2,576
Customer Service	54	35
Engineering	488	435
HR	170	192
Management	125	73
Manufacturing	25	10
Marketing _ Communications	184	152
Not Assigned	1,505	939
Project _ Programme Management	1,991	1,526
Quality Assurance	142	116
Risk _ Compliance	264	178
Sales	9	3
Technology	1,741	1,495
Admin and Clerical	11,251	9,799
<b>Total</b>	<b>21,735</b>	<b>18,997</b>

## Internal Governance

Within each PSR customer the internal governance process for signing their Call-Off Agreement differs due to spend level, customer size, complexity and maturity.

Having said that, there are some common themes to be aware of, such as the time it takes to navigate internal governance can be quite lengthy, due to the business case complexity and hierarchy of approval steps.

The same can apply to any variations made to the Framework Contract that in turn flow down to the Call-Off Agreement and require appropriate signature.

Such variations could include legislative changes, policy impact and, implementing new service lines.

Speaking of new service lines in particular, general customer buying behaviour can be slow in uptake. By this we mean from day one of a new service line, maybe 2 or 3 customers will be early adopters and may pilot the new service. Then between months 6 - 12 later another 3 or 4 customers may join once they have witnessed usage. From month 12 uptake generally starts to ramp up.

## **Future Vision**

At this moment our vision for the short term future is the introduction of three new service lines: Campaigns, Resource Augmentation and Permanent Recruitment; along with an offering that is more accessible to smaller customers.

Smaller Customers - we want to offer this customer base the ability to access the framework and all its benefits and still make this commercially sustainable for the MSP.

Permanent Recruitment - this will not be a replacement for the current frameworks RM6229 and RM6290. This is in scope due to customer expectations and a move towards Total Talent Acquisition. We will work with the MSP and Civil Service Human Resources to develop this service line once we are through the transition / stabilisation phases.

Resource Augmentation; We know there is significant demand for this service line, however, we cannot say with confidence the potential market size information because it isn't clearly identified in reported spend. Our view is that there is significant benefit to customers bringing this spend within this Framework Contract as it can be reported alongside other workforce spend and be used to inform customer decisions on their extended workforce.