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| Report to                          | <b>South Downs National Park Authority</b>        |
| Date                               | <b>28 March 2019</b>                              |
| By                                 | <b>Head of Business Services</b>                  |
| Title of Report<br><b>Decision</b> | <b>Recruitment Advertising Framework Contract</b> |

**Recommendation: The Authority is recommended to**

- 1. Approve the commencement of a procurement process leading to the establishment of a framework agreement to provide recruitment advertising services to National Parks in the UK for a period of 4 years (and up to 6 years with extensions) from July 2019.**
- 2. Delegate authority to the Chief Executive to award contracts for the above, following a competitive process carried out under the terms of the Public Contracts Regulations 2015.**

**1. Introduction**

- 1.1 The 'Working Together' programme has been working with most of the National Park Authorities in the UK to identify opportunities for sharing resource and best practice.
- 1.2 One of the areas that has been identified is in recruitment advertising where the average spend per Authority is about £10,000 per annum. At the moment each Authority has to arrange their advertising with individual publications and unless they are able to use an agency from a neighbouring local authority, they will receive no discount on the advertising. Although there is no commitment required at this point from other NPA's, there is an appetite amongst HR managers across the NP family to have a national framework in place for this activity. It is also not possible for an individual Authority to obtain meaningful statistics on the effectiveness of individual publications, particularly for posts that are not regularly filled.
- 1.3 Advertising agencies, because of the volume of business they handle, are able to negotiate substantial discounts with publications and on-line sites. They don't of course, pass all of those discounts back to the client and will also charge for additional services; writing copy, running specific recruitment campaigns, etc.

**2. Issues for Consideration**

- 2.1 There is no financial commitment for SDNPA in concluding a framework agreement. A contract is formed within the agreement each time a client organisation 'calls off' a service from within a framework.
- 2.2 There is however an administrative burden in managing the framework agreement and this is likely to fall to SDNPA once the 'Working Together' programme comes to an end, probably

as this contract is let. The administration of a single supplier framework is not onerous but SDNPA would need to monitor the value of work being placed through the framework.

- 2.3 From the level of commitment the Working Together team are assuming from National Park Authorities to the agreement, a value of £360,000 has been estimated over the term of the framework. The Public Contracts Regulations 2015 will apply to an agreement of this value and the procurement will need to be conducted in accordance with those. SDNPA will promote the framework to the other National Park Authorities.

### **3. Procurement Route**

- 3.1 Tenders for this agreement were originally advertised in December 2018 by SDNPA, through the Official Journal of the European Union (OJEU) on behalf of National Parks UK, who, as the sponsoring body for 'Working Together', were the named client.
- 3.2 During the evaluation process for those tenders, it was learned that National Parks UK will cease to exist as of July 2019. It would therefore not be proper to conclude a multi-year framework in their name. As the Public Contracts Regulations do not permit substantive changes to be made to a contract after tenders have been received, the original procurement process has now been terminated without award.
- 3.3 The process did reveal a little bit about the market however. Agencies are interested in this business, in that seven compliant bids were received for the work. Once the original process was closed, it was also possible, under the procurement rules, to engage with the bidders on a one-to-one basis and using the feedback provided, to improve the tender documents, as well as sell the concept of the framework, and the National Park family, to the prospective bidders.
- 3.4 The numbers involved show that there is a good level of interest in the framework, but not so much as to cause any concern about using the "open" process through OJEU and that would be the recommended way forward. Not only will the Invitation to Tender be advertised in OJEU but also in Contract Finder, a publication run by the UK Government covering England. As Scottish and Welsh Authorities have expressed interest, it is intended to also advertise the opportunity in Public Contracts Scotland and Sell2Wales, the publications run by the devolved Governments.

### **4. Options & cost implications**

- 4.1 One alternative to this course of action, to use a National body to represent all the National Park Authorities has already been exhausted with the demise of NPUK
- 4.2 A further alternative would be for another National Park Authority to take ownership of the framework agreement, and it is fair to say that SDNPA do more than its share in cross-NPA working. There is no indication that another National Park Authority would not be willing, although no other Authorities employ professionally qualified procurement staff.
- 4.3 There is also the alternative to do nothing. The use of an agency should make recruitment advertising more effective, particularly if they are good, and there should be cost savings, although those will be negligible.

### **5. Other Implications**

| <b>Implication</b>  | <b>Yes*/No</b>  |
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| Will further decisions be required by another committee/full authority? | No  |
| Does the proposal raise any Resource implications?                      | Yes, there are resource implications in letting the framework agreement, although the quality evaluation will be shared by several NPAs, and there will be an on-going small resource implication in managing the contract which will be met from |

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|   | existing resources.   |
| How does the proposal represent Value for Money?  | Through effectiveness and a (small) cost saving.  |
| Are there any Social Value implications arising from the proposal?  | As a service procurement, subject to the Public Contracts Regulations 2015, this exercise will fall within the Public Services (Social Value) Act 2012. An assessment has shown no obvious social benefits flowing from the contract.                   |
| Have you taken regard of the South Downs National Park Authority's equality duty as contained within the Equality Act 2010? | There are no implications from the procurement process itself, where equality of opportunity is regulated by Public Contract Regulations 2015. The contract itself will increase opportunities to engage with hard to reach sections of the population. |
| Are there any Human Rights implications arising from the proposal?  | No  |
| Are there any Crime & Disorder implications arising from the proposal?  | No  |
| Are there any Health & Safety implications arising from the proposal?   | No  |
| Are there any Data Protection implications?   | No  |
| Are there any Sustainability implications based on the 5 principles set out in the SDNPA Sustainability Strategy            | No  |

## 6. Risks Associated with the Proposed Decision

- 6.1 There are four well documented risks with any procurement and those are listed as follows;
- 6.2 *Commercial Risk* – That either the price objectives aren't achieved up front or there are other costs that arise during the contract that diminish the overall benefits. This contract will be based on a menu of discounts and priced services, which client organisations can use as appropriate.
- 6.3 *Technical Risk* – This concerns the difficulty in being able to specify the desired outcome and on the market being able to deliver to the specification. The specification is relatively complex but the previous (terminated) exercise has shown that contractors can deliver on this. The desired outcomes will only be achieved if enough NPAs engage positively with the contract and the 'Working Together' Team will work with individual Authorities to help them to access the contract.
- 6.4 *Performance Risk* – This concerns the ability of suppliers to perform consistently over the life of the contract to deliver the planned benefits. The use of key performance indicators to measure the contractors' performance and to set targets for improvement are critical to the success of a term contract of this nature.
- 6.5 *Contractual Risk* – This covers things like being able to remedy the shortcomings in the

contractors' performance without severely damaging the contract and about avoiding reliance on the contracted supplier as the contract develops. It is impossible not to rely on a contracted supplier in a contract such as this and it is important that the evaluation at the outset, in both stages, capability and award, is thorough.

- 6.6 In Public Procurement, there is also the *Legal Risk*, where a procurement is found to be unsound in law, either through the remedies directive or public procurement rules or the original Treaty of Rome principles. Both legal and procurement expertise will be used by SDNPA to ensure that the procurement exercise will be conducted in a manner that is compliant with existing legislation

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**South Downs National Park Authority**

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| Appendices:         | None  |
| SDNPA Consultees    | Chief Executive; Director of Countryside Policy and Management;<br>Director of Planning; Chief Finance Officer; Monitoring Officer; Legal<br>Services, Business Service Manager [if procurement involved] |
| External Consultees | None  |