



LONDON FIRE BRIGADE

Report title

Temporary Labour Supply Contract

Report to

People Board
Corporate Services Board
Commissioner's Board
Deputy Mayor's Fire and Resilience Board
London Fire Commissioner

Date

8 December 2020
17 December 2020
5 January 2021

Report by

Assistant Director, People Services

Report number

LFC-0465

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I agree the recommended decision below.

Andy Roe
London Fire Commissioner

This decision was
remotely signed on
Date 07 April 2021

Executive Summary

The London Fire Brigade (LFB) entered into a contract with Hays Specialist Recruitment Limited (Hays) as of January 2016 following a collaborative Procurement with the TfL/GLA Group. The current TfL contract which the Brigade has access to is due to expire on the 30 June 2021, and a new competitive tendering process, to continue to provide temporary labour services started on 30 July 2020. This project has, once again, been led by TfL on behalf of itself and the London Fire Commissioner (LFC), Mayor's Office for Policing and Crime (MOPAC), London Legacy Development Corporation (LLDC) and Old Oak and Park Royal Development Corporation (OPDC). The Pan GLA procurement involves the establishment of a framework agreement with a single supplier. This framework agreement will be awarded on a three-year basis, with the option to extend for an additional one year. This report requests permission to join the new contract once it has been awarded and incur expenditure up to a maximum ceiling limit, based on current spend and future modelling factors explained in body of the report. The LFB is committed to reducing agency usage

and this will be achieved through, but not limited to, closer monitoring of quarterly management information led by People Services.

Recommendation

For the London Fire Commissioner

- The London Fire Commissioner agrees to the expenditure of up to ■ per annum for the contract for Temporary Labour Supply over 4 years (three years plus an extension for one year), subject to the prior approval of the Deputy Mayor for Fire and Resilience. The expenditure is based on current agency worker costs, the potential increase of rates due to a new supplier and contingency. The total cost of the contract for the LFB for the length of the duration is up to ■
2. The London Fire Commissioner agrees to delegate authority to the Assistant Director, Technical and Commercial Services, to award the contract for the Temporary Labour Supply Contract following the tender exercise by TfL.

Introduction and Background

1. TfL currently has a 'Master Vendor' agreement to provide temporary labour for Admin, Professional and IT roles across the GLA group. Under this arrangement a team from the supplier is embedded within TfL to provide a full temporary recruitment service. The Met Police have a similar arrangement in place with a different supplier. Both agreements expired in 2019 and have been extended until June 2021, to allow enough time to put a Pan GLA agreement in place.
2. The LFB entered into a contract with Hays in January 2016 as part of the GLA collaborative Procurement project to aggregate the Pan GLA spend and realise saving through leveraging the market.
3. Following a successful early market engagement, the supply base has demonstrated capability and appetite for the GLA group to capture all temporary and permanent recruitment requirements in one single agreement.
4. The objectives of the new replacement agreement is:
 - (a) To provide a solution that delivers the capability and expertise that the GLA Group need, whilst increasing added value in terms of quality and delivery;
 - (b) To develop and implement an improved approach to capturing a more diverse pool of talent;
 - (c) To incorporate an improved Supplier Relationship Management (SRM) system within any new solution, particularly in relation to long term supplier performance, measurement and management;
 - (d) To consider new technology and innovation to help drive efficiencies;
 - (e) To identify the most suitable and effective delivery model for the business.

5. The LFB has been involved with the retender process from the offset, starting with an Optioneering meeting in September 2018, which was represented by People Services and Procurement. Since then the working group has had involvement from People Services, Procurement, Information and Communication Technology, Information Management and Finance. The Programme Governance Group has been represented by the LFB's Head of HR Services and Deputy Head of Procurement.
6. The LFB project participants are satisfied that the specification for the new tender meets the needs the Brigade.

Current temporary labour supply service arrangements

7. The current arrangements for temporary labour supply is with Hays, following the instruction to join the TfL contract as part of the collaborative Procurement in January 2016. Prior to this temporary labour supply was fulfilled by Adecco.
8. At the time of this report, the LFB has 89 active agency workers supplied via Hays across all directorates. The current contract is regularly used with only a small number of specialist placements (i.e., Print Services) not being fulfilled direct through Hays.
9. Over the last reported quarter (August-October) there were 16 new agency hires across the organisation. However, six of these were re-hires following a break in placements due to COVID 19.
10. The percentage breakdown of agency usage by department is set out in the table below:

Department	Percentage
Finance	4.5
Fire Safety	10
Fire Stations (Central Operations)	1
General Counsel	8
Grenfell Tower Investigation & Review Team	7
Health & Safety	1
Information & Communications Technology	22.5
Operational Policy	3.5
Operational Resilience & Control	10
People Services	3.5
Procurement, Technical and Service Support	17
Property Services	3.5
Strategy & Risk	3.5
Training & Professional Development	5
	100

11. The percentage breakdown of reasons for agency hire, at the time of request, is set out in the table below:

Reason for hire	Percentage
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Acting up/Secondment	12
Capital/Temporary Funding	13.5
Excess Workload	18
Maternity/Paternity Cover	1
Sickness Cover	4.5
Special Project	35
Vacancy Actioned	6
Vacancy Not Actioned	10
	100

12. It is anticipated that all [redacted] in contract at the time of mobilisation and implementation will be asked to [redacted] with the new supplier, under [redacted]. This approach was taken when the LFB moved to the Hays framework from Adecco in 2016 and there were no concerns.
13. The approach to the procurement process has been to encourage new technology and streamline/align processes, so that greater innovation and efficiencies can be delivered by the new contract. A more balanced approach has been adopted, ensuring that high calibre candidates are attracted, with an engaged second tier supply that will mitigate the need to use specialist agencies.
14. It is likely that the current recruitment freeze will have an impact on the volume of agency workers hired at the LFB. Any new agency hires, or placement extensions, must be requested by the line manager through the Approval to Recruit process and be agreed by Directors before any action is taken. The process is an additional step in monitoring the levels of agency hires following the Mayor's budget guidance being published and potentially this could lead to a decrease in LFB temporary labour over time, thus reducing expenditure.

Procurement process

15. As the value of the current contract is above the EU threshold, the invitation to tender was advertised in the Official Journal of the European Union (OJEU). The procurement process chosen was the Competitive Procedure with Negotiation (CPN). This process allows enough flexibility to refine and negotiate the optimum solution for the Pan GLA Collaborative agreement.
16. The Contract Notice was released on the 30 July 2020 and the Recruitment Services tender on the 7 August 2020.
17. [redacted] companies expressed an interest and [redacted] companies provided compliant responses. The Selection Questionnaire (SQ) submissions evaluations were undertaken by a cross section of stakeholders across the GLA Functional Bodies. The Head of HR Services and HR Policy Analyst undertook the evaluation for the LFB.
18. Following the evaluation of the Selection Questionnaire (SQ) submissions, [redacted] bidders have been invited to the Invitation to Participate (ITP) stage.
19. The final evaluation and consensus meetings are scheduled to take place by January 2021. The LFB will be involved in the endorsement of the preferred bidder via the working group and programme governance group, scheduled for February 2021.

20. The contract award is due to take place early March 2021. It is recommended that the Assistant Director, Technical and Commercial Services will make the award decision for the LFB under delegated authority.
21. The mobilisation and implementation period is scheduled to take place between March and June 2021.
22. These current deadlines are the reasons why this decision is being presented now for the Deputy Mayor to approve in advance of the award being made.

Cost implications

23. [REDACTED] has estimated the entire contract value at [REDACTED], inclusive of 5% uplift to capture potential increase in mark-ups and 10% contingency for growth in contingent labour requirements. The total cost is estimated as [REDACTED] over the three-year contract term, rising to [REDACTED] with the one-year extension.
24. The LFB temporary labour supply expenditure is estimated at [REDACTED] which includes the agency worker rate and the client uplift. This is based on spend over the last 12 months. The estimated value for the length of the contract for the LFB is [REDACTED], based on current expenditure and pricing. When including the 5% uplift to capture potential increase in mark-ups and 10% contingency for growth, this equates to [REDACTED].
25. Current pricing is on a fixed % mark-up (which reduces for gifted hires) on the worker day/hourly rate, with a one-year tenure discount on all sourced workers.
26. The GLA Group has been made aware that the cost of the service (through higher mark-ups on rates) is likely to increase, however, it is envisaged that this will be off set against increasing candidate quality and streamlining processes which will deliver greater benefits to the GLA Group.
27. To provide visibility of potential costs an extensive benchmarking exercise was undertaken by TfL utilising a combination of other public sector framework rates and estimated percentage mark-ups.
28. From the analysis undertaken it was agreed by the Working Group that we would have a fixed price mark-up for roles up to [REDACTED] per day and percentage mark-up for roles over [REDACTED] per day plus a tenure discount.
29. This model encourages lower fixed rates for the easy to source roles providing the GLA Group with the benefit of lower costs, whilst the percentage mark-up incentivises the Service Provider to source better quality candidates driving best value for the GLA Group whilst still proving cost effective with the inclusion of tenure discounts.
30. It is anticipated that there will be an initial saving at framework launch associated with existing sourced candidates being transferred to the new Service Provider on preferential gifted candidate rates. It is estimated that this will provide an estimated saving of [REDACTED] per worker.

31. The focus of the new agreement will be value add and as such efficiencies will be generated through process improvements and alignment supported by the introduction of new technology throughout the contract life.
32. Cost efficiencies will also be generated across the GLA Group by introducing a unified and aligned approach to recruitment meaning that the Service Provider can deliver more effectively without the need for different recruitment models, systems and processes.
33. It is not envisaged that savings will be identified from the retender in respect of Service Provider mark-ups.
34. It is understood that the budget for agency staff is set at [REDACTED] annually, with any further agency workers funded from existing departmental budgets, underspend caused by FRS vacancies and external funding (for special projects). It is anticipated that these will continue to be the funding sources for future agency hires.
35. Consideration should be given to the current value of agency worker hire. Given the current budget challenges, the recruitment freeze, and the subsequent additional monitoring of the levels of agency workers outlined above, it is possible this will reduce agency spend in the future and therefore the LFB current estimate value may decrease with time.

Shared services

36. This is collaborative piece of work involving the GLA family members, thereby reducing costs where practical, pooling resource and providing greater value for money to London's taxpayers.

Associated risks

37. Should the decision be taken not to join the new contract, the arrangements for temporary labour supply within the LFB will finish on the 30 June 2021. This will have an impact on current agency workers and any new future hires.
38. The Brigade does not possess any in-house temporary labour supply expertise to manage the recruitment of agency workers.
39. Without the temporary labour supply service, the Brigade would not have means to source contingency workers when needed.
40. A possible avenue would be for the LFB to start the procurement process for its own temporary labour supply service, which would take a considerable amount of time and resource.

Alternative Options Considered and Consultation

41. One alternative option would be for the LFB to procure their own Temporary Labour Supplier. However, considering that this is a collaborative piece of work with the GLA group, this seems counter-productive and costly.
42. Another option would be for the LFB not to have a Temporary Labour Supplier. However, that would potentially cause problems in terms of the workforce, when temporary labour is required. It would also limit the LFB in terms of talent and resourcing.

Objectives and Expected Outcomes

43. The objective is to seek approval for the LFB to join the Pan GLA collaborative group contract for the supply of temporary labour so that the work already undertaken on the collaborative procurement can continue. In joining the contract, the LFB are in a stronger position to tackle any contractual issues as it will be doing so as part of the GLA group, rather than an individual body.

Impacts

44. Organisational impacts are set out against the following sub-headings:

Equality Impact

45. The London Fire Commissioner and decision takers are required to have due regard to the Public Sector Equality Duty (s149 of the Equality Act 2010) when exercising our functions and taking decisions.

46. It is important to note that consideration of the Public Sector Equality Duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the decision has been taken.

47. The protected characteristics are: Age, Disability, Gender reassignment, Pregnancy and maternity, Marriage and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination), Race (ethnic or national origins, colour or nationality), Religion or belief (including lack of belief), Sex, and Sexual orientation.

48. The Public Sector Equality Duty requires us, in the exercise of all LFC functions (i.e. everything the LFC does), to have due regard to the need to:

(a) Eliminate discrimination, harassment and victimisation and other prohibited conduct.

(b) Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.

(c) Foster good relations between people who share a relevant protected characteristic and persons who do not share it.

49. Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:

(a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;

(b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;

- (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
50. The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
51. Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—
- (a) tackle prejudice, and
 - (b) promote understanding.
52. An Equality Impact Assessment (EIA) was undertaken on 17 November 2020, in consultation with the Inclusion Team (appendix 1).
53. The impact assessment found a neutral impact on people who have characteristics which are protected by the Equality Act. It also looked at how we can ensure that any supplier complies with the Togetherness Strategy objectives, e.g. if an all-male or all-white shortlist is provided. A recommendation was made for agency workers to be provided with the opportunity to be more involved in initiatives (e.g. a D&I objective, or joining one of the ESGs) and it was agreed to raise this with the existing Equality Support Groups to explore how we can advance the inclusion of temporary staff joining LFB.

Procurement and Sustainability

54. The main body of the report details the pertinent procurement issues related to the temporary labour supply contract.
55. TfL is a signatory to GLA Responsible Procurement Policies and therefore will comply by adopting the same approach as the LFB would if it were the lead on this Procurement.
56. The Good Work Standard sets the benchmark the Mayor wants every London employer to work towards and achieve. Organisations able to meet the Good Work Standard criteria can apply for accreditation and recognition as leading employers from the Mayor.
57. Expectation that the successful provider will engage with Micro and SME businesses via the second-tier supply chain, will pay all temporary worker and own employees in accordance with the National Minimum Wage and the Living Wage, incorporating the London Living Wage where applicable and will comply with the GLA group anti-slavery policies and not engage in any modern slavery practice.
58. The evaluation stage of the procurement process has taken place electronically, via the online platform AWARD, mitigating the need for a paper-based process.

59. There is a requirement for the successful provider to have a Vendor Management System (VMS). The system will allow the LFB to manage the administrative aspects of temporary labour supply electronically and remotely. This includes requesting hires, an approvals process and timesheet functionality. This reduces the need for paper-based administration and management of agency workers.

Strategic Drivers

60. Engaging with a temporary labour supplier will help facilitate the LFB to achieve the pillar, The Best People and The Best Place to Work, as they will play a role in sourcing our workforce. This will be achieved by working closely with hiring managers and the contract management teams, ensuring that LFB behaviours and strategies are embedded.
61. The temporary labour supplier will be an external stakeholder, and this relates to the pillar, Outward Facing. Not only will the supplier support the LFB by resourcing part of our workforce, they also have the potential to bring new ideas and initiatives to the forefront.
62. Temporary labour makes up part of the LFB workforce. Many of our current agency workers are involved with work that is directly related to the Transformation Delivery Plan, the HMICFRS and the Grenfell Inquiry, through consultation roles, project work or providing specialist expertise.

Workforce Impact

63. The subject matter of this report is the contract to be put in place for the supply of temporary labour to the London Fire Brigade from 01 July 2021.
64. The recommendation within this report does not require prior staff side consultation. Staff side will however be provided with a copy of this report in advance of the Deputy Mayor's Fire and Resilience Board meeting on 5 January 2021.
65. All agency workers will be required to meet compliance checks before starting their placement with the LFB. They will be required to follow LFB policies and procedures and management of these staff will be through the LFB line manager in conjunction with the LFB contract manager and the supplier's management team.

Finance Comments

66. This report recommends that the LFB joins the Pan GLA collaborative group contract for the supply of temporary labour. Approval is sought for expenditure of up to ██████ over four years, based on an annual cost of ██████ and including a 5% uplift and 10% contingency. The budget for agency staff is set at ██████ annually, with additional agency costs then being met through vacancies within the FRS staff budget.

Legal comments

67. This report seeks approval to commit expenditure and award a new contract for Temporary Labour Supply.
68. Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office.

69. Section 1 of the Fire and Rescue Services Act 2004 ('the 2004 Act') states the Commissioner is the fire and rescue authority for Greater London. Under sections 7 to 9 of the Act, the Commissioner must secure the provision of personnel, services and equipment necessary to efficiently meet the requirements of the fire and rescue authority.
70. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
71. By direction dated 1 April 2018, the Mayor set out those matters, for which the Commissioner would require the prior approval of either the Mayor or the Deputy Mayor for Fire and Resilience (the "Deputy Mayor"). In particular, paragraph (b) of Part 2 of the said direction requires the Commissioner to seek the prior approval of the Deputy Mayor before "[a] commitment to expenditure (capital or revenue) of £150,000 or above as identified in accordance with normal accounting practices...". The decision to award a contract for Temporary Supply Labour as set out in the recommendation of this report far exceeds this value, therefore, this report to the Deputy Mayor fulfils the aforementioned requirement in the direction.
72. The body of the report confirms the Procurement Department of both the LFB and TfL have been engaged with the retender exercise to ensure both compliance with the requirements set out in the Public Contract Regulations 2015 and that the requirements are fit for the Brigade. The recommended decision is also in line with the GLA responsible procurement policy and the LFC standing orders.
73. The Commissioner's Board must in advance the report being presented to the Deputy Mayor, and the Commissioner taking a decision, first note the contents of the report in accordance with the Terms of Reference of the Commissioner's Board. The proposed recommendation for the London Fire Commissioner to delegate authority to the Assistant Director of Technical and Commercial to deal with the contract award post the tender process in relation to this contract for Temporary Labour Supply is permitted under Part 4 of the LFC's Scheme of Delegation.

List of Appendices

Appendix	Title	Protective Marking
1.	Equalities Impact Assessment	OFFICIAL Sensitive

Equality Impact Assessment (EIA) Form

The **purpose** of an EIA is to give **as much information as possible** about potential equality impacts, to demonstrate we meet our **legal duties** under the Equality Act 2010.

Please read the EIA Guidance [on Hotwire](#) before completing this form.

1. What is the name of the policy, project, decision or activity?
Procurement for a Supplier of Temporary Labour

Overall Equality Impact of this policy, project, decision or activity (select once EIA is completed):

High	Medium	X	Low
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2. Contact details	
Name of EIA author	Keeley Robinson/Abby Crawford
Department and Team	HR Services/Cultural Change, People Services

3. Aim and Purpose	
What is the aim and purpose of the policy, project, decision or activity?	The aim of the procurement is to secure a new vendor to deliver the temporary labours needs of the GLA group.
Who is affected by this work (all staff, specific department, wider communities?)	Current agency workers employed by Hays and prospective new agency workers after the contract is awarded. LFB staff who line manage agency workers will also be affected by this contract.

4. Equality considerations: the EIA must be based on evidence and information.	
What consultation has taken place to support you to predict the equality impacts of this work?	Consultation and involvement of the Inclusion Team (including in the procurement process itself with Equality Manager as evaluator)

5. Assessing Equality Impacts

Use this section to record the impact this policy, project, decision or activity might have on people who have characteristics which are protected by the Equality Act.

Protected Characteristic	Impact: positive, neutral or adverse	Reason for the impact	What information have you used to come to this conclusion?
<i>Example: Age</i>	<i>Adverse</i>	<i>Moving this service online will adversely affect older people, who are least likely to have access to a computer or smart phone and may not be able to use the new service.</i>	<i>GLA Datastore: X% of the London community are aged 70 or over. GLA data shows that only 10% of those over the age of 70 have regular access to a computer or smart phone.</i>
Age (younger, older or particular age group)	Neutral	There is unlikely to be any direct impact on this characteristic arising from the procurement of a temp labour contract.	HR data shows that 46% of FRS staff, 18% of the ops workforce and 38% of Control Staff are aged over 50. Given the current COVID-19 pandemic, it should be noted that any approach to recruitment of potential new temporary employees needs to consider flexibility which will provide safety and also peace of mind for older staff who may be in a higher risk category of contracting COVID-19. There may be a higher proportion of older staff who, as a result of individual risk assessment, may be advised to work from home for a longer period of time. Any potential adverse impact on older staff can be mitigated by flexibility in allowing to work from home (e.g. suspending policies which may currently restrict this).

<p>Disability (physical, sensory, mental health, learning disability, long term illness, hidden)</p>	<p>Potentially adverse</p>	<p>We would expect the supplier to advise of any reasonable adjustments needed when an agency worker is hired. The LFB has on occasion referred agency workers to learning support/HML as there is no provision for these services via Hays and these are managed on a case by case basis.</p> <p>Care has to be taken that we are not entering into what could be considered as an employee/employer relationship with the agency workers. Equipment can be procured via POMS for agency workers as that would remain the property of the LFB.</p> <p>There is no specific Q on the procurement form re: disability/adjustments.</p> <p>A section on reasonable adjustments has been included in the tender specification under the management of staff.</p>	<p>Current data shows that 6% of the operational workforce, 10.1% of the Control workforce and 14% of the FRS workforce have disclosed that they have a disability. This is an underrepresentation when compared to London (where approx 20% of people are estimated to have a disability).</p>
<p>Gender reassignment (someone proposing to/undergoing/ undergone a transition from one gender to another)</p>	<p>Neutral</p>	<p>There is unlikely to be any impact on this characteristic arising from this work. However, any contractual or induction documents should be considered in terms of gender neutrality.</p>	<p>A very small number of staff (<5) identify as transgender in the LFB workforce, and the potential impact on this characteristic is negligible.</p>
<p>Marriage / Civil Partnership (married as well as same-sex couples)</p>	<p>Neutral</p>	<p>There is unlikely to be any impact on this characteristic arising from this work.</p>	<p>There is no evidence that this characteristic will be impacted by this area of work.</p>
<p>Pregnancy and Maternity</p>	<p>Neutral</p>	<p>There is unlikely to be any impact on this characteristic arising from this work.</p>	

<p>Race (including nationality, colour, national and/or ethnic origins)</p>	<p>Neutral</p>	<p>There is a significant underrepresentation of Black, Asian and ethnic minority staff at LFB, and as an organisation we are not representative of the community we serve. Opportunity should therefore be taken to ensure that any contract enables LFB to welcome and support diversity at all levels. This is factored in explicitly to the procurement evaluation (14. Diversity and Inclusion: Describe your approach to... Engagement, attraction, retention and training & development strategies for candidates from underrepresented groups.)</p> <p>It has been included in the tender specification that the service provider shall monitor and report diversity and inclusion and seek to actively implement diversity and inclusion into their own working practices and encourage and support Lead and Secondary Suppliers to do the same.</p> <p>We would work closely with the contract manager and team to ensure that all recruitment activity was transparent and fair. We would share the LFB policies and strategies in terms of inclusion and diversity and make them aware of our aims to increase diversity.</p> <p>There is reference to diversity and equalities within the specification and the evaluation process has a question area around diversity and inclusion so we can gauge the bidders response to this area.</p>	<p>Data shows that 13.4% of our operational workforce, 29% of our FRS workforce and 12.8% of our Control workforce are BAME.</p> <p>BAME staff disproportionately make up junior grades at LFB (for example just 11.7% of senior FRS managers are BAME, compared to 29% of the wider FRS workforce) and are therefore also likely to be of a lower income.</p>
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Religion or Belief (people of any religion, or no religion, or people who follow a particular belief (not political))	Neutral	There is unlikely to be any impact on this characteristic arising from this work.	There is no evidence that this characteristic will be impacted by this area of work.
Sex (men and women)	Neutral	<p>LFB workforce data demonstrates that men are disproportionately represented in the operational workforce, making up 92% of the operational staff group. The FRS staff group however is balanced at 50% male/female, and there is an underrepresentation of men in Control, at just 23%.</p> <p>We would work closely with the contract manager and team to ensure that all recruitment activity was transparent and fair. We would share the LFB policies and strategies in terms of inclusion and diversity and make them aware of our aims to increase diversity.</p> <p>There is reference to diversity and equalities within the specification and the evaluation process has a question area around diversity and inclusion so we can gauge the bidders response to this area.</p> <p>It has been included in the tender specification that the service provider shall monitor and report diversity and inclusion and seek to actively implement diversity and inclusion into their own</p>	HR Data

		working practices and encourage and support Lead and Secondary Suppliers to do the same.	
Sexual Orientation (straight, bi, gay and lesbian people)	Neutral	There is unlikely to be an impact on this characteristic. As part of the scoring, positive impact on LGB groups can be measured through evaluation against 14. <i>Diversity and Inclusion: Details of any programmes you will join or partnerships you will form with external organisations such as charities and employability groups. One recognisable and sector-leading programme is the Stonewall programme, membership of which can be captured in this section.</i>	HR Data shows approximately 5% of the LFB workforce identifies as lesbian, gay or bi.

6. Impacts outside the Equality Act 2010
What other groups might be affected by this policy, project, decision or activity?
Consider the impact on: carers, non-binary people, people with learning difficulties, neurodiverse people, people with dyslexia, autism, care leavers, ex-offenders, people living in areas of disadvantage, homeless people, people on low income / in poverty.
We would expect the supplier to advise of any reasonable adjustments needed when an agency worker is hired. The LFB has on occasion referred agency workers to learning support/HML as there is no provision for these services via Hays and these are managed on a case by case basis.

7. Legal duties under the Public Sector Equality Duty (s149 Equality Act 2010)	
How does this work help LFB to:	
Eliminate discrimination?	S14 of the Procurement Evaluation provides opportunity to ensure this through the evaluation process, going above and beyond EA 2010 compliance.
Advance equality of opportunity between different groups?	There scope for temp staff to be more involved in initiatives (e.g. a D&I objective, or joining one of the ESGs).
Foster good relations between different groups?	There scope for temp staff to be more involved in initiatives (e.g. a D&I objective, or joining one of the ESGs)

8. Mitigating and justifying impacts		
Where an adverse impact has been identified, what steps are being taken to mitigate it? If you're unable to mitigate it, is it justified?		
Characteristic with potential adverse impact (e.g. age, disability)	Action being taken to mitigate or justify	Lead person responsible for action
Disability	The tender specification includes the expectation of the service providers commitment to reasonable adjustments through the management of agency workers	Service provider/LFB line managers/Head of HR Services

Now complete the RAG rating at the top of page 1:

High: as a result of this EIA there is evidence of significant adverse impact. This activity should be stopped until further work is done to mitigate the impact.

Medium: as a result of this EIA there is potential adverse impact against one or more groups. The risk of impact may be removed or reduced by implementing the actions identified in box 8 above.

Low: as a result of this EIA there are no adverse impacts predicted. No further actions are recommended at this stage.