

User Guidance – For Schools To Procure A Management Information System Or A Financial Accounting System



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Date	Release title	
16/1/17	DRAFT 1	
3/2/17	Draft 2	



INTRODUCTION:

This document is aimed at providing schools, academies, Multi Academy Trusts and Local Authorities intending to use this Framework Agreement with an overview of how they may access the Contractors appointed to the Framework Agreement and the supporting documentation.

For the purposes of this document, references to school(s) will include all off the above.

FRAMEWORK REFERENCE NUMBERS: OJEU – 2016/S 202-365994.

YORtender Ref - DN212852

PERIOD OF THE FRAMEWORK AGREEMENT: The Framework Agreement is scheduled to commence on 17th January 2017 and cease on the 31st March 2021. North Yorkshire County Council (NYCC) will then have the opportunity to extend this agreement for up to a further two years.

NYCC recognise that adopting a new Management Information System (MIS) or Financial Accounting System (FAS) can be a significant undertaking for a school. As such, the maximum period which a school may enter into an arrangement with a Contractor will be for 8 (eight) years. This should provide sufficient time for a school to recoup its investment in the new product.

FRAMEWORK AGREEMENT OVERVIEW:

North Yorkshire County Council (NYCC) have implemented a Framework Agreement in accordance with the Public Contracts Regulations 2015.

The purpose of this exercise was to provide a simple mechanism whereby schools nationally could go directly to a Contractor appointed to the Framework and enter into a Call-Off Contract without the necessity of having to undertake a further competition or any other form of exercise to mitigate why they have selected a specific Contractor.

This Framework Agreement is available to North Yorkshire County Council and all schools throughout England and Wales. These schools include LA maintained, free schools, faith schools, Pupil Referral Units, Special Schools, Academies and Multi Academy Trusts.

This Framework is also available to all Local Authorities in England and Wales.

The Framework Agreement is divided into six Lots:

Lot One will be in respect of the Management Information System for all primary schools and academies nationally.



Lot Two will be in respect of the Management Information System for all secondary schools and academies nationally

Lot Three will be for a Financial Accounting System for Local Authority (LA) maintained primary schools nationally.

Lot Four will be for a Financial Accounting System for Local Authority (LA) maintained secondary schools nationally.

Lot Five will be for a Financial Accounting System for use by primary Academies and Multi Academy Trusts nationally.

Lot Six will be for a Financial Accounting System for use by secondary Academies and Multi Academy Trusts nationally.

SUPPLIERS APPOINTED TO THE FRAMEWORK:

Please see Appendix A below.

Please note that as this arrangement is a Framework Agreement List there is no ability to add Contractors throughout the life of this arrangement.

REASONS FOR USING THIS FRAMEWORK:

- You can go direct to a Contractor appointed to the Framework and agree what is required;
- It has been through a procurement exercise which was fully compliant with all the European regulations;
- The Terms and Conditions of Contract have all been agreed in advance;
- You may still conduct a further competition between Contractors appointed to a Lot if you so choose;
- You can tailor a requirement to meets the needs of your school and only pay for what you need;
- All the Contractors appointed to the Framework have been though a rigorous selection criteria to ensure their ability to deliver;
- Pricing is available to you from the outset, to assist you to budget;
- You now have a level of choice across a number of products at your disposal, all in one place.



SCOPE OF REQUIREMENTS:

Lots 1 & 2: Management Information System for all primary and secondary schools nationally and Local Authorities in England & Wales

- May be hosted by a local authority/school/academy or centrally via the Contractor as a web based product;
- As a minimum, offers the basic core pupil management system functionality to the national minimum common dataset standard;
- Offers schools a high degree of flexibility as to what modules they can choose in order to develop a bespoke package that meets each school's individual needs;
- NYCC's Schools ICT Service are willing to offer first line support to schools nationally;
- Is available to LA maintained schools, single academies and Multi Academy Trusts nationally;
- Full training on any new product will be available from either NYCC's Schools ICT Service or the Contractors.

Lots 3 & 4: Financial Accounting System for LA maintained schools nationally and Local Authorities in England & Wales

- These Lots are only available to LA Maintained schools nationally;
- First line support is available to LA maintained schools in North Yorkshire only;
- Contractors can provide first line support to LA Maintained schools outside of North Yorkshire as part of the Framework if required;
- Can only be hosted centrally via the Contractor as a web based product;
- Ability for product to be customised by a school to reflect its operational practices;
- Monthly and annual reports can be produced;
- Full training on any new system will be available from either the Contractor or NYCC's Financial Management Services (for those schools in North Yorkshire only).

Lots 5 & 6: Financial Accounting System for Academies and Multi Academy Trusts nationally and Local Authorities in England in Wales

- This is available to all academies and multi academy trusts nationally;
- Contractors can provide first and second line support as part of the Framework;
- Can only be hosted centrally via the Contractor as a web based product;
- Ability for product to be customised by a school to reflect its operational practices;
- Monthly and annual reports can be produced;
- Full training on any new system will be available



ACCESSING THE FRAMEWORK AGREEMENT:

All the documentation pertaining to this Framework Agreement may be accessed at:

http://www.schoolsict.co.uk/support/mis-framework

Each Contractor has provided an Information Booklet in respect of their product. They have also provided pricing so that schools have all the relevant information to make an informed decision from the outset. Both the Information Booklet and the Consolidated Pricing spreadsheets may be found at the above link.

The Information Booklets should contain sufficient information to allow a school to make a decision as to whether a particular product will meet their needs from a quality perspective.

CALLING-OFF FROM THE FRAMEWORK AGREEMENT:

Whether your school decides to Contract directly with a Contractor from the framework or prefers to conduct a further competition between the relevant Contractor's on the framework, you will need to complete a "Call-Off" template as a formal record of the Contract you have entered into with your chosen Contractor.

You can find the Call-Off template with the other Framework documents at:

http://www.schoolsict.co.uk/support/mis-framework

Or, you can locate this document at the end of Volume 6 – Terms and Conditions of Contract at Schedule 1. Or, at Appendix D to this document.

This template is your "Contract" with the Contractor, so please make sure it reflects what you have both agreed.

You do not need to attach a separate set of Terms and Conditions to the Call-Off template as the Terms and Conditions provided at Volume 6 to the tender documents, have been specifically drafted to apply to both the overarching Framework Agreement and any subsequent Call-Off Contract emanating from the Framework Agreement.

These Terms and Conditions are not designed to be amended by any other party other than North Yorkshire County Council and the Contractors.

There is no "break clause" contained within the Terms and Conditions of Contract. Instead, what we have done is to build into the Call-Off template a series of "break points" which occur at specific times, as agreed between yourselves and your chosen Contractor. The way the template is drafted, these "break points" occur once a year.

If you enter into a Contract with a Contractor from the Framework and remove these "break points" from the Call-Off template, you will effectively remove your ability to provide any



notice period to conclude the Contract early, because there are no pre-agreed "break points".

If you are considering concluding your Contract early, by using one of these "break points", you must provide your Contractor with a minimum of 6 months written notice of your intentions. If you fail to provide such notice, the Contractor is within their rights to ask you continue with the Contract until the next "break point" comes around, which could be in more than a years' time.

Once you have agreed with your chosen Contractor what you want by way of a product/service, then draft the Call-Off template to reflect what you have agreed e.g.

- Start date
- End date
- When the break points will occur
- Pricing for all aspects of the product/service
- Any periods of extension(any call-off contract has a maximum duration of 8 years including extension periods)
- Where the product/service are to be delivered
- The product/service details
- The number of pupils to be accommodated under the call-off

If it is easier to reflect all the above in an annex to the Call-Off template that is acceptable.

What is important is that your requirement is accurately reflected on the Call-Off template.

Once you are happy with the content of the Call-Off document, send it electronically to your chosen Contractor, asking them to print off two copies, to sign both copies where indicated and to return both signed copies to you.

Upon receipt of both signed copies of the Call-Off document, you will check the documents and if still happy with the content, you will arrange for a suitable officer within your organisation to sign both copies. You will then return one copy of the Call-Off contract to your chosen Contractor for their safekeeping and you will retain the other for your records.

A draft template of this letter is provided at Appendix E to this document.

CONDUCTING A FURTHER COMPETITION:

Whilst all schools may directly enter into a call-off arrangement with a Contractor appointed to the Framework, they may if they so choose, also conduct a further competition to assess whether any improved value can be achieved.

If a school chooses this approach they must follow the instructions provided at paragraph 5 onwards to Volume 1 – Introduction & Guidance. All the tender documents are available at http://www.schoolsict.co.uk/support/mis-framework



to support schools to make a decision.

MANAGING THE FRAMEWORK:

NYCC will not be involved in the day to day management of the Contractor and the solutions they are delivering to individual schools. We will however, be closely monitoring the progress and performance of the arrangements throughout the whole life of the Framework, to ensure that the on-going needs of schools are being addressed.

Each time a school enters into an arrangement with a Contractor, the Contractor will advise NYCC of this arrangement.

If a school has particular feedback regarding the operation of this Framework or a Contractor, they should contact the Contract Manager:

Keren.wild@northyorks.gov.uk

FREQUENTLY ASKED QUESTIONS:

- **Q.** Are there any costs for a school using this Framework?
- A. Yes, there is a 1% annual access fee which will be levied by the Contractor, who will then pass this through to NYCC. This fee will allow NYCC to operate this Framework and provide support where applicable. The access fee of 1% is based upon the annual value of the call-off contract.
- **Q.** Where can I find how much I will be charged for a particular product?
- A. All the Contractor's pricing has been combined within the Consolidated Pricing spreadsheets, which can be found at http://www.schoolsict.co.uk/support/mis-framework

The pricing spreadsheets have been split out into the MIS and FAS elements with each Contractor providing an Information Sheet followed by their actual pricing over a 4 year period.

- Clearly these costs will need to be considered against the response below in respect of inflationary increases.
- Q. Can the costs stipulated in the Appendices to the Contractor's Information Pack fluctuate?
- A. Yes in line with inflation. The Contract states:

Inflation – the Council agrees to accept an annual increase on the 1st April each year, commencing 2018, over the life of the framework and annually for each



year of a call off contract from the framework. The mechanism for reviewing the price shall be the Office for National Statistics (ONS) headline rate for the Consumer Price Index (CPI), published in the preceding September in each of those years. The inflation rate used will be CPI -1%. If the CPI rate is below 1% this will constitute a price freeze for all contracts under this framework agreement, with a maximum increase of 2.5% to be paid in any one year.

- Q. My school is now considering converting to an academy and the Contractor's product I have chosen to be with for 4 years is no longer suitable. Does my school have to remain in the arrangement?
- A. This scenario was anticipated. The specific clause from Volume 3 The Specification is reproduced below:
 - 1.12 Contractors need to be aware that LAs and schools are able to give a minimum of 6 months' notice to their chosen contractor prior to a break clause or contract end date. Subject to the Contractor receiving the minimum period of notice that a LA or school does not intend to renew for the following year, no costs shall be applicable for the school or LA undertaking this action.

Please note, a school should have regard to the timescales outlined in Schedule 1 — Call-Off Contract Order Form before they submit written notice to their Contractor, to ensure they are compliant with the notice periods. Failure to do so, may incur costs or tie a school into an arrangement for another year.

The intention is that schools will be with a Contractor for a year at a time. If a school misses the opportunity to provide sufficient notice of withdrawal, they will not receive any refunds if they seek to withdraw early. NYCC contracts under this arrangement will normally operate in accordance with the financial year April – March.

- **Q.** How should I pay the Contractor?
- A. This is a matter for you to agree with the Contractor when agreeing the call-off contract.

If the payments are for a static amount e.g. £1,500 every term, then you may just want to agree to set up an automatic payment system (direct debit) to avoid the costs on all sides of invoice processing.

- **Q.** How will I monitor progress?
- A. In paragraph 7 to Volume 3 The Specification there are a number of KPIs which will be used to monitor progress. You may wish to mirror some of these.
- **Q.** If I have a concern over a Contractor what should I do?
- A. Please escalate your concerns to the Contract Manager in the first instance: <u>Keren.wild@northyorks.gov.uk</u>

 and Keren will advise you regarding your options.
- **Q.** Are there other services available to me?



A. Schools ICT are willing to provide first line support to all schools and academies. This is already in place for schools in North Yorkshire, however if a school or academy would like a quote for the provision of these services please contact keren.wild@northyorks.gov.uk

What normally happens is that schools are aggregated together into which product they are seeking and SICT will coordinate a call-off contract with the relevant Contractors on behalf of all those schools. This approach can secure improved pricing for all parties as the Contractor will be dealing with NYCC, rather than a number of individual schools.

The FMS team are only resourced to provide support to LA maintained schools in North Yorkshire.

- Q. My existing arrangement with a Contractor for a particular product is coming to an end. I am quite happy with the existing product and would prefer not to have to undertake a procurement exercise. If my current Contractor is appointed to your Framework can I simply enter into a call-off contract with them for another period, once my existing arrangement lapses?
- A. Yes. This Framework is designed to avoid the need for an individual school to have to undertake a procurement. All you need to do is arrange for the call-off to commence the moment your existing arrangement lapses. A bit like renewing your car insurance.

APPENDIX A – LIST OF SUPPLIERS APPOINTED TO ALL LOTS

Company	Contact details	
	Contact Name	Anne Russell
	Name of Organisation	Bromcom Computers Plc
	Role in Organisation	Regional Sales Supervisor
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Bromcom Computers PLC	E-mail address	Sales@bromcom.com
	Postal address	Bromcom Computers Plc
		Prospect House
		19-21 Homesdale Road
		Bromley
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	Contact Name	Thomas Sang
Capita Business Services Ltd	Name of	Capita Business Services Limited
	Organisation	



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	Role in	CEO
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Pupil Asset		
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	Organisation	
	Role in	Bid Lead
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		WIUDIIC 0777330443



E-mail address	tendersteam@rm.com and rhadland@rm.com
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	SIMS Account Manager
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	Cardington, Bedford MK44 3JZ
	Cardington, Bediord MR44 3JZ
	Contact Name Name of Organisation Role in Organisation



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	Role in	Group and International Sales
	Organisation	Group and international sales
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	Name of	RM Education Ltd
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	Role in	Bid Lead
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		Oxfordshire
		OX14 4SB

Company	Contact details	
	Contact Name	Anne Russell
	Name of	Bromcom Computers Plc
Promoom Computors DIC	Organisation	
Bromcom Computers PLC	Role in	Regional Sales Supervisor
	Organisation	
	Phone number	020 8290 7171



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		Macclesfield
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	Contact Name	Menara Hadiana
	Name of	RM Education Ltd
RM Education	Organisation	5.1.
	Role in	Bid Lead
	Organisation Phone number	08450 700300,
	I HONE HUITIDEI	00-130 / 00300 ₁



		Mobile 07773398443
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Company	Contact details	
	Contact Name	Anne Russell
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	Role in Organisation	Regional Sales Supervisor
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Bromcom Computers PLC	E-mail address	Sales@bromcom.com
	Postal address	Bromcom Computers Plc
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		19-21 Homesdale Road
		Bromley
		Kent BR2 9LY
Capita Business Services Ltd	Contact Name	Thomas Sang



	Name of Organisation	Capita Business Services Limited
	Role in Organisation Phone number	SIMS Account Manager
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	Postal address	Thomas.sang@capita.co.uk
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	Role in	Senior Business Development
	Organisation	Manager
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	Contact Name	Richard Hadland
	Name of Organisation	RM Education Ltd
	Role in	Bid Lead
	Organisation	
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RM Education		Mobile 07773398443
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		rhadland@rm.com
	Postal address	140 Eastern Avenue
		Milton Park
		Abingdon



		Oxfordshire
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	Role in	Business Development Executive
Sage	Organisation	
	Phone number	0191 294 4416
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	Role in Organisation	Senior Business Development Manager
HCSS Education	Phone number	07803243356
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	Postal address	HCSS Education Sycamore House Tytherington Business Park Macclesfield SK10 2XA
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	Name of Organisation	Sage (UK) Ltd
Sage	Role in Organisation	Business Development Executive
	Phone number	0191 294 4416
	E-mail address	Ryan.wilmot@sage.com
	Postal address	North Park, North Park Avenue,
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	Name of	Bromcom Computers Plc
Bromcom Computers PLC	Organisation	
Bromcom Computers PLC	Role in	Regional Sales Supervisor
	Organisation	
	Phone number	020 8290 7171



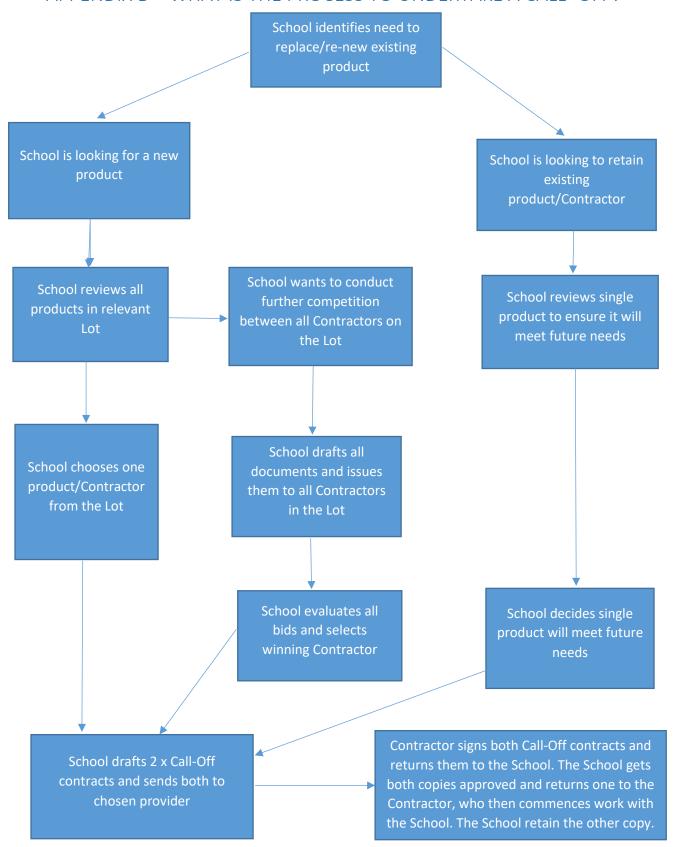
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	Organisation Phone number	0101 204 4416
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APPENDIX B – WHAT IS THE PROCESS TO UNDERTAKE A CALL- OFF?





APPENDIX C – SCORING CRITERIA & EVALUATION METHODOLOGY FOR USE IN FURTHER COMPETITIONS

Score	Score Standards	
10	Excellent Answer	Shows a comprehensive understanding of the contract and the ability to apply and deliver all the required standards to a high level. Excellent response with detailed examples/supporting evidence.
8	Good Answer	Shows an above basic – reasonable understanding of the contract and the ability to apply and deliver all the required standards to an above basic level. Provides good level of detail/examples as supporting evidence.
6	Acceptable Answer	Shows a basic - reasonable understanding of the contract and the ability to apply and deliver all the required standards to a basic level. Lacks sufficient detail/examples to award a higher mark.
4	Poor Answer	Shows a less than basic understanding of the contract and that only some of the required standards could be applied & delivered.
2	Very Poor Answer	Shows little understanding of the contract and that none of the required standards could be applied and delivered.
0	No answer or unacceptable answer given	No response to the question or the response is not considered relevant. The response is unconvincing, flawed or otherwise unacceptable. Response fails to demonstrate an understanding of the Authority's requirements.

Criteria	Weighting
Ability to deliver the project within	30%
the specified timescales	
Proposed data migration	15%
methodology and time period	
Proposed training methodology	15%
Whole life cost over period of call-off	40%



APPENDIX D - CALL-OFF TEMPLATE

Schedule 1 - Call-Off Contract Order Form

This Order for a Call Off Contract is issued subject to the provisions of the original Framework Agreement entered into between the Lead Council and/or Participating Organisations and [Contractor Name] on [insert date] Contract Ref. DN212852.

The Contractor agrees to provide the Management Information System or Financial Accounting System [amend as required] specified below on and subject to the terms of the original Framework Agreement.

Date	##/##/20##	Order	[Internal Service Area Ref]
		Reference No.	

FROM

[insert name and address of school]		
Invoice Address	[if different from school address above]	
Contact Ref	Name: [insert name of contact] Phone: [insert contact details] Email: [insert details]	

TO

Service Provider	[Contractor Name] "Contractor"
Service Provider's Address	[Contractor]
Account Manager	Name:
	Address:
	Phone:
	Email:

1.	CALL-OFF CONTRACT PERIOD
(1.1)	Commencement Date



[##/##/20-##]

(1.2) Expiry Date

The Call-Off contract will commence on the [#st day] of [Month] [Year] and shall continue until [#st day] of [Month] [Year].

1.3 Commencement date	[Insert Date of start of contract]
Break Point 1 – This will be the first opportunity to consider not renewing this arrangement for a further year and requires 6 months prior notice to be given to the Contractor.	[insert date of first break point e.g. after first 12 months] NB: if you are considering not renewing this arrangement in year 2, you will need to inform the Contractor preferably no later than in month 5 of your intentions.
Break Point 2 - This will be the second opportunity to consider not renewing this arrangement for a further year and requires 6 months prior notice to be given to the Contractor.	[Insert date of second break point e.g. after 24 months] NB: if you are considering not renewing this arrangement in year 3, you will need to inform the Contractor preferably no later than in month 17 of your intentions.
Break Point 3 - This will be the third opportunity to consider not renewing this arrangement for a further year and requires 6 months prior notice to be given to the Contractor.	[Insert date of third break point e.g. after 36 months] NB: if you are considering not renewing this arrangement in year 4, you will need to inform the Contractor preferably no later than in month 29 of your intentions.
Expiry Date of Call off Agreement	[insert date for the end of the contract]

2. CALL OFF SPECIFICATION

[Enter Call Off requirements]

[Enter Specification and any applicable supporting evidence here or as a separate Appendix]

The Contractor shall comply with the monitoring arrangements set out in the Framework Agreement and the Key Performance Indicators detailed in and Appendix below.

3. SERVICE PROVIDER

Key Personnel of the Service Provider to be involved in the provision of the services:

[Enter contact name]

4. PRICE AND PAYMENT

[Enter agreed pricing]



5. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

[Enter if applicable]

6. FORMAT OF CONTRACT

The school shall enter into a contract by completing and returning this document,

executed by an authorised officer of the school, to the Contractor.
BY SIGNING AND RETURNING THIS CALL-OFF AGREEMENT THE CONTRACTOR AGREES TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE SCHOOL TO PROVIDE THE SUPPLIES/SERVICES
The Parties hereby acknowledge and agree that they have read the overarching Framework Agreement and by signing below agree to be bound by those terms contained in the Framework Agreement.
For and on behalf of the Service Provider:
Name
Title
Signature
Date
Name
Title
Signature
Date
For and on behalf of the Participating Organisation:
Name
Title
Signature
Date
Name



Title	
Signature	
Date	



APPENDIX E – CALL-OFF TEMPLATE LETTER

Contact:

Tel:

Date: 09 March 2017 Email:

Text highlighted in Yellow are sections which need to be completed by the Procuring Officer. Highlighting and background text should be removed from the final document.

[Insert successful supplier name and address]

Contract Reference: DN212852 OJEU – 2016/S 202-365994

Dear [Insert contact name]

Contract for [Insert contract title]

Please find attached two copies of the Call Off Contract document for your signature.

Please review the Contract and sign **both** copies, then return **both** of the signed hard copies to the address below:

[insert return address]

The Contracts will then be signed by the Authority's authorised officer and a copy returned to you.

If your organisation's procedure does not require two signatures please confirm this in writing.

Yours sincerely,

[insert signature block]