

**PROVISION OF EXPERT COMMERCIAL AND PROCUREMENT ADVICE AND
COMPLEX CONTRACT MANAGEMENT TO SCHOOLS IN THE NORTH WEST OF
ENGLAND (SCHOOL BUYING HUBS)**

SCHEDULE 1

Definitions

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

- “Affected Party”** the Party seeking to claim relief in respect of a Force Majeure Event;
- “Affiliate”** in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- “Audit”** any exercise by the Authority of its Audit Rights pursuant to Clause 11 (*Records, Reports, Audit and Open Book Data*);
- “Audit Agents”**
- (a) the Authority’s internal and external auditors;
 - (b) the Authority’s statutory or regulatory auditors;
 - (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
 - (d) HM Treasury or the Cabinet Office;
 - (e) any party formally appointed by the Authority to carry out audit or similar review functions; and
 - (f) successors or assigns of any of the above;
- “Audit Rights”** the audit and access rights referred to in clause 11;
- “Authority Data or Department’s Data”**
- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Provider by or on behalf of the Authority; and/or

(ii) which the Provider is required to generate, process, store or transmit pursuant to this Agreement; or

(b) any Personal Data for which the Authority is the Data Controller;

“Authority or End User Premises”	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Provider or its Sub-contractors for provision of the Services (or any of them);
“Authority Representative”	the representative appointed by the Authority pursuant to Clause 10.4 (<i>Representatives</i>);
“Authority Requirements”	the requirements of the Authority set out in Schedules 2.1 (<i>Specification</i>), 2.2 (<i>Performance Indicators</i>), 2.3 (<i>Security Management</i>), 2.4 (<i>Insurance Requirements</i>), 4.1 (<i>charges and invoicing</i>), 5.1 (<i>change control procedure</i>), 5.2 (<i>dispute resolution procedure</i>) 5.4 (<i>Exit Management</i>);
“Baseline Security Requirements”	the Authority's baseline security requirements, the current copy of which is contained in Schedule 2.3 (<i>Security Management</i>), as updated from time to time by the Authority and notified to the Provider;
“Central Government Body”	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Change”	any change to this Agreement;
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 1 of Schedule 5.1 (<i>Change Control Procedure</i>);
“Change Control Procedure”	the procedure for changing this Agreement set out in Schedule 5.1 (<i>Change Control Procedure</i>);

“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
“Change Request”	a written request for a Contract Change substantially in the form of Annex 1 of Schedule 5.1 (<i>Change Control Procedure</i>);
“Charges”	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 4.1 (<i>Charges and Invoicing</i>);
“Commercially Sensitive Information”	<p>the information listed in Schedule 3.2 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to –</p> <ul style="list-style-type: none">(a) the pricing of the Services;(b) details of the Provider’s IPRs; and(c) the Provider’s business and investment plans; <p>which the Provider has indicated to the Authority that, if disclosed by the Authority, would cause the Provider significant commercial disadvantage or material financial loss;</p>
“Compensation for Unacceptable KPI”	has the meaning given in Clause 7.4(a) (<i>Unacceptable KPI</i>);
“Confidential Information”	<ul style="list-style-type: none">(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:<ul style="list-style-type: none">(i) the Disclosing Party Group; or(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this Agreement;

(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and

(d) Information derived from any of the above,

but not including any Information which:

(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;

(iv) was independently developed without access to the Confidential Information; or

(v) relates to the Provider's:

1. performance under this Agreement; or

2. failure to pay any Sub-contractor as required pursuant to Clause 14.11(a) (*Supply Chain Protection*);

“Contract Change” any change to this Agreement other than an Operational Change;

“Contract Year” (a) a period of 12 months commencing on the Effective Date; or

(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;

provided that the final Contract Year shall end on the expiry or

termination of the Term;

“Control”	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“Data Controller”	has the meaning given in the DPA;
“Data Processor”	has the meaning given in the DPA;
“Data Subject”	has the meaning given in the DPA;
“Data Subject Access Request”	a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
“Deductions”	all Service Credits, compensation for Unacceptable KPI, or any other deduction which is paid or payable to the Authority under this Agreement;
“Default”	<p>any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <p>(a) in the case of the Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Provider, of its Sub-contractors or any Provider Personnel,</p> <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;</p>
“Delay”	(a) a delay in the achievement of a specific project deliverable as set out in the Specification or Key Performance Indicator in Schedule 2.2;
“Disclosing Party”	has the meaning given in Clause 18.1 (<i>Confidentiality</i>);

“Disclosing Party Group”	(a) where the Disclosing Party is the Provider, the Provider and any Affiliates of the Provider; and (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Provider interacts in connection with this Agreement;
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Dispute Resolution Procedure”	the dispute resolution procedure set out in Schedule 5.2 (<i>Dispute Resolution Procedure</i>);
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
“DPA”	the Data Protection Act 1998 and any other applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant Central Government Body in relation to such Laws;
“Due Diligence Information”	any information supplied to the Provider by or on behalf of the Authority prior to the Effective Date;
“Effective Date”	15 th November 2017 (to include the mobilisation and pilot phases of the service delivery)

“EIRs”

the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;

“Employee Liabilities”

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“End of Pilot Report”

the Provider’s comprehensive end of pilot report outlining and evidencing sustainable commercial and operating models for effective national roll out of the Services;

“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
“End Users”	means an end user of the Services, including schools and multi academy trusts.
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Provider to the Authority and/or a Replacement Provider, as set out or referred to in Schedule 5.4 (<i>Exit Management</i>);
“Exit Plan”	the plan produced and updated by the Provider during the Term in accordance with Paragraph 4 of Schedule 5.4 (<i>Exit Management</i>);
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Provider or the Provider Personnel or any other failure in the Provider’s or a Sub-contractor’s supply chain;
“Force Majeure Notice”	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“General Anti-Abuse Rule”	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Provider) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert Provider of services similar to the Services to a customer like the Authority, such Provider seeking to comply with its contractual obligations in full and complying with applicable Laws;
“Health and Safety Policy”	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Provider on or before the Effective Date and as subsequently provided to the Provider from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“HMRC”	HM Revenue & Customs;
“Implementation Period”	Covers services delivered from the effective date to the operational service commencement date (mobilisation and pilot activities)
“Indemnified Person”	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
“Information”	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
“Insolvency Event”	(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

- (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where the other Party is a company, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

- (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party;
 - (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

“Intellectual Property Rights” or “IPRs”

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

“IPRs Claim”

any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Provider, in either case in combination with any item not supplied or recommended by the Provider pursuant to this Agreement or for a purpose not

reasonably to be inferred from the Specification or the provisions of this Agreement;

“IT”	information and communications technology;
“Key Performance Indicator”	the key performance indicators set out in table 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Key Personnel”	those persons appointed by the Provider to fulfil the Key Roles, being the persons listed in Schedule 6.0 (<i>Key Personnel</i>) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 13.5 and 13.6 (<i>Key Personnel</i>);
“Key Roles”	a role described as a Key Role in Schedule 6.0 (<i>Key Personnel</i>) and any additional roles added from time to time in accordance with Clause 13.4 (<i>Key Personnel</i>);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	any Sub-contractor: <ul style="list-style-type: none">(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or(b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement;
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Agreement;
“KPI Failure”	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
“KPI Service Threshold”	shall be as set out against the relevant Key Performance Indicator in table 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Law”	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the

European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Provider is bound to comply;

“Management Information”

the management information specified in Schedule 2.2 (*Performance Levels*), Schedule 4.1 (*Charges and Invoicing*) to be provided by the Provider to the Authority;

“Material KPI Failure”

a failure by the Provider to meet a KPI Service Threshold;

“Month”

a calendar month and **“monthly”** shall be interpreted accordingly;

“Notifiable Default”

shall have the meaning given in Clause 24.1 (*Rectification Plan Process*);

“Occasion of Tax Non-Compliance”

- (a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
- (i) a Relevant Tax Authority successfully challenging the Provider under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Provider was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

“Open Book Data”

complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term.

“Other Provider”	any Provider of the Services to the Authority (other than the Provider) which is notified to the Provider from time to time and/or of which the Provider should have been aware;
“Operational Service Commencement Date”	to be confirmed but will be after pilot phase (this will be the BAU phase)
“Partial Termination”	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 27.2(b) (<i>Termination by the Authority</i>) or 27.3(b) (<i>Termination by the Provider</i>);
“Parties” and “Party”	have the meanings respectively given on page 1 of this Agreement;
“Performance Failure”	a KPI Failure;
“Performance Indicators”	the Key Performance Indicators
“Performance Monitoring Report”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Personal Data”	personal data (as defined in the DPA) which is Processed by the Provider or any Sub-contractor on behalf of the Authority or a Central Government Body pursuant to or in connection with this Agreement;
“Preceding Services”	has the meaning given in Clause 5.2(ii) (<i>Standard of Services</i>);
“Process”	has the meaning given to it under the DPA and “Processed” and “Processing” shall be construed accordingly;
“Prohibited Act”	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) an offence:
- (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority; or

any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“Project Specific IPRs”

- (a) Intellectual Property Rights in items created by the Provider (or by a third party on behalf of the Provider) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) Intellectual Property Rights arising as a result of the performance of the Provider's obligations under this Agreement;
- (d) but shall not include any IPRs owned or licenced by the Provider prior to the Effective Date.;

“Recipient”

has the meaning given in Clause 18.1 (*Confidentiality*);

“Records”

means any records required to be kept pursuant to the Services;

“Rectification Plan”

a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;

“Rectification Plan Failure”

- (a) the Provider failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 24.4 (*Submission of the draft Rectification Plan*) or 24.8 (*Agreement of the Rectification Plan*);
- (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Provider pursuant to Clause 24.7 (*Agreement of the Rectification Plan*);
- (c) the Provider failing to rectify a material Default within the later of:
 - (i) 30 Working Days of a notification made pursuant to Clause 24.2 (*Notification*); and
 - (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Provider can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Provider must rectify the material Default;
- (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;

following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;

“Rectification Plan Process”

the process set out in Clauses 24.4 (*Submission of the Draft Rectification Plan*) to 24.9 (*Agreement of the Rectification Plan*);

“Relevant Preceding Services”	has the meaning given in Clause 5.2(b) (<i>Standard of Services</i>);
“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Provider is established;
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Replacement Services”	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
“Replacement Provider”	any third party Service Provider (“Provider”) of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
“Request For Information”	a Request for Information under the FOIA or the EIRs;
“Required Action”	has the meaning given in Clause 25.1(a) (<i>Step-In Rights</i>);
“Restricted Country”	(a) any country outside the European Economic Area, and (b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC;
“Security Management Plan”	the Provider's security plan as attached as Annex 2 of Schedule 2.3 (<i>Security Management</i>) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of Schedule 2.3 (<i>Security Management</i>);
“Serious KPI Failure”	shall be as set out against the relevant Key Performance Indicator in table 1 of(Schedule 2.2 (<i>Performance Levels</i>);
“Service Charges”	the periodic payments made in accordance with Schedule 4.1 (<i>Charges and Invoicing</i>) in respect of the supply of the Operational Services;

“Service Credit Cap”	in each period of 12 months starting from the first Operational Service Commencement Date to occur after the Effective Date, the Service Credit shall be capped at a maximum of £100,000;
“Service Credits”	credits payable by the Provider due to the occurrence of 1 or more KPI Failures, calculated in accordance with Schedule 2.2 (Performance Levels);
“Service Period”	<p>a calendar month, save that:</p> <p>(a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and</p> <p>the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;</p>
“Service Points”	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator Schedule 2.2 (<i>Performance Levels</i>);
“Services”	any and all of the services to be provided by the Provider under this Agreement, including those set out in Schedule 2.1 (<i>Specification</i>);
“Specification”	the Specification set out in Schedule 2.1 (<i>Specification</i>);
“Severe KPI Failure”	shall be as set out against the relevant Key Performance Indicator in Table 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“Step-In Notice”	has the meaning given in Clause 25.1 (<i>Step-In Rights</i>);
“Step-In Trigger Event”	a Default by the Provider that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

- (a) the Authority considers that the circumstances constitute an emergency despite the Provider not being in breach of its obligations under this Agreement;
- (b) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 25 (Step-In Rights) is necessary;
- (c) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or
- (d) a need by the Authority to take action to discharge a statutory duty;

“Step-Out Date” has the meaning given in Clause 25.5(b) (*Step-In Rights*);

“Step-Out Notice” has the meaning given in Clause 25.5 (*Step-In Rights*);

“Step-Out Plan” has the meaning given in Clause 25.6 (*Step-In Rights*);

“Sub-contract” any contract or agreement (or proposed contract or agreement) between the Provider (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Provider (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

“Sub-contractor” any third party with whom:

- (a) the Provider enters into a Sub-contract; or
- (b) a third party under (a) above enters into a Sub-contract,
- (e) or the servants or agents of that third party;

“Successor Body” has the meaning given in Clause 30.4 (*Assignment and Novation*);

“Service Provider (“Provider”) Personnel” all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Sub-contractor engaged in the performance of the Provider’s obligations under this Agreement;

“Provider Representative”	the representative appointed by the Provider pursuant to Clause 10.3 (<i>Representatives</i>);
“Provider Solution”	the Provider's solution for the Services set out in Schedule 3.1 (<i>Provider's Tender Response</i>) including any Annexes of that Schedule;
“Provider Termination Event”	<ul style="list-style-type: none">(a) the Provider's level of performance constituting a Critical Performance Failure;(b) the Provider committing a material Default which is irremediable;(c) as a result of the Provider's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 22.(d) a Rectification Plan Failure;(e) where a right of termination is expressly reserved in this Agreement, including pursuant to:<ul style="list-style-type: none">(i) Clause 17 (<i>IPRs Indemnity</i>);(ii) Clause 33 (<i>Prevention of Fraud and Bribery</i>); and/or(f) the representation and warranty given by the Provider pursuant to Clause 3.2(i) (<i>Warranties</i>) being materially untrue or misleading;(g) the Provider committing a material Default under Clause 9.8 (<i>Promoting Tax Compliance</i>) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 9.8 (<i>Promoting Tax Compliance</i>) which in the reasonable opinion of the Authority are acceptable;(h) the Provider committing a material Default under any of the following Clauses:<ul style="list-style-type: none">(i) Clause 5.5(j) (<i>Provider Covenants</i>);(ii) Clause 20 (<i>Protection of Personal Data</i>);

(iii) Clause 19 (*Freedom of Information*);

(iv) Clause 18 (*Confidentiality*); and

(v) Clause 29 (*Compliance*); and/or

in respect of any security requirements set out in Schedule 2.1 (*Specification*), Schedule 2.3 (*Security Management*) or the Baseline Security Requirements;

- (i) an Insolvency Event occurring in respect of the Provider or the Guarantor;
- (j) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
- (k) a change of Control of the Provider or a Guarantor unless:
 - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;
- (l) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Provider terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 14.6 (*Appointment of Key Sub-contractors*);
- (m) the Authority has become aware that the Provider should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; or

a failure by the Provider to comply in the performance of the Services with legal obligations in the fields of environmental,

social or labour law.

“Term”	<p>the period of 51 months from and including the Effective Date or on earlier termination of this Agreement. For the sake of clarity, the Term shall be made up of:</p> <p>an initial 15 months from the Effective Date (Pilot Phase); and</p> <p>a further 36 months post-pilot phase (Business as Usual Phase). (Subject to the Department’s assessment of the success within the Pilot Phase and all appropriate approvals)</p>
“Termination Costs”	<p>the amount payable by the Authority to the Provider in the event that the Authority terminates this Agreement pursuant to clause 27.1(a). The Termination Costs shall be reasonable and shall be calculated in accordance with: the Charges accrued up the date of the Termination Notice; plus any reasonable costs associated with terminating the Services (to be determined by the Authority upon evidence presented by the Provider) plus a maximum of 10% of the Charges that would have otherwise been payable for the remainder of that Contract Year.</p>
“Termination Date”	<p>the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;</p>
“Termination Notice”	<p>(n) a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;</p>
“Termination Services”	<p>the services and activities to be performed by the Provider pursuant to the Exit Plan;</p>
“Third Party Beneficiary”	<p>has the meaning given in Clause 38 (<i>Third Party Rights</i>) and for the purposes of this Agreement means the End User(s);</p>
“Third Party IPRs”	<p>Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;</p>
“Third Party Provisions”	<p>has the meaning given in Clause 38 (<i>Third Party Rights</i>);</p>

- “UK”** the United Kingdom;
- “Unacceptable KPI”** the Provider failing to achieve the KPI service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;
- “VAT”** value added tax as provided for in the Value Added Tax Act 1994; and
- “Working Day”** any day other than a Saturday, Sunday or public holiday in England and Wales.

SCHEDULE 2.1 SPECIFICATION

The Service Provider (“Provider”) will be responsible for the the delivery of all the Requirements set out within this Schedule

Introduction

The Invitation to Tender was for the procurement of the North West and South West Schools’ Buying Hubs (Hubs). The procurement follows the publication in January 2017 of the Department for Education’s (the Department) Schools’ Buying Strategy and PIN notice in the OJEU (2017/S 029-052446), in which we set out our intention to establish a national network of School Buying Service Providers, beginning with a pilot phase. The PIN initiated a pre-market engagement phase with potential Service Providers in both pilot regions in March and April 2017.

The purpose of the Schools’ Buying Hubs is to release savings that will contribute in association with the other initiatives of the Schools’ Buying Strategy to achieve a £1 billion saving by the end of the financial period 19-20, through offering advice and guidance, support with complex contracts and help with aggregation of deals.

The Department is Piloting the Schools’ Buying Hub concept in two regions of England with the potential to roll out more hubs nationally if it proves successful. It is intended that both pilot Hubs will be commencing Pilot Phase delivery in February 2018 with mobilisation beginning after contract award in October 2017. The Pilot Phase of the programme will thoroughly test the approach in a sub-set of the whole region; with the intention that services will be expanded to include all eligible Schools within the full region after the Pilot Phase, where it is deemed successful by the Department and funding is available. Piloting the Hubs will provide first-hand experience and evidence to evaluate the proposed functions and refine the approach to better support school needs, therefore tailoring the final design of the Hubs to maximise their ability to help schools deliver better value.

The Hubs will offer three services, which together have a high potential to deliver savings for schools:

- Advice and guidance - to reduce spend across all categories of spend
- Complex contracts support – to reduce the £2.15bn (both regions) per year spent on complex areas of spend addressable through the Hubs (see figure 3), particularly services such as Catering, Cleaning and Premises
- Local and Regional aggregation to reduce the £2.15bn (both regions) per year spent on complex areas of spend addressable through the Hubs, particularly services such as Learning resources (excluding ICT equipment), ICT learning resources and Administrative supplies.

The Hubs will offer services to all state 5-16 yr. schools in their region. During the pilot phase this will be limited to the cohorts as specified in Clause 2.2 of this document. At this stage Hubs are not expected to actively provide services to Nursery schools, Pre-schools, standalone sixth form colleges and independent schools. However, where it makes sense to engage with these organisations to deliver savings for schools, this may be considered at a later stage.

The pilot contracts will be centrally funded by the Department to allow the funding model for the national roll out to be shaped and determined following the pilot phase. The pilot for School Buying Hubs will need to provide the data, information and insight to allow the Department to decide whether Hubs should be rolled out nationally and if so, what characteristics those Hubs should have and which services they should offer. The pilot will also establish success factors for hubs and a set of case studies and user feedback to support roll out.

The Department is contracting with two separate organisations, one in each pilot region, who will create effective Hub models to address the challenges faced by schools, evaluate what works to address these challenges and put forward enhancements and developments they would make to those models. Having two separate organisations will increase the rate of learning and refinement of the design during the pilot phase. We want to develop a partnership approach to encourage the pilot organisations to innovate, test and learn during the pilot phase and to provide vital information and experience that will allow an effective roll out of the service nationally.

1 Section 1: Overview of requirements and Key Principles of the Service

1.1 Overview of Requirements

The Department's vision is that the Hubs will be a trusted support and advice service to help schools with their more complex procurement activities. Each Hub will be required to communicate with and support all schools in their area, through phone, field based personnel and online services. It is intended that the national Hubs network will offer the following key services:

- Expert, impartial, up-to-date information, advice and guidance – to support schools to achieve best value across all categories of spend and ensure compliance with relevant regulation.
- Help with complex procurement – supporting schools to place good commercial contracts and save money on complex areas, particularly services that are high value and less regularly procured by individual school buyers such as catering, cleaning and maintenance.
- Promotion of local collaboration and aggregation – facilitating schools to harness the economies of scale and increased leverage available through aggregation
- Contract management support to help schools get the best out of their existing contracts, including support with disputes. This support will include provision of tools and templates to support contract management and advice on where to seek specialist support. This service may also include an element of training and upskilling of School Buyers.
- Promotion of other Schools' Buying Strategy initiatives (such as No Waste Nudges, SBM networks etc.) where these are beneficial to the Service User

The Service Provider ("Provider") will need to be able to deliver this range of services predominantly to support Service Users across their Pilot Region. In addition, Service Provider ("Provider") will need to provide a range of supporting and ancillary services including but not limited to:

- a customer relationship management Solution (CRM) and underpinning technologies
- a programme for ensuring high levels of registration with and uptake of the Hubs service
- Multichannel contact centre systems and functionality including web-based and telephony support, social media (where appropriate), and delivery of targeted communications;
- access to specialist procurement advisors

Finally, the Service Provider ("Provider") will be required to capture and provide data and information that can support the Department's development of its Schools' Buying Strategy. This will include, but not be limited to:

- establishing demand level and type of requests for support
- capturing information on school spend
- capturing benchmark costing information for common categories of spend
- capturing data on the level of savings generated by the activity undertaken by the Hub and producing reports on the effectiveness of the approaches deployed.

1.2 Key Principles of the Service

The Department has set a number of key principles that it expects Service Provider (“Provider”) to follow in delivering the service, recognising that the Hubs are there primarily to support schools deliver the best educational outcomes through efficient use of their resources. These are:

1.2.1 Limited Profit Ethos – This refers to the behaviours of the pilot Service Provider (“Provider”) based on the principal that the Schools’ Buying Hubs are not primarily designed to create profit for the Service Provider (“Provider”), but rather to support schools deliver the best educational outcomes through efficient use of their resources. While we are not mandating a “not for profit” model, we are both capping the level of profit that can be earned on the contract to a model level (5%) and encouraging Service Provider (“Provider”)s to deliver the services at a profit level below this where possible. Full details of the cost plus model under which services are to be delivered can be found in Schedule 4 of the Contract.

1.2.2 Vendor Neutrality – This refers to Service Provider (“Provider”) always delivering impartial advice on the Best Deals and guidance to schools, irrespective of the source of those Deals. Service Provider (“Provider”) will need to be able to sign-post to all compliant deals/frameworks irrespective of source. They will need to ascertain the Best Deals as set out in the definition of “Best Deals” by undertaking the appropriate level of analysis and clarifying the schools needs in relation to deals. Service Provider (“Provider”) will need to ensure that they can remain independent in their advisory capacity so there is no commercial conflict. They will be required to demonstrate to the Department’s satisfaction that they will provide impartial advice.

The Limited Profit Ethos will also apply to any earnings generated as a result of directing schools to Deals offered by the Service Provider (“Provider”). Ongoing scrutiny of the objectivity of advice will be applied as part of the contract management process. Service Provider (“Provider”) will need to ensure that they can evidence to the Department that they are operating ethically, offering Best Deals to schools.

In line with this principle of Vendor Neutrality, Hubs will not have contracting authority status. This does not prevent Service Provider (“Provider”) (outside of the service they provide as a Hub) from acting as a (existing) contracting entity. Bidders who already operate as a contracting entity will be required to demonstrate how they can prevent any conflict of

interest to ensure Schools are able to be sign posted to the most effective deals available. This process must to be fully auditable by the Department.

- 1.2.3 Fair access to services** – Service Provider (“Provider”) are required to provide access to services to all schools within the cohort. Prioritisation of services should be taken on an objective basis and made clear to all schools when they sign up to the services.
- 1.2.4 Openness and Transparency** – Service Provider (“Provider”) are required to work openly and collaboratively with key stakeholders including other Hubs in order to promote more effective outcomes through shared learning, the supply markets in order to develop solutions and services more in line with best value and needs of schools, and with the Department to develop a sustainable commercial hub model, and the Department’s wider goal of supporting schools to use their resources efficiently. This approach will be underpinned by effective contract management, partnership working and data sharing
- 1.2.5 Authorised representative** - The hubs should not act as an agent for schools because an agent has the authority to make decisions and enter into contracts on the school’s behalf. This is not appropriate for the hubs. However, the hubs may act as an authorised representative for schools to enable them to negotiate with suppliers on their behalf, but with all decisions and authority remaining with the school.
If, during the pilot, school feedback suggests that the hub acting as agent would support further benefits then this should be discussed with the Contract Manager at that point and would be subject to agreeing a change to the contract.

To reinforce their independent position, our intention is that Hubs will be branded as ‘School Buying Hub’ – followed by the region in which they are based e.g. South West, and not with any company or organisation branding. (Compliant to the most recent Department branding guidelines)

Commercial Considerations

2 Scope of the Service

(The Service Provider (“Provider”) will need to consider the customer/service user journeys for each of the service requirements. It is anticipated that these will form part of the Final Recommendation report)

2.1 Each Hub will provide services within a specified Pilot Region. These Pilot Regions will be a standard government region containing approximately 2750 schools. During the Pilot Phase, the Service Provider (“Provider”) will only be required to provide services to 900 schools within the Pilot Region. An Eligible School within the pilot geographical area is one who has either pre-registered with the Department or is within the target profile within the pilot region. Pilots should offer services to 900 schools made up of target profile as outlined in *Appendix 4*. Subject to agreement between the pilot Service Provider (“Provider”) and the Department it may be possible

to break down eligibility further, in order to meet the needs of the pilot and to test approaches on smaller group. For example, operating some services in a smaller geographic area.

2.2 Following the Pilot Phase, and subject to the Department’s decision regarding continuation to BAU Period, the Service Provider (“Provider”) will be required to extend the services across all the schools within the Pilot Region.

Please see below for regional cohort volumes.

Number of schools in pilot regions:

North West	3,063
South West	2,229

Percentage of schools split by type:

	Primary academy	Primary maintained	Secondary academy	Secondary maintained	*Other academy	*Other maintained
North West	4.3	72.5	9.0	7.8	0.4	6.0
South West	16.1	63.7	10.9	4.2	1.0	4.1

*Other = special schools and pupil referral units (PRUs)

Percentage of total spend by school type:

	Primary academy	Primary maintained	Secondary academy	Secondary maintained	*Other academy	*Other maintained
North West	4	49	21	20	1	5
South West	11	38	34	11	2	4

Percentage of schools in urban or rural local authority areas:

	Urban	Rural
North West	89	11
South West	43	57

2.3 The Department has selected the regions for the School Buying Hub pilot based on the following criteria:

- Each region has strong, established school buyers' networks
- Within each region there is support from School Business Manager (SBM) Networks, suppliers, Head teachers and MAT CEOs
- There is a mixture of rural and urban schools within each region

The two regions chosen are

- South West of England (NUTS 1 UKK Government region) (ITT30237); and
- North West of England (NUTS 1 UKD Government region) (ITT30238).

2.4 The Department recognises that aggregated procurements may take longer to establish than the advice and guidance elements of the service due to the need to connect up School Buyers. Therefore, the Department is open to proposals by bidders to focus aggregation effort in a sub-set of the Pilot Phase schools to "prove the concept" before rolling out the service across the region.

2.5 It is anticipated that the Services will be used primarily by the main buyer in each school and MAT in the region. For schools, this may be the School Business Manager (SBM), Bursar or, in smaller schools, the Head teacher or Office Manager. For MATs this is likely to be the Head of Procurement, Finance Director or Chief Operating Officer.

2.6 Duration of the Contract and Pilot Phase

2.6.1 The contract length includes a 3 month mobilisation period and thereafter four (4) years from the start of service delivery with annual break clauses throughout the duration. However, the initial 15 months will be considered a Pilot Phase and the continuation of the contract after this period, including the anticipated ramp up to a wider geographical region, will be subject to the Department's assessment of the success within the Pilot Phase, the Provider's cost estimate for the remaining years of the contract, the performance of the supplier and confirmation of available funding for the remaining period of the contract.

Important Note: It is possible that the Department will choose to terminate the contract after the Pilot Phase if it does not deem the pilot to have been a success, does not consider the supplier's performance adequate and/or funding is not available.

2.6.2 The Department intends the Mobilisation Phase of the service to commence in November 2017 subject to the award of the contract(s) by the end October 2017. This will provide a 3-month Mobilisation Phase for the service before full commencement of services in the Pilot Phase in February 2018. This will also include time for Service Provider ("Provider") to manage relationships with other suppliers and stakeholders where there are interdependencies across services. The Department may agree a

shorter mobilisation period based upon the Provider's response to supply relevant assurance on the availability of compliant services. However, discussion of any such option will take place during the mobilisation phase and will be subject to agreement of the department.

2.6.3 The Service Provider ("Provider") should note that the Department does not expect all services to be in full operation from the commencement of the pilot. A period in which some services are in operation whilst others are being mobilised is considered acceptable as long as there will be sufficient running during the Pilot Phase to assess the effectiveness of these services. The Department expects full pilot phase services (Implementation) commencing at the latest by 1st April 2018 running over at least 2 full academic periods within the Pilot Phase. Any such phasing of service delivery will be set out in the Provider's mobilisation plan, submitted as part of their tender response.

2.6.4 The operational Pilot Phase (excluding 3 month Mobilisation stage) will run from February 2018 for an initial period of 12 months, ending January 2019. *The Department reserves the right to continue the pilot phase of the contract for a further 3-months at the end of the initial pilot period.* The period of the contract after the Pilot Phase will be the Business As Usual (BAU) Phase

2.7 Decisions Regarding Business as Usual Phase and National Roll Out

2.7.1 Service Provider ("Provider") should be mindful that this is a pilot project and continuation beyond the Pilot Phase is subject to the Department's assessment of the success of the Pilot, the supplier's cost estimate for the remaining years of the contract, the performance of the Supplier and funding availability for the BAU Phase. To support this assessment, the Department will require detailed access to management information, reporting and analysis from the Service Provider ("Provider"). Delivery in the Pilot Phase will involve testing, reviewing and recommending approaches that can be maintained in a sustainable form.

2.7.2 During the 3rd Quarter of the Pilot Phase the Services Providers for both pilots will input into the recommendation report on the BAU phase and national roll-out for approval by the Department. If the recommendation is to continue to the BAU Phase of the contract, and subject to agreement of that recommendation, a process of change management will be implemented to bring service delivery of both pilots in line with the recommendations. The specifications for the national roll out of regional hubs will be designed based on the analysis of the pilot Hubs but may differ from the BAU Period contracts, depending on the findings of the Pilot Phase and the level of change aligning the pilot and national roll-out contracts would require.

2.7.3 Successful delivery of the pilot will be evaluated based on a range of criteria including, but not limited to:

- Level of savings/benefits for schools achieved through the Hubs
- Effectiveness of Hubs at registering schools
- Participation levels of schools
- Service User satisfaction with the service

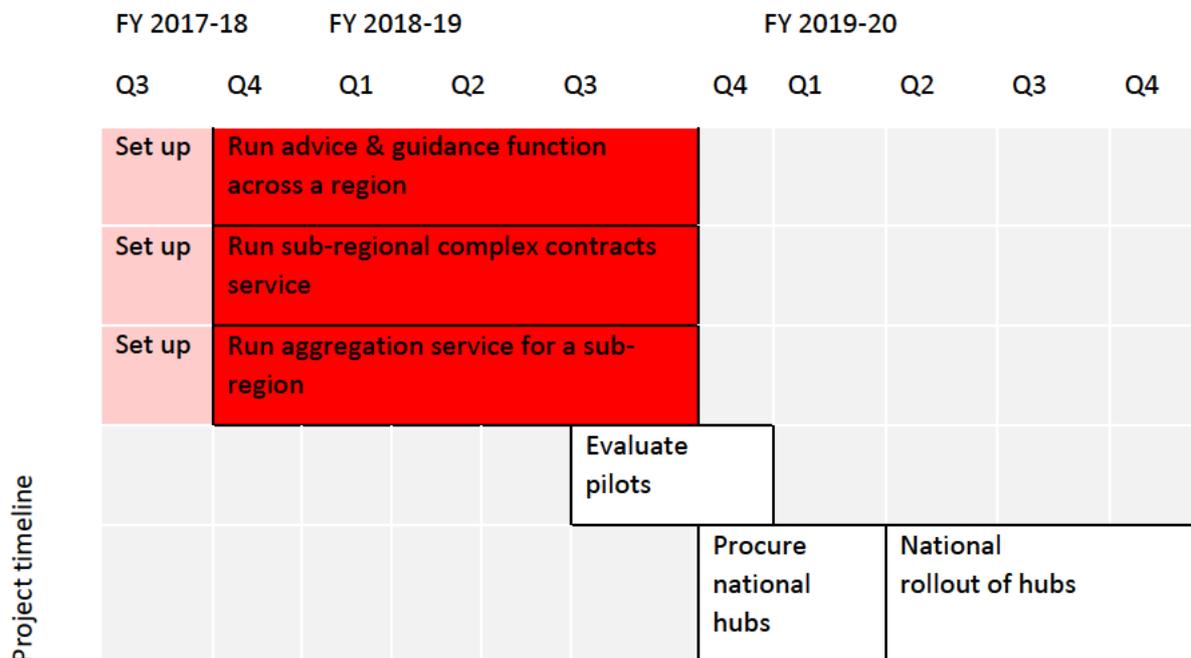
- Stakeholder engagement
- Success in achieving aggregation procurement of goods and services
- Performance against KPIs

2.7.4 Any national roll-out of Hubs will be undertaken through a separate procurement exercise. It is not the intention of the Department to impose any restriction on pilot bidders participating in the national roll out. However, as we intend to create a level playing field for any future bidders, any relevant information collected through delivery of the Hub pilots will be shared with all bidders for the national roll-out to the extent possible.

An indicative timeline for considering the BAU Phase and national roll-out is shown in figure 2 below.

Figure 2: Proposed School Buying Hubs Timeline

Figure 2: Proposed School Buying Hubs Timeline



2.8 Pilot Hubs Budget

The maximum payment for all mobilisation activities and delivery of Detailed requirements 1 to 8 during the first year of delivery is £1.1m per Hub (excluding VAT but including any profit). However, there is an additional amount of up to £200,000 available for projects undertaken under Requirement 9 of the Specification in the first year of delivery. The price for these projects will be agreed on a project by project basis and paid in accordance with Schedule 4.1. *(Process outlined in Schedule 8.1 - Process chart - Specific Bespoke Projects Requirement 9).*

2.9 Payment Structure

(Outlined in Contract schedule 4.1)

2.10 Contract Management and Governance Approach

The contract will be monitored through quarterly reviews with the oversight Board (Steering group) and monthly contract management meetings. These meetings will include review of quarters activities, review of set objectives, satisfaction surveys, data analysis, lessons learnt and agreement on following quarters objectives. Due to the nature of pilot activities this may dictate the prompt discontinuation and start-up of new activities based on demand and outcomes.

The Department expects to work in close partnership with each Hub Service Provider (“Provider”) and anticipates a weekly review of activities throughout mobilisation and pilot implementation stages.

Contract management in the BAU Phase will be agreed between all parties in line with how far the service has developed.

3 Section 2: Detailed requirements

Set out below are the detailed requirements which the Provider will deliver

3.1 Requirement 1. Provision of Advice and guidance (Including templates and tools) to Schools participating in the pilot.

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
1. Provision of advice and guidance (including templates)	1.01	The Service Provider (“Provider”) must provide advice and guidance on all areas of school spend (Non-pay) and procurement to Service Users in the Pilot Region	Please note the volumes of schools the Service Provider (“Provider”) is required to provide services to in line with Requirement 4.
	1.02	The Service Provider (“Provider”) must provide a team of suitably qualified advisors who will work to support eligible clients who have accepted the service, to provide procurement advice in line with pilot	We expect that the level and type of advisory services provided may need to be prioritised (subject to learning from the pilot delivery and recommendations by the pilot hubs on sustainable

		<p>deliverables (Set quarterly). The advice and support given by advisors must be personalised and provided through a casework model of engagement; advisors must be proactive in contacting their supported School Buyers as well as responding to enquiries. Individual enquiries to be responded to personally, impartially and accurately achieving the service levels stipulated in the contract</p>	<p>business operating models).</p>
	1.03	<p>The Service Provider (“Provider”) must be fully flexible with the advisory services provided, in order to meet any changing priorities in the Department approach which may require more or less advisory support for schools.</p>	
	1.04	<p>The Service Provider (“Provider”) must create a range of tendering and contracting templates and tools, and answers to frequently asked questions in order to support their advisory service offering. These should be available online to Service Users. The Service Provider (“Provider”) must refine and update template contracts documentation as required to ensure it is up to date and meets Service User needs throughout the life of the contract.</p> <p>All such documentation and tools should be available to the Department to use to</p>	

		support its Schools' Buying work.	
	1.05	All advisors should have relevant experience of spend categories or purchasing within the education sector. Advice should be developed by experienced procurement professionals, preferably who have first-hand knowledge and experience of the education sector.	
	1.06	Provide personalised, one-to-one advice in response to all requests for support from School Buyers in eligible Schools. Provide support from the point of initial contact through to either successful conclusion or to handover to another specialist advisor within the hub. Advisors must support school's buyers in undertaking the signposted intervention which may include support to resolve any issues with the relevant school's Service Provider ("Provider"). Support may be delivered through a range of delivery methods and communication channels.	We expect each contact, regardless of channel, to encourage and support the enquirer in the most appropriate way, determined by an agreed triage pathway. This will be agreed and refined by the pilot Service Provider ("Provider") in conjunction with the Department. Support and information to be focused on offering the most appropriate next step, as determined by the details they provide
	1.07	The Service must provide a physical regional presence that can provide face to face support to school buyers where this is appropriate. There is a need to have staff available locally for face-to-face activities. However, as part of the solution suppliers may have their backroom	We anticipate the geographical location of the advisory services to be in the region covered by the contract. However, for the purposes of the pilots there may be some scope to flex this requirement, and allowance for a phased introduction of staffing. The Service Provider ("Provider")

		<p>staff remotely located if they wish to do so.</p> <p>The supplier must have ability to apply local knowledge within their advice and guidance.</p>	<p>should note that any costs associated with travel outside of the region must be borne by themselves in the pilot phase.</p>
	1.08	<p>The Service Provider (“Provider”) must ensure that their advice is appropriate by supporting their recommendations with evidence that that the proposed solution represents best overall lifetime value and fit to the school(s) concerned, and that alternatives have been considered, having undertaken appropriate due diligence on each school’s requirement</p>	
	1.09	<p>All advice should be consistent with advice and guidance provided by the Department and must comply with relevant law and regulation including Public Contract Regulations 2015. This includes recommendation of deals and category approaches developed by the department.</p>	
	1.10	<p>Service Provider (“Provider”) must direct Service Users to other organisations where this is appropriate for their requirements, including, but not limited to the Department, Crown Commercial Services and Public Sector Buying Organisations, providing</p>	

		contact details and links as required	
	1.11	Service Provider (“Provider”) must Operate mechanisms to identify, capture and consolidate any relevant trends within schools’ buying behaviour or requirements to escalate for national attention. For example, where the Service Provider (“Provider”) may identify a gap in provision, or where existing deals are not fit for purpose. The Service Provider (“Provider”) must work with the Department and to ensure two-way feedback is provided in a timely fashion.	
	1.12	The Service Provider (“Provider”) will identify and support Service Users to implement savings for schools via advice and guidance that contributes to at least £3.2M per pilot hub (1st year) for all engaged schools within the pilot region.	

3.2 Requirement 2. Provision of advice and guidance to support complex contracting activities

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
2. Provision of advice and guidance to support	2.01	The Service Provider (“Provider”) must deliver support to eligible schools undertaking Complex	

<p>Complex Procurement activities</p>		<p>Procurement (which may include support with complex contract management issues such as contract renegotiation or dispute).</p> <p>During the Pilot Phase the Department requires the Service Provider (“Provider”) to make support on Complex Procurement available to a minimum of 240 schools. These schools will be those who request support on Complex Procurement and should be identified on a “first come first served” basis subject to ensuring that the range of schools supported meets the appropriate mix of schools types and characteristics set out in Appendix 4 .</p>	
	<p>2.02</p>	<p>Service Provider (“Provider”)s must have an EU compliant e- tendering system to support and operate under licence on behalf of schools the ability to publish aggregated /complex procurements that are above PCR2015 thresholds</p>	<p>The role of the Hubs Service Provider (“Provider”) is not to create new deals for schools but to recommend and support schools to use existing best value EU compliant deals where appropriate. We believe that many schools do not currently have access to e- procurement tools that allow them to undertake procurements over the OJEU threshold in compliance with the regulation. However, we don’t currently know how frequently this is required. We have asked bidders to provide access to schools to an e-procurement tool that will give them the ability to undertake such procurements. The complexity of the tool and</p>

			<p>whether or not support with the tool is provided is for bidders to determine based on their model of advice.</p>
	<p>2.03</p>	<p>The Service Provider (“Provider”) must provide a team of qualified advisors who will work directly on a 1:1 basis to support eligible Service Users. The advice and support given by advisors on complex procurements must be personalised and provided through a casework model of engagement. Advisors should have relevant experience of spend categories/purchasing within the education sector.</p> <p>The Service Provider (“Provider”) must have the capability and capacity to provide face to face support for schools where this is appropriate or required to support them with their complex procurement.</p> <p>Support available should include (but not be limited to):</p> <ul style="list-style-type: none"> • Regulatory compliance • Requirement identification (including demand management) • Specification writing (and template or standard specifications where appropriate) • Benchmarking of existing costs. • Advice on contractual terms (and provision of standard terms and conditions where appropriate) 	

		<ul style="list-style-type: none"> • Advice on routes to market • Guidance and support on the use of framework agreements or other national or regional contracts • Advice, guidance and support on tendering and tender evaluation, where this is the most appropriate sourcing route • Advice and support on contract management including dispute resolution and contract re-negotiation <p>Expertise available to schools should include (but not be limited to) the following categories:</p> <ul style="list-style-type: none"> • ICT services • Cleaning/Caretaking • Catering • Utilities • Ground maintenance • Building maintenance 	
	2.04	<p>The Service Provider (“Provider”) will identify and support Service Users to implement savings for schools of at least £3.2M per pilot hub (1st year) for schools within the pilot region, . Savings targets in future years will be set in line with the scale of the Service User group and the findings of the pilot phase.</p>	<p>The savings may be generated through any of the services provided by the supplier under this contract. Details of the savings methodology will be proposed by the supplier and developed and finalised with the supplier during the pilot phase.</p>

3.3 Requirement 3. Proactive encouragement of aggregated and collaborative procurement

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
3.Proactive encouragement of aggregated and collaborative procurement	3.01	<p>The Service Provider (“Provider”) must provide support for schools to generate improved value for money through aggregation opportunities.</p> <p>During the Pilot Phase the Department requires the Service Provider (“Provider”) to make support on aggregation activity available to a minimum of 240 schools. Service Provider (“Provider”) should ensure that the range of schools supported meets the appropriate mix of schools types and characteristics set out in Appendix 4.</p>	We anticipate that these schools will be a mixture of those identified by the Service Provider (“Provider”) through proactively identifying opportunities for regional or local aggregation, and Service Users who directly approach the Hub with an opportunity for aggregation.
	3.02	The Service Provider (“Provider”) must identify opportunities for local and regional aggregation, including regional aggregation for participation in national deals created by Crown Commercial Services (CCS) and other PSBOs where they exist.	We anticipate that Service Provider (“Provider”) will also need to encourage and develop regional and local supply routes to promote best deals for schools
	3.03	The Service Provider (“Provider”) must encourage schools (who may not themselves be existing service users) to engage with and sign up to aggregated deals, where this provides an opportunity for them to achieve improved value for money.	
	3.04	The Service Provider (“Provider”) must provide a team of qualified advisors who	

		<p>will work directly with Service Users to support and encourage aggregation activity, where this provides an opportunity for improved value for money for schools. The advice and support given by advisors on aggregated procurements must be personalised and provided through a casework model of engagement. All advisors should have relevant experience of categories /purchasing within the education sector. The Service Provider (“Provider”) must have the capability and capacity to provide face to face support for schools where this is appropriate or required to support them.</p>	
	3.05	<p>The Service Provider (“Provider”) should review the aggregation opportunities they have identified and determine the spend categories with the largest opportunities for local and sub-regional aggregation. These findings should be shared with the Department for use in its wider Schools’ Buying work.</p>	
	3.06	<p>The aggregation support should not include acting as the contracting party for purchases. Schools should enter into their own contract with the supplier on the agreed terms and delivery, with invoicing and payment being between the supplier and the school. The Service Provider (“Provider”) should work with the lead school (if any) to support them to put contractual</p>	

		arrangements in place on behalf of on other schools participating in the aggregation.	
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3.4 Requirement 4. On-boarding of participants at pilot and full regional rollout stages (marketing)

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
4. On-boarding of participants at pilot and full regional rollout stages	4.01	<p>Service Provider (“Provider”) must establish relationships with School Buyers at least 900 eligible schools by the end of the Pilot Phase.</p> <p>Once the required number of schools to participate within the pilot (900) has been reached, any schools still meeting eligibility must be recorded on the Service Provider (“Provider”)s’ CRM for contact to participate beyond the pilot phase. Supportive written communication in relation to next steps for the Hub Pilots must be provided to ensure active engagement and prevent any reputational damage. Any messaging by the Hub providers will need to be in line with Departmental messaging</p> <p>If the hub provider does not take on a school they should instead point them to other sources of information e.g. DFE resources, PSBOs, NASBM.</p>	<p>A proportion of pre-registrations are expected in direct response to the Department communications prior to commencement of the pilots. However, the Service Provider (“Provider”) is expected to lead on any additional marketing that may be required in order to achieve the targets of school types within the pilot scope.</p> <p>The Department will work in partnership with the Hub Service Provider (“Provider”) to assist with marketing the Pilot Hub services to schools within the region. An agreed joint promotion plan for each region will be agreed with the winning bidders early in the mobilisation period</p> <p>If the Hub provider wishes to take on more schools than the 900 or</p>

			<p>more in a specific category of school than the quota, they are free to do so. They may choose to because there is a sensible aggregation opportunity or because there is an opportunity to save money for that school. However, there is no obligation to do so and there is no additional funding available to do so. Any such decision should be discussed with the contract management team prior to taking on the school.</p>
	4.02	<p>The Service Provider (“Provider”) should proactively target School Buyers in their region who are eligible for support, to encourage awareness and uptake of this service. Eligible participants to be fully informed of and encouraged to take up the offer of advisor support, with an ‘accept/decline’ outcome. Where schools decline support, the Service Provider (“Provider”) should have means to capture reasons for non-participation</p>	<p>On boarding schools outside of the region can be undertaken where there is a logical reason to do so. However, we would not expect this to represent a significant proportion of the schools participating in the pilot. In the situation where a Multi-Academy Trust has some schools in the region and some schools outside, those schools outside may be included so that the MAT is able to purchase for all its schools. Similarly, if there is an aggregation opportunity arising from the geographical proximity of schools, and some schools just</p>

			over the regional boundary would benefit from the aggregation, then they should not be excluded just because they are over the regional boundary. Such exceptions should be discussed with the contract management team as and when they arise.
	4.03	The Service Provider (“Provider”) should have a clear mechanism to rapidly identify an enquirers eligibility for the pilot Hub support.	
	4.04	The Service Provider (“Provider”) must provide the options for those registered schools to unsubscribe from communications via all/some channels, and for communications to be suppressed as desired. Schools must be given, through each communication, the option to cease receiving communications via the relevant channel, or through all channels. All schools who have provided notification to the Service Provider (“Provider”) or via the Department, must be taken out of communications	
	4.05	Service Provider (“Provider”)s must work with and support the Department during their mobilisation phase to harness and maintain interest from School Buyers who register an intention to use the service. This support should include guidance for potential Service Users on the scope of the service and any	

		steps they can take to prepare for launch.	
	4.06	After the Pilot Phase, the Service Provider (“Provider”) must actively recruit and on board the remaining schools in the region, subject to any changes to eligibility criteria as determined by the Department.	<p>The Pilot Phase will help the Department and Service Provider (“Provider”) ascertain the likely demand for Hub services as well as the potential return on investment. This will inform any changes to the eligibility criteria that the Department may make following the Pilot Phase.</p> <p>The Service Provider (“Provider”) will need to have a flexible service that can deliver adherence to such changes</p>

3.5 Requirement 5. Provision of a multi-channel access point

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
5.Provision of a multi-channel access point	5.01	The Service Provider (“Provider”) should offer multiple communications channels for enquirers, registrants and Service Users, which should include telephone contact agents and may include web chat and social media support, mobile messaging apps and other new and emerging technologies.	The Service Provider (“Provider”) will be expected to trial and refine the most appropriate methods of communication through the timeliest and most appropriate channel as well as incorporating any new technologies as they emerge.

	<p>5.02</p>	<p>The Service Provider (“Provider”) will need to set up a telephone contact number and adequate incoming /outgoing lines for the service. (This number will need to transferable to the Department at the end of service provision to ensure continuity of supply).</p> <p>This service should have sufficient capacity to handle high volumes of calls and contacts at peak times of the day and year, in response to hub and the Department marketing and activity peaks.</p> <p>Call charges for these numbers must be at local call rates or lower.</p> <p>Data protection statements to be clear and consistent, and used in all calls</p> <p>The telephone contact service must be available as a minimum between 08:00-18:00 Monday to Friday except bank holidays. Opening hours must be clearly communicated to service users. Out of hours the inbound calls must be provided with details of opening hours and details of where guidance might be obtained online.</p> <p>A polite and helpful Service User helpdesk service must be provided to all, not only to pre-registered pilot participants but to eligible and non-eligible enquirers.</p>	
	<p>5.03</p>	<p>All records must be updated during/following each contact with the Service User.</p> <p>100% of the first line inbound voice calls must be recorded and</p>	

		<p>25% of the outbound case related voice calls should be recorded.</p> <p>Voice calls must be stored for a minimum of 2 years, and made available to the Department in a standard format on request. All recordings must be securely stored in accordance with data security requirements set out in Schedule 2.3 of Document 3.</p>	
	5.04	<p>Regular and effective quality assurance on all communications channels must be carried out to ensure that Service Users receive accurate and timely advice; are encouraged to register with the service if they have not done so; and are positively received and signposted to the appropriate next steps.</p> <p>Service Provider (“Provider”)s must provide facilities for users to give immediate feedback on the service they have received across all channels and interactions (including the point of registration)</p> <p>The Department may undertake external quality assurance through call monitoring and ‘mystery shopping’, which may be completed by the Department or third parties. The Service Provider (“Provider”)’s systems must allow remote call monitoring to facilitate this.</p>	
	5.05	<p>Staff must be fully trained and assessed before handling live calls and chats. Flexibility across the enquiry channels is preferred.</p>	
	5.06	<p>All visual or written communications and communication channels must have the Department and</p>	<p>The Department will agree the branding to be applied to collateral within each Hub region.</p>

		<p>Regional Buying Hub branding in line with the Department guidance. Branding must be in line with the Department brand guidelines see <i>Appendix 7</i>. (Online Branding will need to be in line with the GDS service manual and Gov.UK templates https://www.gov.uk/service-manual/design) This will need to be maintained by the Service Provider (“Provider”) and services can be developed throughout the Pilot Phase to support the outcomes of the pilot and national roll out. As a minimum capability (start of the pilot phase) this should comprise of “services to be offered” and “contact us” capabilities.</p>	
	<p>5.07</p>	<p>Any digital communications channels will need to be developed in accordance with the GDS service standards. The development process itself and any proposed portal will be subject to approval by the Department and may also require Cabinet Office (GDS) approval. The IPR for any assets developed will rest entirely with the Department. The Department reserves the right to specify that any assets developed must be hosted within the Department domain, and to take over the upkeep and maintenance at any point in the term of the contract. Content should be available for migration to alternate Service Provider (“Provider”)s or the Department should circumstance dictate.</p> <p>Any proposed third-party solutions must use open standards, meet minimum accessibility standards</p>	<p>Initially the expectation is that this will reside on the pilot Service Provider (“Provider”)’s platform, with the ability to develop content as the pilot develops.</p> <p>The Department hopes to develop a schools’ buying platform, to act as a single communication conduit to link schools with existing advice/guidance and tools. At this stage we are unable to provide any further detail. Currently the Department’s and CCS’s main digital interface is on gov.uk.</p> <p>Each Service Provider (“Provider”) will be expected to link their own service offering to</p>

		(WCAG-AA, ideally higher) and be capable of hosting up to OFFICIAL-SENSITIVE level data within the EEC, and ideally within the UK, in accordance with the Department's data security requirements (see Document 3, schedule 2.3).	<p>this platform, should this be in place at some point during the duration of the contract.</p> <p>The Service Provider ("Provider") should carefully consider browser compatibility for any online communication channels, understanding that some schools may be using older browser technology</p>
	5.08	Service Users should be provided with confirmation of the action to be taken or advice provided following each interaction with the Hub. This should include the named advisor and a specified time frame for any action.	
	5.09	The Service Provider ("Provider") must have the capacity to undertake ad-hoc surveys in line with UK data protection regulations using outbound calls or online formats to specified numbers of clients as required by the Department as part of pilot deliverables, and provide outcome reports	
	5.10	Social media enquiries must be responded to within agreed timeframes during working hours; all responses created by the Service Provider ("Provider") to be professional and accurate, with the tone appropriate to the channel and using correct spelling, grammar and punctuation. (As per	

		Government/Department social media & branding guidelines: https://www.gov.uk/government/publications/social-media-guidance-for-civil-servants)	
	5.11	Due to the nature of a pilot, the demand for the Hubs services is unknown. The Service Provider (“Provider”) must be able to scale their operations up or scale down in line with demand in order to meet the required standards of support to eligible Service Users.	

3.6 Requirement 6. Data management (CRM, Contracts database)

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
6.Data management	6.0	<p>The Service Provider (“Provider”) must operate a real time enquiry ticketing and Customer Relationship Management (CRM) system.</p> <p>The Service Provider (“Provider”) will capture within their CRM system, as a minimum, for each Service User:</p> <ul style="list-style-type: none"> • Name of School Buyer • Address/contact details, • Type and location of school • Whether they are part of any SBM network <p>The Service Provider (“Provider”)’s CRM solution must include a means of tracking registrants’ progress to outcome, ensuring that critical steps and stages they reach/need to take are recorded on the database</p>	<p>Microsoft Dynamics compatibility – as part of the Department’s modernisation programme, there are plans underway to consolidate all of the Department’s CRM systems on to a single Microsoft Dynamics 365 platform at some point in the future.</p>

		<p>(including outstanding/open calls and their results)</p> <p>All data will be stored in a fully integrated database that allows the Service Provider (“Provider”) to undertake the correct type of intervention with the School Buyers, at any point, irrespective of communication channel, and drive the most beneficial outcomes with the school. (Including use of a contracts database to record school contracting information)</p>	
	6.0	<p>The Department will own all data contained within the Service Provider (“Provider”)’s database(s) used in the delivery of the Hubs (see Document 3, section 16.1.b).</p> <p>All data must be transferred on request or upon exit to either the Department or another Service Provider (“Provider”), as determined by the Department.</p>	
	6.0	<p>The Department’s data security requirements (see Document 3, schedule 2.3) must be met and maintained in the Service Provider (“Provider”)’s CRM and/or database solution(s). This should include evidence of the Service Provider (“Provider”)’s conformance to the ISO27001 standard (or equivalent) and being capable of hosting up to OFFICIAL-SENSITIVE level data within the EEC, and ideally within the UK.</p>	

		Any CRM solution must use open standards and meet minimum accessibility standards (WCAG-AA), ideally higher.	
	6.0	<p>The Service Provider (“Provider”) will work with any third party communication product delivery partner of the Department, to ensure any changes or new additions are incorporated and fully tested within their database.</p> <p>The Service Provider (“Provider”) will incorporate any changes as they emerge from the Schools’ Buying work being undertaken by the Department including initiatives to facilitate the collection of data on the interventions and advisory services.</p> <p>The Service Provider (“Provider”) must ensure that improvements and upgrades are made to the database(s) as necessary to deliver the service effectively and to meet the Department’s reporting requirements.</p>	
	6.0	The Service Provider (“Provider”) must ensure that Service User data, behaviour and analytics information (including analytics for offline customer journeys) can be transferrable from the Service Provider (“Provider”)’s CRM tool to the Department’s iteration of Dynamics 365.	
	6.0	<p>The Service Provider (“Provider”) must work with the Department to agree robust and secure mechanisms for the importing, storing and exporting of any data.</p> <p>All processes and mechanisms must comply with data protection</p>	<p>The Service Provider (“Provider”) should consider how data integrity will be maintained between their solutions and other data sources, such as Edubase.</p>

		regulations (see Document 3, section 20) and the Department's security management requirements (see Document 3, schedule 2.3). This includes appropriate segregation of data and maintaining availability / portability of data throughout the Hubs pilot and contract exit.	
	6.0	<p>The Service Provider ("Provider") must provide a mechanism for remote access to the Service Provider ("Provider")'s CRM system and database(s) to allow the Department the facility to:</p> <ul style="list-style-type: none"> • monitor registrations and activity including real time information on school types, performance, volumes and interest along with activity levels and durations (See 6.01) • analyse data • access reports 	
	6.0	<p>The Service Provider ("Provider") must ensure all registration data provided is accurate and securely imported to a secure database hosted by the Service Provider ("Provider").</p> <p>Access to the database must provide suitable validation so that users can only register once with the same key details.</p>	Identity and Access Management (IdAM) compatibility – there are plans underway to rationalise all of the Department's external user access via a single, strategic IdAM solution at some point in the future.
	6.0	The Service Provider ("Provider") must have a valid Cyber Essentials certification	This can be completed on sid4 gov https://sid4gov.cabinetoffice.gov.uk/
	6.1	The Service Provider ("Provider") must ensure that their systems can or could have the functionality to enable financial transactions from Service Users.	The main pilot outcome is to develop a sustainable commercial and business operating model for the national hub programme (which at this stage is

			undefined). There is a possibility that schools may be required to make payments (subject to future review of pilot), therefore functionality to enable financial transactions making payments directly to and from schools may be a requirement, along with recording any such payments against each schools record.
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3.7 Requirement 7. Reporting requirements (Continuous improvement, Service User insights, End of pilot recommendation report)

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
7.Reporting requirements	7.01	<p>The Service Provider (“Provider”)s will record all savings generated by Hub activities. Each saving should be allocated to a school and the following information should be recorded:</p> <ul style="list-style-type: none"> • Value of the saving and timing of the saving (e.g. one off or annual recurring saving) and whether the saving has been achieved or is in the pipeline • intervention type (with savings from general procurement advice and guidance, complex contracts services and aggregation savings separately identified) • type of saving (e.g. cost avoidance, cashable saving etc.) 	<p>The Department has estimated that the Hubs could provide £3.2M per pilot hub (first year) of savings for all engaged schools within the pilot region. The purpose of the pilot is, in part, in order to determine whether the savings are achievable and to help shape approach. To support this analysis, the Service Provider (“Provider”) will need to capture details of all savings they are able to generate through their work with schools within the pilot, whether in year or over a longer time</p>

		<ul style="list-style-type: none"> • details of how the saving has been calculated • whether it is an estimated saving or verified • brief details of how the saving was achieved (e.g. switched to cheaper supplier, improved specification, renegotiation of existing contract etc.) • whether one of the Department’s deals or initiatives was involved in the saving <p>The Service Provider (“Provider”) will record any non-financial benefits for schools generated by their activity.</p>	<p>period as these are important to schools.</p> <p>Based on the information captured, the Department will determine whether the savings identified are genuine savings for schools.</p> <p>The Department recognises that the benefits generated for schools will not be solely financial or actual savings - the Department wishes to capture and understand the value added by the Hubs in both financial and non-financial benefits. These may include improved quality or service, additional value or volume for the same cost, reduction in time or resource requirements for schools.</p> <p>The final savings methodology will be developed with the suppliers during the pilot period. An initial methodology for savings recording (measurement and allocation) cashable and non-cashable should be proposed by the supplier in their response to the tender. (Document 9). The Department will work</p>
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			with suppliers over the pilot to refine this in line with solution offered, the practicality and viability of capturing accurate data, and the incentives on bidders to support schools to achieve best outcomes
	7.02	<p>Service Provider (“Provider”)s will undertake satisfaction surveys on all the services provided. A satisfaction rate of at least 75% (during the Pilot Phase) across all services delivered is required.</p> <p>The Service Provider (“Provider”) will provide facilities for users to give feedback on the service received across all channels; to be collated and reported; in order for this to be factored in to continuous improvement of the services. Feedback should be requested immediately, and reflect the Service User’s experience to this point (including the point of registration).</p> <p>The Service Provider (“Provider”) should provide outcome reports from all user surveys undertaken on a quarterly basis.</p> <p>Participant feedback from the pilot interventions must be captured through the Service Provider (“Provider”)’s CRM system, and shared with the Department on request</p>	
	7.03	The Service Provider (“Provider”) must identify at least five examples of support	

		<p>or guidance that have resulted in material savings or other benefits for a Service User and create case studies that may be used by the Department. The case studies should represent a range of the services offered by the Hub including general advice and guidance, complex procurement and aggregation.</p> <p>The case study must, as a minimum, contain the name of the school, a description of the contact between the school and the Hub, the work carried out by the Hub for the school, savings made and a quote from the school buyer. Additional details of the case study must be made available to the Department on request to enable the Department to ensure that the case study is suitable for its purposes. Agreement for use of the Case Study by the Department from any schools or school buyers involved in the case study should be provided and evidenced.</p>	
	7.04	<p>The Service Provider ("Provider") should implement a system of continuous improvement. Evidence will be provided to the Department, at regular reviews, of how issues have been identified and how they have been addressed. The Service Provider ("Provider") must use data gathered from delivery to inform their recommendations for improvements.</p>	<p>Any data capture undertaken by the Hubs directly with schools should support the bespoke nature of each school's understanding, capability and availability. Solutions should support data collection from all school cohort types to ensure that the full picture is captured and not skewed towards those schools who have data readily available or a more sophisticated</p>

		<p>The Service Provider (“Provider”) should provide the Department with advisory support on its Schools’ Buying Strategy work utilising Service User insights that are gained from interactions. The Service Provider (“Provider”) will need to proactively assist with insight gathering from pilot participants, including, as a minimum, data on spend and suppliers used by Service Users, exit surveys with all service users who have received 1:1 advisory support, those who wish to discontinue receiving 1:1 support, and for those clients who are not engaged.</p>	<p>understanding of their business operations.</p>
	<p>7.05</p>	<p>The Service Provider (“Provider”) will provide monthly reports on:</p> <ul style="list-style-type: none"> • registrations (including a breakdown by type of school and location), • implementation of services (Pilot Phase only) • interactions with service users (including by communication channel and any patterns in terms of timing of inbound contacts), • outcomes (including savings, other benefits and unsuccessful outcomes), • the type and frequency of topics raised by general enquirers, (segmented by communication channel). • Data required to assess achievement of KPIs 	<p>Reports will be reviewed as part of the ongoing contract management work throughout the contract.</p>

		<ul style="list-style-type: none"> • Progress against the minimum 240 schools supported in each of complex procurement activity and aggregation activity • improvements to the Service proposed or implemented • Progress against project specific objectives (Pilot Phase only) • Activities on which open book accounting will be performed • The numbers and types of best deals developed using localised/regional supply base • Programme report by the third Business Day of the month, summarising the previous month's activity and highlighting upcoming activity. Including those project specific activities (Requirement 9). This report to be delivered prior to the contract management monthly meeting between the Service Provider ("Provider") and the Department. • The future pipeline of contract interventions (As identified by data within their contracts database) <p>The Service Provider ("Provider") will provide a weekly summary report on:</p> <ul style="list-style-type: none"> • New registrations (and registration enquiries) 	
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		<ul style="list-style-type: none"> • volume of enquires • caseload volumes including cases closed and outstanding • Average time to close call (By call type) • Operational update (Pilot phase) including monitor of available support versus demand <p>The Service Provider (“Provider”) will provide annual reports on:</p> <ul style="list-style-type: none"> • Performance and operational issues (as per regular monthly reports and meetings), wider resource considerations, strategic planning, updates from stakeholder engagement that the Service Provider (“Provider”) has lead, and Service User journey and insight recommendations. This report to be delivered prior to an annual meeting between the Service Provider (“Provider”) and the Department (in January of each year) <p>The Service Provider (“Provider”) will provide adhoc reports on: -</p> <ul style="list-style-type: none"> • Issues & Risks escalation: All issues/risks affecting service delivery to be reported immediately to the Department, and incident reports 	
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		<p>submitted within 2 Business Days.</p> <p>The format of these reports will be agreed with the Department so that analysis can be undertaken across both pilot Hubs.</p>	
	7.06	<p>Throughout the Pilot Phase the Service Provider (“Provider”) will need to provide additional ad hoc or regular reports as required by the Department to support its assessment of the success of the pilot Hubs. Additional reports are likely to include the type of service request and any non-actionable contacts (with reasoning).</p> <p>The format of these reports will be agreed with the Department so that analysis can be undertaken across both pilot Hubs.</p>	<p>All additional/new reports requested by the Department for discrete areas of activity to be quality assured and received by the Department with 2 Business Days of request</p>
	7.07	<p>The Service Provider (“Provider”) must deliver a comprehensive end of pilot report outlining and evidencing sustainable commercial operating models that could be used at the basis for an effective national roll out. Draft recommendations will need to be available for review by the Department from month 7 of pilot operating (August 2018) and finalised by month 9 of the pilot operations (October 2018)</p>	<p>The Department will use this report, along with the report produced by the sister pilot Hub Service Provider (“Provider”) and evidence from the Department’s contract management team to determine the shape of the national roll out of the hubs programme</p>

3.8 Requirement 8. Ways of working (stakeholder’s /Contract management)
Please see table 3.8.1 below for list of stakeholders

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
8. Ways of working (stakeholders)	8.01	The Service Provider (“Provider”) will work collaboratively with any third party stakeholders, incorporating the delivery of existing and new initiatives and recommending improvements or changes to develop a seamless delivery model to schools.	
	8.02	<p>The Service Provider (“Provider”) must support delivery of the Department’s Schools’ buying strategy and its emerging work streams through successful and timely promotion of the guidance and interventions to Service Users.</p> <p>The Service Provider (“Provider”) must ensure that Hub advisory support operates seamlessly with other school buying strategy initiatives, as and when they change or become available, and ensure that schools are positively influenced to adopt appropriate behavioural change and smarter working practices.</p> <p>The Service Provider (“Provider”) to work collaboratively with all the Schools’ Buying Strategy suppliers to provide seamless support to Service Users.</p>	
	8.03	The pilot Service Provider (“Provider”) to proactively and in a timely fashion engage with the Department regarding pilot and	

		in-year performance, highlighting any issues which impact on this, and work with the Department to address and overcome issues	
	8.04	The Service Provider (“Provider”) to cooperate and positively engage with any quality assurance or evaluation process for the Hub services required by the Department	
	8.05	The Service Provider (“Provider”) will work in collaboration with the Department’s School Buying category teams and the Hubs to ensure that sourcing and benchmarking activities are not duplicated; and that they are able to provide appropriately evidenced recommendations to schools	<p>Initially this will be the central team and the other Pilot Hub. However, behaviours will need to extend to working with other national hubs when in operation</p> <p>Feedback from the hubs will be essential to the DfE category teams in developing and improving their Category Strategies. The category management teams will need access to the data collected by the hubs to support this.</p> <p>A programme of engagement with DfE Category team, Crown Commercial Services and the winning bidder will be agreed after contract award.</p>
	8.06	The Service Provider (“Provider”) must proactively drive inter-agency activity with Department and school stakeholders, where stakeholders support/deliver	

		elements of the end-to-end Service User journey. This activity is likely to include but not limited to the stakeholders listed in the table 1 below.	
	8.07	The Service Provider (“Provider”) should support the Department aspiration to upskill and train SBM’s/SB’s in relevant areas of procurement. This should be done through directing to the Department guidance and advice, development of supporting templates and tools, along with facilitated training	Where the supplier identifies a gap in skills that, if addressed, could support schools to achieve better value for money, they may choose to address that gap through provision of training. This is not mandatory but it is an acceptable way to address the requirement and therefore we have included it within the specification. The type of training delivery will be left to the Hubs to specify and include use of all training formats. Professional qualifications, such as MCIPS or similar recognised qualifications, are not expected to be delivered through this contract.
	8.08	Service Provider (“Provider”) will need to ensure they support their purchasing recommendations with evidence that alternatives have been considered and how the proposed solution represents best overall lifetime value to the school(s) concerned. (Vendor Neutrality). The Service Provider (“Provider”) should note that the Department reserves the right to undertake	Note: that potential bidders with their own deals will not be excluded from bidding but upon winning the contract, the Service Provider (“Provider”) must always recommend the best value deal, not just their own. Suppliers who would normally market their

		<p>the necessary due diligence into those processes and their ongoing scrutiny throughout the contract.</p> <p>The Service Provider (“Provider”) should have a mechanism to outline any existing and emerging potential conflicts of interests ,and how they can ensure that their proposed business operations can demonstrate the required integrity throughout the contracted period</p> <p>Suppliers must not sell their own commercial products as part of any communications with schools for hub activities. Sales of products and services outside of hub activities must, under no circumstances, be sold under the DfE or Schools Buying Hub brand. The Hub provider must ensure appropriate separation and safeguards within their organisation and systems (if applicable) such that the activities, information and data relating to the hubs is kept entirely separate to any commercial activity being undertaken by your organisation.</p>	<p>products to schools in the region may continue to do so, so long as those conducting such activity have no access to information received through hub activity and the products are in no way marketed as being related to the hub or endorsed by the DfE.</p>
	8.09	<p>The Service Provider (“Provider”) will provide a dedicated Account Manager who will be responsible for running the service and acting as our day-to-day liaison and accountability point. Governance and contract management arrangements including regular contract management meetings and reporting requirements will be</p>	

		agreed within the first month of the contract.	
	8.10	<p>The Service Provider (“Provider”) will attend monthly meetings with the Department and the provider of the sister pilot to report on performance and developments. Weekly meetings with the contract manager will be agreed.</p> <p>Service Provider (“Provider”) will need to host and attend regular external stakeholder meetings with SBM Networks, framework providers and local supply markets</p>	<p>Development and operations meetings – as required and agreed between the Service Provider (“Provider”), the Department and other agencies delivering elements of the SBM/SB’s Service User journey.</p> <p>The Service Provider (“Provider”) will need to occasionally meet with the Department and inter-agency third party solution providers, where technology and solutions develop during the course of the contract</p>

Table 3.8.1 - Stakeholders list

Stakeholder	Relevance
Primary and secondary schools (maintained/SATs/MATs)	The level of awareness and adoption of the buying hubs’ services by this group will be a main factor in determining the effectiveness of the pilots
National Association of School Business Management (NASBM)	This organisation can help to promote the services of the hubs through its regional and local links as well as providing peer-to-peer support
Association of School and College Leaders (ASCL)	This organisation can help to promote the services of the hubs through its regional and local links as well as providing peer-to-peer support
National Association of Head Teachers (NAHT)	This organisation can help to promote the services of the hubs through its regional

	and local links as well as providing peer-to-peer support
Crown Commercial Service (CCS)	This organisation will be a provider of framework deals for schools to access
Public Sector Buying Organisations (PSBOs)	This group will be a provider of framework deals for schools to access
Private sector framework service providers	This group will be a provider of framework deals for schools to access
Local authorities	This group will represent maintained primary and secondary schools
Local authority commercial services teams	This will group will be a provider of framework deals for schools to access
Schools' suppliers	This group will be existing suppliers for schools procuring goods and services
Teaching unions	This group will take an interest in how the hubs will help to avoid reductions in frontline services through more efficient procurement
Third party designer and creator of the proposed Digital Buying Tools	This organisation will design and create the Digital Buying Tools that schools will use to access suppliers, catalogues and compare pricing on particular products
Third party maintainer of the Proposed Digital Buying Tools	This organisation will provide ongoing maintenance of the Digital Buying Tools, including uploading catalogues and validating purchasing information, etc.
Charitable organisations	Organisations providing support services to schools
Third party providers for schools' buying strategy initiatives or those of CCS	Organisations who may deliver elements of the schools' buying strategy or those of CCS

3.9 Requirement 9. Project specific (Additional to basic service requirements as set out in requirements 1- 8)

Overarching Requirement	Ref	Service Provider (“Provider”) will be required to deliver the following services : (Obligation)	Notes- on service delivery
9. Additional Projects	9.01	Service Provider (“Provider”) will be required to undertake specific bespoke projects as determined by the Department throughout the pilot phase to test a range of approaches to deliver, to gain insights into Service User behaviours or data or undertake sector analysis.	<p>Each project will be agreed individually through a process (See Ref Appendix A1 – (ITT Appendix 9) - Process chart - Specific Bespoke Projects Requirement 9. The full cost of each of these projects will a be agreed on a project by project basis, and paid monthly.</p> <p>There is no guarantee that the £200k will be spent on projects if no appropriate projects are identified.</p>

4 Section 3: Delivery Milestones

Subject to the mobilisation plan identifying any phasing of service and subsequent approval in contract by the Department the Pilot must be ready to mobilise from November 2017 and to deliver from February 2018.

5. Section 4: Data Handling

5.1 See Schedule 2.3 for full details of the data handling requirements

5.2 As the successful Service Provider (“Provider”) will receive data regarding potential clients throughout the course of this contract, they must adhere to data security standards (i.e. how and where it will store this data, how it will plan to dispose of it once the contract has expired) as outlined in the attached Terms and Conditions within the Contract

5.3 The Provider will be required to submit a security plan that explains how you will ensure that departmental and personal data, including historic data, will be protected, including a risk assessment, within 30 days of contract award.

5.4 The Provider will be expected to provide a strategy to ensure data will be appropriately transferred and disposed of in line with all relevant government standards.

SCHEDULE 2.2
PERFORMANCE LEVELS



KPIs are set out in **Table 1** below.

Performance against the KPIs will be reviewed during monthly Performance meetings.

During the Pilot Phase failure to meet the KPIs will not attract Service Credits. However, after the Pilot Phase, failure to meet the KPIs will attract service credits.

The Department reserves the right to amend and refine the KPIs over the period of the contract in line with the Public Contracts Regulations 2015. A review of the appropriateness of the KPIs will be undertaken annually and any changes will take effect from the anniversary of the commencement of the Operational Service Commencement Date.

TABLE 1

KPI	Measurement Period	Performance Measure	How measured	Service credit value (applied at end of every 12 month period from Operational Service Commencement Date)	Impact Rating	KPI Service threshold	Notes
1	Quarterly; trajectory for monthly monitoring to be agreed based on Pilot Targets	An agreed minimum of 900 schools registered in relevant cohorts, (including 240 schools registered for complex and aggregated support) during the pilot phase of the contract. Therein a target will be specified annually with the Service Provider ("Provider"). Initially based on performance recommendation from pilot outcomes.	225 schools signed up per quarter	Greater than 95% of target achieved per quarter Between 95% and 85% of target achieved per quarter Between 85% and 75% of target achieved per quarter Less than 75% of target achieved per quarter	None 2 3 4	less than 65% of target achieved per quarter	If the supplier has exceeded the cumulative targets for the previous quarters, this excess can be counted against the current quarter. For example, if by the end of quarter 2 600 schools have been signed up (i.e. 150 more than the target for quarter 2), the supplier need only sign-up a further 75 schools in quarter three to meet its quarter three target. If the supplier has failed to meet the targets in previous quarters, this underachievement is not carried forward

							into future quarters. For example, if by the end of quarter 2 only 400 schools have been signed up (50 less than the target), the target sign up for quarter three remains 225 (not 225 + 50).
2	Quarterly	Minimum 75% of (user satisfaction) customer survey respondents', each quarter, to report that they have been actively engaged and appropriately advised following contact with the service	Quarterly user satisfaction results	Greater than 75%	None	less than 50% of target achieved per quarter	[Detailed survey details to be developed]
				55-75%	2		
				Less than 55%	3		
3	Annually	Savings of £3.2m delivered in the pilot year (Jan-Dec 2018). Target for subsequent years to be increased	Reported every quarter but measured by end of Dec each year	Greater than 95% of target achieved	None	less than 70% of target achieved per quarter	
				85-95% of target achieved	4		
				Less than 85% of target achieved	5		

		proportionately in line with the expansion in the scope of delivery					
4	Project Specific	Project specific objectives and any appropriate KPI to be agreed mutually as developed with Pilot Service Provider (“Provider”) and DfE subject to delivering pilot outcomes. To be set and reviewed quality during the Pilot Phase	TBC on a project specific basis	TBC on a project specific basis	TBC on a project specific basis	TBC on a project specific basis	TBC on a project specific basis
5	Monthly	Timely and accurate invoices to be submitted to DfE within 3 business days of the end of the relevant charging period (month)	100% per month	Less than 100% of target achieved per month	2	more than 1 occurrence /quarter	

6	Monthly	Estimates of invoices to be submitted to DfE by the final business day of the relevant charging period (month)	100% per month	Less than 100% of target achieved per month	1	more than 1 occurrence /quarter	
7	Monthly	100% of all customer complaints received , will have a resolution/next steps provided in writing to client in line with suppliers agreed complaints procedure	100% in line with suppliers complaints procedures (TBC)	Less than 100% of target achieved per month	2	more than 1 occurrence /quarter	
8	Monthly	complaints received account for less than 1% of signed-up schools	Number of complaints received compared to number of schools signed up to the service	Complaints received account for less than 1% of signed up schools	None	greater than 10% in any quarter	
				Complaints received account for more than 1% of signed up schools	3		

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9	Per Request	DfE requests for information to be supplied within 1 Business day, where this is to support a parliamentary question or similar individual request	100% compliance for each Request	Less than 100% compliance with timescales-	1	Not applicable for service threshold	Service credits will be applied on a monthly basis based on any incidents within that month
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SCHEDULE 2.3

SECURITY MANAGEMENT

In this schedule the following expressions shall have the meanings set out below:

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>a level of security clearance described as pre-employment checks in the National Vetting Policy.</p>
<p>“CESG”</p>	<p>is the UK government’s National Technical Authority for Information Assurance. The website is http://www.cesg.gov.uk/Pages/homepage.aspx</p>
<p>“CESG IAP” “CESG Information Assurance Policy Portfolio”</p>	<p>means the CESG Information Assurance policy Portfolio containing HMG policy and guidance on the application of ‘security assurance’ for HMG systems.</p>
<p>“CTAS” ”CESG Tailored Assurance”</p>	<p>is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks.</p>
<p>“CPA” “CESG Product Assurance”</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry.</p>
<p>“CCSC” “CESG Certified Cyber Security Consultancy”</p>	<p>is CESG's approach to assessing the services provided by consultancies and confirming that they meet CESG's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors.</p>

<p>“CCP” “CESG Certified Professional”</p>	<p>is a CESG scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors.</p>
<p>“CC” “Common Criteria”</p>	<p>the Common Criteria scheme provides assurance that a developer’s claims about the security features of their product are valid and have been independently tested against recognised criteria.</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p>
<p>“Data” “Data Controller” “Data Processor” “Personal Data” “Sensitive Personal Data” “Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Act 1998</p>
<p>“Department’s Data” “Department’s Information” “Authority Data”</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including: (a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Provider by or on behalf of the Department; or (ii) which the Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;</p>
<p>“DfE” “Department”</p>	<p>means the Department for Education</p>
<p>“Departmental Security Standards”</p>	<p>means the Department’s security policy or any standards, procedures, process or specification for security that the Provider is required to deliver.</p>

<p>“Digital Marketplace / GCloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.</p>
<p>“FIPS 140-2”</p>	<p>this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled ‘Security Requirements for Cryptographic Modules’. This document is the de facto security standard used for the accreditation of cryptographic modules.</p>
<p>“Good Industry Practice” “Industry Good Practice”</p>	<p>means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>“Good Industry Standard” “Industry Good Standard”</p>	<p>means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>“GSC” “GSCP”</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>
<p>“HMG”</p>	<p>means Her Majesty’s Government</p>
<p>“SPF” “HMG Security Policy Framework”</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p>
<p>“ICT”</p>	<p>means Information and communications technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution</p>
<p>IS5</p>	<p>this is HMG Information Assurance Standard No. 5 - Secure Sanitisation issued by CESG</p>

<p>“ISO/IEC 27001” “ISO 27001”</p>	<p>is the International Standard for Information Security Management Systems Requirements</p>
<p>“ISO/IEC 27002” “ISO 27002”</p>	<p>is the International Standard describing the Code of Practice for Information Security Controls.</p>
<p>“ISO 22301”</p>	<p>is the International Standard describing for Business Continuity</p>
<p>“IT Security Health Check” “Penetration Testing”</p>	<p>means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.</p>
<p>“Need-to-Know”</p>	<p>the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.</p>
<p>“OFFICIAL” “OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.</p>
<p>“Security and Information Risk Advisor” “CCP SIRA” “SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the CESG CESG Certified Professional Scheme</p>

1. The Provider shall have achieved and must retain certification at the appropriate level under the HMG Cyber Essentials Scheme. Where the Provider will provide ICT products or Services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 September 2014, or any subsequent updated document, are mandated; that “Providers supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
2. The Provider shall be able to demonstrate that they have a valid cyber essential certification or conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
3. The Provider shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Provider has an existing Protective Marking Scheme then the Provider may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
4. Departmental Data being handled in the course of providing the ICT solution or service must be segregated from other data on the Provider’s or sub-contractor’s own IT equipment to both protect the Departmental Data and enable it to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Provider and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data.
5. The Provider shall have in place and maintain physical security and entry control mechanisms (e.g. door access) to premises and sensitive areas and separate logical access controls (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
6. The Provider shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
7. Any electronic transfer methods across public space or cyberspace, including third party provider networks must be protected via encryption which has been certified to a minimum of FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
8. Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Paragraph 9 and 10 below.

9. Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the Provider or (sub-)Providers providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
10. All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the Provider or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
11. Whilst in the Provider's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure waste paper organisation.
12. When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.
13. At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Provider's ICT infrastructure must be securely sanitised or destroyed in accordance with the current HMG policy (HMG IS5) using a CESG approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Provider or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
14. Access by Provider or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" and the appropriate level of security clearance, as required by the Department for those individuals whose access is essential for the purpose of their duties. All employees with direct or indirect access to Departmental Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personnel Security Standard (BPSS).

15. All Provider or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information. The Provider shall, as a minimum, have in place robust and ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might be, or could lead to, a disruption, loss, emergency or crisis. When a certificate is not available it shall be necessary to verify the ongoing effectiveness of the ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures, to the extent that the Provider must have tested/exercised these plans within the last 12 months and produced a written report of the test/exercise, outcome and feedback, including required actions.
16. Any non-compliance with these Departmental Security Standards for Providers, or other Security Standards pertaining to the solution, or any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
17. The Provider shall ensure that any IT systems and hosting environments that are used to hold Departmental Data being handled, stored or processed in the course of providing this service shall be subject to an independent IT Health Check (ITHC) using a CESG approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
18. The Provider or sub-contractor providing the service will provide the Department with full details of any actual storage outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management or support function from outside the UK. The Provider or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
19. The Department reserves the right to audit the Provider or sub-contractors providing the Service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Provider's, and any sub-contractors, compliance with the clauses contained in this Section.
20. The Provider shall contractually enforce all these Departmental Security Standards for Providers onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.

SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

Regulated Activity

In relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

In relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

21. The Provider will put in place safeguards to protect children and vulnerable adults from a risk of significant harm which could arise from the performance of this Contract. The Provider will agree these safeguards with the Department before commencing work on the Contract.
22. In addition, the Provider will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Contract in a Regulated Activity. Providers must have a DBS check done every three years for each relevant member of staff for as long as this Contract applies. The DBS check must be completed before any of the Provider's employees work with children in Regulated Activity.
23. The Provider shall immediately notify the Department of any information that it reasonably requests to enable it to be satisfied that the obligations of this Schedule 2.3 paragraphs 21-24, have been met.
24. The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that it or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

SCHEDULE 2.4

INSURANCE REQUIREMENTS

1. Public Liability Insurance £10m
2. Professional Indemnity Insurance £10m
3. Employer's Liability Insurance £10m

**SCHEDULE 3.1
PROVIDER'S TENDER RESPONSE**



Department
for Education

Any tender attachments referenced in this response are part of this contract and are kept for reference, if needed, as part of the management of this contract

The Mobilisation Project Plan provided as part of the Provider's tender will form the basis from which the initial stages of the project will be monitored and managed. This document is kept for reference if needed as part of the management of this contract.

Bidding Organisation	2buy2 Schools Procurement Hub Consortium
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Section	Question
1.1 On-boarding of participants at pilot and full roll-out stages (2%) Please refer to Requirement 4 in the Tender	1.1a) Please describe how you will achieve the minimum of 900 eligible schools engaged and using the hub's services during the Pilot Phase of the Contract. Within your response please ensure that you cover: <ul style="list-style-type: none"> • The rate at which you expect to on-board schools and how you will handle any schools that are waiting to be on-boarded • How you intend to market the services offered by the hub to potentially eligible schools • How you will ensure the range of types, sizes and locations of schools required in the specification (Appendix 4). • How you will identify schools requiring support with Complex Procurement and Aggregation Word Count: 2000

<p>Specification for information when compiling your response</p>	<p>Attachments: Please list all attachments which support your response to this question here</p> <hr/> <p>Respond to question here</p> <p>Within 1 month of the contract starting 2buy2 will deliver a landing page with information regarding the Hub, the types of services that will be available through it and the ability for schools to pre-register for the service. The first imperative in delivering this service is to make it as simple as possible to use. We will install within our CRM system publicly available information relating to schools including such information available through Edubase. This will enable the school registration process to be simplified, provide a simpler data checking system for those who register and allow us to establish who can and who can't pre-register or register for the service based on their geographical location.</p> <p>The number of early registrations is difficult to quantify. We are however confident that our plan to engage with the DfE and key external stakeholders such as NASBM and NAHT, alongside targeted press releases within the education sector and region, will enable us to attract both the right numbers and types of schools to the service within the timescales of the pilot. The activity already undertaken by the DfE prior to the start of the contract in pre-registration of schools will also support the pilot hitting the ground running. Press releases, Notes through marketing comms channels and information provided to key contacts in SBM networks will further support early engagement. It is envisaged that through this approach we will have around 150 schools registered with the service by the launch in February 2018. Our targets for delivery are as follows:</p> <p>300 eligible schools registered by 30th April 2018</p> <p>500 eligible schools registered by 31st July 2018</p> <p>900 eligible schools registered by Dec 2018 with a waiting list of eligible schools ready for BAU phase.</p> <p>Schools that register, and are eligible, for the service will be offered the opportunity to have an initial 30 minute consultation with a member of our Purchasing Help Desk to</p>
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understand their requirements and how they could best make use of the service for their organisation (School, Academy, MATs). Once we have achieved the 900 schools, the details of other eligible schools will be recorded within our CRM system and they will be communicated to, both in the run up to, and once the Business As Usual phase has begun.

Once a school has registered online, they will be able to select a time for a call in the next 2 weeks or be able to call in directly themselves during working hours to the Purchasing Help Desk. We will ensure that a minimum of 40 call slots are available each day between the hours of 8 and 6 pm. Our use of existing data will enable us to understand the type of school (primary, secondary, academy, state, faith, pupil numbers, and location) before they call. This initial call will then be much more targeted to their needs and serve to provide schools with a simple and clear understanding of the appropriate ways in which the service can support them, where they can find out more information and in particular will identify the appropriate level of support that the schools might require. In terms of the pilot deliverables, the initial call will enable us to provide advice and guidance for any immediate issues the school may have as well as identify any potential opportunities to undertake a purchasing health check, aggregated or complex procurement or other tender and contract management support that may be appropriate. Where larger opportunities (i.e. a MAT) or category specific opportunities are identified then a follow up conversation will be arranged with the appropriate team member e.g. local School Relationship Manager or category specialist.

In terms of ensuring other schools are aware of the service, we will take the opportunity during the initial call to ask whether they would like one of our locally based School Relationship Managers to attend any local school networks they are in. Where a school doesn't wish to receive further support the team will request information as to why they do not feel it is required and record that information within CRM for reporting purposes.

Marketing of the service

In the first 3 months we will undertake a number of activities to engage potential service users (SBMs, MAT CFOs etc) in using the Hub. We will meet with the DfE in early November to develop early promotional material providing an overview of the Hub service for promotion through key stakeholders and comms channels. We will engage with NASBM and NAHT to identify opportunities for promotion of the service at appropriate regional conferences and the provision of webinars. Through our bid partners (the Church of England and Church Marketplace), we will actively engage with faith schools in the region to promote the service launch date across faith schools and develop promotional material to distribute across both faith and non-faith specific SBM networks promoting the service and the opportunity to register in advance. We will support this early promotion with the delivery of a targeted social media campaign to people who work in schools in the region through twitter, facebook and potentially LinkedIn. We will also look to promote some webinars regarding the scope of the service towards the end of the pre-launch phase to both encourage pre-registration and to raise awareness of the services that will be available.

In the first 6 months after launching we will proactively engage with the SBM networks to create opportunities to attend network meeting(s). Our approach as a business is very much 'consult, don't sell'. To that end the delivery of this service fits extremely well with the way we deliver procurement services across 2buy2. In addition to providing schools with a good overview of the Procurement Hub, our use of category managers as School Relationship Managers will also enable us to deliver some category specific training and advice sessions to the SBM networks This enables them to immediately see benefits of working with the Hub. Given the timeliness of academy schools and MAT budget setting, we will specifically target those eligible for the service in the period from Feb-May 2018.

Beyond the first 3 months of the Launch, marketing activity will focus on the promotion of case studies gathered during the early stages of the pilot to provide 'proof of concept' to those schools in the region that haven't signed up.

Our 'Consult, don't sell' approach means that we will use the advice and guidance provided as a way to identify additional areas for support. This will enable service users to move through their levels of engagement with the Hub from registered,

	<p>through to browsing or downloading information and finally to seeing the Hub as a valuable and trusted resource of support.</p> <p>The full website will launch in early February and will include the ability for schools to request support on running tenders in key categories where we have category managers in place. Complex and Aggregated procurement opportunities will be identified through the delivery of the purchasing health checks as we gather data on contract end dates. Our School Relationship Managers who are based in the region will also look to identify networks of school business managers who would be interested in working together collaboratively on procurement opportunities, in particular where local service delivery is an important factor.</p>
	<p>1.1b) Please describe your proposed mechanism for rapidly identifying enquirers who are eligible for support during the Pilot Phase.</p> <p>Within your response please ensure that you cover:</p> <ul style="list-style-type: none"> • How you will maintain the interest of those enquiring schools who are not eligible or not selected for participation in the pilots <p>Word Count: 1000</p>
	<p>Attachments: Please list all attachments which support your response to this question</p>
	<p>Respond to question here</p> <p>Pre-loading publicly available school information means that any school that registers for the service online will be automatically identified as being within the region or not. To ensure that no erroneous registrations occur, the Hub customer service team will monitor and review all registrations. Where a potential Service User calls in to the Hub our customer service team will request details of the school and perform a verification using data within CRM that the school is eligible. In the initial stages of the pre-launch website and for the first few months of the launch, it is likely that all schools who register will be allowed to access the service if they are eligible. As registration</p>

numbers grow we will use the data we hold on schools (type, size, location, status etc), and the conversations our Purchasing Help Desk team will have with them to determine the profiles of schools that are registering for the service. We will then review and analyse that data against the data we have for the whole region.

We will liaise closely with the Department for Education throughout the pilot to ensure that we are working with a representative group of schools to enable the pilot to be successful. Where we find that certain subsets of the schools in the region are not proportionally represented within the registrants we will develop specific marketing activity to seek to engage those types of schools.

We will work closely with the Department for Education to determine whether it would be appropriate at any point to close registrations to potentially eligible schools within the region or whether we would continue to allow them to register for the service and notify them post-registration that the pilot service is currently fully subscribed and when the service will be available to new subscribers (in the Business as Usual phase).

When schools that are not eligible contact the customer service team in the Hub directly, the Hub team will log their details and record their information within the CRM system but mark them as not eligible. These schools will be kept up to date with progress of the Hub through an email update regarding the services of the Hub provided quarterly to all non-eligible schools. We will also notify them of any appropriate aggregated procurement activities that they may be able to collaborate in.

When eligible schools register for the service pre-launch they will receive an email providing an overview of the services available through the Hub and the timeframes in which they will become available. We will also look to undertake a series of specific emails in the build up to, and immediately after, the launch of the Hub to pre-registered schools to serve as reminders.

Throughout our communication plan for schools they will be given the option to remove themselves from our mailing list and our database should they wish to via simple 'click to unsubscribe' options.

	<p>Service providers who have registered for the service but are unable to access it during the pilot due to oversubscription or being ineligible will continue to have the option to receive regular communication updates regarding the activities of the Hub, success stories and case studies to maintain their interest before the Business As Usual phase begins and they are able to access the Hub services.</p>
<p>1.2 Provision of a multi-channel access point (5%)</p> <p>Please refer to Requirement 5 in the Tender Specification for information when compiling your response</p>	<p>1.2a) Please describe your proposal for the multi-channel communications access point for enquirers, registrants and Service Users.</p> <p>Within your response please ensure that you cover:</p> <ul style="list-style-type: none"> • How you will ensure there is sufficient capacity to handle the volume of enquiries and how this may be scaled up or down to meet demand • How you will record and store communications • How your communications channels will be developed in accordance with GDS standards • How your communication channels will be developed and personalised in accordance with individual schools requirements • How your solution supports a tailored experience to the client, and how this could support development of trust and satisfaction • Any industry standard processes that are followed <p>Word Count: 2000</p> <hr/> <p>Attachments: Please list all attachments which support your response to this question here</p> <hr/> <p>Respond to question here</p> <p>2buy2 currently operate a multi-channel access point service to over 12,000 registered users that is scalable as required. We are therefore confident that we can provide an efficient and effective service to the DfE that will meet the requirements of School Buyers and other key stakeholders allowing them multiple routes to engage with the Regional Schools Buying Hub.</p>

2buy2's multi-channel communication access points will include:

Telephone Help Desk Service

Incoming calls from School Buyers will be channelled according to specific need of the caller, e.g. questions about registration, interest in an advertised aggregated procurement opportunity, or a specific complex procurement requirement. The help desk phone system is scalable to cater for additional call volumes during peak times (currently up to 8 operators and this can be expanded if necessary). As well as assigned dedicated telephone advisors, there will be ability and flexibility across the Hub team that will allow short term surge capacity should the need arise.

At the start of the conversation, the user will be asked if they have registered. If they have not, they will be encouraged to do so (this will not prevent any advice been given), if they have registered then the customer service advisor will be able to search their details on CRM for an awareness of any previous contact or interest in deals. This will enable a more tailored call to the individual and for the advisor to offer the most relevant advice and guidance. Every call is logged on CRM with a date stamp and name of advisor. Follow up actions are created; e.g. case creation to assist issue resolution or opportunity creation where a customer is interested in a particular deal. The user will be provided with the name of the advisor they have contacted and the timeframe for any following actions. Towards the end of the conversation, the School Buyer will be invited to stay on the line to complete a survey in order to gather immediate feedback on the service.

Each 2buy2 advisor will have received general procurement training prior to taking up an advisor position. Scripts will be utilised to ensure consistency and accuracy of information as well as ensuring regulatory obligations are met including data protection statements. The advisors will be able to support schools with general procurement support and information on the pilot. Where users require additional services or more complex issues, they will be signposted to the most suitable contact for specialised assistance, tailored to the individual need.

The Telephone Help Desk Service will be available through a local phone rate number dedicated to enquirers, registrants and service users of the Hub service. It will be provided available 8am to 6pm Monday to Friday (excluding bank holidays). If necessary, during busy periods, this service is scalable to provide an 8am to 8pm service. Out of hours calls will be handled via an answer phone message with a request to call back during office hours (stated on the call) or to email a dedicated email address. Hub office hours will also be clearly stated on the website contact us page.

The function of this service is to provide a front line telephone access point for School Buyers.

Information provided will include:

- Details on the pilot
- Guidance on how to register.
- Response to website queries e.g. can't login.
- Provide information on regional SBM networks.
- Log cases and opportunities and provide updates.
- Signpost to relevant internal and external resources depending on enquiry type.

All incoming and outgoing calls to the General Help Desk and Procurement Support Desk will be recorded and securely stored for at least 2 years as per the Department's requirements.

Availability of service (presuming contract award in late October):

November 2017: Phone number provided with limited service (9am to 5pm). Details of schools interested in joining the pilot will be logged and they will be offered guidance on the scope of the service and steps they can take to prepare for launch.

January 2018: Full service available. This will be scalable across the team, additional support is scheduled to be added within the first quarter but uptake will be closely monitored to ensure scale up / down is actioned promptly if required.

Email

All emails sent by our team will be personalised and our use of [REDACTED]

[REDACTED] This enables us to tailor emails to groups and personalise the content of emails as required including drawing specific reference to the individual (Dear Jane rather than Dear Mrs Smith or 'To whom it may concern') and their specific situation e.g. including the school name in the email content and reference to specific categories of interest.

Website

2buy2 will create and manage a regional School Buying Hub website. This will be securely hosted in [REDACTED]. We have a dedicated IT development team and a strong relationship with an external web design company to ensure surge capacity if required.

Subject to the information being publically available, we have the ability to enter the key details of all schools within the region – school name, address, contact number and propose to do this in order to ease the registration process.

Key resources available on the web communication channel will include:

- Overview of the pilot
- Clear guidance on how to register
- Clear guidance on how to "Contact US"
- Information on deals.
- Never and Always checklists.
- FAQ page
- A (moderated) Message Board to answer technical questions viewable by other registered School Buyers. Popular answers can be added to the FAQs page.
- No-Waste Nudges suggestions and examples.
- Details of networking events
- On-line training modules

- Key procurement document templates

Web Chat

2buy2 will initially trial web chat functionality and monitor usage of this communication channel. If successful this will be added as a permanent feature. Ongoing, we would monitor School Buyers' usage of the web chat and the telephone helpline service in order to best balance resource. As necessary we will scale up/back on these separate channels in order to offer the most effective service.

My Account Page

The Hub website will include a personalised My Account page for registered users. On this page, users will have the ability to hold key contract information e.g. contract end dates, contact information, Purchasing Health Check report etc. As well as a useful resource for the current School Buyer allowing recording of their specific contract details, this will ensure an easy transfer of key contract information when there are personnel changes.

Following all web registrations, the user will be immediately directed to a survey page in order to gather feedback on the registration process, deals that are of interest, whether the user is a member of an SBM network, do they have a specific complex procurement need, and other relevant information to ensure particular needs of each school are catered for.

Availability of service (presuming contract award in late October):

November 2017: Availability of a landing page providing an overview of services to be offered during the pilot, offering the ability to log interest, and a contact telephone number.

January 2018: Launch of regional Hub website

February 2018: Launch of web-chat functionality.

Social Media

2buy2's social media Hub presence will initially focus on Facebook, LinkedIn and Twitter. Interaction will be reviewed and additional channels added if thought to be of benefit to School Buyers. A process of trial, measure, refine will inform the best use

of social media during the pilot. Social Media channels will be reviewed daily to ensure prompt response.

Availability of service (presuming contract award in late October):

January 2018: Social Media Campaign begins.

School Relationship Manger

Where a school requires additional attention, e.g. around complex or aggregated procurement, School Relationship Managers (SRM) are available for on-site visits, on-line video calls, or standard calls. The SRM will be an experienced procurement professional and will be able to offer advice and guidance relating to specific, more complex procurement issues. SRMs will be available Monday to Friday, 9am – 5pm generally but may, in exceptional circumstances, be available for earlier meetings at schools if required before the school day starts.

Training

School Relationship Managers will host training on topics ranging from basic procurement to complex procurement strategies and regulation. These events will be tailored to cater for a spread of procurement understanding ranging from no experience to procurement professionals.

These events will be made available to best suit the requirements of School Buyers; that may mean a presentation at a SBM network event or an online presentation. Programmes will be tailored to ensure all needs are met and that School Buyers feel engaged and can make informed procurement decisions, helping to cultivate trust and confidence in the Hub initiative.

Availability of service (presuming contract award in late October):

January 2018: 1 School Relationship Manager within the region in place.

An additional School Relationship Manager based within the region is due to be in place by April 2018, however if resource requires scale up before then 2buy2 will look

to bring forward this appointment and Category Managers are adequately trained to be in a position to manage School Buyers requirements in the interim prior to the additional appointment.

Visual / Written Communication

Following engagement with SBM network groups and the Department to understand School Buyers specific needs, 2buy2 will develop relevant visual written material to aid promotion and engagement of the School Buying Hub. This will include:

- Services offered
- Case Studies
- Buying Guides
- Key procurement documents
- Never and Always checklists

2buy2 will work with the Department's Engagement Team as well as the marketing officers of our partners within the Church of England and Catholic schools in order to effectively distribute this material and encourage engagement.

Branding will be in line with the GDS service manual and Gov.UK templates. Information will be controlled, adhering to ISO27001 standards and Cabinet Office approval will be requested as necessary.

2buy2 is very aware that the environment that School Buyers work within varies greatly across the region dependent on individual school setting. We are also aware procurement knowledge, capability and experience vary. With all the communication channels listed above, there will be consistent focus on understanding individual School Buyer's needs and tailoring the service to suit them. The initial registration and survey is key to this. There will be opportunity for the user to indicate where they believe they require support, we can then support them within their areas of need and also bring to their attention other areas of the service that they be unaware of but could also greatly help their school. These communications channels will be developed to ensure two way communication is as easy as possible and encourages engagement.

We are conscious building trust in a new initiative takes time but we believe by providing a first class advisory service and efficient support with procurement projects, trust and confidence in the service will follow. 2buy2 also intends to fully engage with all SBM networks within the region and seek their direct input in the service that will lead to network members becoming positive ambassadors throughout the region to support the Hub initiative. We will support these ambassadors with marketing material so they can be confident in explaining the scope of the Buying Hub and the support it offers to schools.

1.2b) Please describe how you will undertake regular and effective internal and external quality assurance across all the proposed communications channels.

Within your response please ensure that you cover;

- How you will provide facilities for users to provide immediate feedback on services
- How you will provide remote access to systems to allow the Authority to undertake quality assurance will be provided
- How staff will be trained to handle enquiries

Word Count: 1000

Attachments: Please list all attachments which support your response to this question here

Respond to question here

2buy2 will implement the following to ensure a consistently high level of quality across the range of communication channels:

Telephone

- All helpline staff will be trained by internal CIPS qualified managers to ensure they can confidently deal with general customer queries and are well informed on where to signpost for more complex issues.
- All helpline staff will be provided with scripts as necessary to ensure accurate

and consistency of information and that regulatory requirements are met e.g. data protection statements.

- All incoming and outgoing calls will be recorded and retained as per the Department's requirements including storing of calls for a minimum of 2 years in compliance with data security policy. These will be remotely accessible to audit by 2buy2 staff and relevant Department personnel.
- A "mystery call" will be made to each team every 2 weeks. This call will be reviewed and feedback provided to the staff member to ensure a consistently high level of customer service.
- At the end of each meaningful call there will be the opportunity for the customer to provide feedback on the service.
- The Department will have the ability to remote access calls should they wish to perform their own audit. Full instructions on how to remote access will be provided prior to the commencement of the pilot.

Website

- The Hub landing page / website will require director level sign off prior to go live as well as Department approval.
- Any website development will be first created and tested within a dedicated development environment and require senior management sign off prior to release. All development will adhere to 2buy2's Change Management policy governed by ISO27001.
- All design / branding will be in line with the GDS service manual and Gov.UK templates.
- Key functionality on the website e.g. enquiry form, will be tested once a week.
- Contact details will be clearly visible on the website should a user experience any issue with the site.
- Website is monitored 24/7, any downtime triggers an immediate alert to the 2buy2 IT department.

Social Media

- Only authorised personnel will be provided with login details in order to post on social media. Passwords will be changed in line with ISO27001 compliance standards.
- Social Medias will be monitored daily to ensure all posts are responded to and the channel is not abused by externals.

Visuals / Written Communication

- All material will be developed in line with the GDS service manual and Gov.UK templates.
- All material will require senior management sign off prior to release as well as Department approval.
- All documents will be controlled as per ISO27001 standards.

Surveys

- All surveys will be developed in line with the GDS service manual and require senior management sign off prior to release.
- All survey will be created and managed by a limited authorised staff.
- Passwords for survey tools will be changed in line with ISO27001 compliance standards.

Training Events

- All training material will be developed and reviewed by CIPS qualified 2buy2 procurement professionals prior to release.
- Procurement training will always be provided by qualified procurement staff.
- Feedback forms will be utilised to ensure training meets School Buyers requirements and identifies areas of improvement.

In additional to the above CRM will be audited to ensure adequate notes / actions are being taken to ensure a positive customer experience. Access will also be available

	<p>to the Department in order to undertake independent checks by using assigned licences to access CRM.</p> <p>CRM and all other hosted solutions are based on 2buy2's own hardware secured within [REDACTED] [REDACTED] [REDACTED]. 2buy2 is Cyber Essentials certified, PCI Compliant and conducts quarterly penetrations testing. All School Buying Hub processes and mechanisms will comply with relevant data protection regulations and government protocol</p> <p>During the pilot stage, a monthly Quality Performance report will be produced to ensure the Hub is offering a quality and effective service to schools. Where improvements are identified these will be controlled within 2buy2's change management system, in line with ISO27001 standards.</p>
	<p>1.2c) Please describe how you will ensure all written and visual communications will have the Department and Regional Buying Hub branding in line with Departmental guidance; and how all digital communications will be developed in accordance with the Government Digital Service (GDS) service standards, as well as the branding guidelines as at:</p> <p>https://www.gov.uk/government/publications/social-media-guidance-for-civil-servants</p> <p>Word Count: 1000</p>
	<p>Attachments: Please list all attachments which support your response to this question here</p>
	<p>Respond to question here</p> <p>Before any marketing of the Hub takes place, we will develop a clear marketing plan and seek sign off and approval of it by the DfE. The marketing plan will provide an overview of the material that will be produced as part of the Pilot Phase and all branding will need to be agreed by DfE in advance of the plan being signed off. The current guidelines provided as part of this tender provide a clear understanding of</p>

what the DfE require in regard to branding of the Hub and associated written and visual material. We will ensure that we adhere to the Departmental guidance by operating a three stage process for sign off of any materials. Stage 1 will be final sign off of the marketing content from a technical perspective by our procurement team. Stage 2 will be sign off from our marketing officer that it meets the requirements of the DfE guidelines and that the messaging is consistent with both the Hub service and the specific campaign it relates to. Stage 3 will be sign off by senior management that it is suitable for release. Where possible, and deemed appropriate by the DfE, we would like to include a fourth stage of sign off which is sign off by the DfE.

All campaigns (digital, social media or hard copy material) produced by the Hub will be agreed in advance as part of the agreed marketing plan for the Hub. Our marketing Officer will be familiar with all relevant service standards in accordance to the Government Digital Service and will be responsible for ensuring compliance. All campaigns will also be signed off by a senior manager within 2buy2.

2buy2 will develop a website to enable users to access the online services of the Hub. This website will be developed in line with the GDS standards and will be hosted and maintained to the required levels. There is the potential for the service to develop its digital offering during the course of the pilot and we would ensure that all future developments beyond the initial sign off both complied with the GDS standards and was approved by the DfE in regards to any branding visible on the site. We would develop the website in a sandbox environment for testing purposes and to enable the DfE to sign off any changes prior to them going live. All websites development will be tested in a range of browser environments and be backwards compatible with previous browser versions where possible.

Our website will integrate with our CRM system to give an excellent customer experience and all data held within the website will be stored in the UK in accordance with DfE requirements. All third parties used to develop specific software by 2buy2 will also hold information in compliant ways. Our website and data will be hosted on servers which meet the requirements of Official-Sensitive Level within the UK.

<p>1.3 Data management -CRM, contracts database (5%)</p> <p>Please refer to Requirement 6 in the Tender Specification for information when compiling your response</p>	<p>1.3a) Please provide details of the proposed real time enquiry ticketing and customer relationship management system (CRM), capturing the minimum Service User information as set out in requirement 6 of the Tender Specification. Please supply a diagram that complements your description.</p> <p>This should include:</p> <ul style="list-style-type: none"> • An outline of the proposed technology stack for any CRM and/or database solution(s), including any 'pattern commentary' describing the user interactions with technology solutions. • Details on compatibility and interoperability with Microsoft Dynamics 365 and how you will allow the Department remote access to the CRM and contracts database. <p>Word Count: 1500</p>
	<p>Attachments: 1.3a_RSBH_CRM_Diag</p>
	<p>Respond to question here</p> <p>2buy2 will deliver a CRM system to the Schools Buying Hub by the end of January 2018. 2buy2 use ██████████, which is open-source, customisable and scalable to meet any demand. There are standard support packages in place to facilitate the migration from ██████████ to Microsoft Dynamics that can be employed when the Department decides the migration date. Where required, in line with the requirements of the tender, we will incorporate any changes required by the DfE including initiatives to facilitate the collection of data on the interventions and advisory services however the cost for these unknown activities are not covered within our existing project delivery costs.</p> <p><u>Capturing Data</u></p> <p>Service Users will be captured on CRM via 2 major routes:</p> <ol style="list-style-type: none"> 1. Registering on the School Buying Hub website. When a service user registers on the website, this will automatically create an Account record (for the school) and contact record (for the School Buyer) on the CRM system.

2. Manual registration by Customer Service team. If a service user calls in, the Customer Service team can manually create an account and contact record.

Registrations are unique, restrictions are currently in place to limit single use of key details including email address. If an unregistered customer calls in for assistance, we will encourage them to register.

User Information:

Initial Registration

- School Name Pre-populated
- School Type (Primary, Secondary, All Through) Pre-populated
- School Address Pre-populated
- Rural / Urban Pre-populated
- Contact Name
- Contact Email
- Contact Phone Number
- Member of SBM network (Y/N)

Post Registration

- Academy (Y/N)
- Name of MAT (if relevant)
- Non-staff operating budget (optional)
- Deals of Interest (optional)
- Name of SBM Network (drop down selection and free text)

Required primary registration details will be School Name, School Type, School Address, and Location. Post registration additional information will be requested (but not essential) e.g. non-staff operating budget. If additional fields are deemed necessary, these can easily be added. Optional fields can support targeted marketing campaigns and identify opportunities for aggregation e.g. rural schools in Devon with a non-staff budget over £200k interested in buying oil.

Multi Sites

2buy2's CRM caters for multi sites e.g. Academies where the MAT is the principal account and the individual schools sit under this account as sites. This ensures the MAT structure is maintained within CRM and communication can be tailored to best meet specific MATs. It also supports the identification of aggregated procurement opportunities within individual MATs as well as within the wider region.

Case/Opportunity Management (Real Time Ticketing)

2buy2 separates CRM customer contacts into 2 broad categories – Cases and Opportunities.

Case Management

If a School Buyer contacts the Hub Customer Help Desk to raise a question/issue/complaint, this is recorded as a case (similar to a ticket). The case has an assigned case number, agent and date stamp. Progress is tracked via case status – New / In- Process / On Hold / Completed. Any relevant communication is recorded within the case and is viewable in real time. We can also make case details and progress viewable on the My Account page of the website, so School Buyers can login to their account to view progress on a specific case.

The School Buyer will be informed of their case number, the advisor they were in contact with, and timeline for follow up action (if required).

Opportunity Management

If a School Buyer contacts the Customer Service team about using a supplier deal, accessing complex contracting or aggregated procurement support this is recorded as an Opportunity and an opportunity number (similar to a ticket) is created. Progress is tracked via opportunity status – New /In-Process/On Hold/Closed Won/Closed Lost. The School Buyer will be informed of their opportunity number, the advisor they were in contact with, and timeline for follow up action (if required).

Both Case and Opportunity tracking status's can easily be adjusted to fit the Department's reporting requirements.

For both Case and Opportunity types, we can add information within CRM to support the Customer Service team in offering advice to School Buyers. For example, if a user requests information on telecoms, the customer service agent can select this opportunity type and the relevant information will be displayed within CRM to advise the customer accordingly. This can also be added to the School Buyer's My Account page to enable them to access key information online without having to contact the help desk.

CRM Savings Module

A bespoke Savings Module will be developed within CRM to gather key information on what savings schools have generated, over what time, using what deal etc. This information is required for specific reporting requirements of the Hub. This module can be further developed during the pilot period following interaction with users and the Department to ensure it is best fit for purpose.

Reporting

2buy2's CRM can offer high level real time reporting of user activity, including:

- Tracking number of registrants.
- Tracking number of open cases and current status.
- Tracking opportunity status'
- Report against areas of interest, e.g. schools in certain postcodes interested in energy contracts

CRM Security

CRM is hosted on [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] 2buy2 is Cyber Essentials certified. All School Buying Hub processes and mechanisms will comply with relevant data protection regulations and government protocol.

CRM Testing Environment

2buy2 uses a segregated testing instance for CRM development. Any process development is fully tested within this environment before transfer to the live system.

This follows [REDACTED]. All development is in line with ISO27001 standards.

Microsoft Dynamics Compatibility

Data within the 2buy2 CRM system can be extracted in order to be transferred to the Department's iteration of MS Dynamics 365. We have contacted Microsoft Dynamics making them aware of our current CRM provider and the intention to move to Dynamic in the future and have been assured this is a common and straight forward process.

The Department will be able to access the CRM system at any time via assigned licences. This will allow monitoring of registration and user activity as well as access to reports and the ability to analyse data.

The functionality detailed above will be available by the end of January 2018. We also have the ability to enhance the CRM's functionality and will monitor pilot feedback as well as engage with School Buyers, suppliers and the Department in order to identify additional CRM development that would enhance the service to schools.

Please find attached a diagram outlining the CRM ticketing system.

1.3b) Please describe how you will ensure full compliance with the data security requirements as set out in Schedule 2.3 of the Contract Schedules (Document 3).

Word Count: 1000

Attachments: Please list all attachments which support your response to this question here

Respond to question here

2buy2's information is classified into four areas – Confidential, Restricted, Private and Public. Under GSCP standards these map beside the Official classification. No departmental data will require extra classification protocols as this is the GSCP default marking.

Departmental data can be divided into three categories:

CRM - Client data is segregated using a system of platform markers to control access perform information grouping. Reports, mass updates, exports & deletions can all be facilitated by search against these markers.

Project folders - 2buy2 operate a client, project based folder naming convention that will easily identify all work completed for the department. All project folders are indexed to enhance search methods.

Website - Department websites are self-contained entities.

2buy2 uses security perimeters to protect areas that contain sensitive or critical information and information processing facilities (servers, desktops, laptops, network infrastructure). Access to secure areas is restricted to authorised persons.

Access to secure areas requires authentication and authorised persons are recognised using fingerprint recognition scanners.

All employees, contractors and third parties are required to wear an identification badge and are required to notify security if they encounter anyone not wearing required identification.

Third-party support personnel only have access to secure areas when required and this access is specifically requested, authorised and monitored - it will depend on the risk assessment, because the appropriate control could be a log book or it could be a more sophisticated process that requires the third party engineer to be specifically validated prior to access.

Change management within 2buy2 is a defined, controlled process. All changes require a Change Request Form to be filled in including technical approvals for the change, taking into account the costs of the exercise, the potential benefits, etc.

Change requests are retained to provide an audit trail in the organisations RFC Register within their Project Management Tool.

A risk assessment to identify potential risks, their impacts and to identify controls in line with 2buy2's risk management framework is performed to ensure the department's data remains intact.

A testing plan, complete with clear acceptance criteria (including business, technical and load criteria) must be documented prior to commencing change testing.

Once the change is proved to be effective (working in line with the test criteria), it is authorised and transferred to the operational environment.

[REDACTED]

To ensure that information and information processing facilities are protected against malware, [REDACTED]

[REDACTED]

Testing of operational software is carried out in the test environment. Previous versions of operational software are retained under the control of the owner along with any relevant license and installation documents as a contingency.

Software patches must be risk assessed, taking into account the balance between risks in installing and not installing, before the final decision as to necessary controls can be made.

2buy2 employees are not allowed to install any software without prior approval of IT Department.

2buy2 has established a matrix of audit logging that is contained within the infrastructure monitoring tool and keeps logs of events in accordance with that.

The matrix of audit log requirements and the audit log reports are classified as confidential information and are handled accordingly.

An audit log is maintained of all access to program source libraries and external developers are required to sign a non-disclosure agreement (NDA)

2buy2 are committed to continually improving and all employees are required to act without undue delay to identify and work towards resolving any nonconformities, and to implement any corrective action.

Nonconformities are identified from a number of sources, including internal and external audits, security incidents, customer complaints, and by concerns raised internally.

All nonconformities and other improvement opportunities are recorded in the Improvement Log. Options for corrective actions are considered. There may be multiple options, and a combination could be decided upon. Any considered (realistic) options are recorded in the improvement log entry.

An action plan is decided to address the root cause of the nonconformity. A target date for completion should be recorded with the action plan. When the corrective action is complete, this is confirmed and recorded as complete in the improvement log.

1.3c) Please outline your approach to IdAM (Identity and Access Management) for any CRM and/or database solution(s), which should support the use of open standards, including (but not limited to) OpenID Connect.

This should include

- Information on non-functional aspects (e.g. availability, volumetrics) of any CRM and/or database solution(s)

	<p>("Provider"), between pilot regional hub Service Provider ("Provider") or between Service Provider ("Provider") and buying organisations</p> <p>Word Count: 1000</p>
	<p align="center">Attachments: 1.3d_RSBH_SLA</p>
	<p>Respond to question here</p> <p>Please find attached proposed SLA in respect of data transfer. As well as raw CRM data this also includes SLAs for the sharing of information between 2buy2, the Department, the other regional provider and buying organisations. This is a draft version, 2buy2 is open to discussion with the Department to adjust to best support success. This document can also develop during the pilot to ensure it is of maximum benefit.</p>
<p>1.4 Reporting requirements - continuous improvement, Service User insights, end-of-pilot recommendation report (5%)</p>	<p>1.4a) Please describe how you will fulfil the reporting requirements.</p> <p>Within your response please ensure that you cover;</p> <ul style="list-style-type: none"> How you will approach the provision of weekly, monthly, annual and ad hoc reports. <p>Word Count: 1000</p> <p align="center">Attachments: 1.4a_RSBH_Hub_SavingsModule and 1.4a_RSBH_ReportingSchedule</p>
<p>Please refer to Requirement 7 in the</p>	<p>Respond to question here</p> <p>A Reporting Schedule spreadsheet is attached. Below is a brief description of the primary data sources:</p> <p>████████████████████ is 2buy2's CRM system. This records ██████████</p> <p>████████████████████</p> <p>████████████████████</p>

<p>Tender Specification for information when compiling your response</p>	<p>A bespoke Savings Module (see attached draft proposed Savings Module) will be developed within CRM to gather key information on school savings.</p> <p>██████████ is 2buy2's designated collaboration and project management tool. This facilitates easy visibility of tasks and milestones. We can share reports and custom workflows across teams. ██████████ allows easy access to files, real time updates, submission and prioritizing of work requests and the ability to track time.</p> <p>Telephone System: 2buy2 current telecoms provider is ██████████. As per the Departments requirements all calls will be recorded and retained for audit purposes and weekly call reports will be generated to provide required information.</p> <p><u>Reporting Provision</u></p> <p>Weekly Reporting</p> <p>This will be primarily sourced from information within CRM. Information on average time to close a call will be sourced from our telecoms system and the operational update will draw from several data sources. Available to the Department by the close of the first working day of the week.</p> <p>Monthly Reporting</p> <p>The information required will be drawn from a wider range of sources including: CRM, ██████████, relevant activity reports. At the beginning of each quarter, this report will include results from customer satisfaction surveys. Available by the close of the 3rd business day of each month.</p> <p>Annual Reporting</p> <p>This will cover performance and operational issues drawing on information from previous 12 months. This will consider wider resource requirements, strategic planning, stakeholder engagement, user journey insight and recommendations as per the Departments' requirements. All meetings with the Department and any other</p>
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stakeholders will be minuted and relevant information fed into this report. Available by the end of the 6th working day of January.

Ad Hoc Reporting

By its nature we are unable to determine in advance what data resource we will require but 2buy2 will notify the Department immediately of any identified issues and risks with the service and provide an incident report within 2 working days.

End of Pilot Report

This will draw upon information across the entire pilot period. Prior to submission, time will be spent engaging with users, suppliers, internal staff and the Department to ensure a 360 degree viewpoint.

2buy2 will submit a draft copy in month 9 of the pilot, seek feedback and discussion and then submit the final version by month 11.

1.4b) Please describe how you will undertake satisfaction surveys across all of the services provided in order to achieve a satisfaction rating of at least 75% during the Pilot Phase.

Word Count: 1000

Attachments: Please list all attachments which support your response to this question here

Respond to question here

Surveys

During the pilot, 2buy2 will manage an ongoing process of trial, measure and refine in order to best meet the needs of SBM's. Satisfaction surveys will be a key feature of this ongoing assessment.

E-Surveys

E-Surveys will be sent during key stages of the user journey including:

- After online registration – immediately as an additional web page to the registration process.
- After a case / opportunity has been closed with the help desk – e-survey emailed within 1 working day.
- Following participation on an aggregated procurement exercise – survey emailed within 1 working day. If not responded to within 2 working days, a reminder phone call will take place this will include the option of completing the telephone survey as an alternative.
- Following participation in a complex procurement project – survey emailed within 1 working day. If not responded to within 2 working days, a reminder phone call will take place and also provide the option of completing the tele-survey as an alternative.

Telephone Surveys

At the end of each meaningful call there will be the opportunity to provide feedback. This will include the ability to score the service received from the Hub representative, the usefulness of the information received, the likelihood of recommending the service to other schools. Take up will be monitored to measure effectiveness.

Mobile Surveys

If sufficient mobile numbers are provided 2buy2 propose trialling a Survey App and monitor if this is a more effective way of obtaining feedback, compared to e-surveys. We envisage this being initially trialled after calls with the General Helpdesk and Procurement Helpdesk.

All three options detailed above will be continually monitored to ascertain which option is most effective. This will help inform the best strategy for gathering feedback going forward.

Training Feedback

	<p>At the end of any School Buyer’s training event, attendees will be provided with feedback forms that will monitor how satisfied they are with the sessions, how useful they found the training material, how effective was the presenter etc. For on-site training, attendees will be provided with survey forms, following on-line presentations participants will be sent e-surveys or potentially surveys will be sent to their mobile phone (if implemented).</p> <p>End of Pilot Survey</p> <p>In the middle of month 10 of the pilot a comprehensive survey will be sent to all registrants, users, and other stakeholders including suppliers. The survey will be refined to suit each category group with the intention of achieving 360 degree feedback from all parties in the Hub initiative. The reason for it being sent out in month 10 is so feedback can be received, reviewed and fed into the End of Pilot final report due in month 11.</p> <p>In order to achieve the target of $\geq 75\%$ satisfaction rate, the Hub’s service must be excellent offering timely, accurate and useful information to schools. 2buy2 will achieve this by ensuring all staff members are fully trained, familiar with local concerns and aware when at what point to signpost users to alternative resources (internal or external). Where required scripts will be utilised to ensure consistency and accuracy of information that is in line with the Department’s guidelines.</p> <p>Focus will be given to building meaningful relationships with users that help foster trust in the Hub service cultivating a sense of assurance that the each school’s individual interests are of primary concern.</p> <p>1.4c) Please describe how you will implement a system of continuous improvement, including: what evidence will be provided on a regular basis to the Department; and how issues have been identified and addressed.</p> <p>Word Count: 500</p>
	<p>Attachments: Please list all attachments which support your response to this question here</p>

Respond to question here

As an organisation, 2buy2 are committed to continuous improvement. As the schools begin to utilise the hub services we will begin to analyse the data we gather. Data from customers will be gathered in a wide variety of ways including, but not exclusively through:

- 1- Information recorded within CRM:
 - a) At point of registration
 - b) Following contact with the Hub customer service team
 - c) Following contact with the Hub purchasing Help Desk
- 2- At point of registration
- 3- Feedback surveys following use of the Hub services,
- 4- ██████████ being run and data stored in CRM,
- 5- Web stats

In addition to customer feedback we will engage with other key stakeholders to understand any ideas and developments they believe would be beneficial and to understand any concerns. We would look to hold meetings at least quarterly with all stakeholders to reflect on previous activity and ways to improve. At the quarterly meetings we would also highlight potential forthcoming activity and obtain feedback on our plans to maximise the impact of any activity we were undertaking and reduce the risk of any activity not having the desired impact.

Whilst we are keen to continually improve throughout the contract, we also plan during the summer period when many schools are closed to undertake a significant lessons learning exercise engaging key stakeholders within the region including representatives of schools through the ambassadors' programme we will be introducing.

Our process of Implement, Review, Learn, Develop, will enable us to continually learn and improve the service throughout the duration of the pilot ensuring that the service is developed fully for the Business As Usual phase.

	<p>Any improvements identified in our processes or service delivery will be clearly logged by 2buy2 and a record of improvements will be provided to the DfE at our regular meetings to demonstrate both how we have gathered feedback and the actions taken to improve the service. This could be as simple as changing text on the website through to improvements in the ‘my account’ section of the website to store additional information about contracts that would be helpful.</p>
<p>1.5 Ways of working – stakeholders and contract management (3%)</p> <p>Please refer to Requirement 8 in the Tender Specification for information when compiling your response</p>	<p>1.5 Please describe how you will work collaboratively with all relevant stakeholders (internal and external) to support current and future service delivery.</p> <p>Within your response please ensure that you cover;</p> <ul style="list-style-type: none"> • How you will engage with the Authorities contract management team to develop positive relationships and effective delivery of the services • How you will engage with SBM networks • How you will ensure appropriate separation and safeguards within your organisation and systems (if applicable) such that the activities, information and data relating to the hubs is kept entirely separate to any commercial activity being undertaken by your organisation. • Include a list of personnel (job titles) which you consider critical to the delivery of the service. As a minimum this should include the Provider Representative. • Describe how you intend on developing your solution to incorporate and align with, future changes to any of the Schools’ Buying Strategy initiatives. <p style="text-align: center;">Word Count: 1500</p>
	<p style="text-align: center;">Attachments: Please list all attachments which support your response to this question here</p>
	<p>Respond to question here</p>

We will work with all the key stakeholders to obtain the best value for money for schools and meet regularly with the DfE to identify how the pilot can support other elements of the DfE strategy.

Our relationship manager will act as the day-to-day liaison with the DfE. The relationship manager will be responsible for keeping up to date with any developments associated with the School Buying Strategy and ensuring that information relating to new or revised initiatives under the strategy are communicated clearly both to members of the Hub team and also the marketing and web team to ensure information available online is reflective of the latest tools and support for schools. This will ensure that schools are positively influenced to adopt appropriate behavioural change and continually smarter working practices as the new initiatives are developed.

The relationship manager will also be responsible for coordinating the monthly meetings with the DfE and the other service provider, relaying any actions and outputs from that meeting across the Hub team and ensuring that those actions and outputs are delivered in a timely manner.

Our category teams will engage proactively and directly with the Department for Education contract management team. We would expect the Hub team to have kick-off meetings with each of their respective counterparts in the DfE team. Whilst we would commit to them holding meetings on a quarterly basis as a minimum, in reality we anticipate that the teams will work far more closely than this as opportunities arise to access the frameworks and feedback is received on the value for money provided under the DfE frameworks. We would anticipate this level of engagement extending beyond the Pilot phase and into the BAU phase to ensure that we all continue to learn, and improve the value for money offered through the Hub and the frameworks offered by PSBOs.

We recognise that the range of PSBOs and framework contracts available to schools is substantial. We would therefore look to engage all framework providers within the region and any suitable national framework providers through a launch event in January. Throughout the year our category managers will continue to engage with the PSBOs category managers, providing feedback and benchmarking where possible to

support them improving their frameworks. Where school appropriate frameworks come up for renewal with organisations such as the DfE or CCS, we would potentially be able to support them in the delivery of the framework tenders by acting as an evaluator to provide a school perspective.

We will engage with all relevant PSBOs, CCs, and other framework providers including local and regional councils to establish a 'framework portal' providing schools and MATs in the region with a resource database of education specific frameworks. 2buy2 will offer the framework providers regular feedback on the reasons why, or why not, their frameworks were chosen. We believe this is key to establishing stronger frameworks in the long term that offer excellent value for money to schools.

Each school involved in aggregated or complex procurement will have a named School Relationship Manager to work with that has the skills necessary to support their procurement needs. The School Relationship Manager chosen for each school will be based on geographical location and the type of interaction required by schools.

It may therefore mean that an initial Hub team member that attends an SBM meeting may not continue to attend that SBM network if their needs would be better served by someone with a different category expertise.

We will engage with SBM networks by looking to create a Hub Ambassadors programme. These will be members of existing SBM networks that are identified to the Hub through our connections with the DfE, Bid Partners, NASBM, NAHT and our engagement with Local Authorities.

We will attend SBM network meetings across the region during the first 6 months of the Pilot to increase awareness of the Hub service provision. We will use the initial conversations between our Purchasing Help Desk team and the schools to highlight opportunities to attend SBM meetings. Subsequent attendance at SBM meetings will be aimed at supporting them with coordination of their own aggregated procurement activity, raising awareness of ongoing collaborative procurement opportunities and where appropriate providing sessions to SBMs on specific categories that they have requested support with.

In between attendance of SBM networks meetings we will invite the schools within an SBM network, or potentially groups of SBM networks, to attend webinars on specific subjects to maintain contact with the registered users but also serve as a way of engaging those schools within SBMs that haven't registered.

Our staff and systems are all geared to work with different groups of clients across a range of platforms. As an example we operate national buying groups for the Church of England and Church in Wales for their churches as well as a national buying group for other churches. These are managed through separate platforms within our CRM system and separate websites. Where a church that is part of the Church of England registers on the other platform/website they are contacted and informed of the church of England service and it is recommended that we transfer their membership across to that group. We would propose to offer the same service for schools that register within the pilot region for the duration of the Pilot and potentially Business as Usual depending on how the service evolves during the pilot. All information relating to the Pilot will be operated under a specific platform within our CRM to ensure all information is kept entirely separate from other commercial activity.

2buy2 operate a strong team ethic and we believe that, not only the levels of expertise, but also the level of integration and collaboration between members of the team will be critical to the successful delivery of the Hub. Whilst the back office functions will be extremely important to the smooth running of the systems, ultimately the service will only be successful if the service is simple to use, provides high quality, relevant advice and support and schools begin to feel that the services reduces the burden of purchasing. To that end the staff that are critical in the early stages will be the web developer, IT programmer and marketing officer in ensuring that we create a simple user friendly online system and the relationship manager in building a strong relationship with the key stakeholders (DfE, CCS, NASBM, NAHT) to ensure the service hits the ground running. As the service develops from months 3-15 the role of the School Relationship Manager with their specialist category knowledge will become critical to the delivery of the procurement activity through the Hub. As the first point of contact for many of those who register, the Hub customer service team and Purchasing Help Desk staff will give many the first impression of the service and so

their strong knowledge of our systems and the services delivered by the Hub will be critical.

Key staff involved in the delivery of this Hub will be:

Provider Representative/Relationship Manager (2buy2's Director of Business Development)

3 x School Relationship Managers based in the region

Category/Senior Category Managers (x 6)

Procurement Support Team (x3)

Marketing Officer

IT Programmer

Web Developer

Senior Management (Director of Procurement, Director of Finance and CEO)

HR Manager

As a company we are extremely supportive of this initiative from the DfE and the whole team within 2buy2 are absolutely committed to making this contract a success for all parties and in particular for the Service Users.

Whilst some developments of the strategy are too early to fully understand the implications, it is clear that the digital strategy is likely to produce a portal type website. Our online solution will be able to integrate with the new digital hub although without a fuller understanding and more detailed discussion it is impossible to understand the timescales and cost implications of those changes. We are however committed to working closely with the wider DfE team to ensure that the Hub links in closely with the national solutions offered under the strategy and will, through our relationship manager remain in close contact to ensure that all elements of the service (advice, guidance, tools, templates, direct procurement support and contract management

	<p>support) are delivered in an agile way to enable us to flex the service appropriately as the strategy evolves. This would form a key element of our plan for continuous improvement of the service.</p>
<p>2 Provision of advice and guidance – including providing templates and tools (20%)</p>	<p>2.1 Please provide details of your proposed staffing of your proposed solution</p> <p>Please ensure you cover:</p> <ul style="list-style-type: none"> • Range of skills and expertise that will be deployed • The size of the team <p>Word Count: 1000</p>
<p>Please refer to Requirement 1 in the Tender Specification for information when compiling your response</p>	<p style="text-align: center;">Attachments: 2.1_2buy2_Organogram</p> <hr/> <p>Respond to question here</p> <p>2buy2 proposes to deliver the advice and guidance required within both the Pilot and Business As Usual phases of the contract using the skills and expertise of its professionally qualified procurement staff within our Procurement Delivery team and our highly skilled and experienced wider staff team. Whilst it is recognised that the nature of the Pilot requires flexibility, it is envisaged that at any one time the team working on the delivery of the project in the Pilot phase will consist of over in excess of 30 staff supported by third parties for specialist elements of the service delivery. For ease of reading we have attached an organogram of the staff within 2buy2 that will be directly involved in the delivery of this contract.</p> <p>2buy2, and our partners, provide procurement advice and guidance across a wide range of products and services that deliver innovative procurement solutions to over 12,000 organisations we serve directly, including over 2,500 schools. We are therefore able to demonstrate a high level of service through our existing skilled and experienced staff, augmented by new staff to support the delivery of the key Hub objectives.</p>

In the delivery of the Purchasing Health Checks our procurement professionals will be supported by 2 procurement analysts to undertake benchmarking of sites and support schools in gathering the data required to undertake the PHC.

Marketing, communications and event management will be undertaken by our marketing coordinator in conjunction with specialist input delivered by third parties with whom we have long term relationships in the successful delivery of numerous campaigns.

Where appropriate we will engage our bid partners' staff teams to support the marketing and engagement of schools in the service. Our bid partners teams will respond as required within the parameters and are willing to provide flexible 'as required' resource. As an example, within ChurchMarketPlace the Director responsible for working with us on this bid to engage Catholic Schools in the service is the former School Business Manager of a large secondary school and has managed the conversion process to an academy and supported other primary schools in that conversion process.

Our IT systems are managed by our IT Manager with over 15 years' experience managing complex IT systems. He is responsible for compliance and IT service management in line with our ISO27001 and Cyber Essentials accreditation. Our IT Manager is supported by [REDACTED]

Our Finance and HR functions are delivered by staff who are either already professionally qualified, or are working towards professional qualifications as part of our policy of training staff.

All of our staff will be involved to some extent with the delivery of the service and we propose to increase staff numbers to over 30 staff over the duration of the contract to handle the additional workload.

	<p>In addition to resource within 2buy2 we will also be utilising some small levels of resource within our bid partner organisations to support marketing and school engagement through their SBM networks and events.</p> <p>All of the staff will be managed by our experienced team of directors. Procurement support is our core service, as emphasised by the fact that our CEO is MCIPS qualified and has over 15 years' experience of working in procurement and supply chain management across the public, private and charity sectors.</p>
	<p>2.2 Please describe the range of tendering and contracting templates and tools you will provide to Service Users, along with how the frequently asked questions (FAQs) service will operate.</p> <p>Word Count: 1000</p>
	<p>Attachments: Please list all attachments which support your response to this question here</p>
	<p>Respond to question here</p> <p>2buy2 will make available a wide range of tools and templates to support schools in getting the most of the Hub service and improving their procurement practices.</p> <p>Through our existing relationships with schools and other public sector organisations we have developed an extensive suite of template documents, advice and guidance notes which we will make available to the schools through a 'Resources' section of the website. In addition we will provide clear, relevant external links through to other material produced by key stakeholders or third parties that offer support to schools. This may include links on the CCS or DfE websites and eventually to the digital tool. If the other provider offers a particular tool that would be beneficial we would either look to bring that on board the region website or if more efficient then to point them directly to the other regional website. We will develop videos to provide further advice and guidance that can also be used as a marketing tool for the Hub and also used by the School Relationship Managers and Ambassadors when attending School</p>

Business Network meetings. These will be produced in collaboration with our Category Managers to ensure all content is relevant and will regularly reviewed.

We intend to produce a set of buying guides covering key category areas such as Energy, catering and ICT and also some hot topics such as compliance, 'how, why and what to tender' and contract management. Where a larger group of schools e.g. a MAT or diocese wished to produce some targeted material specifically for their schools to engage with the Hub we would work with them to produce those as well. We are aware of the range of material already available through the .gov.uk website and others but will work with the DfE category teams and CCS to ensure that the information is targeted to schools. We will work with our network of ambassador School Business Managers to review the documents as well to ensure they are fit for the target market.

We will also produce a short 'How to' guide on 'How to use the Procurement Hub' both as a marketing tool and as a way for those who register for the service to quickly understand what the Hub can and can't do to support the Service Users.

Shorter leaflets will be produced as ways to raise awareness of potential issues and will serve as a way to engage schools with the Hub where concerns are raised. These will cover areas such as 'finding a compliant framework', 'managing risk' and 'improving your supplier's performance'. Online advice and guidance will also be supported by a series of FAQs. These will be reviewed regularly to ensure they are both up to date and, where similar questions around a theme continue to arise, the FAQs will be adapted and evolve to cover those issues to support school in obtaining information quickly.

We will make sample contract service level agreements, and key performance indicators available to Service Users however we will not provide them with sample contracts as the legal status of schools varies between LA schools, Single Academies and MATs and the type of goods and services required will vary significantly across the different types of schools. We will however support the school in identifying suitable legal support to draft contracts.

Our [REDACTED] will be available as a tool to any Service Users that wish to undertake any complex or aggregated/collaborative procurement with the support of the Hub.

Training will be a critical tool to the equipping of Service Users to improve their procurement practices. These sessions will be delivered through face-to-face sessions and webinar sessions. We will also run 'ask the expert' sessions at regular intervals throughout the year enabling schools to get specific support in particular categories. These will be advertised through the regular communications channels we will operate (social media, email comms etc).

We believe this suite of tools, working together with the tools and guidance available through the School Buying Strategy and digital platform will provide schools with a significant enhancement to their current procurement knowledge and practice resulting in savings in excess of the £3.2m target.

2.3 Please provide details regarding how you will provide personalised, one-to-one advice in response to all requests for support from School Buyers in eligible schools.

Within your response please ensure that you cover;

- How you will ensure the advice provided is appropriate and supported by evidence that the proposed solution for the Service User represents best overall lifetime value.
- How you will ensure alignment between advice offered by the hub and guidance issued as part of other schools buying strategy activity.
- How you will ensure that your advice and guidance is vendor neutral
- How your physical presence in the region will facilitate face-to-face support with Service Users.

Word Count: 2000

Attachments: Please list all attachments which support your response to this question here

Respond to question here

Whilst it is possible to classify schools into groups (rural/urban; primary/secondary; LA/academy) and even possible to classify within those groups (single/double/triple form entry primaries) the 1st principle of good procurement is about identifying the need. 2buy2 recognise that a key element to the quality of the existing procurement within a school will be down to the level of skills and experience of the staff within the school that manage the contracts. This means that the service will only be successful if it is tailored appropriately to each school that registers. There will be a number of generic tools, advice and guidance which are available through the Hub and the wider schools' buying initiatives but without direct contact with those registered it is impossible to understand how best the hub can support the school.

2buy2 will therefore provide, for every school that registers for the service, the opportunity to have an initial 30 minute consultation with our staff to help the school understand the service, help us to understand the school and identify the most appropriate ways that we can support them. This call may in itself result in advice and guidance being provided but will also identify potential opportunities for the Hub to support specific procurement needs that the school will have during the length of the Pilot and beyond. This initial engagement at the point of registration will enable schools to get immediate benefit from the service and be able to visualise the ways in which the Hub can support them over the course of the pilot. In addition to the initial offer of a consultation, we will engage with suppliers through the following routes:

Customer Led enquiries - 2buy2 intends to provide schools business managers and other potential service users (Head Teachers, Governors, IT Managers etc) with access to a team of ■ category managers and ■ procurement support staff who will provide a first line response to any procurement support required either over the telephone or online. In collaboration with our in-house legal support we will produce high quality buying guidance and template documents for frequently purchased and/or complex categories and procurement processes to support schools in undertaking better quality procurement directly with suppliers.

On-site Support - Our Category Managers and Procurement Support will identify enquiries which require additional support beyond that provided remotely and will facilitate the delivery of on-site support to schools as required. This would be delivered either through our team of school relationship managers based in the region or, where specialist procurement knowledge is required, our senior category managers will be available to travel to the school to provide additional support.

Data driven advice and guidance– 2buy2 will seek to identify areas where schools need advice and guidance through the delivery of the Purchasing Health Checks. These reviews of their contracts will highlight areas of contractual risk and also areas where they could purchase more efficiently i.e. through frameworks, or where spend is significantly higher than that expected at similar schools in the region.

Our Procurement Support team will receive regular (monthly) training and updates from the relationship manager on the latest developments to the School Buying Strategy and new initiatives as they are launched to ensure that the advice and guidance provided to schools is completely up to date. Where this results in changes to the advice and guidance provided online, the team will be responsible for updating the web content to ensure the messaging remains consistent across the hub and the DfE.

From the outset of the pilot and throughout the length of the contract, 2buy2 will continually engage with any appropriate framework provider that wishes to be considered by the Hub for schools in the region. We are committed to delivering the best possible solution for schools that provides value for money. We will support the school to enable them to take into consideration all elements of the schools needs when selecting both the most appropriate framework and the most appropriate supplier for their needs. The development of a framework portal will enable schools to go online and, by defining the type of goods or services they require and the region in which they are based, will be able to identify all of the relevant frameworks available to them and the contact details for the framework managers should they require further support. This will facilitate schools being able to procure directly if required from compliant frameworks. In the vast majority of cases we expect the schools to still require some level of engagement with the hubs as it is likely that the schools will want

to engage with multiple frameworks to identify the best value contract which will require time to be spent that they do not have.

We recognise that one of the biggest challenges to schools looking at different frameworks is the complexity of many of the forms, the variations within them and the fact they have to be filled in multiple times. As a further adaptation to the framework portal, we would therefore look to work with framework providers to create a consistent enquiry form to be used by Hub Service Users that is applicable across all frameworks to enable a more streamlined approach to running competitions across multiple frameworks. This development will require the input of the framework providers themselves and so it may take some time to implement. We would also like to explore making that form available online as we could pre-populate a large amount of the information from pre-existing data. This would simplify the process and enable us to monitor which frameworks schools were utilising so that we could gain additional data and feedback from schools that went directly to the providers. All of this supports our vendor neutral approach to both accessing of frameworks and their suppliers and enable us to better manage the procurement needs within schools. One challenge with the engagement of framework providers is that they are effectively competing against each other. Therefore, all of this will require close consultation and collaboration with the DfE to ensure that the framework providers see the value in this process.

During the pilot our intention is to have [REDACTED] located within the region as School Relationship Managers. Their roles will be split broadly 50/50 between providing face to face support to schools, academies, SBM networks and MATs and category management. Where schools require specific category support outside of the knowledge of the staff in region they will be supported by the category team in our head office who will be available to travel to the schools to provide the advice. Our intention to use staff as a mixture of category specialists and account managers in the role of School Relationship Managers enables us to have a broader range of expertise available to the schools and supports our principle of 'consult, don't sell'. Having category specialists in the region rather than just 'account

	<p>managers’ also enable us to provide more bespoke training and support at SBM network meetings. This will enable them to see higher value in using the Hub services.</p> <p>Recognising that the service requirements are likely to grow we are planning to increase the number of school relationship managers within the region as the number of service users increases. We will be starting with 2 and bringing on board a 3rd within the first few months. If demand for face-to-face meetings grows we will be flexible with resource to ensure that we are able to provide additional face-to-face support either through our wider procurement team or where demand requires with the recruitment of a school relationship manager in the region. We anticipate that the number of school relationship managers will increase further within the BAU phase of the contract.</p> <p>Our intention is not to have an office located in the region but rather to have staff based working from home within the region to enable us to cover the region more effectively, provide schools with a more locally based person for their support and reduce travel costs during the pilot phase given that there are large rural areas in the region. We believe this is particularly important where schools are looking to procure goods or services locally as the School Relationship Managers will be better suited to understanding the local context if they are based within the locality.</p>
	<p>2.4 Please describe what mechanisms you will operate to identify, capture and consolidate any relevant trends within schools’ buying behaviour or requirements to escalate to national attention (including how you will be able to respond to any changes in Departmental priorities). Within your response please ensure you describe:</p> <ul style="list-style-type: none"> • How you will provide user feedback and data to the department to support the develop of its category strategies and wider school buying strategy work including recommending improvements in services <p style="text-align: center;">Word Count: 1000</p>
	<p>Attachments: Please list all attachments which support your response to this question here</p>

Respond to question here

We see one of our key objectives within the pilot phase as being to not only capture data at all points of interaction with the schools (Online, telephone, face-to-face, post use surveys) but also to interpret that data to understand the direction in which schools are moving. For example, the recent trend of schools moving towards online learning resources and having a strong focus on integrating ITC based learning resources into the learning process has placed a significant increase on the requirement for schools to not only understand the technology but also the most effective ways of procuring those technologies. Capturing data on who schools are spending their money with, the issues they have faced and identifying the risks will support better procurement going forward. Whilst data is important, in many cases this can be lag data i.e. responding to issues after they have arisen. 2buy2, as the provider of the Hub service will look to focus as much as possible on lead data to enable us to identify changes in trends in advance of them happening. One key area we will look to implement to support this will be the development of an SBM ambassador network. These SBM ambassadors will be based across the region and represent a diverse group of schools to ensure we are capturing as much input as possible. The aim will be for the groups to meet once per quarter online and ideally in 2 or 3 more locally based groups twice during the pilot. We will look at what the emerging needs are for schools in terms of the goods and services, the different way in which those trends are impacting on the different types of schools and use this feedback to identify how procurement could work best to support schools in responding to those needs. The outputs of these meetings will be fed back to the the DfE, CCS and if required the other framework suppliers as well as the Service Provider ("Provider") in the other region to support the wider development of the pilots and the service ready for national roll out.

If, through the work with the ambassador network, we receive information relating to specific categories then we would look to engage the DfE category specialists in the meetings so that the transfer of that knowledge was as smooth as possible.

The SBMs in the school ambassador network will also serve as a point of contact for schools within their own SBM networks to capture feedback from schools.

	<p>Our regular reporting to the DfE as laid out in the requirements will capture data on the procurement requirements of schools. In particular we will be able to identify whether existing frameworks are meeting the needs of schools that are using the service. We will provide feedback directly to the category team in DfE and CCS through our regular communication channels (reporting, face-to-face meetings etc) regarding the potential areas for improvements within their frameworks that would make them more appropriate to the education sector. If the Category team have particular questions that arise then we would look to facilitate follow up discussions with the ambassador network.</p> <p>As part of our continual improvement, our current process post running of a tender includes the development of a post tender lessons learning session. In these sessions, as a team, we capture the reasons behind the decision that was made, what worked well in that specific tender process and any issues that either need to be addressed, improved or considered for future tenders. These sessions would also be used as a way of capturing any changes that were required in future due to changing needs in schools. Any changes could be fed back to the Category Managers through our own category managers.</p>
<p>3 Provision of advice and guidance to support complex contracting activities (25%)</p> <p>Please refer to</p>	<p>3.1 Please describe how you will provide advice and guidance for a minimum of 240 Service Users in order to support them with their complex contracting activities across the categories set out in Requirement 2 of the Tender Specification.</p> <p style="text-align: center;">Within your response please ensure that you cover;</p> <ul style="list-style-type: none"> • How your casework model will work and the level of support you will offer to these service users • Which categories of spend your complex contracting advice and guidance will cover • How you intend to identify and select service users who require complex contracting advice and guidance <p style="text-align: center;">Word Count: 2500</p>

<p>Requirement 2 in the Tender Specification for information when compiling your response</p>	<p>Attachments: Please list all attachments which support your response to this question here</p>
	<p>Respond to question here</p> <p>Our case work model is based around giving away the knowledge with the aim of not only supporting our customers to undertake good procurement to meet their current needs but also to enable them to better support themselves going forward with a greater knowledge of procurement and how to manage tenders and suppliers more effectively. Our model has always been based around consulting not selling. This means we take the time to understand the specific and often bespoke nature of each call on our services rather than offering a standard ‘off the shelf’ type service.</p> <p>Recognising the wide spectrum of procurement skills and experience that SBMs have, our team of dynamic, experienced procurement professionals will work with schools face-to-face and remotely to provide the right level of support for each school.</p> <p>All Service Users will be provided with a dedicated school relationship manager based within the region. Where a school wishes to have support from the Hub in undertaking complex procurement, the School Relationship Manager will discuss with them their specific needs and identify whether they, or one of our category specialists, would be best placed to support them on that project. Where a school wishes to access the services but is not currently registered, the person they contact (customer service, procurement help desk or a School Relationship Manager) will register them if they are eligible and assign them a member of the Hub team to support with their complex procurement need going forward. Every time a complex tender requires support from our team, we will assign it a project reference number to enable us to track progress throughout the period in which support is provided. This also serves as a unique reference to enable us to link the project between the key details we record in CRM (type of support received, value, level of savings), the interactions recorded in our project management tool (Wrike) between the school, the Hub and other key parties on the project, and the tender management itself as run through [REDACTED]</p> <p>[REDACTED]</p>

Where a school wishes to engage us in support we will work through with them a plan of action for the tender using the procurement cycle model and Kraljic Risk matrix to understand how the school views the risks involved. Using the Procurement cycle enables us to understand the role that the SBM would like to have in the procurement activity and the areas they are likely to require support from ourselves. This could range from information about regulatory compliance and routes to market through to writing the specification or scope of services with them, supporting them with the tender evaluation or use of the e-procurement tool. Where appropriate we will provide them with basic advice on the correct contractual terms in line with that which could be expected of our procurement professionals. Where further professional legal advice and support is required we will support them accessing those services in a compliant manner.

2buy2 have developed a delivery plan that will ensure that a minimum of 240 schools will be provided with advice, guidance and tendering support to enable them to undertake complex procurement activity. This approach is mirrored in the way we will handle aggregated and collaborative procurement to ensure consistency of service and avoid any confusion for schools who may be utilising both elements of the Hub service.

We recognise that there are two ways in which support can be provided by the Hub: Directly and In-directly. We also understand the need to provide the right level of support that enables us to simplify the procurement process as much as possible for the schools involved whilst not removing their responsibility to make the key decisions throughout the process as they will be the contracting authorities for the goods or services they procure.

Successful delivery of complex procurement activity will rely on a number of key factors that we will monitor and seek to clarify by working closely either face-to-face or remotely with the schools. These factors include: similarity of need - are the requirements able to be provided by similar providers or do they require different solutions (e.g. in-house v outsourced catering); Timeliness of contracting - can contracts be tendered together or does it require an intermediary stage to align

contracts (e.g. energy contracts), Locality of schools – are the services requiring a single supplier to be based geographically close (e.g. caretaking/cleaning services).

Our Purchasing Health Check process enables us to gather a significant amount of data on the school's current needs and also to speak to the schools and understand any potential changes i.e. new building, moving to two form entry, becoming an academy or forming/joining a MAT etc that might significantly change their requirements for procurement support but open up opportunities for new complex procurement tenders to be run. It also provides an easy way for schools to benchmark costs to see where they should focus their own time and efforts with procurement.

Using a data led approach we will identify schools by the type of services they procure, the type of school they are, their geographical locations and when their existing contracts are coming to an end.

Our Procurement Analysts will gather the data and then group schools by category into potential opportunities based on a range of factors relevant to supporting procurement within complex categories.

We recognise that schools in the region are geographically well dispersed and that a significant number will be based in rural communities. Identifying ways to support the different complex procurement needs of these different types of schools is critical in ensuring we target the support to the right schools and will be key in achieving the 240 schools target across the range of eligible schools and enable the pilot to demonstrate it works for all schools. We will utilise the links with our bid partners to engage faith schools which make up a large proportion of schools in the region (approx 40%) as well as working with local authorities where possible. We will also look to work with MATs who in many cases will be locally based to support them in undertaking complex procurement.

Once the Procurement Analysts have identified schools that have complex procurement requirements our School Relationship Managers or Category Managers, which ever we feel is most appropriate for that particular category, will make contact with the school/s or MAT as a follow up to the Purchasing Health Check to discuss

how they might realise the savings identified and the need, and opportunities, for complex procurement support. Where required they will set up face-to-face meetings with schools. It is possible that there may be the opportunity to enable aggregated and collaborative procurement within complex categories i.e. utilities. Where this is possible the School Relationship Manager/Category Manager will look to bring schools together for a face to face meeting or where geographical distances are significant i.e. collaboration is across schools in a region, we will facilitate conference calls to provide a question and answer session for schools and talk them through the step associated with aggregating complex procurement needs.

Where schools approach us directly and request support for complex procurement, our approach will be equally as flexible and the full range of support will be available to them i.e. ranging from helping them to analyse which type of tender process/framework is more suitable for their complex need, through to full support in managing the tender by our Category Managers.

The Category Managers will use their knowledge of the frameworks, and the information provided within the framework portal we will operate, to enable us to identify the most appropriate framework or frameworks under which to run the tender/call off contract. We will also work with CCS and the DfE category managers to understand whether there is additional support that can be provided through their frameworks. This would involve looking at the 'Best Deals' available and identifying where a completely new tender may be beneficial.

Depending on the level of support required by the school to work together, the Hub can act flexibly to deliver support right through to running the tender in its' entirety however we would always require the schools, or a representative of the group of schools collaborating, to be involved at key decision making points such as setting any scoring criteria, sitting on any tender evaluation panel and making the final decision to select the suppliers to ensure that all decisions were made by those who would be using the service.

Every tender we support will be overseen by a Category Managers from within the Hub team. The range of category expertise within the Hub team will grow during the

Pilot phase and include the following complex areas to support the schools: Catering, Facilities Management (Cleaning Ground Maintenance, Building Maintenance), ICT Services, Utilities (Inc Energy Mgmt), and Admin Supplies. The Category Managers will be able to offer the schools use of the [REDACTED] we use to help them in managing the tendering process and ensuring that the whole tender is transparent, auditable and fully compliant.

One of the key ways of engaging schools in utilising opportunities to manage complex procurement needs more effectively is proof of concept. We will look to identify some schools with complex procurement needs in the first couple of months around quick win categories such as energy and ITC to enable us to develop case studies. Once we have evidence within the region of the benefits of the service schools will be more likely to come on board.

The second critical element of getting schools on board is engaging with them face-to-face. It is imperative that the Hub isn't seen as 'some remote service that may be useful at some point' and instead is viewed as a significant benefit to SBMs and other staff within schools that spend money. Meeting with SBMs and engaging in regular ongoing communication directly, and through marketing the benefits others have received from support on complex purchasing through the Hub, is essential.

The third, and possibly most significant, way of engaging people is through them hearing about the benefits from peers. Our proposal to create an Ambassador network of SBMs across the region means that we have SBMs who are going to be actively looking to not only engage themselves but also schools within their influence. We believe this is important as it enables the schools to feel that they are driving the process, supported by us rather than the other way around. This will reduce the barriers to resistance.

Finally, we recognise that other individuals within the school environment have a significant influence on the way procurement is undertaken, in particular Head Teachers and Governors. We will work with organisations such as NAHT to raise awareness of the Hub, the role it can play and the benefits to schools to remove as many barriers to change as possible. We will work with DfE to produce material to

help Governors to understand the role of the Hub and the potential benefits. We will also work with NAHT and NASBM to identify potential groups of schools who may be interested, or in a position to collaborate. We are very familiar with the perception that individuals can have that using an external organisation for something can lead to it not being right for them. We have a track record of working closely with our partners nationally and locally to hand hold where required but also give them the space and time to make the best decisions for them. We would bring this approach to all our work with the DfE and particularly when it comes to supporting complex procurement needs within schools.

Once the contract has been run, the Hub procurement team, and specifically the category manager who worked on the tender with the school, will keep in regular contact with the school to ensure that the contract is implemented smoothly. This will initially include support with the contract negotiations but potentially will extend beyond the start of the contract to include support with managing the supplier and ensuring that the school is able to regularly monitor any service level agreements in place. Where the contract requires variation during its term, the Hub will be able to provide additional support in the form of contract variation templates and advice either face-to-face or remotely.

Whilst we would expect the schools using the Hub service to manage the contracts themselves, we would continue to provide support as they required it including potentially chairing or coordinating initial Supplier Review meetings if required, helping them to understand the SLAs and, in the event that disputes arose we would provide support in understanding the contractual position and resolving those disputes. Where the level of support went above and beyond that which could be reasonably expected by a procurement professional we would work with the school to appoint a suitably experience legal professional and continue to keep in contact with the school throughout the process. We would deliver this through our category management team and, in particular provide face-to-face support through our school relationship managers.

We believe this approach will deliver a clear and efficient pathway for schools to engage with the hub on complex procurement opportunities and deliver the results required under the pilot phase targets.

3.2 Please provide details of your EU-compliant e-tendering system that will help schools publish contract opportunities in line with the Public Contract Regulations 2015 and how you will facilitate schools access to this.

Word Count: 500

Attachments: Please list all attachments which support your response to this question here

Respond to question here

2buy2 utilise the [REDACTED] procurement tool for all our tender management. Our agreement with [REDACTED] means that schools that use our services are able to undertake procurement using the tool with us acting as a collaborator. [REDACTED] is a cutting edge, web based service which allows buying organisations to manage tenders, suppliers and contracts in a single solution. We conducted research of numerous e-procurement tools before deciding that [REDACTED] was the most appropriate for our business needs and believe it is perfectly aligned with 2buy2's role in the Procurement Hubs. The tools will enable Service Users, with our support, to publish contract notices, manage tender exercises, conduct collaborative procurements and manage and engage suppliers to ensure that the opportunities attract the widest possible range of compliant suppliers.

The system is fully compliant with EU procurement directives, Public Contract Regulations 2015 and allows for all elements of the tender process to be managed, stored and reviewed within the same system. We have used the [REDACTED] system for the last 2 years within our wider business and have found it to be very comprehensive whether dealing with large tenders over the EU thresholds and lower value tenders for goods and services. In particular the 'quick call' functionality has significantly reduced both our time and our clients in running call-offs against existing frameworks.

	<p>It also enables our contracts to be posted directly to Contract Finder to widen the number of potential bidders and encourage bids from SMEs.</p> <p>The support we receive from [REDACTED] also enables the system to be developed where new requirements arise giving us excellent flexibility in an evolving market. This is particularly important with the potential changes to public procurement rules that could evolve from the current Brexit talks.</p> <p>The system is also compliant with ISO 27001, cyber essentials and utilised by a wide range of central and local government organisations including Crown Commercial Services.</p>
	<p>3.3 Please detail how your solution intends to generate savings of £3.2m in the first year of the pilot. Within your response please describe:</p> <ul style="list-style-type: none"> • how you will capture and record savings; and • how you will identify and capture financial and non-financial benefits to Service Users. <p>(For the avoidance of doubt, the savings can be generated from any element of the Hub’s delivery, not just provision of advice and guidance to support complex contracting activities)</p> <p>Word Count: 2000</p>
	<p>Attachments: Please list all attachments which support your response to this question here</p>
	<p>Respond to question here</p> <p>The service we will deliver as part of the Hub will enable schools to save money in a range of ways. We believe that it is important early on in the pilot to begin identifying opportunities for schools to save money. Whilst using average savings in marketing material may draw in some schools to the services, our experience of dealing with schools shows that they engage most when the savings are directly relatable to their existing contracts and circumstances. Therefore, the key way that savings will be identified will be through schools undertaking a Procurement Health Check. Each</p>

school is able to submit information regarding their existing contracts to us through our web portal. That enables us to base savings on their actual spend meaning the reports have a much higher value to the school than a generic report.

The Procurement Health Check enables us to provide each school with a report which clearly outlines both the direct savings that can be achieved through frameworks and the potential indirect savings that can be achieved by managing risks and costs in their existing contracts. These savings are all recorded within our CRM system and available to be produced in reporting to the DfE. Our experience of delivering Purchasing Health checks shows that the average savings identified across school through a Purchasing Health Check would, on their own, enable us to identify in excess of £3.2m of savings if we undertook 600 Purchasing Health Checks during the pilot. The data provided by the PHCs gives us the ability to then follow up with schools that we identify as being potentially able to benefit from further support by the Hub. In particular, we can support them with aggregated or complex procurement but also where we identify schools as being at risk of going out of contract or already out of contract we can help the school to renegotiate or re-tender for those goods or services to avoid unnecessary costs.

The other area of support that the PHC will enable us to support is where a school is identified as having a poor contract for a service. The Hub will support the schools in contract negotiations and re-negotiations to obtain better value from existing suppliers. This will result in savings being obtained and they will be recorded within our CRM system against the school and reported back to the DfE.

The aggregated procurement and complex procurement activity supported by the Hub will deliver significant savings. Whenever the Hub team engage with a school to support them we will identify the existing costs and service levels for the schools. This will enable us to understand both the financial savings achieved through procurement undertaken with the Hub support and also the softer savings resulting in improved service, time saved and risks removed.

Where our school relationship managers attend School business meetings, we will provide training in key category areas. Post-training we will provide follow up support

	<p>to those Service Users that require it and as part of the ongoing support to those schools that receive training, we will request details of savings made and record them within our CRM system against the specific schools.</p> <p>Whenever advice and guidance is provided we will send surveys to the Service Users to capture the benefits that they have obtained as a result of putting the advice and guidance in to practice.</p> <p>Whenever schools engage with the Hub for support with complex or aggregated procurement we will include the school in our lessons learning sessions at the end of each tender. This will give each Service User the opportunity to provide feedback on the process but also the savings that they have obtained as a result.</p> <p>In some instances, the support provided by the Hub may not result in cost savings as the additional services or improvements provided by the supplier may be greater than any reduction in cost. These will be captured through the ongoing relationships with the school and relayed to the DfE in reporting.</p> <p>Our CRM system is set up to enable us to capture all interactions with customers. It also enables us to capture savings that result from us managing tenders. In addition to this, the post tender report will further demonstrate the financial and non-financial benefits of Hub services for schools.</p>
<p>4 Proactive encouragement of aggregated and collaborative procurement (20%)</p>	<p>4.1 Please describe how you will provide advice and guidance for a minimum of 240 Service Users in order to encourage and support them with aggregated and collaborative procurement activities.</p> <p>Within your response please ensure that you cover;</p> <ul style="list-style-type: none"> • How opportunities will be identified for local and regional aggregation, including participation in deals created by the Crown Commercial Service and other relevant buying organisations. • How you will encourage schools to participate in aggregation activities and achieve buy-in to opportunities that have been identified <p>Word Count: 1500</p>

<p>Please refer to Requirement 3 in the Tender Specification for information when compiling your response</p>	<p>Attachments: Please list all attachments which support your response to this question here</p> <hr/> <p>Respond to question here</p> <p>2buy2 have developed a delivery plan that will ensure that a minimum of 240 schools will be provided with advice, guidance and tendering support to enable them to undertake aggregated and collaborative procurement activity. Our casework model is mirrored in the way we will handle complex procurement to ensure consistency of service and avoid any confusion for schools who may be utilising both elements of the Hub service.</p> <p>We recognise support will be provided by the Hub in two ways: Direct engagement with the Hub Team and In-directly through accessing the website and it's resource materials. We also understand the need to provide the right level of support that enables us to simplify the procurement process as much as possible for the schools involved whilst not removing their responsibility to make the key decisions throughout the process as they will be the contracting authorities for the goods or services they procure.</p> <p>Successful aggregation and collaboration on procurement activity will rely on a number of key factors that we will monitor and seek to clarify by working closely either face-to-face or remotely with the schools. These factors include: similarity of need - are the requirements able to be provided by similar providers or do they require different solutions (e.g. in-house v outsourced catering); Timeliness of contracting - can contracts be tendered together or does it require an intermediary stage to align contracts (e.g. energy contracts), Locality of schools – are the services requiring a single supplier to be based geographically close (e.g. caretaking/cleaning services).</p> <p>Our Purchasing Health Check (PHC) process enables us to gather a significant amount of data on the school's current needs and also to speak to the schools and understand any potential changes i.e. new building, moving to two form entry, becoming an academy or forming/joining a MAT etc that might significantly change their requirements for procurement support but open up opportunities for new</p>
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collaboration. It also provides an easy way for schools to benchmark costs to see where they should focus their own time and efforts with procurement.

Using a data led approach we will identify schools by the type of services they procure, the type of school they are, their geographical locations and when their existing contracts are coming to an end.

Our Procurement Analysts will gather the data and then group schools by category into potential opportunities based on a range of factors relevant to supporting collaboration within each category.

We recognise that schools in the region are geographically well dispersed and that a significant number will be based in rural communities. Identifying ways to bring these together will be key to achieving the 240 schools target across the range of eligible schools and enable the pilot to demonstrate it works for all schools. We will utilise the links with our bid partners to engage faith schools which make up a large proportion of schools in the region (approx 40%) as well as working with local authorities where possible. We will also look to work with MATs who in many cases will be locally based to support them in collaborating.

Once the Procurement Analysts have identified schools that could work collaboratively our School Relationship Managers or Category Managers will make contact with the schools or MAT as a follow up to the PHC to discuss how they might realise the savings identified and the opportunities for aggregated and collaborative procurement. Where required they will set up face-to-face meetings to bring schools together for local collaborative procurement and where geographical distances are significant i.e. collaboration is across schools in a region, we will facilitate conference calls to provide a question and answer session for schools and talk them through the steps involved.

The Category Managers will use their knowledge of the frameworks and the information provided within the framework portal we will operate to enable us to identify the most appropriate framework or frameworks under which to run the tender/call off contract. We will also work with CCS and the DfE category managers to understand whether there is additional support that can be provided through their

frameworks. This would involve looking at the 'Best Deals' available and identifying where a completely new tender may be beneficial.

Depending on the level of support required by the school to work together the Hub can act flexibly to deliver support right through to running the tender in its' entirety however we would always require the schools, or a representative of the group of schools collaborating, to be involved at key decision making points such as setting any scoring criteria, sitting on any tender evaluation panel and making the final decision to select the suppliers to ensure that all decisions were made by those who would be using the service.

Where a school wishes to access the services but is not currently registered, the person they contact (customer service, procurement help desk or a School Relationship Manager) will register them if they are eligible and assign them a member of the Hub team to fully support them with their aggregated or collaborative procurement needs going forward.

Every tender which requires support from our team will be assigned a project reference number enabling us to track progress throughout the period in which support is provided. This also serves as a unique reference to enable us to link the project between the key details we record in CRM (type of support received, value, level of savings), the interactions recorded in our project management tool [REDACTED], between the school, the Hub and other key parties on the project, and the tender management itself as run through [REDACTED], our e-procurement tool.

Every tender we support will be overseen by a category specialist from within the Hub team. The Hub team will have category specialists in the following areas: [REDACTED]
[REDACTED] The category specialist will offer the schools use of our e-procurement portal to help them manage the tendering process and ensuring the process is transparent, auditable and fully compliant.

One of the key ways of engaging schools in utilising opportunities to aggregate and collaborate on their procurement is proof of concept. We will look to hold some initial small collaborative tenders within the first couple of months around quick win

categories such as energy and ITC to enable us to develop case studies. Once we provide evidence within the region of the benefit, schools will be more likely to come on board.

The second critical element of getting schools on board is engaging with them face-to-face. It is imperative that the Hub isn't seen as 'some remote service that may be useful at some point' and instead is viewed as a significant benefit to SBMs and other staff within schools that spend money. Meeting with SBMs and engaging in regular ongoing communication directly, and through marketing of benefits others have received from aggregated and collaborative purchasing through the Hub is essential.

The third way of engaging people is through them hearing about the benefits from peers. Our proposal to create an Ambassador network of SBMs across the region means that we have SBMs who are going to be actively looking to not only engage themselves but also schools within their influence. We believe this is important as it enables the schools to feel that they are driving the process, supported by us rather than the other way around and will reduce barriers to resistance.

Finally, we recognise that other individuals within the school environment have a significant influence on the way procurement is undertaken, in particular Head Teachers and Governors. We will work with organisations such as NAHT to raise awareness of the Hub, the role it can play and the benefits to schools to remove as many barriers to change as possible. We will work with DfE to produce material to help Governors to understand the role of the Hub and the potential benefits. We will also work with NAHT and NASBM to identify potential groups of schools who may be interested, or in a position to collaborate.

Once the contract has been run, the Hub procurement team, and specifically the category manager who worked on the tender with the school, will keep in regular contact with the schools involved in the collaborative procurement to ensure that their contracts are implemented smoothly. This could initially include support with the contract negotiations but potentially will extend beyond the start of the contract to include support with managing the supplier and ensuring that the schools are able to regularly monitor any service level agreements in place. Where any contracts require

	<p>variation during its term the Hub will be able to provide additional support in the form of contract variation templates and advice either face-to-face or remotely.</p> <p>We believe this approach will deliver a clear and efficient pathway for schools to engage with the hub, delivering the results required under the pilot phase targets and will share all the findings from Aggregated and Collaborative procurement with the DfE.</p>
	<p>4.2 Please describe how you will support Service Users entering into their own collaborative contracts, including (but not limited to): helping Service Users adopt the appropriate/correct form of contract terms and conditions; managing supplier performance; and effective and efficient invoicing and payment processes.</p> <p>Word Count: 1500</p>
	<p>Attachments: Please list all attachments which support your response to this question here</p>
	<p>Respond to question here</p> <p>We recognise that schools will choose to engage with the Hubs to varying degrees and that it is essential for the success of the pilot and the Hub concept going forward that every school doesn't require significant amounts of resourcing from the Hub but gets the right level of resource, tailored to their own procurement needs however frequently they interact with the Hub website or team. The key thing for us in delivering the Hub is that the school knows that however much or little support they require, the Hub is always available to them to support them</p> <p>Our business is based on the principle of 'Give away the business' i.e. we seek to equip all our customers to better understand procurement and how they can do it more effectively, and so the Hub, as a concept which we already operate for other clients, will function in a similar way.</p> <p>We will produce a range of guidance notes and advisory documents specifically for the Hub and referencing the external resources where appropriate e.g. the digital platform, DfE(.gov.uk) website resources and potentially even resources available in</p>

the other regional website to support schools to deal with the key issues of running collaborative procurement and contracting. These will focus around topics such as defining the shared need i.e. where schools are looking to work collaboratively it is essential that the core need is the same even if some schools require some additional peripheral services. This will highlight that issues such as MFDs could potentially be bought collaboratively even if some want to buy and some want to lease but catering services where some schools have in-house provision and some outsource are going to be much more difficult.

Our Purchasing Help Desk will continue to offer support to schools that require it throughout the process and can also point them to external resources available on other websites in line with DfE strategy e.g. digital tool. The Purchasing Help Desk will also be able to assess whether a school (probably the lead school in the collaboration), or group of schools, would welcome some additional support with a face-to-face meeting from either our local school relationship manager or a category specialist in the area they are procuring. The Purchasing Help Desk will be able to refer on the call to the relevant person within 2buy2 and arrange for the school(s) to be visited within a reasonable timeframe that suits the needs of the school(s). Such advice may cover areas such as compliance and identifying the best procurement route for the types of goods and services i.e OJEU or not, what frameworks are available that are suitable etc.

Where schools contact us, via either their school relationship manager, the Purchasing Help Desk or online enquiry forms, in advance of them starting the collaborative purchasing we will offer them training either face-to-face by attending their SBM network meetings or a specific meeting or alternatively via webinars to equip the schools to buy collaboratively. This will include training them on the key elements of contracting including terms and conditions, how to manage payments during a contract (particularly where service provision varies over the contract length) and how to manage suppliers effectively. We will also offer specific training relating to the category they are looking to purchase in. This training will be supported by buying guides which we will seek to work with the DfE Category team and CCS Category team to produce.

We would also look to engage with DfE category suppliers and CCS Framework suppliers to bring them additional training that was relevant to their work e.g. legal services looking at contracting and managing disputes.

One of the key reasons we believe schools fail to manage their procurement processes efficiently and compliantly is the lack of time that they have. It is therefore essential that the support we give schools who wish to work collaboratively on their own is tailored to remove as much of the burden as possible from them. One of the impacts on procurement as a result of this time pressure is the lack of ability to identify new, appropriate suppliers within the marketplace. We would therefore look to support schools in running supplier days where schools that were interested in purchasing collaboratively in a particular category could come to one place and meet a number of compliant framework suppliers.

This significantly reduces the time required for market engagement and will start to help them define their needs and shape their scope of services.

We recognise the need for us to also provide a range of tools and templates to support the schools in them buying collaboratively themselves. We would therefore propose to make 2 tools available to them. Firstly, our work with the Public Sector Buying Organisations (PSBOs) to create the framework portal of compliant suppliers will enable schools to easily search and find framework providers and suppliers that are compliant. We recognise however that advice and guidance will also be needed on the terminology used as many schools will not understand acronyms like CPV and NUTS and we will provide that and put it onto the website in an appropriate place for schools to find it easily.

Working with the different compliant framework providers we would look to develop a single form on the website that would enable schools to push out their procurement requirement across a large number of framework providers. This would increase the range of tender responses and enable them to get better value without spending hours filling in different forms for each framework provider.

We recognise the importance of ensuring that schools understand and comply with the relevant procurement processes both from a compliance and auditing perspective. We will therefore make available our e-procurement tool for any schools that wish to undertake collaborative procurement within the region. This will ensure that the schools are fully compliant and are able to demonstrate a transparent decision making process should they be audited or a supplier challenge any element of the tender.

The website will contain a section for templates including suggested service level agreements and key performance indicators and payment terms and processes. We will not provide contract templates as we recognise that the legal position of schools can differ significantly e.g. some schools within a collaboration may be LA funded whilst others may be part of a Multi-academy trust and therefore sit under a registered charity. We will however provide them with support in seeking appropriate professional legal advice when drafting contracts and the importance of ensuring that contracts are appropriate for all members of the collaboration. This would include highlighting compliant frameworks for schools to utilise and, if appropriate support with any call-offs.

In regard to supporting schools in managing the payment of their invoices efficiently and effectively we will provide them with guidance around ensuring that invoices are checked to match with the contractual costs. This is particularly of relevance for categories such as utilities however it is important across all categories as our experience of supporting schools has identified many that are overpaying for services compared to their contractual costs.

Where required our category managers and/or school relationship managers will support the schools in tailoring the service level agreements and key performance indicators to their specific requirements and work alongside their legal representatives as required.

Also referenced:

Appendix ref: P7 – Mobilisation Plan

**SCHEDULE 3.2
COMMERCIALLY SENSITIVE INFORMATION**

No.	Date	Item(s)	Duration of Confidentiality
		None identified	

SCHEDULE 3.3

NOTIFIED KEY SUB-CONTRACTORS

Key Sub-Contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in delivery of the Services
<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>	

SCHEDULE 3.4

THIRD PARTY CONTRACTS

- 1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.
- 2 The Provider shall be entitled to update this Schedule in accordance with Clause 14.5 (*Appointment of Sub-Contractors*).

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 4.1

CHARGES AND INVOICING

1. Draft Cost plus model

For the Pilot Hubs the Department will pay on a cost plus basis.

- a) Costs will be estimated at the outset of the year (or, in the case of the mobilisation and Pilot Phase, through the tender process). Monthly payments will be made to the contractor, based on the estimates and reconciled at the end of year to actual costs incurred with any adjustment to the total annual payment to take account of any difference from the estimate made at this point.
- b) A profit rate may be applied to the costs (the Contract Profit Rate (CPR). Profit generated by the Service Provider ("Provider") will be capped at the level bid during the tender process. This includes any profit that is generated by the Service Provider ("Provider") in any non-Hub elements of their business as a consequence of their Hub activity (for example, additional volumes of spend directed through frameworks run by the Service Provider ("Provider") (Indirect Profit).

[Note - The maximum profit level acceptable to the Department is 5%]

- c) The actual price must be based on the actual allowable costs (see below) plus the Contract Profit Rate (CPR) calculated in accordance with the profit formula, less any Indirect Profit generated by the Service Provider ("Provider"). This netting off of Indirect Profit will be capped at the level of the CPR such that the Service Provider ("Provider") will, as a minimum, be paid their actual allowable costs.
- d) The Provider is required to provide details of any Indirect Profit at the end of each year as part of the reconciliation process. The Department will have the right to review any relevant financial or performance data to ascertain whether any indirect profit has been generated.
- e) The maximum payment for all mobilisation activities and delivery of Detailed requirements 1 to 8 during the first year of delivery is £ 1,094,583.00 (exclusive of VAT). However, there is an additional amount of up to £200,000 (exclusive of VAT) available for projects undertaken under Requirement 9 of the specification in the first year of delivery. Costs will be estimated on a project by project basis and payments will be made as per clause 1a of this schedule.
- f) The Authority shall not be liable to pay any Charges or costs incurred by the Provider in excess of £ 1,094,583.00 (exclusive of VAT) for the Initial Term.

2. Price formula

Contract price = Allowable Cost + Profit – Deducted Indirect Profits

Where:

Profit = Allowable Costs x CPR

Deducted Indirect Profits = the lower of total Indirect Profits and Profit

3. Allowable cost principles

3.1 A cost must be:

- a) appropriate – the type of cost is appropriate and relevant to the scope of delivery;
- b) attributable – the cost relates to the contract; and
- c) reasonable – the quantum of the cost is fair.

3.2 A cost is attributable if it is:

- a) either:
 - i. incurred specifically for the contract; or
 - ii. benefits both the contract and other work, and may be distributed to both in reasonable proportion to the benefits received; or
 - iii. is necessary to the overall operation of the business, although a direct relationship to any particular contract item cannot be shown; and
- (b) allocated to the Department for Education (DfE) contract on a basis consistent with the contractor's cost accounting practices.

3.3 A cost is reasonable if it will be determined by assessment of the quantum of the costs, and will generally be a question of judgement based upon supporting evidence. The determination of what amount of contractor costs are reasonable will be by agreement between the DfE and contractor.

3.4 A cost may be reasonable if it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

3.5 There is no presumption of a cost being reasonable purely by virtue of its incurrence by a contractor.

3.6 Factors that should be considered in assessing whether contractor costs are reasonable. Examples of such factors may include:

- a) reference to the outcome of benchmarking comparisons or 'should cost' analysis;
- b) significant deviations from the contractor's established practices;
- c) general recognition that the cost is ordinarily and necessarily for the conduct of the contractor's business or the contract performance; and
- d) excludes costs that may have been avoided or reduced by the exercise of reasonable standards of skill, care and efficiency.

4 Responsibilities

The Provider has responsibility for generating the price estimate. As such the Provider has a responsibility to ensure that the assumptions and forecasts used

to determine the price are fit for purpose. The Provider will have a responsibility to keep records relevant to the price estimate and actual costs incurred.

a. Allowable costs

i. Direct

Direct costs attributable to the contract will, of course, be appropriate and should be included in the allowable costs. In agreeing the price estimate, both parties should agree that the direct costs are appropriate, attributable and reasonable. Such cost may include exit costs that have been reasonably incurred to the extent that they could not have been mitigated

ii. Indirect

The same pricing principles will apply to indirect costs as to all other allowable costs.

iii. Overhead costs

Provided they are appropriate, attributable, and reasonable, are simply included in the price build-up exactly as direct costs would be.

iv. Sub-Contract Prices

The Service Provider ("Provider") has a duty to get reasonable and accurate quotes for any sub-contracted work to inform its cost estimate (and to have done any relevant make/buy cost benefit analyses).

Please note - the Provider may not include in their allowable costs any of the costs that the contract reasonably anticipates that the supplier will bare. E.g. service credits, damages

5 Profit

5.1 Contract profit rate

[REDACTED]

6 Maintenance of pricing records/Open book

6.1 The contract includes a requirement for suppliers to maintain records, which are sufficiently up to date and accurate to enable the DfE to use them to:

- a) audit the actual cost information provided by bidders;
- b) verify that a cost being incurred is an allowable cost;
- c) verify the reason for variances between estimated and actual allowable costs; and
- d) monitor the supplier's performance of its contractual obligations.

6.2 The Provider must proactively notify the DfE of any material change, or any risk of a material change, to either performance, cost, or schedule

6.3 The Provider may include the costs of meeting these requirements within the price of the contract/s, provided these costs are attributable and reasonable.

7 Audit and open book accounting

7.1 Audit and open book rights that allow the DfE access to the records, systems, sites, and people relevant to the performance of qualifying contracts.

7.2 The Provider may include the costs of meeting these requirements within the price of the contract/s, provided these costs are attributable and reasonable.

7.3 The purpose of project visibility is to:

- a) improve the DfE's understanding of the typical costs incurred on a Hub so they might become a more intelligent customer;
- b) allow the DfE to generate good quality management information to better focus senior management time where it is needed;
- c) allow the DfE to identify areas where costs incurred are higher than expected or at odds with comparable projects, and where there may be opportunities to reduce costs;
- d) allow the DfE to identify possible failing projects in a timely manner, to monitor risks and cost growth, and to assess the likelihood of consequential price rises;
- e) allow the DfE to monitor sub-contracting procedures and performance; and
- f) improve the accuracy of cost estimating techniques by monitoring variance between estimates and outturn and understanding the causes of this.

8 Invoice and payment schedule

8.1 DfE process for invoicing:

- a) The Provider will submit an invoice to the shared services (SSCL) and copy in the Contract Manager as set out in 8.3 below
- b) The Provider should note that the payment process can take up to 30 days. Invoices should therefore be presented 30 days in advance against the agreed payment schedule. (Mobilisation and first year costs, and the breakdown of those costs, are stated in the Cost Matrix - Document 4 of the submitted tender. This document forms part of the contract and may be accessed if necessary during the Contract Term)

8.2 The table 8.2 below outlines the invoice and payment schedule, and the agreed monthly values to be invoiced during the mobilisation and pilot stages of the contract (as provided in the tender Cost Matrix in 8.1 of this

Schedule). The figures below are planned, therefore there may be variances to the actual value over the 15 month period. Any variances will be subject to a reconciliation during the final month of the contract to ensure that actual costs are covered for the contract duration. The total invoiced figure will not be higher than the overall contract value.

Table 8.2

Invoicing Period	Invoice Submitted By	Payment By	Invoice Value (excl VAT)
Nov-17	16/11/2017	18/12/2017	██████████
Dec-17	16/11/2017	18/12/2017	██████████
Jan-18	01/12/2017	02/01/2018	██████████
Feb-18	02/01/2018	01/02/2018	██████████
Mar-18	01/02/2018	01/03/2018	██████████
Apr-18	01/03/2018	02/04/2018	██████████
May-18	02/04/2018	01/05/2018	██████████
Jun-18	01/05/2018	01/06/2018	██████████
Jul-18	01/06/2018	02/07/2018	██████████
Aug-18	02/07/2018	01/08/2018	██████████
Sep-18	01/08/2018	03/09/2018	██████████
Oct-18	03/09/2018	01/10/2018	██████████
Nov-18	01/10/2018	01/11/2018	██████████
Dec-18	01/11/2018	03/12/2018	██████████
Jan-19	03/12/2018	02/01/2019	██████████
Feb-19	02/01/2019	01/02/2019	Reconcile

8.3 Invoicing

Invoices shall be submitted and/or sent, within 30 days of the end of the relevant invoicing date, to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA. An invoice is deemed a **“Valid Invoice”** if it is legible and includes:

- 8.3.1 the date of the invoice;
- 8.3.2 Provider’s full name and address;
- 8.3.3 Contract reference number;
- 8.3.4 Purchase Order number
- 8.3.4 the charging period;

8.3.5 a breakdown of the appropriate Charges aligned to the outlined invoicing schedule – table 8.2 (for the Pilot Phase)

8.3.6 days and times worked (if applicable);

8.3.7 Service Credits (not applicable for Pilot Phase); and

8.3.8 VAT and Rate (if applicable).

8.4 The DfE shall not pay an invoice which is not a “Valid” Invoice

9 Contract management

9.1 DfE intends to regularly (monthly) review cost estimates against actual costs in monthly contract management meetings, and adjust estimates where they are materially moving away from actuals such that the reconciliation is as small as practical at the end of year.

9.2 The Provider will need to clarify that any increases in identified costs throughout the year need to be highlighted to the contract management team at the monthly review meetings, and efforts will be undertaken by the supplier to minimise or mitigate

9.3 The Provider will need to advise the contract manager at the monthly review meeting should any new unidentified costs impact their agreed estimated costs. (This excludes any fixed costs as agreed for specific bespoke projects)

9.4 DfE require the Provider to supply, on a quarterly basis, a copy of their updated company cashflow statements/forecasts. These will be audited against the cash forecast submitted to DfE in October 2017 to ensure alignment with forecasted improving financial position and resilience. There will be further checks on the Provider’s financial position prior to movement into the BAU phase of this contract.

SCHEDULE 5.1
CHANGE CONTROL PROCEDURE

1. The Parties acknowledge that minor changes to the Contract, may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed, within the parameters of Regulation 72 of the Public Contract Regulations 2015, in writing between the Parties' respective contract managers.
2. The Provider shall use all reasonable endeavours to incorporate minor changes requested by the Authority within the current Charges and shall not seek to increase the Charges unless the change involves a demonstrable increase to its costs. Such increase in Charges should be sufficiently evidenced by the Provider to the Authority in writing.
3. Either Party may request a Variation provided that such Variation does not amount to a material change pursuant to Regulation 72 of the Public Contract Regulations 2015.
4. The Authority may request a Variation by completing the Change Control Note and giving the Provider sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Provider accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
5. If the Provider is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the Authority may allow the Provider to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with Schedule 5.2.
6. If the Provider wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on the Authority.
7. The Authority shall evaluate the Provider's proposed Variation in good faith, taking into account all relevant issues.
8. The Authority shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
9. The Authority may at its absolute discretion reject any request for a Variation proposed by the Provider.

**Annex 1
Change Control Note**

Contract Number		DFE Contract / Programme Manager
Provider		Original Contract Value (£)
Contract Start Date		Contract Expiry Date

Variation Requested	
Originator of Variation (tick as appropriate)	DFE <input type="checkbox"/> Provider <input type="checkbox"/>
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	

Payment Profile (if applicable) e.g. milestone payments			
Revised daily rate (if applicable)			
Impact on original contract (if applicable)			
Supporting Information (please attach all supporting documentation for this Change Control)			
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.		
<p>Variation Agreed</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> For the Provider: Signature..... Full Name..... Title..... Date..... </td> <td style="width: 50%; vertical-align: top;"> For the DFE: Signature..... Full Name..... Title..... Date..... </td> </tr> </table>		For the Provider: Signature..... Full Name..... Title..... Date.....	For the DFE: Signature..... Full Name..... Title..... Date.....
For the Provider: Signature..... Full Name..... Title..... Date.....	For the DFE: Signature..... Full Name..... Title..... Date.....		

Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the CCN are signed, returned and counter-signed.

To be entered by the Commercial department:

Commercial Contact		Reference Number	
Date received		EC Reference	

SCHEDULE 5.2

DISPUTE RESOLUTION PROCEDURE

1. DISPUTE RESOLUTION

- 1.1 Any Dispute shall be dealt with in accordance with this schedule 5.2.
- 1.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.
- 1.3 If a Dispute cannot be resolved by negotiation as referred to in clause 1.2 above, within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.
- 1.4 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

SCHEDULE 5.3

EXIT MANAGEMENT

1. If the Authority requires a continuation of all or any of the Services at the end of the Term, either by performing them itself or by engaging a third party to perform them, the Provider shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
2. The Provider will, within 3 months of the Effective Date, deliver to the Authority, a plan which sets out the Provider's proposals for achieving an orderly transition of Services from the Provider to the Authority and/or its Replacement Provider at the end of the Term (an "**Exit Plan**").
3. Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan .If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in Schedule 5.2.
4. The Provider will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update the Provider will submit the revised Exit Plan to the Authority for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in Schedule 5.2.
5. If the Provider does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges.
6. If the Provider incurs additional costs, such costs to be reasonable and demonstrable and evidenced in writing, the parties shall agree to a variation of the Charges in accordance with Schedule 5.1.
7. If the Authority requests, the Provider shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.
8. Within one month of receiving the software licence information described above, the Authority shall notify the Provider of the licences it wishes to be transferred, and the Provider shall provide for the approval of the Authority a plan for licence transfer.
9. The Provider shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Provider to the Authority at the end of the Term and shall provide the Authority free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by the Authority. The Provider shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

SCHEDULE 6.1

KEY PERSONNEL

Name	Role	Contact Details
<p>██████████ ██████</p>	<p>██████████</p>	<p>Email: ██████████ ██████████ Tel: ██████████ Mob: ██████████ Address: as for 2buy2.com</p>
<p>██████████</p>	<p>██████████ ██████████ ██████████</p>	<p>Email: ██████████ ██████████ Tel: ██████████ Mob: ██████████ Address: as for 2buy2.com</p>
<p>██████████</p>	<p>██████████ ██████████ ██████████</p>	<p>Email: ██████████ Tel: ██████████ Mob: ██████████ Address: as for 2buy2.com</p>
<p>██████████</p>	<p>██████████ ██████████</p>	<p>Email: ██████████ ██████████ Tel: ██████████ Mob: ██████████ Address: as for 2buy2.com</p>
<p>██████████</p>	<p>██████████</p>	<p>Email: ██████████ ██████████ Tel: ██████████ Mob: ██████████ Address: as for 2buy2.com</p>

SCHEDULE 7.1

PRE-EXISTING PRODUCTS COVERED BY PROVIDER'S IPR

[REDACTED]

SCHEDULE 8.1

Process chart - Specific Bespoke Projects Requirement 9 *(Pilot phase £200k annual budget/Hub managed by DfE contract manager for each pilot provider)*

