



Department for
Business, Energy
& Industrial Strategy

CONTRACT FOR THE PROVISION OF Assistive Technology (AT) Support Services TO THE DEPARTMENT OF BUSINESS, ENERGY AND INDUSTRIAL STRATEGY (THE CONTRACT OFFER LETTER)

This Contract is dated 1st April 2023 and is made between:

1. **The Secretary of State for Business, Energy & Industrial Strategy** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. **Inform Limited** (the “Contractor”) whose registered office is at 64 Kennington Oval, London, SE11 5SW.

INTRODUCTION

- (A) On 3rd November 2022 the Authority issued an invitation to tender for the provision of **Assistive Technology (AT) Support Services** - including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 2nd December 2022 and entitled ‘*The Inform Team BEIS AT Submission*’ explaining how it would provide the Services a copy of which is set out in Schedule 2 (the “Proposal”).

The parties agree as follows: -

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sums set out in Schedule 4 (exclusive of Value Added Tax) (the “Contract Price” of £389,640.00) and in accordance with (a) the Specification; (b) the Contractor’s Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which is attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Contractor’s Proposal to the Authority.

2. COMMENCEMENT AND CONTINUATION

This Contract shall commence on 1st April 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 2 years with an optional 1 year extension end on 31st March 2025.



3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

These amendments are for the purposes of this Contract only and do not set a precedent for future contracts between the Contractor and the Authority.

3.4 The Contractor's terms and conditions of business shall not apply to this Contract.

3.5 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:

- a) these clauses;
- b) the Standard Terms (as set out in Schedule 3);
- c) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
- d) finally, the Contractor's Proposal (as set out in Schedule 2)

save that where the Contractor's Proposals contain a provision requiring [a higher standard of service provision, the Authority may (at its discretion and for no additional remuneration confirm that such higher standard applies.

4. CONTRACTOR'S OBLIGATIONS

4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing Services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

5.1 The Contractor shall perform the Services under the direction of the Authority.

5.2 Any direction by the Authority may be given by Under FOIA Section 40 and 43 (the "Contract Manager") who is an officer in the Authority's **Head of IT Service Management, 1 Victoria Street, London, SW1H 0ET** or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager



- 5.3 The Contractor appoints Under FOIA Section 40 and 43, **Director, 64 Kennington Oval, London, SE11 5SW** to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.
- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with condition 17 of the Standard Terms
- 6.2 Invoices will be sent to:
finance@uksbs.co.uk and beis.digitalfinance@beis.gov.uk
Invoice information required:
All invoices must include a valid purchase order number and reference: prj_628. (The PO will be sent to the supplier after contract signature)

7. TRANSPARENCY

- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using the redacted version of the contract attached. (That version is for illustrative purposes only and does not form part of the Contract). The Authority has made the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 40 of the Standard Terms.

However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other



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legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

Signed by the parties' duly authorised representatives: -

For the Secretary of State for Business, Energy & Industrial Strategy

Signature: Under FOIA Section 40 and 43

Print Name:

Job Title:

Date:.....

For the Contractor

Signature: Under FOIA Section 40 and 43

Print Name:

Job Title:

Date:



The following Schedules form part of this Contract:

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	The Authority's Standard Terms & Conditions of Contract for Supplies/Services
Schedule 4	Contract Price
Schedule 6	Annex 1 - Processing, Personal Data and Data Subjects schedule



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Schedule 1 – Authority's Specification



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SPECIFICATION

Title: Assistive Technology (AT) Support Services

Tender Reference Number: prj_628

Date: 3/11/2022



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Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Introduction

The Department for Business, Energy and Industrial Strategy (BEIS) is responsible for:

- Business
- Industrial Strategy
- Science, Research and Innovation
- Energy and Clean Growth
- Climate Change

BEIS is a ministerial department, supported by 41 agencies and public bodies.

Find out more about our work visit the BEIS website at: <http://www.beis.gov.uk>

Aims

The Disability Discrimination Act sets out the legal obligation the department has to ensure that

reasonable adjustments are made to accommodate the needs of staff with long term or temporary

impairments or disabilities.

It falls to BEIS Digital to ensure that (Assistive Technology) AT products and services are made

available to meet the requirements of those using the IT service within the department. Such requirements are usually identified through a formal, specialist workplace assessment.

In addition to providing products and services, BEIS Digital also provides specialist advice to others in BEIS working on the delivery of digital solutions to ensure compliance issues are identified and addressed.

This service is provided to BEIS and some of its Arm's Length Bodies (7,900 users) and the



Department for International Trade (DIT) (4,600 users).

The following acronyms are used within this document:

AT Assistive Technology

BEIS Department for Business, Energy & Industrial Strategy

CAN Capability Action Network (BEIS)

DisNET Disability Network (DIT)

DIT Department for International Trade

IT Information Technology

Cirrus – Name of the IT service provided to BEIS and DIT staff

Objectives

Given the number of AT users – around 1000 individual AT software users and 900 AT hardware users and the volume of new requests for specialist software/hardware – around 40 new requests per month staff resources in Digital need to be supplemented with specialist external support.

This is to ensure that any AT related matters are dealt with promptly and to a consistently high standard.

Key objectives for this service are as follows;

- Capturing requirements for new AT starters
- Managing new requests for AT software / hardware
- Managing of complex issues relating to AT software or AT peripherals
- Promoting digital accessibility
- Consultation and assistance working with the AT communities
- Managing development work with software vendors
- Working with Cirrus technical resources and the business



- Dedicated internal customer-facing point of contact
- Analysis on use of software applications
- Working with the Assurance team
- Working with the Health, Safety & Wellbeing team

Scope

In scope:

- Those delivering this service must agree to being cleared to SC level (Security Check)
- Fixed cost for the duration of the contract

Out of scope:

- Pay as you use service

Requirement

Shown below is a breakdown of the number of users in BEIS and DIT that are provided with AT software and/or hardware following assessments/cases processed by the Health, Safety and Wellbeing team:

	Total	BEIS (incl. users in some Partner Orgs)	DIT
Number of specialist software installations across BEIS and DIT	1326	1111	215
Number of individual users of specialist software	912 – 46% increase compared to 2020/21	787	125
Number of new software installations in FY 2021/22	500 – 12% increase compared to 2020/21 (as at 31 March 2022)	438	62
Number of specialist hardware users (there's no split for BEIS and DIT)	848	-	-
Number of new hardware provisions in FY 2021/22	458 – 34% increase compared to 2020/21 (as at 31 March 2022)	458	0 – BEIS no longer provide hardware for DIT users



- Capturing requirements for new AT starters
 - o Ensuring requirements for new AT starters are understood and processed
- Managing new requests for AT software / hardware
 - o Working with the BEIS Health, Safety and Wellbeing team to provide appropriate AT software and/or additional hardware solutions for staff.
 - o Working with DIT HR and Health & Safety teams in conjunction with the Civil Service Workplace Adjustment Service to provide appropriate AT software and/or additional hardware solutions for staff with Agreed Workplace Adjustments.
 - o Leading weekly meetings with AT Team to plan installations and training for AT users.
- Managing of complex issues relating to AT software or AT peripherals
 - o Research and contact with software and/or hardware vendors to resolve issues for AT users
 - o Management of escalations to completion and satisfaction of the Department and the AT user
- Promoting digital accessibility
 - o Partnering with the Health, Safety and Wellbeing team to deliver Digital Accessibility and Reasonable Adjustments briefing sessions to all staff and to new line managers at the BEIS Camp
 - o Designing and maintaining the Digital Accessibility content on BEIS' intranet
- Consultation and assistance working with the AT communities
 - o Weekly meetings with AT users (complex AT issues)
 - o Weekly meetings with BEIS CAN Digital representatives
 - o Working with HR teams as required
 - o Quarterly meetings with BEIS CAN and DIT DisNET networks to advise on AT activity
 - o Quarterly H&S Committee meetings to advise AT activity
 - o Delivering and contributing to objectives in the BEIS Disability Action Plan 2020-2022
- Managing development work with software vendors
 - o Working with AT users to determine requirements; advising vendors; working with developers; testing new software with AT users; completing to satisfaction of the Department and AT users.
- Working with Cirrus technical resources and the business
 - o On implementing and testing of new or updated software products
 - o Advising on accessibility requirements for Digital systems e.g. HR / Finance system, providing input into tender documents
 - o Where necessary, consulting with BEIS staff networks e.g. PSED
 - o Identifying suitable AT testers; testing software with AT users
 - o Feeding back results and monitoring improvements to new systems
 - o Advising on support and accessible material e.g. documents, websites and videos
- Dedicated customer-facing point of contact



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- o Triaging technical support to AT users, including engagement on escalations of AT requests or issues.
- Software usage
 - o Ensuring the renewal of AT product licenses
 - o Investigating options for using Microsoft 365 solutions to meet requirements currently fulfilled using 3rd party products
- Working with the Assurance team
 - o Ensuring AT requirements are considered at the earliest stage possible in the project lifecycle
 - o Attending and contributing to the weekly Operation Change and Release Board
 - o Attending and contributing to the fortnightly Assessment & Review Group meeting

Other key requirements:

- In the event supplier needs to substitute any individuals contributing to delivery of this service, the supplier must provide a notice period of 20-working days and must fund a handover of up to 5-days. The supplier must put forward relevantly skilled and experienced personnel to suit the role and ensure that the substitute is cleared to Security Check (SC).
- Travel should be included to BEIS' main office in Victoria/Whitehall. Should an in-person service be required elsewhere, travel and subsistence can be charged.
- The specialist must;
 - o Meet BPSS (Baseline Personnel Security Standard) requirements and agree to being cleared to SC (Security Check)
 - o Be able to use ServiceNow, as an IT Service Management Tool
 - o Have Technical knowledge of the following software products (list not exhaustive)
 - ZoomText
 - Dragon
 - JAWS
 - Dolphin Supernova
 - Read & Write
 - ClarioRead
 - o Have Technical knowledge of specialist hardware products designed to aid different AT requirements -
- The supplier must fund any transition costs at the start and end of this engagement

KPIs

1. Monthly report to be provided 10 working days after month end to include details of number of users supported and nature of support, number of requests fulfilled, and details of projects worked on.



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2. 75% percent of AT requests fulfilled within 10-day SLA where there was no dependence on user availability or availability of specialist software or equipment.

3. AT guidance material on BEIS Intranet to be reviewed and updated every six months and for confirmation to be provided when task has been completed. In the event of policy change this should be updated within two working days.

4. If one or more of the above KPIs are missed for three consecutive months, a corrective action improvement plan will be produced within 10 days of this KPI being missed.

Timetable

The contract should be for a minimum of 2 years with the option to extend by a further 1 year. Costs for the new service must not exceed c£129,000 per year exVAT as this is what has been budgeted for in business planning.

Protection of information & security arrangements:

The supplier and their subcontractors will be required to sign (or abide by) a non-disclosure agreement and apply BEIS information security policies to all information they access as part of this work, including ensuring that only duly authorised personnel can access protectively marked information. The supplier and their subcontractors will need to demonstrate the availability of adequate infrastructure and a business continuity plan to deliver the work to a high level of quality at the required time, ensuring the protection of information at all times.

Conflicts of Interest:

It must be made clear in the tender if there are any conflicts of interest relating to the provision of Assistive Technology Support Services contract. If there are any conflicts of interest it must be made clear that there are provisions for mitigating the risk that this may affect the bidder's ability to provide impartial advice.

Period of Contract:

The contract shall run to end of February 2025 with option to extend for a further year.

Price and payments:

In submitting full tenders, suppliers confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

A breakdown of billable days or hours of work undertaken the previous week must be provided by the supplier promptly each week, along with the relevant invoice, to assist BEIS's cost control and payment processes.

BEIS's target is to pay all approved invoices within a maximum period of 10 days.



Timetable

Event	Date and Time
Date opportunity advertised	11 th October 2022
ITT issued	3rd November 2022
Deadline for receipt of queries about ITT	11 th November 2022 4:00PM
Response circulated to queries	18 th November 2022
Deadline for receipt of tenders	16:00 GMT on 2nd December 2022
Evaluation of Written Bids	WC 12 th December 2022
Selection of Preferred Supplier and Contract award	WC 4 th January 2022
Contract start date	March 2023



CONDITIONS OF TENDER

Representations

- A contractor may contact officers of BEIS to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to contractors.

Specification

- For the avoidance of doubt, the contract specification shall include all requirements explicit or implied within the invitation to tender.
- It must be recognised that BEIS reserve the right to withdraw this tender document and all funding contained within it without notice.

Tenders Excluded

- No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of BEIS. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors.
- It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in the specification.

Collusive Tendering

- In submitting a tender against this contract, the contractor confirms that they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.
- The contractor also certifies that at no time, before or following the submission of the tender, has the Contractor carried out any of the following acts:
 - i) communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure is required for the purpose of obtaining insurance;
 - ii) entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
 - iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. The context of this clause the word 'person' includes any persons and anybody or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.



- Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.
- Contractors should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Contractors should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.
- It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Contractors should note that no information is likely to be regarded as exempt forever.



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Schedule 2 – Contractor’s Proposal

Details in the attached document titled ‘The Inform Team BEIS AT Submission’



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Schedule 3 – Standard Terms and Conditions

Attached BEIS Standard Terms and Conditions Document



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Schedule 4 – Contract Price

**Details in the attached document titled ‘Assistive Technology Support
Service - Pricing Submission’**

Under FOIA Section 40 and 43



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Schedule 6

Annex 1

Processing, Personal Data and Data Subjects schedule

Will follow Schedule 7 on GDPR legislation