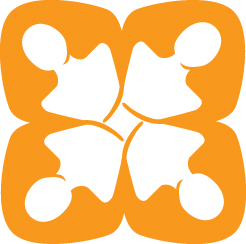
ITT 60042

Invitation to Tender for the provision of:

Health Research Authority Principal Operational Systems: Development, Maintenance and Support Services

Part A: Introduction to Invitation to Tender

The acronyms and abbreviations used in this document

|  |  |  |
| --- | --- | --- |
| Acronym | | Description |
| **B** | | |
| BMS | | Business Management System |
| **C** | | |
| CAG | | Confidentiality Advisory Group |
| CTR | | Clinical Trials Regulation |
| CRN | | Clinical Research Network |
| CT | | Clinical Trial |
| **D** | | |
| DBMS | | Database Management System |
| DH | | Department of Health |
| **E** | | |
| EIR | Environmental Information Regulations 2004 | |
| EP | Evaluation Price | |
| **F** | | |
| FOIA | Freedom of Information Act | |
| **G** | | |
| GFI | Generic Forms Interface | |
| **H** | | |
| HARP | HRA Assessment Review Portal | |
| HRA | Health Research Authority | |
| **I** | | |
| ICT | Information and Communications Technology | |
| IPR | Intellectual Property Rights | |
| IRAS | Integrated Research Application System | |
| ISO | International Organisation for Standardisation | |
| ITIL | Information Technology Information Library | |
| ITT | Invitation to Tender | |
| **K** | | |
| KPI | Key Performance Indicator | |
| **N** | | |
| NHS | National Health Service | |
| **Q** | | |
| QA | Quality Assurance | |
| **R** | | |
| REC | Research Ethics Committee | |
| RES | Research Ethics Service | |
| **S** | | |
| SCR | Software Change Request | |
| SDM | System Delivery Manager | |
| SLA | Service Level Agreement | |
| SPV | Special Purpose Vehicle | |
| **T** | | |
| TOPS | The Over-volunteering Prevention System | |
| **U** | | |
| UAT | User Acceptance Testing | |
| **V** | | |
| VCSE | Voluntary Community and Social Enterprise | |
| VOIP | Voice Over Internet Protocol | |

Definition of terms used in this document

1. Unless otherwise provided or the context otherwise requires, the capitalised expressions in this ITT shall have the meanings set out in the glossary below.

|  |  |
| --- | --- |
| Actual Services Commencement Date | means the date the Supplier actually commences delivery of the Services (defined in Schedule 4 of the Terms and Conditions) |
| Associated Document Pack | means the collection of supplementary documents provided alongside this ITT document |
| Budget Deviation | means the Capped Budget minus the Evaluation Price will establish the Budget Deviation |
| Business Continuity | means plans for continuity of the Services during a Business Continuity Event as defined in Section 6 of the T&Cs |
| Business Continuity Event | means any event or issue that could impact on the operations of the Supplier including a Force Majeure Event defined in Schedule 4 of the Terms and Conditions; |
| Capped Budget | has the meaning given to it paragraph 2.1 of Schedule 2 (Pricing Schedule) of Part B of the ITT; |
| Commercially Sensitive Information | Means information designated as such under Schedule Three:  Confidential & Commercially Sensitive Information subject to the explanation provided in para 6 of Section One: Instructions to Tenderers. |
| Conditions of Contract or Contract | means the Terms and Conditions of Contract provided with this ITT; |
| Confidential Information | Has the meaning defined in Section 4 of the Terms and Conditions and Schedule Three: Confidential & Commercially Sensitive Information of the ITT. |
| Consolidated  Score | means the score made up of the Technical/Quality Evaluation (weighted at 50% of the score) and the Price Evaluation (weighted at 50% of the score); |
| Consortium | means a group of economic operators acting jointly to provide the Services; |
| Consortium Lead | means the organisation nominated as lead of a Consortium in accordance with paragraph 13.7 of Section 1 of Part A of the ITT; |
| Contract | means the form of contract at the front of this document and all schedules attached to the form of contract; |
| Disaster Recovery | means Policies and procedures to enable the recovery or continuation of technology infrastructure and systems following a disaster; |
| Evaluation Price | means the Tenderer’s total Prices for the Operational Services and the Development Services as set out in its response to table E in section 6.1 of Schedule 2 to Part B of the ITT (Pricing Schedule); |
| Financial Year | Means the period between the 1st of April and the 31st of March; |
| Form of Tender | means the declaration and warrantees provided under Schedule Five: Form of Tender; |
| Guarantee | means a deed of guarantee in favour of the Authority entered into by a guarantor or any guarantee acceptable to the HRA; |
| Help Desk | 1st line application support. |
| Jira | means Atlassian Inc.’s proprietary issue tracking tool; |
| Key Performance Indicator | A metric that evaluates a factor deemed crucial to the success of the Service; |
| Master Test Plan | means a test plan addressing multiple test levels |
| Method Statement | has the meaning given to it in Schedule One (a), Section B. |
| Non-Production | means Development and Test related infrastructure / environments; |
| Non-Standard Hours | means all hours outside of Standard Hours. |
| On-Site | means supplier office as notified to the HRA by the Supplier; |
| Price Evaluation | Means the evaluation of price process described in paragraph 6 of Section 3 (Evaluation Methodology and  Criteria) of Part A of the ITT; |
| Price Score | means the Tenderer’s price score as calculated in accordance with Table 5 in Section 3 (Evaluation  Methodology and Criteria) of Part A of the ITT; |
| Pricing Model | has the meaning given to it in paragraph 1.1.1 of Schedule 2 (Pricing Schedule) of Part B of the ITT; |
| Prices | means any values or amounts submitted by a Tenderer in response to Schedule 2 (Pricing Schedule); |
| Production (Operations, Environment, Infrastructure) | means relating to the live operation of HRA activities; |
| Proposal Assessment | means the assessment of the Tender Response in respect of the questions in Section B of Schedule One  (a) (Tenderer Response) and Schedule Two (Pricing Schedule) of Part B of the ITT; |
| Quote Price | means the BMS field into which the Evaluation Price should be entered; |
| Rate Card | means the prices provided in the Resource Rate Card in Table C, Section 5 of Schedule 2: Pricing Schedule |
| Remedial Proposal | has the meaning defined under Clause 15.3 of Schedule 2 of the Terms and Conditions; |
| Service | means the required service as defined in this document; |
| Service Specification | means the service specification at Schedule 1 of Part B of the ITT; |
| Service Level | means a defined parameter against which the supplier will operate and against which an aspect of the performance of the service will be measured; |
| Service level Agreement | means the document which specifies the parameters under which the supplier will operate and against which the performance of the service will be measured; |
| Service user | means any registered user, user intending to register with permission of HRA on the HARP system (or any additional system as agreed under the terms of this contract), and all HRA Staff as default; |
| Standard Hours | means, as a minimum, 9am to 5pm GMT, Monday to Friday (excluding UK Bank Holidays) or as agreed otherwise; |
| Suitability Assessment | means the assessment of the Tender Response in respect of the questions in Section A of Schedule One (a) (Tenderer Response) of Part B of the ITT; |
| Supplier | means the provider of the Service defined in this document; |
| Technical/Quality Evaluation | has the meaning given to it in paragraph 5.1 of Section  3 (Evaluation Methodology and Criteria) of Part A of the  ITT, as further described in that paragraph 5; |
| Technical Score | means the score awarded to the Tenderer in respect of the Technical/Quality Evaluation; |
| Tender Response | means the information submitted by the Tenderer to the HRA in response to the OJEU Notice and the ITT; |
| Tenderer | means the tenderer providing a Tender Response to the responding to the HRA in response to the OJEU Notice and the ITT, including an organisation or group proposing to provide all the requirements as a Consortium; |
| Term | means term as set out in the Key Provisions in Schedule 1 of the Terms and Conditions; |
| Terms and Conditions (of Contract) | means the Terms and Conditions for the Provision of Services (Contract Version) provided in association with this ITT. |

INTRODUCTION: Invitation to Tender

The Secretary of State for Health is issuing this Invitation to Tender (“**ITT**”) in connection with a competitive procurement conducted in accordance with the Open Procedure under the Public Contracts Regulations 2015.

Tenderers are invited to provide proposals for the HRA Development, Maintenance and Support Services as advertised in the Official Journal of the European Union (OJEU) dispatched **30 October, 2015***.*

This document contains the materials the HRA will use to form the basis of any Contract that may be awarded.

This Invitation to Tender document consists of:

**Part A**

**Introduction to Invitation to Tender;**

Section One: Instructions to Tenderers;

Section Two: Conditions of Contract; and

Section Three: Evaluation Methodology and Criteria.

**Part B**

Schedule One: Service Specification;

Schedule One (a): Tenderer Response;

Schedule Two: Pricing Schedule;

Schedule Three: Confidential & Commercially Sensitive Information;

Schedule Four: Administrative Instructions;

Schedule Five: Form of Tender;

Appendix A: Sub-Contractors;

Appendix B: Conflict of Interest: and

The HRA is making use of the Department of Health’s electronic tendering portal, the Business Management System ("**BMS**") to carry out the tender process. If you need any assistance using the BMS please contact the Help Desk on 0113 254 5777 between 10:00hrs and 16:00hrs.

**If there is an intention to tender, then the Tenderer should acknowledge their interest (as quickly as possible) by sending a message through BMS (online messages). This is the sole responsibility of the Tenderer and ensures that future updates can be provided in an effective and timely manner. Failure to acknowledge your intention in this manner may lead to delays in receiving additional information and clarification updates.**

Any questions regarding this ITT must be sent to the HRA using BMS (online messages). All questions must be received by the deadline for questions which is ***13 November, 2015*** at ***14:00***.

Should the HRA respond to the question, the question and answer will be published using the BMS Messaging Portal and will be visible to all participants. The HRA will not respond to questions received after the deadline.

As part of their Tender Response, Tenderers must complete all relevant sections in Part B of the ITT. All Tender Responses must be returned no later than the deadline for receipt of Tender Responses: **27 November, 2015** at **14:00**.

Tender Responses must be submitted via BMS.

**IMPORTANT NOTE**

|  |
| --- |
| **Tender Responses may only be uploaded via the Sourcing Home Page, using the ‘Actions’ window and selecting the ‘Create Quote’ option.**  **If you upload your quotation by any other method, for example by using the ‘New Message/Documents’ tab, the quotation will not be correctly linked to the ITT and your submission will be rejected.** |

SECTION ONE: Instructions to Tenderers

1. Tender documents
   1. Tender Responses shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Tenderer does not provide all of the information the HRA has requested within the Tender pack, the HRA may reject the Tender Response as non-compliant.
   2. The Tenderer is expected to examine and, where necessary, respond to all of the documents that comprise the Tender documents. Tenderers should acquaint themselves fully with the extent and nature of the requirement and the contractual obligations.
   3. Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their Tender Response. Tenderers are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender Response, and all other stages of the selection and evaluation process. Under no circumstances will the HRA, or its advisers, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisers incur in this process.
   4. Tenderers are solely responsible for obtaining the information that they consider is necessary in order to prepare the content of their Tender Response and to undertake any investigations they consider necessary in order to verify any information the HRA provides during the procurement process.
   5. All pages of the Tender Response must be sequentially numbered (including any forms to be completed and returned).
   6. All Tenderers must submit their Tender Responses in a Microsoft Word compatible format.
2. Amendments to Tender Documentation and Termination
   1. The HRA may modify the ITT by amendments in writing.
   2. The HRA may, at its sole discretion, extend the deadline for receipt of Tender Responses.
   3. The HRA reserves the right to open one or more additional rounds of tendering.
   4. The HRA reserves the right to modify or to discontinue the whole of, or any part of, this tendering process at any time and accepts no obligation whatsoever to award a Contract.
3. Timetable
   1. The timetable for this procurement is shown in Table 1. This is intended as a guide and whilst the HRA does not intend to depart from the timetable, it reserves the right to do so at any stage.

Table 1: Indicative Timetable

| **Key Actions** | **Dates** |
| --- | --- |
| Dispatch of OJEU Notice | **30 October, 2015** |
| End of Tenderers’ clarification questions period | **13 November 2015** |
| Deadline for receipt of Tender Responses | **27 November, 2015** |
| Notification to unsuccessful Tenderers and preferred Tenderer | **11 December, 2015** |
| Standstill Period Ends | **23 December, 2015** |
| Actual Services Commencement Date (Transition activities) | **4 January, 2016** |
| Service Commencement Date | **1 April, 2016** |

1. FORM OF TENDER
   1. Part B, Schedule Five (Form of Tender) must be returned with your Tender Response.
   2. The contractual form will be a combination of the following:
   * Terms and Conditions of Contract (see Associated Documents Pack); and
   * Part B of this ITT document: all applicable Schedules and Appendices.
2. Tender Information
   1. Tenderers must satisfy themselves as to the accuracy of information the HRA provides. The HRA accepts no liability for any loss or damage of whatever kind or howsoever caused arising from Tenderer’s use of such information, unless such information has been supplied fraudulently by the HRA (where the meaning of fraudulently is "the making of false representation knowingly, or without belief in its truth, or recklessly").
   2. This Invitation to Tender and its accompanying documents shall remain the property of the HRA and must be returned on demand.
3. Freedom of Information Act 2000
   1. As a Government Department, the HRA is subject to and must comply with the Freedom of Information Act 2000 (**"FOIA"**).
   2. In accordance with the obligations and duties placed upon public authorities by the FOIA and the Environmental Information Regulations 2004 (**“EIR”**), the HRA may be required to disclose information submitted by the Tenderer.
   3. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive, the Tenderer should:
   * clearly identify such information as commercially sensitive;
   * explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
   * provide a reasoned estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
   1. This information must be listed in Schedule Three (Confidential & Commercially Sensitive Information), shown as either “Confidential Information” or “Commercially Sensitive Information”.
   2. Where a Tenderer identifies information as commercially sensitive, the HRA will take those views into account. Tenderers should note, however, that even where information is identified as commercially sensitive, the HRA may require disclosure of such information in accordance with the FOIA or the EIR. It is the sole responsibility of the HRA to decide whether the information might be exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the HRA cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed.
   3. Where a Tenderer receives a request for information under the FOIA or the EIR connected to this procurement process, the HRA requires the Tenderer to consult with it to establish if the request is for the HRA.
4. Submission of Tenders
   1. Tenderers must submit their Tender Responses using BMS. Tenderers must ensure that they leave sufficient time to upload their Tender Responses, particularly where there are large documents. If Tenderers have any problems with BMS, they must contact the Help Desk on 0113 254 5777 prior to the deadline for receipt of Tender Responses. The Help Desk is open Monday to Friday between 10am and 4pm excluding public and UK Bank Holidays.
   2. It is important to note that the HRA shall not accept any Tender Response that is submitted after the deadline for the receipt of Tender Responses has passed. Any Tender Response received after this deadline will be automatically rejected and not considered.
   3. Tenderers must submit a single copy of their Tender Response.
   4. Tenderers are requested not to provide any extraneous information that has not been specifically requested in the ITT including, for example, sales literature or Tenderers’ standard terms and conditions etc.
   5. Tenderers shall note that any Contract awarded under this procurement shall be on the HRA's terms and conditions of contract.
   6. The HRA reserves the right to reject any Tender Response if the Tenderer has failed to complete and return parts of the Form of Tender; or fails to provide the information requested in this Invitation to Tender; or the Tenderer has submitted any modification to this Invitation to Tender; or the Tenderer has submitted any qualifications to their Tender Response (see also paragraph 9).
5. Modification and Withdrawal of Tenders
   1. A Tenderer may modify their Tender Response prior to the deadline for receipt of Tender Responses. Any Tenderer wishing to submit a new Tender Response using BMS should contact the BMS Help Desk to advise that a replacement Tender Response is being submitted. It is the Tenderer's responsibility to contact the BMS Help Desk to resolve any problems with the electronic submission of the Tender Response.
   2. No Tender Response may be modified after the deadline for receipt of Tender Responses.
   3. Tender Responses may be withdrawn at any time before the deadline for receipt of Tender Responses. New Tender Responses may be submitted up until the deadline for receipt of Tender Responses, providing that (1) such intention is notified to the HRA using BMS or in writing when BMS cannot be used and (2) only the final Tender Response received before the deadline for receipt of Tender Responses shall be assessed.
   4. The Tenderer may withdraw a Tender Response after the deadline for receipt of Tender Responses, providing such intention is notified to the HRA using BMS or in writing when BMS cannot be used.
6. Tender Qualifications
   1. Tender Responses must not contain any qualifications to the Conditions of Contract. Tender Responses must be submitted strictly in accordance with the Tender documentation. Tender Responses must not be accompanied by statements that could be construed as rendering the Tender Response equivocal and/or placing it on a different footing from other Tender Responses.
   2. Only Tender Responses submitted without qualification, strictly in accordance with the Tender documentation as issued (or subsequently amended by the HRA) will be accepted for consideration. The HRA’s decision on whether or not a Tender Response is acceptable will be final and the Tenderer concerned will not be consulted. Qualified Tender Responses will be excluded from further consideration.
7. Notification of Award of Contract
   1. Where the requirement falls within the full remit of the Public Contracts Regulations 2015, there will be a minimum 10 calendar days standstill period, between communicating the Contract award decision and the conclusion of the Contract award.
   2. Tenderers should note that there is a requirement to publish a Contract award notice (including the name and address of the successful Tenderer(s) in the Official Journal of the European Union and notify the same details to unsuccessful Tenderers). Acceptance of the Contract in these circumstances is deemed to be formal authorisation to publish these details.
8. Price
   1. The HRA is always looking for solutions that are both sustainable and offer value for money. Tenderers are encouraged to offer discounts, efficiencies and sustainable solutions within their Tender Response. This should not be construed as an invitation to negotiate and the HRA will base its Contract award decision solely on definitive terms.
   2. Prices submitted must be submitted in accordance with Schedule 2 (Pricing Schedule) of Part B of this ITT. When uploading Tender Responses and asked for a total price for the whole requirement, **Tenderers should enter the Tenderer’s Evaluation Price in the “Quote Price” field on the BMS.** For the avoidance of doubt, this is in addition to the requirement to complete Schedule 2 (Pricing Schedule) of Part B of the ITT.
9. Small Medium Enterprises
   1. The HRA is fully committed to supporting the Government’s [small and medium-sized enterprise](http://ec.europa.eu/growth/smes/)[[1]](#footnote-1) (SME) initiative. All Tenderers, as potential suppliers to the HRA, will also be expected to support this initiative both directly and through their supply chains.
   2. Tenderers must also be aware that as part of this initiative, the HRA will expect that any suppliers within the supply chain are paid promptly. For certain contracts, the HRA reserves the right to validate that prompt payment is taking place.
   3. Suppliers to the HRA are encouraged to make their own commitment on prompt payment by registering with the [Prompt Payment Code](http://www.promptpaymentcode.org.uk)[[2]](#footnote-2).
10. CONTRACTING ARRANGEMENTS (Sub-contractORS AND CONSORTIA)
    1. It is important that the Tender Response conveys a complete and accurate picture of how the HRA’s minimum requirements for legal, economic and technical capacity, as set out in the Schedule One (a) of Part B of the ITT, will be satisfied. This means the HRA needs clarity on how bids are structured in terms of organisations contributing to them.
    2. The Tender Response must be completed in the name and ‘voice’ of the economic operator (typically a company or similar legal entity) or, in the case of Consortia, the economic operators which will ultimately enter into a Contract with the HRA and will therefore assume liability for performance of the Contract.
    3. The HRA is happy to receive and welcomes Tender Responses from economic operators collaborating as a Consortium or sub-contracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in this paragraph must be followed.

Sub-contracting proposals

* 1. If you need to rely on the capability and/or experience of one or more sub-contractors in your Tender Response to demonstrate your ability to provide the Services you must inform the HRA in your response to point 1.2 of Supplier Details in Section A of Schedule One (a) of Part B of the ITT. Any Tenderer using this approach should indicate that it is a lead contractor for the purposes of that paragraph. It must also complete Appendix A (Sub-Contractors) of Part B of the ITT.
  2. The HRA does not require all sub-contractors be disclosed. It only requires a Tenderer to disclose those sub-contractors who directly contribute to the Tenderer's ability to meet its obligations under the Contract. There is no need to specify those sub-contractors providing general services to the Tenderer (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Tenderer to perform the Contract. For example if the HRA requires a Supplier to hold a particular licence – then the Tenderer may indicate that ‘XYZ Co’ holds the licence and indicate that services covered by the scope of this licence will only be performed by its sub-contractor ‘XYZ Co’.

Consortium proposals

* 1. If a group of economic operators wish to act jointly to provide the Services, they may do so:
  + with all parties signing the resultant Contract and assuming joint and several responsibility for performance of the Contract. Please note that in accordance with Regulation 28 of the Public Contracts Regulations 2006 (as amended) the HRA may require the Consortium to form a single legal entity for the purpose of concluding the Contract; or
  + using a separate entity (often referred to as a special purpose vehicle or “SPV”) who will ultimately enter into the Contract with the HRA. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the Consortium members will need to nominate a guarantor for the SPV’s performance of the Contract.
  1. The Consortium should nominate a Consortium Lead to lead the bidding process. If a special purpose vehicle exists, then the Consortium Lead should lead and complete the Tender Response as the special purpose vehicle in its name and ‘voice’. If the special purpose vehicle does not yet exist, then the Consortium should nominate a Consortium Lead to complete the Tender Response on behalf of all the Consortium members.

1. TUPE
   1. The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) do not apply to this procurement as the services are currently provided by an organisation based in Bulgaria. The current service provider has sought legal advice, and has been advised that equivalent national law does not apply where there is a change of supplier.  In any event, they have confirmed that staff who currently perform the service will be redeployed and would not transfer to a new provider of the Services.
2. Transparency
   1. In accordance with the Government’s policy on transparency, Tenderers should be aware that the HRA intends to make the ITT and any subsequent Contract publicly available, by publishing it on the Government portal: [Contracts Finder](http://www.businesslink.gov.uk/contractsfinder)[[3]](#footnote-3).
   2. The Tenderer gives permission for the HRA to publish the awarded Contract in its entirety, including from time to time any agreed changes to the Contract, to the general public.
   3. The HRA shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure, in accordance with the provisions of the FOIA or the EIR; also taking into account the Data Protection Act 1998.
3. Language
   1. Tender Responses, all documents and all correspondence relating to the Tender Response must be written in English.

SECTION TWO: Conditions of Contract

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SECTION THREE: Evaluation Methodology & Criteria

1. Overview
   1. In the interests of an open, fair and transparent assessment, this section sets out how the HRA intends to evaluate Tender Responses. It outlines the evaluation criteria and respective weightings, as well as the evaluation methodology to be applied.
   2. The HRA reserves the right to request information at any time throughout the procurement process. Suppliers are required to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements, the HRA may obtain such evidence after the final tender evaluation decision, i.e. from the winning Supplier only.
2. Evaluation process
   1. There are minimum requirements for participation in this procurement. Information in relation to these minimum requirements is sought through a Compliance Questionnaire provided in Section A, Schedule One (a) (Tenderer Response). Suppliers are required to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation.
   2. Evaluation in respect of the compliance will take place with the winning bidder following evaluation of the technical/quality responses.
   3. The HRA reserves the right (as it is entitled to do) to amend the evaluation criteria and / or weightings in respect of the various evaluation phases of the procurement, but it will only do so upon prior written notification to participating Tenderers.
3. compliance QuesTIONS
   1. The HRA will check each Tender Response for completeness and compliance with the Invitation to Tender instructions including the Tenderers’ responses to questions in Section A of Schedule One (a) (Tenderer Response) of Part B of the ITT.
   2. The HRA reserves the right to reject any Tender Response it considers substantially incomplete, or non-compliant (each Tender Response will be assessed on its own merit, according to the level/importance of omitted or non-compliant content).
   3. Legal and commercial compliance will be evaluated using Tenderer responses to Section A, Schedule One (a) (Tenderer Response).
   4. Grounds for exclusion:
4. The Tenderer shall be excluded if it is neither registered nor licensed appropriately.
5. The Tenderer shall be excluded should any of the grounds for mandatory rejection be triggered.
6. The Tenderer may be excluded should any of the grounds for discretionary rejection be triggered.
7. The Tenderer shall be excluded if the HRA assesses that the Tenderer has a high risk of:

* insolvency over the Term;
* inability to cope with the Contract size; and/or
* insufficient financial capacity to deliver the Services effectively.

1. The Authority may use alternative international credit agencies (e.g. D&B) in order to gain a better understanding a provider’s financial standing and risk of failure.
2. If financial solvency and capacity cannot be determined from the information provided, the HRA reserves the right to seek further information through clarification in order to make a financial assessment.  Further information includes unaudited accounts, management accounts, cash-flow statements and any other appropriate documentation.
3. The HRA may, at its sole discretion, require the Tenderer to provide (or confirm that it shall provide) a Guarantee or a performance bond.
4. A Tenderer will be excluded where concerns cannot be addressed.
5. Proposal Assessment
   1. The HRA will use the following technical/quality / price ratio to determine the outcome of the evaluation:
   2. Technical/Quality 50% : Price 50%
   3. Technical/Quality and price are weighted and scored individually before being combined (as described in paragraph 7 below).
6. Technical/Quality Evaluation
   1. The responses to Section B of Schedule One (a) (Tenderer Response) of Part B of the ITT will be evaluated using the scoring scheme identified in Table 2 below (“Technical/Quality Evaluation”).
   2. The aim of the scoring during the Technical/Quality Evaluation is to place emphasis on the degree of confidence that the proposals are deliverable, as opposed to them being merely a reassuring and can-do form of words. A higher degree of confidence is gained where there is a deep discussion, provision of examples, as to where the bidder has already been able to use and measure their proposal/parts of their proposals as a business to date. This would reduce a scorer’s perception of performance risk. In addition, where applicable, the greater the effort made to make the proposals sufficiently certain and detailed so that they can be relied on from a contractual point of view (vague words are difficult to enforce as an obligation), the higher the score.
   3. In particular, Tender Responses are assessed on how well they satisfy the Technical/Quality Evaluation criteria set out in the technical/quality questions in Section B of Schedule One (a) (Tenderer Response) of Part of the ITT. The evaluation matrix in Table 4 below provides details of the weightings that the HRA will use in assessing the responses of the Tenderers to these technical/quality questions.
   4. There are twelve (12) technical/quality questions in Section B of Schedule One (a) of Part B of the ITT. Eleven (11) of these questions (B2 to B12) are evaluated using the generic technical/quality evaluation scoring scheme set out in Table 3 below. As per Table 3, a maximum available grade of 5 is awardable to each technical/quality question, which makes a maximum available aggregate score of 55 (11 evaluated technical/quality questions multiplied by a maximum grade of 5 per technical/quality question).
   5. The awarded grades to each technical/quality question are then weighted in accordance with the weightings allocated to each technical/quality question in Table 4 below. As per Table 4, the total weightings amount to 100. When applied to all the evaluated technical/quality questions, this gives a maximum available Technical Score of 500.
   6. The following explains the process the HRA will follow in more detail.

* Evaluators will review each Tender Response and provide an individual score from Table 3 below for each technical/quality question. After the evaluators submit their scores for all the technical/quality questions, the HRA will populate an evaluation spreadsheet comprising all the individual evaluators’ scores for all the technical/quality questions.
* A moderation meeting will take place to reach a consensus grade for each Tenderer where there are differences in the evaluators’ individual scores submitted under the above bullet point. In the event that agreement cannot be reached, further information may be requested from the Tenderer(s) by way of clarification. Once the consensus scores for all the technical/quality questions and for all Tenderers have been agreed, then each score is multiplied by the weighting allocated to that question. Once the weighted scores are generated for each technical/quality question, all the weighted scores are added together to produce each Tenderer’s total Technical Score.
  1. A grade of zero (0) in any of the evaluated technical/quality questions, before the weightings are applied, shall constitute a failure to evidence satisfactory delivery of the requirement(s) of the procurement and will automatically disqualify the Tenderer.

Table 2: Generic Technical/Quality Evaluation Scoring Scheme

| **Grade** | **Definition of grade** |
| --- | --- |
| 5 | A wholly excellent Tender Response that (where applicable):  Addresses all aspects of the question in an informed and comprehensive manner;  Demonstrates a thorough understanding of what is being asked for;  Provides evidence of how that understanding can be applied in practice;  Offers full confidence that the Tenderer will deliver the service in full;  Addresses the majority of areas of doubt and uncertainty; and  Provides certain, unambiguous commitments or statements of intent that permit reliance through translation into contractual terms |
| 4 | A good Tender Response that (where applicable):  Addresses all aspects of the question and is generally of a good standard;  Demonstrates a good understanding of what is being asked for;  Provides a worked-up methodical approach;  Offers confidence that the Tenderer will deliver the service in full with limited areas of doubt or uncertainty;  Addresses key areas of doubt and uncertainty; and  Provides commitments that can be translated well into contractual terms |
| 3 | A satisfactory Tender Response that (where applicable):  Addresses the majority of the question and is generally of a good standard but lacks substance or detail in some areas;  Demonstrates an understanding of what is being asked for;  Provides a satisfactory approach;  Offers a general level of confidence that the Tenderer will deliver the service (but with room for doubt in some areas);  Address some areas of doubt and uncertainty; and  Provides some commitments that can be translated well into contractual terms. |
| 2 | A Tender Response that (where applicable):  Addresses some of the question but either lacks relevant information and detail or lacks substance in a manner that would suggest the response is a “model answer”;  Demonstrates some understanding but with a lack of clarity in key areas;  Provides an approach which is not wholly appropriate or viable or lacks evidence;  Shows that the level of confidence that the supplier can deliver does not outweigh the doubt;  Does not address many areas of doubt and uncertainty; and  Does not offer sufficient commitment (with doubt as to the extent to which would translate into contractual terms) |
| 1 | A generally unsatisfactory Tenderer response that (where applicable):  Does not address the question or has omissions;  Lacks understanding in significant areas:  Provides an approach which has gaps or creates concerns;  Shows that the level of confidence that the supplier can deliver is low;  Creates uncertainty; and  Displays significant lack of commitment (with doubt as to the extent to which would translate into contractual terms) |
| 0 | A wholly unsatisfactory Tenderer response that (where applicable):  Provides no response or omissions/oversights that prevent scoring;  Refuses to deliver the requirement; and  Creates concerns so significant that the response would be detrimental to the interests of the HRA |

Table 3: Technical/Quality Evaluation Matrix

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section B of Schedule One (a) of Part B of the ITT** | **Question subject title** | **Max grade** | **Weight** | **Max weighted score (= max grade multiplied by corresponding weight)** |
| **B1** | **Overview** | **0** | **N/A** |  |
| **B2** | **Application Support and Associated Services** | **5** | **20** | **100** |
| **B3** | **Development & Maintenance** | **5** | **20** | **100** |
| **B4** | **Infrastructure** | **5** | **13** | **65** |
| **B5** | **Performance Management & Planning** | **5** | **4** | **20** |
| **B6** | **Governance** | **5** | **12** | **60** |
| **B7** | **Learning & Development** | **5** | **4** | **20** |
| **B8** | **ICT systems** | **5** | **4** | **20** |
| **B9** | **Communications Strategy** | **5** | **4** | **20** |
| **B10** | **Information & Knowledge Strategy** | **5** | **5** | **25** |
| **B11** | **Transition implementation plan** | **5** | **10** | **50** |
| **B12** | **Exit Management** | **5** | **4** | **20** |
|  | **TOTAL TECHNICAL SCORE** | **55** | **100** | **500** |

1. Price evaluation

The price evaluation is carried out using the Evaluation Price (EP) for each Tenderer proposal. The Evaluation Price is the method by which Tenderer proposals are assessed on a like-for-like basis. The Evaluation Price is the total contract cost specified in Table E in Schedule 2.

* 1. To be eligible for consideration under the Price Evaluation assessment, the EP for a Tenderer cannot be more than the Capped Budget, £1,000,000. Any Tender exceeding the Capped Budget in any given year will be unaffordable, and will therefore be excluded.
  2. The remaining eligible bids will be marked thus:
     + The Capped Budget minus the Evaluation Price will establish the Budget Deviation
     + The bid with the greatest Budget Deviation will be assigned full marks (marks available for price 50.00)
     + All other bids will receive a percentage of the available marks proportionate to the percentage deviation from the Capped Budget (Percentage Allocation = Bidders Budget Deviation / Greatest Budget Deviation). Marks will be expressed to 2 decimal places.
     + Any bid greater than or equal to the Capped Budget will receive no marks (0).
  3. The example below illustrates the process:

Table 4: Step 1 of the price evaluation

| **Eligible Bidder** | **Evaluation Price (EP)** | **Budget Deviation** |
| --- | --- | --- |
| Bidder A | £1,000,000 | 0 |
| Bidder B | £750,000 | 250,000 |
| Bidder C | £654,537 | 345,463 |
| Bidder D | £500,000 | 500,000 |

Table 5: Steps 2 and 3 of the price evaluation

| **Eligible Bidder** | **Percentage Variance**  **(Budget Deviation / Greatest Budget Deviation)** | **Price score** |
| --- | --- | --- |
| Bidder A | 0.00% | 0.00 |
| Bidder B | 50.00% | 25.00 |
| Bidder C | 69.09% | 35.55 |
| Bidder D | 100.00% | 50.00 |

* 1. The Price Score (as identified in Table 5) is taken forward and consolidated with the Technical/Quality Evaluation.

1. Consolidated view
   1. Tenders will be evaluated on both technical/quality criteria and price. To ensure the relative importance of both categories are reflected correctly in the overall score, a weighting system has been applied to each part.
   2. The Technical/Quality Evaluation forms 50% whilst the Price Evaluation 50% of the final score.

Table 6: Consolidated Calculation

| Evaluation Area | Calculation |
| --- | --- |
| Technical score  (As a fraction of maximum) | 367 ÷ 500 x 50% = **36.70** |
| Percentage (financial) Variance  (Budget Deviation / Greatest Budget Deviation) | 69.09% x 50.00 = **35.55** |
| **Consolidated Score** | **= 72.25** |

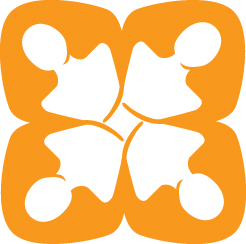
1. Contract Award
   1. The Contract will be awarded based on the offer that is the most economically advantageous to the HRA. For the purposes of this procurement, this is defined as the highest consolidated score (achieved in the manner described above).

ITT 60042

Invitation to Tender for the provision of:

Health Research Authority Principal Operational Systems: Development, Maintenance and Support Services

Part B: Invitation to Tender Schedules



INTRODUCTION: Invitation to Tender Schedules

This part of the Invitation to Tender consists of:

Schedule One: Service Specification

Schedule One (a): Tenderer Response

Schedule Two: Pricing Schedule

Schedule Three: Confidential & Commercially Sensitive Information

Schedule Four: Administrative Instructions

Schedule Five: Form of Tender

Appendix A: Sub-Contractors

Appendix B: Conflict of Interest

Schedule One: Service Specification

[GUIDANCE NOTE: As set out in the instructions to Tenderers, the HRA is seeking to appoint a Supplier to provide Development, Maintenance and Support Services that adds value and efficiency whilst maintaining high quality and stakeholder support.

This Schedule of the ITT sets out details of the Services which will be incorporated within Schedule 2 of the Agreement].

1. Introduction
   1. This procurement exercise is being undertaken by the HRA supported by Department of Health procurement professionals, to secure Development, Maintenance and Support services for the HRA’s principal operational systems.
   2. The HRA is tendering for Services to replace an existing contract. The successful bidder is required to provide Services from 1st April 2016.
   3. The HRA strategy to secure long-term objectives through the stable provision of quality services requires a contract of three to five years’ duration. It is the HRA’s intention to award an initial contract for a period of three years from 1st April 2016 until 31st March 2019. There are options to extend the contract for two periods of up to twelve months each at the HRA’s sole discretion. The upper cost estimate provided in Section D (Payment Terms and Payment Incentives) is the maximum sum available for the full five years, including the available extension options.
   4. This specification describes the Service to be delivered and will form the basis for evaluating the quality of the submissions.
   5. The Services are currently being provided by a technical partner. This contract ends at 31 March 2016.
   6. The specification includes defined outcomes, outputs and inputs. For the purpose of this document, these terms are defined as follows:

**Outcomes:** Explain what we are aiming to achieve. For example:

* Provides 1st, 2nd and 3rd line support (on an appropriate VoIP/Telephony infrastructure) along with system availability management and monitoring.

**Outputs:** Specify the measurable services or activities the Supplier must deliver to achieve an outcome. These will typically be defined in the form of KPIs and SLAs.

For example:  
A minimum of 80% of calls to the Help Desk to be answered within 5 rings.

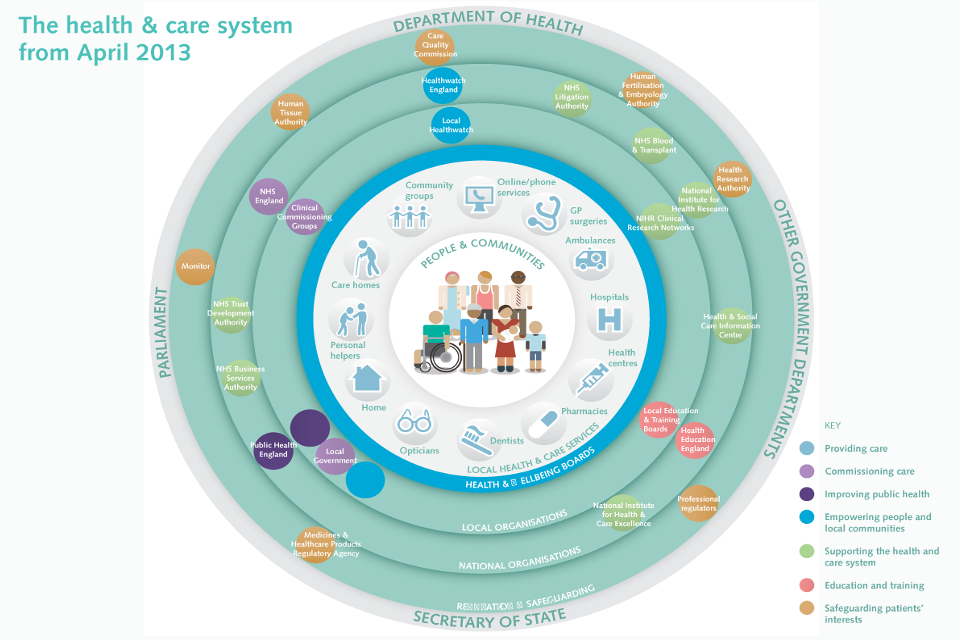
**Inputs:** Provide detail of how the Suppliers will be required to meet an outcome (e.g. the processes, materials or resources they must use). These may appear in the service description or as an SLA. For example:

* Each team will have a named development-lead.
  1. This document is structured into the following parts:
* Section A – Overview
* Section B – Aims, Scope, Outcomes & Timetable
* Section C – Detailed Requirements
* Section D – Contract Management and Reporting

1. Critical Success Factors
   1. The HRA consider the following as being key to the successful delivery of the service:
   2. The Supplier:
   * Develops a strong understanding of the business and operations of the HRA and the associated UK and European frameworks within which it operates
   * Is able to assign high quality staff and is able to recruit additional high quality resources if needed
   * Is able to give early input into proposed changes and suggest the best method of implementation for such changes
   * Is able to communicate and collaborate clearly and concisely at various levels between the Supplier organisation and the HRA
   * Is able to accurately judge the resource and time required to make changes so that delivery plans can be developed and relied on
   * Has a strong understanding of the system and software architecture so that the systems can be supported while maintaining high levels of availability and security
   * Is able to provide users with quick and reliable responses to queries and problems
   * Is able to provide rapid responses to system issues
   * Is flexible in response to changing priorities
   * Is proactive and in tune with HRA’s needs and imperatives
   * Demonstrates a strong customer service ethos
   * Displays partnership behaviours in a professional and courteous manner
   * Works with the HRA to contribute to long-term strategies
   1. Delivery of Service
   * Business continuity during migration including credible plan for successful movement of data and code
   * Provision all Services in line with SLA
   * 24/7 monitoring of servers and immediate response to tickets
   * Delivery to standards and timelines set by the HRA
   * On-schedule delivery including planning developments to meet essential delivery plan with active measures to ensure no loss of time or delays to the delivery plan
   * Delivered through a development methodology agreed with the HRA
   * Robust and demonstrable service delivery methodology (e.g. ITIL: IT Infrastructure library) detailing end-to-end process and consideration of other links (e.g. with finance), and a plan to deal with problems/incidents
   * Provision for Business Continuity and Disaster Recovery
   * Management of Infrastructure provider.
   1. Quality
   * The capacity to ensure specific domain knowledge is retained and exchanged by Service staff
   * Full transparency of process (including evidence of processes undertaken and control mechanisms applied)
   * Full participation in HRA audits led by independent auditors or HRA Quality Assurance department
   * Effective skills and knowledge transfer
   * Application of quality standards (HRA are working Towards ISO 9001 and will require support in meeting this)
   * An effective feedback mechanism to measure quality and address issues
   1. Flexibility/Change
   * Contingency planning (particularly relating to staff turnover)
   * Flexible around change and developing future requirements

SECTION A: OVERVIEW

1. The HRA
   1. The HRA was established in December 2011 to protect and promote the interests of patients and the public in health research and to streamline the regulation of research. We aim, with partners, to make the UK a great place to do health research, to build confidence and participation in health research, and so improve the nation’s health.
   2. This diagram illustrates where the HRA fits into the health and care system, alongside our partners:



* 1. In protecting and promoting the interests of patients, participants and the public in health research, we need to understand their expectations. Our experience so far suggests that they:
  + want and expect a good research base for the care they receive
  + have an appetite for contributing to it
  + see the importance of openness and transparency   
    and
  + value the oversight of Research Ethics Committees in ensuring their interests are protected, while avoiding unnecessary bureaucracy.
  1. In partnership with patients and the public, the HRA are developing a Public Involvement Strategy which will inform how we continue to ensure their input into our work.
  2. It is clear that there is a fundamental link between promoting the public’s interests in health research and protecting them when they participate in research, and that these are complementary. Patients, participants and the public share an interest with researchers and sponsors in ensuring good, ethical research is carried out, subject to proportionate regulation. The HRA’s role in streamlining the research processes will not only increase opportunities for patients and the public to take part in research, but will also make this country a more attractive place for companies to do research. This investment will, in turn, benefit patients and the public.
  3. The HRA was established by Government in response to a review by the Academy of Medical Sciences of research regulation, as announced in the Government’s Plan for Growth (2011).
  4. In accordance with the new Care Act provisions of 2014 the HRA was established as a new, statutory Non Departmental Public Body (NDPB) as of 1 January 2015.

1. Research Systems
   1. The Research Systems team was established October 2014, with the Deputy-Director appointed in January 2015.
   2. We are a small team responsible for the delivery, support and maintenance of the HRA’s principal bespoke operational systems. Service provision is outsourced with the current contract ending on the 31 March 2016.
   3. The team’s Service Delivery function, working in partnership with the outsourced service provider, has recently been supplemented by a quality function.
   4. We provide services to both internal customers (CAG, RES and HRA Approval) and external organisations, principally using IRAS, including CRN and the Ministry of Justice.
   5. The team’s primary focus at present is the implementation and roll-out of a project known as HRA Approval. When HRA Approval is fully rolled out, it will remove the need for NHS permission to be issued by each participating organisation and will replace the local R&D approval process.
   6. Beyond HRA Approval, other work will include addressing new legislation for EU clinical trials coming into effect in 2017:
   * The regulation establishes a harmonised approach to submission, assessment and reporting of clinical trials with the implementation of consistent rules throughout the Member States. These processes are to be supported by an EU portal and EU database which will ensure a centralised workflow with monitoring by the relevant parties.
   * It is unlikely that the EU clinical trials regulation (CTR) will apply before the second quarter of 2017.
   1. In addition, a long-term programme of work is being developed both in response to the HRA’s 2015/16 business plan and to set direction for future business plans. It includes a large number of outline projects that support key business planning themes, which will serve to improve confidence in health research and facilitate greater process efficiency. Some of the projects have been driven from requirements within the Research Systems function, whereas others will be needed to support the HRA’s business including enhanced system interfaces with other partners in the research community e.g. NIHR Clinical Research Network, changes required for the implementation of the CTR, and improvements to IRAS to support our role in coordinating and streamlining the regulatory system and transparency.
2. Systems / Portals / Sites
   1. There are two principal systems, IRAS and HARP, and six supplementary systems/portals/sites that will be covered by the Service.
   2. **IRAS** (Total number of users: 12 Admin, 176,000 Non-Admin, (12,500 unique account logins per month)): a web based system for applying for the permissions and approvals for health and social care/community care research in the UK.
   3. IRAS is based on the following technologies:
   * Microsoft .Net Framework 2
   * VB.Net
   * ASP.NET Web Forms
   * Microsoft SQL Server 2008
   * Telerik AJAX Controls
   * jQuery
   * HTML, CSS
   * ADO.NET
   * XML, XSLT
   * Windows Services
   1. It is anticipated that some of the IRAS technologies will have been upgraded prior to the commencement of the Service.
   2. **HARP** (Total number of users: 643): a web based management information system used by the HRA, the Social Care REC and the devolved administrations for all research ethics applications that require NHS REC review. HARP is used to manage the process of booking applications onto REC committees; recording and measuring the time taken to award decisions, produce correspondence, manage meetings and contacts, and produce research summaries. HARP is also used to manage the HRA Approval process.
   3. HARP is based on the following technologies:
   * Microsoft .Net Framework 4
   * C#
   * ASP.NET
   * Microsoft SQL Server 2008
   * Twitter Bootstrap
   * jQuery
   * ASP.Net Web API
   * HTML, CSS, JSON
   * Microsoft Entity Framework 5
   1. **CAG** (Assessment Review Portal) (Total number of users: 25): a web based management information system used by the HRA for all CAG applications. CAG is used to store application documents, manage the recording and measuring time taken to award decisions, produce correspondence, and manage meetings and contacts. CAG is based on the same technologies as HARP.
   2. **TOPS** (Total number of users: 341): a web based management information system managed by the HRA that aims to prevent participants from taking part too frequently in trials of new medicines. TOPS is based on the same technologies as HARP.
   3. **HRA Approval Portal** (Total number of users: 120): links to HARP and allows non-HRA staff to view study data and associated documentation. The portal is based on the same technologies as HARP.
   4. **Committee Members Portal** (Total number of users: 369): links to HARP and allows REC Committee Members to view study data and associated documentation. The Portal is based on the same technologies as HARP.
   5. **Decisions Tool Website** (Total number of admin users: 5, approximately 500 visits per day): static web page containing information/guidance relating to IRAS, updated approximately 6 times a year.
   6. **GFI** (Total number of users: 4): an intermediary system designed to allow full electronic submission between IRAS and external systems by providing a set of web services. The GFI is based on the following technologies:
   * Microsoft .Net Framework 2
   * VB.Net
   * ASP.NET Web Forms
   * Microsoft SQL Server 2008
   * Telerik AJAX Controls
   * jQuery
   * HTML, CSS
   * ADO.NET
   * XML, XSLT
   * Windows Services
   * SOAP XML Services
   1. The relationship between these systems is illustrated in Appendix A.

SECTION B: AIMS, SCOPE, OUTCOMES AND TIMETABLE

1. Aims and Objectives of the Contract
   1. The HRA are seeking a supplier to maintain or improve upon the current service provision and to engage in a collaborative technical partnership. This Service will be delivered by named personnel. The assigned team will have demonstrable expertise in the various underlying technologies as well as, ideally, demonstrable ability to operate in the health research landscape.
   2. The HRA Research Systems team is small (currently 9 personnel including the Deputy-Director). As such the Supplier must take this into account when determining the level of interaction they may desire or require in the execution of their duties. The team’s organisation chart is available in Appendix C.
   3. The Supplier’s development methodology must be compatible with HRA practices and with the limited availability for stakeholders for direct involvement in development. This could, for example, make a SCRUM based methodology problematic.
   4. The Supplier will need to propose and implement a knowledge transfer strategy that minimises the direct impact on HRA staff.
   5. The Supplier will need to propose and implement a migration strategy that minimises both disruption and the direct impact on HRA staff. They will be required to inherit and effectively deliver any work that is ‘in flight’ at the point the contract is awarded.
   6. The Supplier will apply rigorous project management controls to ensure that delivery milestones as determined by HRA delivery staff are met. This will include releasing code to test environments and producing technical documentation to support code design.
   7. The Supplier will apply rigorous quality assurance and control standards (including software testing), the operation of which will be fully transparent and open to full inspection by the HRA’s own Quality function. They will conform to HRA policies, procedures and standards that may be applicable (e.g. data security). All aspects of the service will incorporate appropriate quality assurance and risk management aspects.
   8. The Supplier will manage the day-to-day relationship with the HRA’s selected infrastructure provider and interact effectively and in a spirit of partnership with HRA delivery and project management personnel and analysts.
   9. The Supplier will meet or exceed all KPIs and SLAs defined in Sections 10.82 and 10.83. (Performance Measures)
   10. The Service will be based on the Supplier’s site; it is ***not*** required that the Service be provided from within the United Kingdom, although it should be provided from within the European Union.
2. Scope of Services

In Scope

* 1. Unless specifically excluded, the provider will be responsible for all aspects of development, deployment, maintenance and support of the HRA’s principal operational systems. This will include:

Design & Documentation

* + Refinement of specifications (in collaboration with HRA staff) and translation into technical documents
  + Production of requirements specifications (in collaboration with HRA staff) for non-business generated requirements (e.g. technical enhancements).
  + Support of technical architecture management and software architecture design
  + Production, maintenance and enhancement of technical documentation.

Development & Maintenance

* + Provision, management and maintenance of source control infrastructure
  + Custom software development as directed by the Research System team
  + Software QA and testing
  + Software deployment and implementation management.

Process Management

* + Software development process management
  + Software project management
  + Issue tracking and task management software hosting.

Infrastructure

* + Development and testing environment provision and management
  + Management of the day-to-day relationship with the HRA’s selected infrastructure provider
  + 24/7 Windows server support and maintenance
  + Microsoft Internet Information Services administration
  + Firewall management
  + Systems availability monitoring
  + Disaster Recovery & Business Continuity planning and management
  + Capacity planning.

Support

* + Help Desk VoIP/telephony infrastructure
  + 1st line Help Desk support
  + 2nd and 3rd line support
  + SQL Server database administration and performance tuning.

Transfer of Infrastructure Provider

* + The contract with the current infrastructure provider will come to an end in July 2017. The Service supplier will be required to cooperate in the transfer of the contract to a new infrastructure provider, should that be necessary. In addition, at the start of 2017, we would be looking for our Service provider to provide technical design options for the new infrastructure which would then be put forward for Tenderers to base their proposals and quotes upon.

Technology Expertise / Support required

* + Microsoft Windows Server 2088 to 2012
  + Microsoft IIS
  + Microsoft SQL Server 2008 to 2012
  + Microsoft Transact SQL (T-SQL)
  + Microsoft ASP.NET (VB.NET)
  + Microsoft ASP.NET (C#)
  + Microsoft MVC Web API
  + Microsoft Windows Forms
  + Microsoft Windows Services
  + ADO.Net
  + Microsoft Entity Framework 4
  + Telerik AJAX controls
  + HTML
  + XML
  + Twitter Bootstrap
  + Javascript
  + JQuery.

Out of Scope

* 1. The following aspects of the software development lifecycle will fall within the remit of HRA personnel and outside of that of the Supplier:
  + User requirements gathering
  + User requirements approval
  + Production and approval of requirements specifications
  + Management of post-delivery system testing, system integration testing, acceptance testing (Note: Supplier support of these activities will be required).
  1. The provision and direct management[[4]](#footnote-4) of our Production/Live Infrastructure is outside of the scope of this service.
  2. Non-operational systems utilised by the HRA (i.e. any systems not explicitly listed) are outside of the scope of this Service.

Transition of Service

* 1. The Supplier will be required to have completely and successfully transitioned the Service from the incumbent by the commencement of the contract (1 April 2016). Transitioning will commence from the signing of the contract (anticipated to be mid-December).
  2. At a minimum, the Supplier’s transition plan needs to achieve the following no later than the commencement of the contract:
  + A good relationship between organisations and organisations’ personnel.
  + An agreed work-plan for development and maintenance which covers all known items and issues – including allocation of issues that are ‘inflight’ at the point at which the contract commences. The plan to have clear schedule, responsibilities, priorities, etc. All in-flight work and outstanding issues will be taken on by the Supplier unless specifically agreed otherwise on a case by case basis.
  + All Help Desk and support processes fully embedded.
  + All necessary infrastructure replicated and in place (e.g. VoIP, development and test environments, etc.).
  + The migration of all Service related data. This includes, but is not limited to, live data, test data, (JIRA) task and issue management data.
  + Knowledge transfer from incumbent organisation/personnel to Supplier and their personnel.
  + Supplier aware of HRA stakeholder related processes (e.g. management boards).
  + Relevant HRA standards, processes and procedures adopted and applied.
  + The infrastructure provider relationship fully understood and transitioned to Supplier.
  + KPIs & SLAs agreed and established.
  + Performance levels in line with agreed Service Levels.
  + All billing milestones set-up with HRA Finance.
  + Control of source code, including all steps required for verification of source code against live.
  + Successful transition within the budgetary parameters set.
  1. During the transition appropriate escrow arrangements shall be put in place, by the HRA and at the HRA’s expense, between the incumbent and the Supplier.

1. Service Outcomes
   1. The Supplier shall provide a Service which:
   * Develops, maintains and documents systems which continue to meet, in a timely manner, the needs of the HRA, users and other stakeholders.
   * Assures and controls the quality of the Service and systems delivered.
   * Provides guidance on a sound, robust and documented technical architecture.
   * Provides an appropriate means for tracking tasks and issues that arise during software development and maintenance and during Production Operations.
   * Provides appropriate and managed environments for all development and testing activities.
   * Ensures servers are secure, robust and supported.
   * Ensures deployments and implementations are conducted efficiently and with minimal disruption.
   * Provides full management and maintenance of source-code and data and their repository/DBMS.
   * Provides 1st, 2nd and 3rd line support (on an appropriate VoIP/Telephony infrastructure) along with system availability management and monitoring.
   * Works very closely and seamlessly with the Infrastructure Provider (currently Rackspace).
   1. The required performance levels relating to these Service elements are described under Sections 10.82 and 10.83 (Performance Measures).
2. Timetable
   1. The following table identifies some of the key milestones associated with this contract:

Table 1: Milestone Dates Table

|  |  |
| --- | --- |
| **Milestone** | **Target Date** |
| Publish Contract Notice | 30 October 2015 |
| Publish ITT | 30 October 2015 |
| Question Deadline | 13 November 2015 |
| Tender Deadline | 27 November 2015 |
| Award Decision | 11 December 2015 |
| Contract Signed | 4 January 2016 |
| Transition Commences | 4 January 2016 |
| Contract Go-Live | 1 April 2016 |
| End of Transition Period | 15 April 2016 |
| IT Security Plan Submitted | 21 April, 2016 |
| Exit Plan Agreed | 1 July, 2016 |
| BC/DR Plan Submitted | 1 July, 2016 |
| Initial Formal Service Review | 31 July 2016 |

SECTION C - DETAILED REQUIREMENTS

1. Service Description and Service Delivery

Requirements

* 1. The services to be provided are:
  2. **Software development and management:** IRAS, HARP and other systems currently have a release frequency of, or close to, one per month. Whilst some releases will be purely maintenance, the majority will typically include additional or changed functionality.
  3. The HRA will produce requirements specifications (see Appendix F) outlining a functional requirements catalogue, risks and issues. The Supplier will be required to work with the HRA to plan work streams and refine and finalise requirements specification documents, ensuring that relevant technical factors have been considered, particularly in relation to development work involving more than one system and, if necessary, recommending technical options. The Supplier will also produce appropriate technical documentation to support development along with the production of early screen prototypes prior to commencing full design and implementation of solutions utilising an appropriate methodology.
  4. The Supplier will conform to HRA/DH policies, procedures and standards that may be applicable.
  5. Development teams will have a named development-lead.
  6. Development management responsibility will encompass configuration management of code branches and environments (merging and deploying code).
  7. Any IPR created as a consequence of software development remains the property of the HRA.
  8. **Technical architecture management, including software architecture design:** The Supplier will provide guidance to the HRA on systems architecture design; in particular, technical design guidance linked to integrating external systems with HRA systems; utilising modern programming technologies.
  9. **Production, maintenance and enhancement of Technical Documentation:** The Supplier will provide technical design documentation linked to the development and release of new systems, enhancements to existing systems and fault rectification.
  10. This documentation will include:
  + Technical Design (high level and detailed)
  + Solution architecture diagram
  + Data dictionary
  + Program specifications
  + Build (configuration) documentation
  + Release notes
  + Integration test scripts, logs and reports.
  1. The Supplier will also work with the HRA to retrospectively document any aspect of the system where this is identified as necessary.
  2. **Software QA and Test**: The Supplier will have documented and maintained procedures and standards that cover all elements of the software development lifecycle that fall within their remit. The procedures will incorporate or support a process of continuous improvement. There will be evidence of independent auditing of compliance with these procedures.
  3. The Supplier will have input into, and will be required to comply with, the Master Test Plan. They will be required to report against their testing responsibilities and, on request, provide evidence of compliance with the plan (including providing access to test specifications/scripts and execution logs).
  4. Help Desk will be expected to contribute to pre-deployment testing on occasion and will be involved in post-deployment testing.
  5. **Issue tracking and task management software hosting**: The Supplier will provide, configure, manage and host a web-based system, such as JIRA or equivalent, which is accessible by both Supplier and HRA staff. The online systems will be used for the monitoring of Help Desk calls, software development management, release management, software test control, defect management and infrastructure management.
  6. **Environment provision & management**: The Supplier will be required to provide environments (hardware, software and network infrastructure etc.) required for development and testing (including HRA testing); this will include the provision of all relevant software licences. At present there are instances of each of the following environment types to support each of the HRA’s operational IT systems:
  + Development
  + Test
  + Staging (hosted by infrastructure partner)
  + Emergency fix
  1. It should be possible to provide multiple instances of each of the development, test and emergency fix environments.
  2. The Supplier will manage all aspects of all the environments including security. HRA will be able to audit any aspect of environment management.
  3. **Software Deployment Management**: The Supplier will be responsible for managing, maintaining and assuring the integrity of the code and of code branches along the route-to-live through the application of relevant HRA and Supplier procedures and using the environments previously described.
  4. **24/7 Windows server support and maintenance**: The Supplier will provide Windows Server support for the Production Environment, in liaison with the infrastructure/server provider and ensure stability in line with defined and agreed SLAs. The Supplier will also provide Non-Production Windows Server support, between 8am and 6pm Monday to Friday (excluding UK Bank Holidays), again with stability in line with defined and agreed SLAs.
  5. Duties will include:
  + Login to each server 2 times a day (in the morning and in the evening) including holidays:
    - Monitor CPU loading using infrastructure provider’s dashboard; take any remedial action required.
    - Monitor disk space using infrastructure provider’s dashboard; take any remedial action required.
    - Monitor applications’ status (HARP, IRAS etc.); take any remedial action required.
    - Perform basic security audit.
    - Monitor and reply to support tickets:
      * Tickets from infrastructure provider are reviewed every morning.
      * Ad-hoc replies to urgent tickets responded to during the day.
  + 24/7 on call – be available at the phone 24/7 in case urgent ticket is raised by infrastructure provider.
  1. **Microsoft Internet Information Services administration**: The Supplier will provide full web server administration, including:
  + Configuration (content serving, request processing, HTTPS settings, security, etc.).
  + Monitoring.
  1. **Firewall management**: The Supplier will manage the HRA firewalls. This will include:
  + Liaising with the server provider.
  + Keeping the firewall secure, current and functional.
  + Maintaining firewall rules and system/group definitions:
    - Monthly review of the firewall rules
    - Add/remove firewall rules
    - Document firewall rules and set rules priority
    - Backup firewall rules to spreadsheets.
  + Monitoring.
  + Log file analysis.
  1. **Maintain and manage the source control (Microsoft TFS) infrastructure**: The Supplier will manage and maintain the source-code repository. Responsibilities will include managing:
  + Users and groups
  + Security permissions and inheritance
  + Configuration
  + Monitoring
  + Maintenance.
  1. **1st line Help Desk support**: The Supplier will provide a Help Desk between the hours of 9am to 5pm Monday to Friday (excluding UK Bank Holidays) to support the HRA systems. The Help Desk must be capable of receiving approximately 800 telephone calls and 350 emails per month and meeting call times defined in the SLA.  The calls and emails are typically evenly divided between enquiries and tickets.
  2. The Supplier will be responsible for training Help Desk staff in the operation of HRA systems and updating them on any new releases.
  3. The Supplier must provide monthly reports on Help Desk activity in a format agreed upon with the HRA.
  4. The Help Desk will provide first line support and perform incident triage, management and resolution.
  5. The Help Desk will have a nominated Help Desk manager who will be the main Help Desk liaison point with the HRA.
  6. **Help Desk VoIP/telephony infrastructure**. The Supplier will provide all Help Desk VoIP and other necessary infrastructure requirements to enable the Help Desk to fulfil their role.
  7. **2nd/3rd line application support**: The Supplier will provide all aspects of the 2nd/3rd line in accordance to the SLA. This support will be provided 9am and 17:30pm Monday to Friday (excluding UK Bank Holidays).
  8. **Systems availability monitoring:** The Supplier will provide proactive service monitoring across all HRA systems.
  9. **SQL Server database management**: The Service provider will manage and administer all aspects of the HRA’s databases residing on two physical servers, including:
  + Administration
  + Design
  + Configuration
  + Diagnostics
  + Tuning
  + Maintenance.
  1. **Disaster Recovery & Business Continuity planning and management**: Provide the planning and management to allow us to restore a full replica of our Systems in line with the SLA.
  2. **This point intentionally left blank**
  3. **Technology Expertise/Support required**: (see list in Section 7: In Scope)

Supplier Provision

Provision of Support Equipment

* 1. The Supplier will be responsible for providing all equipment and the office location for the Service staff to operate. This includes the provision of at least internet access, computers and development/support software.

Provision of Telephone Line

* 1. The Supplier will support the current Help Desk telephone numbers for System Users to dial into at no cost to the HRA. The receiving system must be capable of taking voicemail messages, handling more than one incoming call at a time, and being diverted if required.

Provision of Email Address

* 1. The Supplier will utilise the current email address for System Users to contact the Help Desk regarding issues.

Provision of Issue Tracking and Task Management Tool

* 1. The Supplier will provide an issue tracking and task management system to:
  + Record, classify and track the response to all reported issues.
  + Record and manage tasks.
  + Be capable of recording additional configuration items as directed by the HRA.
  1. The Supplier will be responsible for any migration required of data from the existing JIRA system onto the Supplier’s system, to enable seamless management of ongoing issues.
  2. The Supplier will be responsible, at their expense, for the training of HRA staff in any tool, other than JIRA, used for this purpose.

Quality Aspects

Policies, Processes & Procedures

* 1. The HRA is seeking ISO9001:2015 certification and, as such, will expect any Supplier to apply compatible quality management systems.
  2. The Supplier will conform to HRA/DH policies, procedures and standards that may be applicable to the Service.
  3. The Supplier will be able to evidence that they apply robust IT Service Management practices.

Staff

Staffing Levels

* 1. The current development resource is structured into 2 development teams that support IRAS and the HARP based systems. Both teams work on the development of new features, maintenance activities and 2nd and 3rd line support.
  + IRAS is supported by 5 developers, headed by a senior developer. Each developer is a named resource and works exclusively on IRAS for approximately 21 days per month. IRAS developers may also support development work on the GFI.
  + HARP and HARP based systems (CAG, the Committee Members Portal, TOPS, The HRA Approval Portal) are supported by 3 developers, headed by a senior developer. Each developer is a named resource and works exclusively on HARP based systems for approximately 21 days per month. HARP developers may also support development work on the GFI.
  + The IRAS senior developer also has overall responsibility for management and coordination of both development teams. One of the IRAS developers has responsibility for managing code branches (merging code branches etc.) and test environments.
  1. The HRA requires potential providers to provide resource plans (see Section B Solution Proposal) which will be assessed in order to determine that proposed resource allocation is suitably qualified, experienced and sufficient in number to meet the requirements of the specification.  The current resource allocation is described to tenderers to outline how the HRA’s needs are currently met.  This description is intended to be illustrative only, and tenderers may propose alternatives if an alternative approach could meet the requirement.
  2. The Supplier will be responsible for ensuring that staffing levels are appropriate and adequate for the successful delivery of the Service and remain within budget constraints.
  3. The Supplier will have a clear process for handling the introduction of personnel to, and the exit of personnel from, the Service.

Staff qualifications and experience

* 1. The Supplier will be responsible for ensuring that staffing qualifications and experience are demonstrably appropriate and adequate for the successful delivery of the Service.
  2. All staff will have an acceptable level of spoken English. It will be at the HRA’s sole discretion whether staff language skills are acceptable. If they are not acceptable the HRA will require the Supplier to change staff within two weeks.
  3. The Supplier will address performance/capability feedback from HRA and put in place agreed remedial action to be effective within two weeks or to an agreed timescale.

Staff, Contacts and Notifications

* 1. A callout plan showing all contacts to be notified in response to issues will be agreed with the Supplier and HRA, and maintained by the Help Desk.
  2. The HRA are to approve any Service staff changes and are always to be aware of the names of the Service Staff.
  3. No other personnel should be allowed to access to HRA systems other than those approved by the HRA.
  4. The Supplier will be required to perform security checks, at the Supplier’s expense, as directed by the HRA on Service personnel.

Increase in staff levels and Scope of Support

Staff Level Variance

* 1. The Supplier is required to develop, maintain and support the specified systems; however, there may be changes, in future, that require the supplier to vary the level and/or mix of staff provided. These changes will normally be agreed as part of the quarterly reviews, but can be agreed between reviews.
  2. The HRA will work with the Supplier to mitigate the effect of any changes through the reprioritisation of other work and will therefore expect any increases in requirements to be provided without additional charge as long as the increase in workload does not require additional personnel for the Supplier to maintain adherence to the requirements. If it is agreed that additional personnel are required, the charges will be applied in accordance with the Rate card.
  3. The Supplier will aim to provide any additional suitably qualified and experienced personnel as quickly as possible. The Supplier will agree with the HRA, in each case, a target date for additional resources to be deployed.

Staff Training

* 1. All personnel will be provided with any training required to deliver the Services defined to the required service levels. This will be at the Supplier’s expense.
  2. The Supplier is responsible for carrying out the technical training on the operational and support systems specified, however such training can occur under Standard Hours as covered in this contract.
  3. Training for any additional systems, and the associated costs, will be the responsibility of the HRA unless otherwise agreed between the HRA and the Supplier.

Management of Staff and Accountability Structure

* 1. The Supplier will be responsible for the day-to-day management of their staff associated with this Service.
  2. The Supplier will provide a contact list to the HRA indicating those to be contacted in relation to the various aspects of the service; including escalation points where appropriate.
  3. The HRA will provide the Supplier with a corresponding contact list.

Regular Operational Interaction between HRA and Supplier

* 1. All communication described below can be via email, telephone or Lync/Skype/Google Hangout.
  2. The HARP and IRAS Delivery Manager will interact on a daily basis with the Supplier’s HARP and IRAS technical delivery team (referred to as technical delivery team) to discuss delivery, maintenance, deployment and testing.
  3. The HARP and IRAS Delivery Managers will usually manage/coordinate such calls; however, the technical delivery team will also be expected to instigate communication if required.
  4. The HARP and IRAS Delivery Managers will chair a minimum of one weekly meeting (usually a Friday) with the technical delivery team(s) to discuss progress of previous week’s work; the next week’s work plan; Help Desk call status; testing and any other business.
  5. The HARP and IRAS Delivery Managers will arrange meetings to discuss and coordinate deployments to both the test environments and to the live environment.
  6. The Supplier should have one nominated lead developer (per HARP and IRAS development team) to act as the main focal point for all communications between HRA Research Systems and the provider; however, the Delivery Manager still requires access to other technical delivery team members.
  7. The HARP and IRAS Delivery Managers produce project plans for every delivery, outlining deadlines for development to end, and dates on which code needs to be uploaded to the different test environments and finally the Production environment (the go-live date).
  8. The technical delivery team interacts with the HARP and IRAS Delivery Managers to ensure that delivery milestones are realistic, achievable and met.
  9. The HARP and IRAS Delivery Managers will meet with the technical delivery team to translate user requirement documentation, into both high and low level technical documentation, to enable development to proceed.
  10. It is the responsibility of the Supplier to produce the technical documentation.
  11. The HARP and IRAS Delivery Managers will interact with the Help Desk manager as required to discuss access issues and fault rectification.
  12. The HARP and IRAS Delivery Managers also signs off Help Desk reports (see Appendix D) including the format of such reports.

**Systems Delivery Manager (SDM)**

* 1. The SDM can interact with the HARP/IRAS technical delivery team to discuss delivery, maintenance, deployment and testing.
  2. Communication can be via email, telephone or Lync/Skype/Google Hangout.
  3. The SDM will usually manage/coordinate such calls; however, the technical delivery team will also be expected to instigate communication if required.
  4. The SDM meets with the Supplier’s senior development manager at least once a week to discuss overall delivery across both systems.

Performance Measures

Service Levels

* 1. For Service Levels, see Appendix B

Key Performance Indicators

* 1. For ease of service delivery and quality monitoring, a number of KPIs will be defined and reported against. These will include:
  + A minimum of 80% of calls to the Help Desk to be answered within 5 rings.
    - Rectification times for the various categories of issues
    - Rectification times for the various categories of software faults
    - Software enhancement evaluation deadlines met
    - Defect leakage from Supplier testing
    - Rate of ‘first-time fix’ on defects
  + Adherence to defect priority timescales for resolution

SECTION D: CONTRACT MANAGEMENT AND REPORTING

1. Contract period and Payment Terms

Length of contract

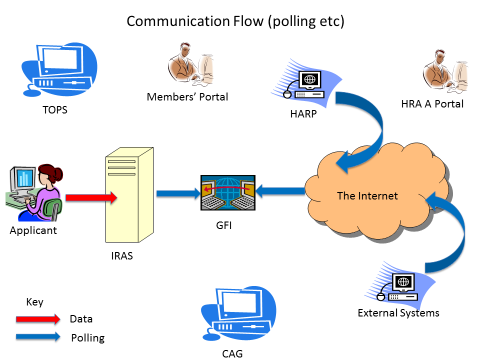
* 1. The HRA strategy to secure long-term objectives through the stable provision of quality services requires a contract of three to five years’ duration.
  2. It is the HRA’s intention to award an initial contract for a period of 3 years from 1st April 2016 until 31st March 2019. There are options to extend the contract for 2 periods of up to 12 months each at the HRA’s sole discretion. The upper cost estimate provided in section II.3) is the maximum sum available for the full 5 years, including the available extension options.

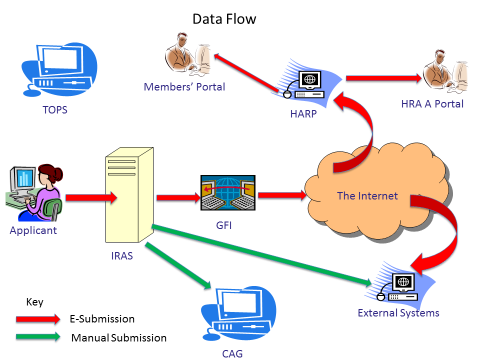
Payment terms and Payment Incentives

* 1. The contract is value is capped at £1,000,000 in any year.
  2. Whilst the above describes the allocated budget, the HRA will look favourably on proposals that deliver the required Service to the required Service Levels whilst at the same time adding further value and/or reducing cost.

1. Contract Monitoring
   1. The Supplier will provide a monthly report of performance against KPIs and the SLA.
   2. The Supplier will be responsible for providing ad hoc reports as requested by the HRA.
   3. The Supplier is to provide the HRA with a report of the hours worked by personnel under this contract on request.
   4. The Supplier will meet with HRA management on a quarterly basis to conduct service management reviews, which can be undertaken virtually. However, the Supplier shall, at their own expense, attend at least one service management review meeting in person at HRA premises once per year.
   5. Two weeks prior to each review meeting the Supplier shall provide a written service management review report to the HRA regarding the provision of the Services and the operation of this Contract. Such contract management report shall contain:
   * details of the performance of the Supplier when assessed in accordance with the KPIs and Service Levels since the last such performance report
   * details of any complaints from or on behalf of service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report
   * a status report in relation to the implementation of any current Remedial Proposals by either Party
   * a review of current demand and resource levels
   * such other information as reasonably required by the HRA
2. End of Contract
   1. Within three months of the commencement of the contract, the Supplier will supply and agree, with the HRA, an exit plan.
   2. The exit plan will make clear:
   * How the exit will be managed
   * The roles of the Supplier, the HRA and, where applicable, the third-party that will be assuming the Service provision post-exit.

Appendices  
Appendix A: Illustrative Polling and Data Flow





Appendix B: Service Levels

**Service Level Agreement**

**Service name:** HRA Research Systems

1. Service Level Manager: <Name and Company>
2. Customer representative(s): HRA Systems Delivery Manager.
3. Contract duration
4. Start and end dates: 01 April 2016 to 31 March 2019

Description / desired customer outcome

1. Business justification and benefits:

The Health Research Authority (HRA) provides a number of key systems to a large and diverse user community, in its role as a regulator. This document sets out details of these systems and requirements in terms of service management for user support and software development, in liaison with *<Supplier>.*

The benefits of this approach are that it provides clarity on expectations and imperatives that the HRA has and serves to enable continuous improvement and provision of an efficient and quality service to stakeholders.

The HRA engages with a number of internal boards for the oversight, governance and management of its key systems. These boards make decisions on the scheduling of releases and the prioritisation of software changes.

1. Business processes/activities on the customer side supported by the service are:
2. Application support (1st, 2nd and 3rd line)
3. Infrastructure support
4. Operational management of infrastructure supplier
5. Systems delivery – development and maintenance

**NOTE:** Service levels must not be affected by the exit of any personnel; the Supplier is expected to manage the staff transfer without impacting the service levels.

Communication between customer and service provider

1. Responsible contact person on customer side with contact details – HRA Research Systems Delivery Manager (chris.keane@nhs.net)
2. Designated Service Level Manager on service provider side with contact details – <*Supplier Technical Manager – add contact details*>
3. Service Reporting: Contents and intervals of service reports to be produced by the service provider as follows:
   * Help Desk – monthly reports for IRAS and HARP and other systems where required (please see examples at Appendix D)
   * Server support – monthly ticket report in liaison with infrastructure provider
   * Firewall support – monthly ticket report in liaison with the Infrastructure provider
   * Monthly reporting against SLA
   * Monthly billing reports detailing days worked by all staff employed under the terms of the contract and divided into HARP and IRAS development, application support and infrastructure support.
   * Weekly updates/meetings with the Research Systems team on systems delivery using a variety of access channels.
4. Quarterly delivery and support meetings in person. In addition, the Supplier shall attend quarterly service review meetings with the infrastructure provider in liaison with the HRA Research Systems team.
5. Ad-hoc meetings as requested by the HRA Research Systems team.

**Procedures for handling complaints and exceptions** (where, for some reason and at the HRA’s initiation or the Supplier’s, there is a desire to deviate from agreed practice)

* + Responses to complaints and exceptions to be registered in writing (email) as follows:
  + Application support – <*Supplier to confirm*> – Supplier to respond within 0.5 working day
  + Infrastructure support – <*Supplier to confirm*> – Supplier to respond within 0.5 working day
  + Systems delivery / maintenance – <*Supplier to confirm*> (HARP or IRAS) Supplier to respond within 0.5 working day
  + All complaints connected with the infrastructure provider shall be dealt with by the HRA in direct collaboration with the Supplier, given they shall provide the HRA with seamless management of this arrangement.
  + If resolution is not deemed satisfactory by HRA then escalation would be directed to the Business Relationship Manager (Supplier). This will be subject to further discussion and agreement of the arrangements that would be in place.

**Satisfaction surveys**

1. Help Desk to conduct a minimum of one HRA customer satisfaction per year on call handling quality/effectiveness; format to be agreed with HRA Research Systems team. The Supplier will respond appropriately to concerns/ complaints raised.

Service and asset criticality

1. Development, maintenance and support (including Help Desk) will be provided by <*Supplier*> for the full range of systems covered by this specification.
2. All systems need to be available 99.99% of the time.

The table below lists the systems which support vital business functions within the HRA, with many being accessed by partner organisations in the health research sector. New systems may be developed in the future and will require similar levels of support.

Table 2: Service Impact Table

|  |  |  |
| --- | --- | --- |
| **Severity** | **System** | **Stakeholders** |
| Tier 1 | IRAS  GFI | Internal & External  Internal & External |
| Tier 2 | TOPS  HARP  HRA Approval Portal | Internal & External  Internal & External  External |
| Tier 3 | CAG  Members Portal  Decision Tools Website | Internal  External  External |

1. Business impact is defined in terms of Tier 1 (most severe) and Tiers 2 and 3 (less severe but still critical)
2. Description of tiers:

**Tier 1** – Any non-scheduled downtime has an immediate and critical impact on stakeholders and essential business processes and would impact approvals for health research and clinical trials. Any unavailability would be detrimental to the reputation of the HRA and health research landscape. Availability to be restored or systems rolled back within 30 minutes.

**Tier 2** – Systems availability to be restored within four working hours[[5]](#footnote-5) - expected to have a significant impact on HRA Operations.

**Tier 3** – Systems availability to be restored within one working day[[6]](#footnote-6)

1. The application support service and server support service both underpin these vital functions are themselves also business critical.
2. Other critical requirements within the service:

* The supplier shall support ad hoc requests for management information reports on a monthly basis, typically less than five per month
* Management and provision of development / test / staging environments
* Deployment and build management

Help Desk Hours and Response Times

For the Help Desk element of the application support service there will be two categories of coverage; Standard Hours and Non-Standard Hours:

#### Standard Hours

* + 9am – 5pm GMT, Normal UK working days (i.e. Monday to Friday – UK Bank Holidays do not require cover).

#### Standard Hour Calls and Emails

* + A minimum of 80% of all calls to the Help Desk will be answered within 5 rings.
  + Voicemail and email messages will be responded to within 90 minutes during Standard Hours based on the order in which they are received
  + System Users will be given an issue reference number in the response to any issue which can be used by the Help Desk to quickly locate details of any contact.
  + The Help Desk must be capable of receiving approximately 800 telephone calls and 350 emails per month and meeting call times defined in the SLA.

#### Non-Standard Hours

* + All hours outside of Standard Hours.

#### Non-Standard Hours Voicemails and Emails

* + Email and voicemail messages received during the non-standard period, will be reviewed immediately and responded to within 60 minutes during Standard Hours based on the order in which they are received.

#### Expected Help Desk & Support Team Responses for Reported Issues and Fault Categories

* + The following is a list of categories and expected responses by the Help Desk and support team. Any deviations will require prior agreement between the HRA and *<Supplier>.*

User Access Issues

#### Individual System User Access Issues

* + **Category 1 Issues.** The Help Desk will be expected to assist System Users with logon and permission issues. Such issues impacting a single user will, initially, be classed as Category 1 and should be rectified within four working hours of being originally reported, using existing application tools where possible.
  + **Category 2 Issues**. Issues that cannot be rectified with tools available should be immediately escalated to 2nd line support. It should also be referred to the Supplier management and the HRA within four working hours of originally being reported. The Help Desk is to then track the resolution and send reminders to the Supplier’s management and HRA every twenty-four working hours until resolved.

#### Multiple User Access Issues

**Category 3 Issues.** If multiple users report the same access issue, it should be resolved by the Help Desk within four working hours of being originally reported. If not possible, the issue should be immediately escalated to 2nd line support. Within two hours of being originally reported, an access issue affecting multiple users shouldbe referred to the Supplier’s management and HRA. The Help Desk is to then track the resolution and send reminders to the Supplier’s management and HRA every six working hours until resolved.

#### User Access issues categories:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Individual or Multiple Users** | **HRA & Supplier Management Notification** | **Resolution  (from original notification)** | **Additional Action** |
| 1 | Individual | n/a | Within 4 working hours | If unable to resolve:   * escalate to Category 2 |
| 2 | Individual | * Within four working hours of being reported and * Every working day until resolved | Within 4 working hours | *Immediately:*   * escalate to 2nd Line support |
| 3 | Multiple | * Within two working hours of being reported and * Every six working hours until resolved | Within 4 working hours | If unable to resolve:   * escalate to 2nd Line support * Include in monthly Help Desk report |

Software Defects

The following is a list of categories and associated resolution times. Any deviations will require prior agreement between the HRA and *<Supplier>.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Workaround?** | **Users** | **Code change required?** | **Resolution** |
| 1A | Yes | Single | N | Within working 4 hours |
| 1B | No | Single | N | Within 4 working hours |
| 2 | Yes | Multiple | N | Within 1 working day |
| 3 | No | Multiple | N | Within an agreed timescale |
| 4 | No | Any | Y | Outside of SLA. |

#### Description of tiers

Category 1A – single user affected but where a workaround exists - to be resolved within 4 working hours of being originally reported where a resolution is possible without a new code release.

Category 1B – single user affected but where no workaround exists - to be resolved within 4 working hours of being originally reported where a resolution is possible without a new code release.

Category 2 – multiple users affected but where a workaround exists; resolution from supplier within 1 working day of originally being reported where a fix is possible without a new code release.

Category 3 –multiple users affected but no workaround. The timescale will be agreed between *<Supplier>* and HRA Systems Delivery Manager, on a case by case basis, where a fix is possible without a new code release.

Category 4 – any defect that requires a code change to resolve. This will be dealt with as a service request outside of the SLA.

Development, Maintenance and 2nd / 3rd Line Application Support times

For the development, maintenance and 2nd / 3rd line application support working hours will be 9 am – 5:30 pm GMT, Normal UK working days (i.e. Monday to Friday – UK Bank Holidays do not require cover).

Software Developers will be available within standard UK times as above but non-standard hours will also be required for deployments and will be agreed in advance.

SERVICE LEVELS for Server Support

Server Support willbe delivered in liaison with the HRA’s incumbent infrastructure supplier. Access will be given to their portal on which open issues can be tracked and managed. The Supplier will be available 24-hours per day for responding to server issues thus providing the HRA with a seamless service.

Duties will include:

* + Login to each server 2 times a day (in the morning and in the evening) including holidays:
    - Check CPU loading using Infrastructure Provider’s dashboard.
    - Check disk space using Infrastructure Provider’s dashboard.
    - Check applications’ status (HARP, IRAS etc.).
    - Perform basic security audit.
  + Monitor and reply to support tickets:
    - Tickets from Infrastructure Provider are reviewed every morning. Ad-hoc replies to urgent tickets responded to during the day.
  + 24/7 on call – be available at the phone 24/7 in case urgent ticket is raised by Infrastructure Provider.

SERVICE LEVELS for Firewall

For the Infrastructure Support Service working hours will be 9am – 5:30 pm GMT, Normal UK working days (i.e. Monday to Friday – UK Bank Holidays do not require cover).

This will be delivered in liaison with the HRA’s incumbent infrastructure supplier. Access will be given to their portal on which open issues can be tracked and managed. Monthly review of the firewall rules:

* + Add/remove firewall rules.
  + Document firewall rules and set rules priority.
  + Backup firewall rules to spreadsheet.
  + Notification of any planned changes to firewall to systems Delivery Manager, with reasonable notice.
  + Monthly reporting of all planned changes and outcomes.

Service level requirements/ targets

* + 1. Availability targets and commitments:
  + In liaison with the HRA Systems Delivery Manager, there will be agreed lack of availability due to deployment and maintenance activities at dates and times that will be planned and scheduled throughout the year.
  + Systems will be available 99.99% (excluding planned down-time as agreed with the HRA Research Systems team).
  + There will be approximately 12+ releases per year and 12 periods of scheduled downtime outside working hours, no longer than 4 hours per period. Maintenance activities will be predetermined and communicated, with work being done outside of working hours: 8pm to 6am UK time.
  + The Supplier is to keep metrics to determine system availability as % of uptime and downtime and to report this to the HRA Support Services Manager.
    1. Required capacity (lower/upper limit) for the service:
  + The Supplier is to liaise with infrastructure provider on virtual and physical server capacity plus other associated requirements, to be reviewed quarterly as service review meetings.

SERVICE LEVELS FOR NON-PRODUCTION INFRASTRUCTURE

The non-production infrastructure (i.e. those elements provided directly by the Supplier (e.g. development environments, test environments, etc.)) will be available, as a minimum, 7am – 5:30 pm GMT, normal UK working days (i.e. Monday to Friday – excluding UK Bank Holidays) and at other times as necessary to facilitate the Supplier’s delivery of the service as well as software deployments and implementations on non-production or production infrastructure.

Software Quality

The Supplier is expected to undertake a level of testing that ensures that the software delivered to the HRA testing environments complies with all functional and non-functional requirements to the extent that is possible given agreed environment constraints.

The following SLAs will be applied to assess the quality of the software the Supplier delivers.

Defect Leakage

Whilst the HRA accepts that definitive testing of all aspects of a system to an extent that covers all eventualities is not possible, and therefore some defect leakage from the Supplier is to be expected, any such leakage and the remedial actions undertaken will be expected to comply with the following service levels below:

**Defect Leakage Percentage**

* General defect leakage will not exceed 15%.

This will be the number of defect identified by the HRA Test Team (excluding UAT and End to End Testing) expressed as a percentage of defects identified by the Supplier during Supplier testing[[7]](#footnote-7).

* Leakage of combined critical and serious defects will not exceed 15%.

This will be the combined number of critical and serious defects identified by the HRA Test Team (excluding UAT and end-to-end Testing) expressed as a percentage of critical and serious defects identified by the Supplier during Supplier testing.

**Regression**

Any regression defects identified during HRA testing (including UAT and end-to-end) will be considered to breach service levels.

**Recurring Defects**

* Any defects resolved in one release and then reintroduced in another will be considered a breach of SLA.

Note: This differs from regression (see above) as regression occurs when a feature (with or without a defect history) that was working correctly, becomes defective.

**Fix First Time**

* 100% of defects that are considered rectified by the Supplier will pass re-testing at the first attempt.

Additional Software Quality Service Levels

In addition to the defect leakage related Service levels, the following will also be applied:

**Delivery Configuration Integrity**

* 100% of the software releases delivered to the HRA for testing will configured correctly.

This requires that all configuration items in a release are as intended (i.e. all present and at the correct version).

**Defect Rectification Times**

* Defects fixes will be available for retesting within the timescales relating to their assigned Priority – as defined in the HRA Defect Management Procedure.

IT Security

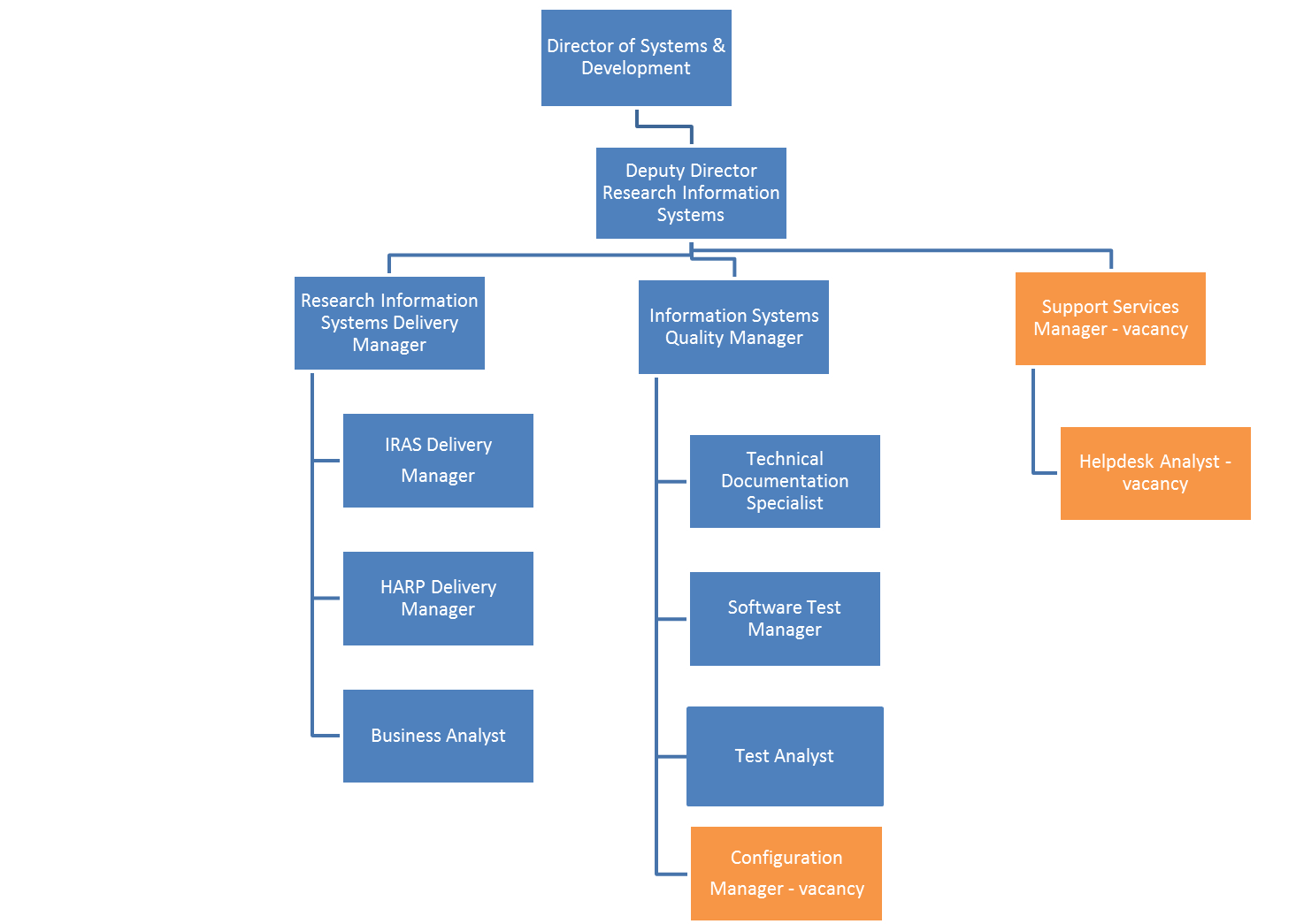
Within twenty (20) working days after the Actual Services Commencement Date, the Supplier shall prepare and submit to the HRA for approval a fully developed, complete and up-to-date security management plan which shall comply with the requirements of Schedule 3 of this Contract’s Terms and Conditions.

Business Continuity and Disaster Recovery (BC/DR)

The Supplierwill be required to implement a BC/DR solution that provides a full replica of systems within 0.5 working days.

The Supplier will provide a detailed BC/DR plan, for approval, within 3 month of Service commencement.

Appendix C: Research Systems Organisation Chart



Appendix D: Example Help Desk reports

See Associated Documents Pack

Appendix E: Example Essential Delivery Plans FOR IRAS AND FOR HARP

See Associated Documents Pack

Appendix F: Sample Requirements Catalogue

See Associated Documents Pack

Schedule One (a): Tenderer Response

Tenderers are required to complete all the sections of this Schedule One (a) (taking into consideration the word count limits applied) and return the completed Tender Response to the HRA. Please answer **all** the questions as failure to do so may result in the Tender Response being considered non-compliant and rejected. Where questions do not apply, please mark as “N/A” (Not Applicable) and provide a brief explanation as to why this is so.

SECTION A: Compliance Questionnaire

#### Notes for completion

* 1. “You”/ “Your” or “Supplier” means the body completing these questions i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
  2. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
  3. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

#### Verification of Information Provided

* 1. Whilst reserving the right to request information at any time throughout the procurement process, the HRA may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in section 6 of this questionnaire relating to Technical and Professional Ability) the HRA may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

#### Sub-contracting arrangements

* 1. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
  2. The HRA recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the HRA indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the HRA immediately of any change in the proposed sub-contractor arrangements. The HRA reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

#### Consortia arrangements

* 1. If the Supplier completing this questionnaire is doing so as part of a proposed consortium, the following information must be provided;
  + names of all consortium members;
  + the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
  + if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

1. Please note that the HRA may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the HRA as being necessary for the satisfactory performance of the contract.
2. All members of the consortium will be required to provide the information required in all sections of the questionnaire as part of a single composite response to the HRA i.e. each member of the consortium is required to complete the form.
3. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
4. The HRA recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the HRA must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The HRA reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

#### Confidentiality

1. When providing details of contracts in answering section 6 of this questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
2. The HRA reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the HRA any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
3. The HRA confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

1 - Supplier information

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1.1 Supplier details** | **Answer** | | | |
| Full name of the Supplier completing the questionnaire |  | | | |
| Registered company address |  | | | |
| Registered company number |  | | | |
| Registered charity number |  | | | |
| Registered VAT number |  | | | |
| Name of immediate parent company |  | | | |
| Name of ultimate parent company |  | | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | | **Yes** | |
| ii) a limited company | | **Yes** | |
| iii) a limited liability partnership | | **Yes** | |
| iv) other partnership | | **Yes** | |
| v) sole trader | | **Yes** | |
| vi) other (please specify) | | **Yes** | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | | **Yes** | |
| ii) Small or Medium Enterprise (SME) [[8]](#footnote-8) | | **Yes** | |
| iii) Sheltered workshop | | **Yes** | |
| iv) Public service mutual | | **Yes** | |
| **1.2 Bidding model** | | | |  |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | | |  |
| a)   Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | | **Yes** | |  |
| b)   Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | **Yes** | |  |
| c)   Bidding as Prime Contractor but will operate as a managing agent and will use third parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | **Yes** | |  |
| d)   Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the HRA may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | | **Yes**  **Consortium members**  **Lead member** | |  |
| e)    Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix. | | **Yes**  **Consortium members**  **Current lead member**  **Name of Special Purpose Vehicle** | |  |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Supplier contact details for enquiries about this questionnaire | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |  |  |
| --- | --- | --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** | | |
| 1.4.1 | Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | **Yes** **No**  If Yes, please provide the registration number in this box. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | **Yes** **No**  If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

2 - Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position, please provide details using a separate Appendix. You may contact the HRA for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; | **Yes** | **No** |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; | **Yes** | **No** |
| 1. the common law offence of bribery; | **Yes** | **No** |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; | **Yes** | **No** |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  | |
| (i) the offence of cheating the Revenue; | **Yes** | **No** |
| (ii) the offence of conspiracy to defraud; | **Yes** | **No** |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; | **Yes** | **No** |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; | **Yes** | **No** |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; | **Yes** | **No** |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; | **Yes** | **No** |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; | **Yes** | **No** |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or | **Yes** | **No** |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | **Yes** | **No** |
| 1. any offence listed— |  | |
| (i) in section 41 of the Counter Terrorism Act 2008; or | **Yes** | **No** |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; | **Yes** | **No** |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); | **Yes** | **No** |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; | **Yes** | **No** |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; | **Yes** | **No** |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; | **Yes** | **No** |
| 1. an offence under section 59A of the Sexual Offences Act 2003; | **Yes** | **No** |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 | **Yes** | **No** |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or | **Yes** | **No** |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— | **Yes** | **No** |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or | **Yes** | **No** |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | **Yes** | **No** |
| **Non-payment of taxes**  **2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? | **Yes** | **No** |

3. Grounds for discretionary exclusion – Part 1

The HRA may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; | **Yes** | **No** |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; | **Yes** | **No** |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; | **Yes** | **No** |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; | **Yes** | **No** |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; | **Yes** | **No** |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; | **Yes** | **No** |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; | **Yes** | **No** |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or | **Yes** | **No** |
| (i) your organisation has undertaken to |  | |
| (aa) unduly influence the decision-making process of the contracting HRA, or | **Yes** | **No** |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or | **Yes** | **No** |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | **Yes** | **No** |

Conflicts of interest

In accordance with question 3.1 (e), the HRA may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the HRA, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the HRA should not represent a conflict of interest for the Supplier.

Taking Account of Bidders’ Past Performance

In accordance with question (g), the HRA may assess the past performance of a Supplier (through a Certificate of Performance provided by a customer or other means of evidence). The HRA may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this questionnaire. The HRA may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the HRA may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

‘Self-cleaning’

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the HRA in each case.

If such evidence is considered by the HRA (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

* + paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct
  + clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities and
  + taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the HRA to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

1. THIS SECTION IS NOT USED
2. THIS SECTION IS NOT USED

5 - Economic and Financial Standing

|  |  |  |
| --- | --- | --- |
|  | **FINANCIAL INFORMATION** | |
|  |  | |
| 5.1 | **Please provide one of the following to demonstrate your economic/financial standing;**  Please indicate your answer with an ‘X’ in the relevant box. | |
| 1. A copy of the audited accounts for the most recent two years | **Yes** |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation | **Yes** |
| 1. A statement of the cash flow forecast and latest Financial Management Reports for the current year and a bank letter outlining the current cash and credit position | **Yes** |
| 1. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | **Yes** |
| 5.2 | This question intentionally left blank |  |  |
| 5.3 | **(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?**  If yes, please provide the name below:   |  | | --- | | Name of the organisation | |  | | Relationship to the Supplier completing the questionnaire | | **Yes**  **No** |
| If yes, please provide ultimate / parent company accounts if available. | **Yes**  **No** |
| If yes, would the ultimate / parent company be willing to provide a guarantee if necessary? | **Yes**  **No** |
| If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) | **Yes**  **No** |

6 – Technical and Professional Ability

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 6 | **Relevant experience and contract examples** | | | |  |
| Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the HRA’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.  The named customer contact provided should be prepared to provide written evidence to the HRA to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. | | | |  |
|  |  | Contract 1 | Contract 2 | Contract 3 | |
| 6.1 | Name of customer organisation |  |  |  | |
| 6.2 | Point of contact in customer organisation  Position in the organisation  E-mail address |  |  |  | |
| 6.3 | Contract start date  Contract completion date  Estimated Contract Value |  |  |  | |
| 6.4 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. |  |  |  | |
| 6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this, e.g. your organisation is a new start-up. | | | | | |

Template for Appendices

|  |
| --- |
| **Appendix Number -** |
| **Section -** |
| **Question number -** |
|  |

SECTION B: Solution Proposal

Tenderers should note the following:

The weightings provided show the relative importance of each question (which should be taken into consideration when constructing a response). Tenderers should refer to paragraph 4 of Section Three Part A of the ITT for further detail.

Responses to each question must be within the word limit specified. Words in excess of the word limit will be disregarded.

A number of the questions below request a Method Statement. A Method Statement details how a particular task will be carried out and the method of working.   It should include, where appropriate, how you intend to deliver the particular activity requirement, the timescales, the resource that will be allocated, a definition and a measure of quality, risks and plans for continuous improvement.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | B.1 | Weight | **None** | Word Limit | **1,000** |
| Subject | | Overview | | | |
| Information request | | Please provide a concise summary highlighting the key aspects of the proposal. | | | |
| Criteria | | This response is not evaluated as an individual question. It is used for information only to contextualise the Tenderer response. | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | B.2 | Weight | **20** | Word Limit | **2,000** |
| Subject | | Application support (1st, 2nd & 3rd line) (set out in paragraphs 10.25 to 10.36 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of Schedule One - Service Specification) and associated Services delivery management. | | | |
| Information request | | Please describe the resources and associated processes and systems you propose to use in order to meet the requirements of the application support (1st, 2nd & 3rd line) element of the specification. Your description should include:   * a method statement detailing how you propose to provide the application support services; * a detailed resource plan including:   + an organisational chart illustrating the key staff roles and associated functions;   + Availability of key staff (i.e. standard working day 09.00 to 17.00).   + Details of the experience of application support staff in the supporting development technologies outlined in the service description (Schedule One - Service Specification Section B, 7.1). This should include:     - Identification of the technologies     - Length of time working with the technologies   + Details of the experience of application support staff in the supporting similar IT systems to those outlined in the service description (Schedule One - Service Specification Section A, 5). This should include:     - Description of the systems     - Length of time working with the systems     - Details of relevant Help Desk or IT support related qualifications. * where the key roles and associated functions will be hosted and/or located; * the liaison points with the HRA Research Systems and the nature of the interaction * where consortium/subcontracting arrangements exist which consortium member/sub-contractor will provide each role described and the number of suitably qualified and experienced Supplier personnel (referencing numbers of full time equivalent and overall headcount) that shall be allocated to the Service * where there are personnel gaps, an outline description of your recruitment plans and appraisal / training processes * a description of how your solution will manage risks (including provision of the Services to the agreed Prices). * a description of the mechanisms you would employ to ensure that HRA staff are fully informed of Help Desk/support issues. | | | |
| Criteria | | The Tenderer’s response shows that the Tenderer has:   * addressed the requirements of the application support (1st, 2nd & 3rd line) service set out in paragraphs 10.25 to 10.36 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of Schedule 1 - Service Specification * demonstrated a clear organisational structure with associated functions and detailed resource plan, including: * where applicable, describes relevant and defined consortium/sub-contracting arrangements * details of recruitment plans and appraisal/training * processes in relation to any stated personnel gaps; * clear indication of the manner of liaison with HRA Research Systems * assignment of suitably qualified and experienced staff for the provision of the Services and identified appropriate management of these staff. * demonstrated that any implications arising from systems/resources location(s) will be handled appropriately. * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the application support services. | | | |

|  |
| --- |
| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intend to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | B.3 | Weight | **20** | Word Limit | **2,000** |
| Subject | | Development and maintenance (including Release management) services (as set out in paragraphs 10.2 to 10.7 and 10.9 to 10.11 and 10.19 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification) and associated Services delivery management | | | |
| Information request | | Please describe the resources and associated processes and systems you propose to use in order to meet the requirements of the full development and maintenance (including release management) aspects of the specification. Your description should include:   * a method statement detailing how you propose to provide the development and maintenance Services; * a detailed resource plan including:   + an organisational chart illustrating the key staff roles and associated functions;   + Availability of key staff (i.e. standard working day 09.00 to 17.30).   + Details of the experience of development staff in the applying development technologies outlined in the full service description (Schedule One - Service Specification Section B, 7.1). This should include:     - Identification of the technologies     - Length of time working with the technologies   + Details of the experience of development staff in the development and maintenance of similar IT systems to those outlined in the full service description (Schedule One - Service Specification Section A, 5)*.* This should include:     - Description of the systems     - Length of time working with the systems     - Details of relevant technical qualifications. * where the key roles and associated functions will be hosted and/or located; * the liaison points with the HRA Research Systems and the nature of the interaction * where consortium/subcontracting arrangements exist which consortium member/sub-contractor will provide each role described and the number of suitably qualified and experienced Supplier personnel (referencing numbers of full time equivalent and overall headcount) that shall be allocated to the Service * where there are personnel gaps, an outline description of your recruitment plans and appraisal / training processes * a description of how your solution will manage risks (including provision of the Services to the agreed Prices) * a description of the mechanisms you would employ to ensure that HRA staff are fully informed of development/maintenance progress. * A description of how you would anticipate supporting the HRA in technical architecture design.   Please describe your approach to the production of technical documentation, explaining the aspects documented and the level of detail applied.  Please provide details of the software development methodology you would use to develop, maintain and deploy the systems outlined in the Service Specification. This should include:   * Details of the stages used in the development process. * Code/branch management * Deployment * Key documentation types used in the development process. * Details of the managerial/control processes used to monitor the development processes * Details of key engagement points with the HRA. | | | |
| Criteria | | The Tenderer’s response shows that the Tenderer has:   * addressed the requirements of the development and maintenance (including release management and technical architecture support) aspects as set out in paragraphs 10.2 to 10.7 and 10.9 to 10.11 and 10.19 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification * an approach that will ensure, through working with HRA staff, that deliveries will be made on time and to the required standards as detailed in the Service Specification. * demonstrated a clear organisational structure with associated functions and detailed resource plan, including:   + clear availability of staff during standard support times   + staff experience with relevant technologies/systems   + where applicable, describes relevant and defined consortium/sub-contracting arrangements   + details of recruitment plans and appraisal/training processes in relation to any stated personnel gaps; * a clear indication of the manner of liaison with HRA Research Systems * assignment of suitably qualified and experienced staff for the provision of the Services and identified appropriate management of these staff. * demonstrated that any implications arising from systems/resources location(s) will be handled appropriately. * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the Services | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intend to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.4 | Weight | **13** | Word Limit | **2,000** |
| Subject | | Management, maintenance and support of the infrastructure related elements of the Service (as set out in paragraphs 10.16 to 10.18 and 10.20 to 10.24 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification) and associated Services delivery management. | | | |
| Information request | | Please describe the resources and associated processes & systems you propose to use in order to meet the requirements of the infrastructure management, maintenance and support aspects of the specification (as set out in paragraphs 10.16 to 10.18 and 10.20 to 10.24 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification). Your description should include:   * a method statement detailing how you propose to provide the Infrastructure related Services; * a detailed resource plan including: * an organisational chart illustrating the key staff roles and associated functions; * Availability of key staff (i.e. both standard working day 09.00 to 17.30 and non-standard hours). * Details of the experience of staff in the applying related technologies outlined in the full service description (Schedule One - Service Specification Section B, 7)*.* This should include: * Identification of the technologies * Length of time working with the technologies * Details of the experience of staff in the management, maintenance and support of those infrastructure elements outlined in the full service description (Schedule One - Service Specification Section B, 7)*.* This should include:   + - Identification of the infrastructure elements     - Length of time working with the infrastructure elements   + Details of relevant technical qualifications. * where the key roles and associated functions will be hosted and/or located; * the liaison points with the HRA Research Systems and the nature of the interaction * where consortium/subcontracting arrangements exist which consortium member/sub-contractor will provide each role described and the number of suitably qualified and experienced Supplier personnel (referencing numbers of full time equivalent and overall headcount) that shall be allocated to the Service; and * where there are personnel gaps, an outline description of your recruitment plans and appraisal / training processes * A description of how your solution will manage risks (including provision of the Services to the agreed Prices) * A description of the mechanisms you would employ to ensure that HRA staff are fully informed of server infrastructure performance and risk * A description of the provisions to be made for Business Continuity and Disaster Recovery | | | |
| Criteria | | The Tenderer’s response shows that the Tenderer has:   * addressed the requirements of the infrastructure management, maintenance and support related elements as set out in paragraphs 10.16 to 10.18 and 10.20 to 10.24 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification * demonstrated a clear organisational structure with associated functions and detailed resource plan, including: * clear availability of staff during standard support times * staff experience with relevant technologies/systems * where applicable, describes relevant and defined consortium/sub-contracting arrangements * details of recruitment plans and appraisal/training processes in relation to any stated personnel gaps; * clear indication of the manner of liaison with HRA Research Systems * assignment of suitably qualified and experienced staff for the provision of the Services and identified appropriate management of staff. * demonstrated that any implications arising from systems/resources location(s) will be handled appropriately. * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the Services * Demonstrated adequate provision for Business Continuity and Disaster Recovery | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intend to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.5 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Service performance management and planning (see paragraphs 10.82 and 10.83 of Section C of the Service Specification). | | | |
| Information request | | Please describe the resources and associated processes & systems you propose to use in order to manage the performance of the Service (see paragraphs 10.82 and 10.83 of Section C of the Service Specification). Your description should include:   * a method statement detailing how you propose to manage the performance of the Service with due consideration to KPIs and SLAs. * a description of how your solution will manage risks (including provision of the Services to the agreed Prices) associated with the performance of the service   Please detail in your method statement any additional Service Level Agreements and/or Key Performance Indicators to those set out in Part B, Schedule 1, Appendix B – Service Levels. Include an outline of the proposed planning activities to achieve the Service Level Agreements and Key Performance Indicators set out in Part B, Schedule 1, Appendix B – Service Levels and any additional ones that you are proposing.  State how you will monitor and report to the HRA on the Key Performance Indicators in line with Part B, Schedule 1, Appendix B – Service Levels | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the performance management requirements set out in paragraphs 10.82 and 10.83 of Section C of the Service * demonstrated that they are able to provide complementary services * demonstrated a good appreciation of metrics and reporting mechanisms necessary to successfully manage service delivery * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with performance management and planning | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intend to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.6 | Weight | **12** | Word Limit | **2,000** |
| Subject | | Quality assurance functions (as set out in paragraphs 10.12 to 10.14 and 10.43 to 10.45 and 10.82 of Section C of the Service Specification). | | | |
| Information request | | Please describe the resources and associated processes & systems you propose to use in order to provide the quality assurance functions (as set out in paragraphs 10.12 to 10.14 and 10.43 to 10.45 and 10.82 of Section C of the Service Specification) associated with all aspects of this Service. Your description should include:   * a method statement outlining how you would meet the quality requirements outlined in the Service Specification (Schedule One - Appendix B). This should include:   + an organisational chart illustrating key staff and associated functions/responsibilities.   + an outline of the key processes that would be implemented; including consideration of, as a minimum, quality assurance processes relating to:     - Application support     - Software development and maintenance     - Infrastructure management     - Service performance management     - Quality assurance (as a function)     - Learning and D     - development     - ICT equipment, environments and systems   + details of the software test process you would use for both the development and maintenance of the systems outlined in the full service description. This should include:     - Details of the stages used in the testing process.     - Key documentation types used in the testing process.     - Details of the managerial/control processes used to monitor the testing processes     - Details of key engagement points with the HRA.     - an organisational chart illustrating the key staff roles and associated functions     - clear indication of the manner of liaison with HRA Research Systems * a description of how your solution will manage risks (including provision of the Services to the agreed Prices) | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the quality assurance requirements in as set out in paragraphs 10.12 to 10.14 and 10.43 to 10.45 and 10.82 of Section C of the Service Specification; * clear indication of the manner of liaison with HRA Research Systems; * identified and proposed suitable structures and processes in respect of the software testing; * demonstrated that it has a relevant quality assurance regime that monitors, measures and assures quality outcomes in relation to the quality assurance of key Service elements; * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the Services. | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intend to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.7 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Learning and development for Service personnel (paragraphs 10.60 -10.62 of Section C of the Service Specification) | | | |
| Information request | | Please describe how you propose to meet the learning and development requirements (as set out in paragraphs 10.60 -10.62 of Section C of the Service Specification) including how continuous improvement will be delivered over the life of the Contract to maximise the resource knowledge and delivery of the full Service Specification. | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the learning and development requirements as set out in paragraphs 10.60 -10.62 of Section C of the Service Specification; * Proposed a learning and development plan with key milestones defined; * proposed appropriate management arrangements to meet the learning and development requirements as set out in paragraphs 10.60 -10.62 of Section C of the Service Specification. | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intends to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.8 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Information and communications technology equipment, environments and systems (as set out in paragraphs 10.15-10.18 and 10.37 to 10.42 of Section C of the Service Specification) | | | |
| Information request | | Please describe how you propose to meet the information and communication technology equipment, environments and systems requirement (as set out in paragraphs 10.15-10.18 and 10.37 to 10.42 of Section C of the Service Specification) (including a detailed description of the resources that will be made available to deliver them).  Describe how your solution will manage risks (including provision of the Services to the agreed Prices) | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the information and communication technology systems requirements relating to: * provision and management of equipment as set out in as set out in paragraphs 10.15-10.18 and 10.37 to 10.42 of Section C of the Service Specification assigned suitably qualified and experienced resources for service delivery of the information and communication technology systems * documented clearly the appropriate management arrangements of these resources * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the information and communication technology systems. | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

*Tenderers should respond directly to the information request above in the context of describing how they intends to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.*

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| --- | --- | --- | --- | --- | --- |
| Question | B.9 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Communications plan (as set out in paragraphs 10.53 to 10.56 and 10.66 to 10.81 of Section C of the Service Specification) | | | |
| Information request | | Please describe how you propose to meet the communication requirements of as set out in paragraphs 10.53 to 10.56 and 10.66 to 10.81 Section C of the Service Specification. | | | |
| Criteria | | The Tenderer response shows that the Tenderer:   * has addressed the requirements in paragraph as set out in paragraphs 10.53 to 10.56 and 10.66 to 10.81 of Section C of the Service Specification; * has proposed appropriate means of communications and staff’s associated responsibilities * has identified the relevant HRA Research Systems Stakeholder types and provided analysis of their interrelationships * understands the challenges in ensuring clear, timely and appropriate communications | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intends to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.10 | Weight | **5** | Word Limit | **1,000** |
| Subject | | HRA familiarisation and knowledge base | | | |
| Information request | | Please describe how you propose to ensure timely and effective familiarisation with HRA processes and needs, and how you intend to build the knowledge base required to support your staff in the delivery of the Service as set out in paragraph 10.60 of Section C of the Service Specification. | | | |
| Criteria | | The Tenderer response shows that the Tenderer:   * has addressed the requirements in paragraph 10.60 of Section C of the Service Specification * understands the key issues and challenges * has identified the relevant Stakeholders providing analysis of required knowledge transfer * Has provided confidence in their approach to knowledge capture, dissemination, retention and management. | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intends to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.11 | Weight | **10** | Word Limit | **2,000** |
| Subject | | Transition Implementation Plan | | | |
| Information request | | Please provide a description of your proposed transition and implementation activities that will enable you to deliver the service from the commencement of the contract on 1st April 2016. Please include your outline plans for the transition of the Services from their current operation into the new contract delivery phases from 1st April 2016.  Please include a description of how you will manage the transition of the information and communications technology systems.  Describe how your solution will manage risks (including provision of the Services to the agreed Prices) | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the transition requirements * demonstrated that it has a relevant quality assurance regime that monitors, measures and assures quality outcomes in relation to achievement of the milestones and the milestone dates * has a clear and deliverable timetable of activities to achieve the milestones and the milestone dates * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the transition of the Services from their current operation into the new contract delivery phases from 1st April 2016. * specified key personnel in the transition process along with their responsibilities and inter-relationships. | | | |

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| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intend to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

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| --- | --- | --- | --- | --- | --- |
| Question | B.12 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Exit Management | | | |
| Information request | | Please provide a description which outlines your approach to transferring knowledge, skills, assets and processes as part of your exit strategy leading up to and covering the Expiry Date.; either:   * back to the HRA; and/or * to a Replacement Supplier | | | |
| Criteria | | The Tenderer response shows that the Tenderer:   * Has arrangements for the transfer of knowledge, skills and assets and an exit strategy which are compliant with the requirements of schedule 10 of the Contract * has a solution that is capable of achieving the required outcome of a successful exit of the Contract. | | | |

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| --- |
| Tenderer Response  Insert response here |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how they intends to fulfil the requirements of the Service Specification and read the guidance provided in Part A, Section 3, Paragraph 5 of the Invitation to Tender.

Schedule Two: Pricing Schedule

1. PURPOSE
   1. This Schedule sets out:
      1. requirements for Tenderers when submitting the Prices for the provision of the Services (the “Pricing Model”) and which form the basis of contract charges; and
      2. the format for the submission by each Tenderer of their Prices and proposed invoicing procedure for the provision of the Services in the tables in paragraphs 2 to 6 below.
2. GENERAL
   1. The Tenderers shall use the tables in paragraphs 2 to 6 below to specify their Prices for each Financial Year in the period between the 1st of April 2016 and the 31st of March 2021 (inclusive). Tenderers are reminded that failure to submit the required Prices in the format as requested in these tables may result in exclusion from this procurement in accordance with paragraph 7.6. Section 1 of Part A of the ITT (Instructions to Tenderers The HRA shall fund the Services for up to a total value of five million pounds (£5,000,000) (excluding VAT) between the 1st of April 2016 and the 31st of March 2021 (inclusive) which shall be broken down as follows:
   * a maximum sum of £1,000,000 (excluding VAT) in each Financial Year between the 1st of April 2016 and the 31st of March 2021 (inclusive) which the HRA has allocated as available funding in respect of the provision by the successful Tenderer of the Services and, (the Capped Budget”); and
   * The tenderer must breakdown the Operational Services sum between the cost of maintaining the system and services on the one hand and Help Desk provision on the other.
   * For the avoidance of doubt Help Desk generated calls passed on to level 2 and level 3 support should be included within the Development Services costs with only level 1 support forming the Help Desk service costs
   1. In addition, the Prices quoted must:
   * be in Pounds Sterling;
   * exclude VAT;
   * include all costs and expenses relating to the Services and/or the successful Tenderer’s performance of its obligations under the Contract in accordance with paragraph 3 of schedule 3 of the Contract;
   * include the costs for additional work to achieve specified outputs of outcomes in respect of the Services which the Tenderer has proposed and detailed within their Tender Response and which shall form part of the Contract;
   * assume that there will be no property (other than IPR or information communication technology assets) issued by the HRA and the successful Tenderer shall be responsible for providing all premises, staff, equipment, tools and all such other materials that may be required in the performance of the Services; and
   * be in all other ways fully compliant with the provisions of the Contract
3. PRINCIPLES OF THE PRICING MODEL
   1. The Services against which the Tenderers should submit their Prices are described in Section C of the Service Specification.
   2. The Pricing Model requires that submitted Prices should provide a clear and consistent basis for managing the cost of providing the Services on an ongoing basis which:
   * prevents cross subsidisation of costs – the blurring of charges and what is included within each category of cost;
   * facilitates the evaluation of the pricing component of the Tender Responses on a like for like basis; and
   * provides a mechanism for controlling costs on an ongoing basis.
   1. The Pricing Model has a number of key components which are illustrated by the diagram below:

General Principles

* 1. The Pricing Model shall consist of three elements:

|  |  |
| --- | --- |
| Operational Services - Systems | Represents capped price in respect of costs incurred in providing the operational capability for the HRA systems. |
| Operational Systems - Help Desk | Represents capped price in respect of costs incurred in providing the Help Desk capability for the HRA systems. |
| Development Services | Base level to be calculated by reference to the proposed numbers of days at each level of skill mix multiplied by the rate card for that level. Base level to be capped initially. Staff mix and overall costs to be reviewed and potentially varied at each quarterly review. |

* 1. The principles underpinning each of these tiers are explained in more detail below:

Operational Services - Systems

* 1. The Prices for the Operational Services – Systems shall represent all the Tenderer’s costs for the ongoing operational functions of the HRA systems as defined in the Service Specification.

Operational Services - Help Desk

* 1. The Prices for the Operational Services – Help Desk shall represent all the Tenderer’s costs for the ongoing operational functions of the HRA Help Desk as defined in the Service Specification.

Development Services

* 1. The Prices for development activity calculated by reference to the anticipated staffing compliment, defined by staff mix, multiplied by the Rate Card Daily Rates.

1. PRICES
   1. The Tenderer shall set out their Prices for providing the Services, providing transparency in how these have been built. Tenderers must set out their cost breakdown in detail and will be expected to invoice on a monthly basis, up to the capped price, using that level of detail.

OPERATIONAL SERVICES PRICES

* 1. Tenderers shall set out their Prices for Operational Services in Table A below:
  2. The Prices specified in Table A shall be capped in each Financial Year 1 to 5 during the period between the 1st of April 2016 and the 31st of March 2021 (inclusive).
  3. In specifying the resource component of their Prices for Operational Services each, Tenderer shall use the applicable rate from the resource rate card at Table D. Costs must be itemised in a sufficient level of detail to enable full visibility of constituent parts.

TABLE A

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  | If contract extended | |
|  |  |  | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 |
|  |  |  | £ | £ | £ | £ | £ |
|  |  |  |  |  |  |  |  |
| Systems Maintenance and availability (including migration costs in first year) | | |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Help Desk | | |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Total | | |  |  |  |  |  |

|  |
| --- |
| **Please append a statement showing the methodology used to reach the above costs including a breakdown and full description of any other overheads you have included in your Prices in each year which must be consistent with this Pricing Schedule and the Contract.** |
|  |

DEVELOPMENT SERVICES PRICES

* 1. Tenderers shall set out their Prices for Development Services in table B below.
  2. The HRA has a set budget for development services and wishes to obtain the best value possible from this budget. Tenderers are invited to propose the skill/grade mix which they propose to achieve best value. The overall quantum of the development budget and the need for development may vary over time. Whilst the budget is fixed initially, the successful Tenderer and the HRA shall meet quarterly to review the pipeline for future developments and available funding. Following this review, a work plan for the following quarter will be agreed. If it appears to the HRA that the work required will be at a significantly different level, either up or down, from the initial budget they may, at their absolute discretion, vary the budget in accordance with paragraph 9.58 of Schedule 1 – The Service Specification. If the budget is varied, then the Rate Card will be used to calculate the new skill mix. The revised skill mix multiplied by the Rate Card will then equal the revised budget. In specifying the resource component, Tenderer shall use the applicable rate from the resource rate card entered into table D for the required resource and utilisation period.
  3. The tenderer may amend the description of the roles in the table below to match those used in the Rate Card. The figures in 2016/17 must reflect the number of days multiplied by the rate per day for each type of staff. Tenderers should assume for the purpose of the table that activity levels remain constant throughout the contract. They may however be varied through the quarterly review process described above.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| TABLE B |  |  |  |  |  | If contract extended | |
|  |  |  | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 |
|  |  |  | £ | £ | £ | £ | £ |
|  | Number of days | Rate Card |  |  |  |  |  |
| Development Senior Developer |  |  |  |  |  |  |  |
| Development Junior Developer |  |  |  |  |  |  |  |
| Development Other |  |  |  |  |  |  |  |
| Total | | |  |  |  |  |  |

1. RESOURCE RATE CARD
   1. Tenderers shall set out in table D below their proposed Daily Rates for calculating the Supplier Personnel component costs for delivering the Operational Services, and Development Services.
   2. The proposed Daily Rates entered into table C shall be fixed for the whole period between the 1st of April 2016 and the 31st of March 2021 (inclusive).
   3. Tenderers are required to provide a description indicative of the skills and experience of Supplier personnel for each of the roles specified in table D below.
   4. Tenderers should ensure that the roles listed match those specified within the Tenderers proposed solution in respect of the operating model and organisational design for the HRA systems in their Tender Response.
   5. Tenderers must also set out the equivalent per annum rate (in the period from the 1st of April 2016 to 31 March 2021 (inclusive)) to be applied to Supplier personnel engaged on a full time basis.

|  |  |
| --- | --- |
| **C: RESOURCE RATE CARD** | |
|  | **DAILY**  **RATE £** |
| **Role** |
|  |  |
|  |  |
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|  |  |
|  |  |
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| --- | --- |
| **D: ROLE DESCRIPTIONS** | |
| **Role** | **Description** |
|  |  |
|  |  |
|  |  |
|  |  |

1. SUMMARY OF TOTAL PRICES FOR OPERATIONAL AND DEVELOPMENTSERVICES
   1. Tenderers must set out the total Prices for performing the Operational Services and the Development Services under Contract in table F below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **E: TOTAL PRICE FOR THE OPERATIONAL SERVICES AND THE DEVELOPMENT SERVICES** | | | | | |
|  | **£** | | | | |
|  | Year 1  (1 April 2016 to 31 March 2017) | Year 2  (1 April 2017 to 31 March 2018) | Year 3  (1 April 2018 to 31 March 2019) | Year 4  (1 April 2019 to 31 March 2020) | Year 5  (1 April 2020 to 31 March 2021) |
| Operational Services Charges (Fixed) From table A above |  |  |  |  |  |
| Development Services Charges From table B above |  |  |  |  |  |
| **Annual Total**  **Total Price for the Operational Services and the Development Services (“ Tender Evaluation Price”):**  **£** |  |  |  |  |  |
| |  | | --- | | **Important Note:**  **The total Price entered here is the Evaluation Price (EP) that will be used to assess the price as part of the evaluation process. This is also the price that should be entered into BMS when returning Tender Responses.** | | | | | | |

1. PAYMENT SCHEDULE
   1. Tenderers will be paid a maximum fixed monthly sum, in arrears, based on the tender price per annum divided by twelve as adjusted for any changes to the development budget at quarterly reviews. Tenderers must provide a monthly invoice, within 5 working days of month end, which will be paid promptly, and which sets out the costs at a level of detail consistent with the breakdown supplied in their bid and to be agreed between the HRA and the successful tenderer. Payment will be based on the lesser of the actual costs and the maximum sum as adjusted in accordance with this clause.

Schedule Three: Confidential & Commercially Sensitive Information

1. General
   1. All the information that the HRA supplies as part of the Contract shall be regarded as HRA’s Confidential Information.
   2. The Tenderer considers that the type of information listed in paragraph 2.1 below is Supplier’s Confidential Information.
2. Types of Information that the Contractor Considers to be Confidential
   1. Type 1: Confidential information:

|  |  |  |
| --- | --- | --- |
| INFORMATION CONSIDERED CONFIDENTIAL | REASON FOR FOIA EXEMPTION  (INCLUDE PARAGRAPH  REFERENCE) | PERIOD  EXEMPTION IS SOUGHT (MONTHS) |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. Type 2: Commercially sensitive information:

|  |  |  |
| --- | --- | --- |
| INFORMATION CONSIDERED COMMERCIALLY SENSITIVE | REASON FOR FOIA EXEMPTION  (INCLUDE PARAGRAPH REFERENCE) | PERIOD  EXEMPTION IS SOUGHT (MONTHS) |
|  |  |  |
|  |  |  |
|  |  |  |

Schedule Four: Administrative Instructions

1. AUTHORISATION
   1. The person shown below person shall act as the HRA's Representative on all matters relating to the Contract:

|  |  |
| --- | --- |
| NAME | **To be confirmed at Contract award** |
| CONTACT DETAILS | **To be confirmed at Contract award** |

* 1. The HRA's Representative may authorise other officers to act on their behalf.

1. NOTICES
   1. Any notice the Contractor wishes to send the HRA shall be sent in writing to the HRA's Representative at the address shown in paragraph 1.1 above.
   2. Any notice the HRA wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address advised by the Supplier.
2. ADDRESS FOR INVOICES
   1. Invoices shall be sent to the Department addressed to:  
       **Health Research Authority  
      T71 Payable F275  
      Phoenix House  
      Topcliffe Lane  
      Wakefield  
      WF3 1WE**
   2. Invoices must not be sent to the HRA’s Representative.
3. CORRESPONDENCE
   1. All correspondence to the HRA except that for or relating to invoices shall be sent to the following address:

**Health Research Authority**

**Ground Floor**

**Skipton House**

**80 London Road**

**London**

**SE1 6LH**

Schedule Five: Form of Tender

Declaration

PROPOSAL FOR THE PROVISION OF THE HRA Development, Maintenance and Support Services

Th**e** words and expressions set out in this form of tender have the meanings given to them in the ITT.

Having examined the ITT and being fully satisfied in all respects with its requirements, we do hereby offer, as enclosed in the Tender Response dated (INSERT DATE), to provide the Services for the Prices against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the Tender Response open for acceptance by the HRA for a period of six [6] months from the deadline for receipt of Tender Responses.

We have read, accept and agree to abide by the Contract which takes precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by us in connection with the Contract.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we 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. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

* Collude with any third party to fix the price of any number of Tender Reponses for this Contract;
* Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

We understand that unless and until we and the HRA have executed a formal agreement, the HRA's acceptance of this Tender Response with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, Tender Response.

We have made sufficient enquiries and have received sufficient information from the HRA to fully understand the requirements of this procurement and agree to provide the Services in accordance with the terms and conditions of the Contract.

We warrant that all the information contained in our Tender Response (including any attachments) is accurate and true and we undertake to notify the HRA of any changes as soon as practicable.

We warrant that we have complied with all the requirements set out in the ITT. We warrant that we have supplied a copy of the ITT to any subcontractors and/or consortium members named in the Tender Response.

We warrant that we have all the requisite corporate HRA to sign this Tender Response and this form of tender.

We accept the terms of the Contract and if our offer is accepted we will execute the Contract within 30 calendar days of being called upon to do so by the HRA.

Name of person duly authorised to sign Tender Reponses:

[ ]

Date: ..........................................

Signed: .......................................... in the capacity of:

................................................................

duly authorised to sign Tender Responses for and on behalf of:

............................................................................

**By completing this Declaration and submitting your Tender Responses, you have agreed that the statements in this form of tender are correct.**

Appendix A: Sub-Contractors

All suppliers to the HRA are asked to provide details of all sub-contractors that will be used to perform the Contract (but see paragraph 13.5 of Section One of Part A of the ITT).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NAME & ADDRESS OF SUBCONTRACTOR** | | **SERVICE PERFORMED FOR CONTRACTOR** | **PROVIDE DETAILS OFSTAFFNUMBERS[[9]](#footnote-9)** | **PROVIDE LATEST**  **YEAR’S**  **TURNOVER** |
| **NAME:** |  |  |  |  |
| **ADDRESS:** |  |
| **NAME:** |  |  |  |  |
| **ADDRESS:** |  |
| **NAME:** |  |  |  |  |
| **ADDRESS:** |  |

Appendix B: Conflicts of Interest

Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or Consortia members.

Please describe any (potential) conflicts of interest that the Tenderer has identified and how these will be managed\*:

If you **DO** **NOT** have any conflicts to declare, please tick this box:

\*Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its Tender Response

*Guidance to Tenderers:*

*Tenderers should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.*

1. <http://ec.europa.eu/growth/smes/> [↑](#footnote-ref-1)
2. <http://www.promptpaymentcode.org.uk> [↑](#footnote-ref-2)
3. <http://www.businesslink.gov.uk/contractsfinder> [↑](#footnote-ref-3)
4. There will indirect management as per 6.8 [↑](#footnote-ref-4)
5. This restoration requirement has yet to be fully agreed with the business and therefore should be treated as indicative. [↑](#footnote-ref-5)
6. This restoration requirement has yet to be fully agreed with the business and therefore should be treated as indicative. [↑](#footnote-ref-6)
7. As specified in paragraph 10.13 of Section C of this document, the Supplier’s test records will be made available on request and are auditable by the HRA. [↑](#footnote-ref-7)
8. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-8)
9. This is the average annual numbers of both staff and managerial staff employed over the last trading year [↑](#footnote-ref-9)