**NICE Digital Services Atlassian Licences and Support**

**Invitation to Tender**

**Requirement specification**

1. **Introduction**

NICE, established under the Health and Social Care Act 2012, is the executive Non Departmental Public Body responsible for providing guidance and advice to support health and social care commissioners, providers and others to make sure that the care and preventative services provided are of the best possible quality and offers the best value for money. NICE has a statutory role that encompasses the development of quality standards, advice, information and recommendations about NHS, public health and social care services. NICE provides independent, evidence-based guidance on the most effective ways to prevent, diagnose and treat disease and ill health and reduce health inequalities, and operates an independent accreditation programme to validate the guidance production of external organisations. Documents describing the methods and process employed by NICE are available from the NICE’s website (available at [www.nice.org.uk](http://www.nice.org.uk) ).

NICE Digital Services

Our team builds the software and digital services that enable staff and external stakeholders to access information and guidance quickly and easily. We have around 45 staff in our team with roles such as developers, business analysts, information experts, delivery managers, testers, UX designers and IT infrastructure operations.

We run and support over 30 live services including 12 websites, 2 mobile apps and a number of other digital ‘library’ services for health and social care professionals. We are always considering how we can develop better ways of enabling people to access medical and clinical guidance and actively seek collaboration opportunities to further this aim. For example this year we are partnering with UCL (University Collage of London) to build a new application using an agile team of shared resources.

We work to Government Digital Service (GDS) Service Standards for developing digital services and align with their agile lifecycle to implement our software delivery. Some of our services fall under the Digital Spend controls and therefore must go through formal Service Assessments with GDS. We need to be set up effectively from an agile day to day working perspective to help us meet these standards in a consistent way across our department.

To help us streamline and consolidate our ways of working and meet our agile development needs we are looking to replace our existing agile project management software which does not meet our current needs, particularly from the perspective of collaboration and reporting.

1. **Background**

NICE Digital Services is seeking bids through this invitation to tender to select a supplier to provide:

* 1. Licenses for a suite of Atlassian Cloud-based software products including JIRA Software, Confluence, Portfolio for JIRA and Hipchat and an associated general support and maintenance package for a period of 3 years from contract award.
  2. A set-up and implementation support package which includes the start-up configuration of the software and training for NICE Digital Services employees to allow them to effectively operate the software in an expedited fashion.
  3. An ongoing, continuous improvement, call-off contract capped at a number of days to enable Digital Services to request training/workshops to update their knowledge later in the contract, including regular ‘health checks’ to advise whether the team is optimising their usage of the software

The contract will be effective from 01/07/2017 for a period of 3 years.

**Please note:** **we welcome bids for all of the services set out in the specification.** The total budget for this contract is £50,000 for the 3 year period (there is a nominal budget of £20,000 excluding VAT per annum for the first two years please be clear in proposals how much is recurring costs such as licencing and how much is product implementation/set up).

# Location

### The service is required to support the NICE Digital Services staff in the Manchester office alongside the ability to use the software remotely.

## Security

We expect that the cloud-based software would operate over a secure channel and any communication between our browsers and the Atlassian products will be secure. Furthermore we expect that personal information and passwords are stored in an encrypted manner and in compliance with Privacy Shield.

## Confidentiality

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (FOIA) and/or the Data Protection Act (DPA), the content of the resulting Contract is not Confidential Information. NICE 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 and/or the DPA.

Notwithstanding any other term of this Contract, the Contractor hereby gives their consent for NICE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public. And further agrees to the public re-use of the documents provided that such reuse cites the source and does not misuse or deliberately mislead.

Information that is supplied to offerors as part of the procurement exercise is supplied in good faith. However, offerors must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by offerors of such information, unless such information has been supplied fraudulently by NICE.

Information that is supplied or received during the tender process will be kept confidential for the period of the tender process. At the end of the tender process all information that NICE holds will be subject to FOIA.

## Account Management

### The contractor shall provide effective and proactive account management which would enable optimised usage of the software within the department; for example recommendation of training courses and regular implementation on software updates.

# The Requirement

NICE requires the following to be included:

Software and Hosting Requirements

* Licences for Atlassian Cloud-based products including:
  + 65 licences of JIRA Software
  + 65 licences of Confluence
  + 65 licences for HipChat Plus
  + 10 licences of Portfolio for JIRA
* Technical Support contract and mechanism for bugs/fixes resolution.
* NICE requires a 9-5 Monday-Friday support with 4 hour response, the contractor needs to have the resources to meet that as a minimum.
* Servers hosting NICE data need to be located within the EEA to comply with the relevant data protection legislation or be certified with the Privacy Shield standard/agreement.

Setup and Implementation Support Requirements

* Tailored start-up training to provide a consistent level of knowledge in the use of the Atlassian software across NICE Digital Services.
* Work with the team to configure and integrate the suite of Atlassian products a way that meets our agreed requirements
* Offer advice on how our working practices can be adapted to best utilise the Atlassian software.
* Assist with migration of CSV data from the previously used Thoughtworks Mingle to Atlassian software.
* Support the integration of the Atlassian products with GitHub.

Continuous Improvement Support Requirements

* Following the introductory period, as part of continuous improvement, offer regular check-ups on our progress to ensure NICE is maintaining a consistent level of knowledge of the software and we are utilising the full potential of the different Atlassian products. If areas of improvement are identified, we would require options to be suggested to address these areas, for example the recommendation of training courses or supplier run workshops.
* Service review following the implementation phase and at the end of the first and second years.
* Must have a track record in supplying implementation and setup packages of Atlassian products to public sector organisations that follow the GDS Service standards.

# Your bid

## Please describe how your company will provide the services responding the following points:

* 1. A quotation for a three year contract for licenses as detailed above including and noting any discounts including educational discounts/bundled options that NICE may be able to take advantage of.
  2. A cost breakdown showing volume license options and cost for each delivered element. (there is a nominal budget of £20,000 excluding VAT per annum for the first two years please be clear in proposals how much is recurring costs such as licencing and how much is product implementation/set up).
  3. A Statement of Work (SOW) and plan outlining the activities that will be undertaken to provide effective start-up for our agile teams including:
     1. The period of time required to configure the suite of Atlassian products.
     2. A training plan that outlining how you will ensure a sufficient and consistent level of knowledge across the department for effective use of the software.
     3. How would you work with us to remove the barriers to implementing your recommended ways of working using the suite of Atlassian products.
     4. How you will ensure the successful migration of data from the current Thoughtworks Mingle software to the Atlassian based products in the shortest time possible.
     5. How you will ensure adequate reviews of the service throughout contract period.
     6. How you will work with Delivery Managers and PMO to set up reporting at portfolio and project level.
  4. A Statement of Approach (SOA) outlining how they would undertake this work using agile methods to meet the following measures:
     1. Within 2 weeks, configurations and integrations of Atlassian products are complete.
     2. Within 2 weeks, integration of GitHub to the suite of Atlassian products.
     3. Within 2 weeks, migration of data from Thoughtworks Mingle to Atlassian products are complete.
     4. Within 4 weeks, Delivery Managers and the PMO are able to report effectively on active projects.
     5. Within 6 weeks, 90% of users are satisfied that they can use the software effectively as appropriate for their role to meet their day to day working needs.
  5. What support options for continuous improvement you offer and how you would offer regular check-ups of NICE’s working practices.
  6. Outlining how your Service Level Agreement for responding to and dealing with both faults and user queries (technical/application support) would meet our requirement of a 9-5 Monday-Friday support with 4 hour response.
  7. Please state the country where the servers hosting NICE’s data will be located and how you will ensure the security of this dataeg how would you provide a secure channel and any communication between our browsers and ensure that the Atlassian products will be secure. Furthermore please detail how personal information and passwords are stored in an encrypted manner and in compliance with Privacy Shield
  8. Supplying your Privacy Agreement and any other policies relating to the storage, processing, retention and security of NICE’s data showing compliance with relevant legislation to UK/EU data protection law; eg: DPA, EU DPD, Privacy Shield . Also how client data and applications are protected from hacking, cybercrime, denial of service attacks etc.
  9. Your approach to migrating data from a Thoughtworks Mingle system into the suite of Atlassian products.
  10. Please provide case studies and names and contact details for 3 organisations NICE can refer to for confirmation of your organisation’s proven ability to carry out this type of work and specifically for this contract meeting tight deadlines in situations of competing demands. We are looking for case studies that show you have worked with a public sector organisation that follows the GDS Service standards.
  11. Please provide one copy each of your organisation’s Health and Safety, Environmental, Equal Opportunities and Diversity in the Work Place Polices, together with the last three years of audited accounts for your organisation and a current Balance Sheet.
  12. Terms and conditions of supply: Please provide the set of terms and conditions that you would seek to have for this supply. Please note that NICE as a public sector organisation must be able to comply with DPA and FIOA obligations, and must be able to terminate the contract without penalty to NICE in the event of Bribery, corruption, slavery in the supply chain and personal data loss. NICE is also unable to agree to indemnify the supplier.

## NICE recognises that some SMEs (Small, Medium Enterprises) (less than 50 people for a Small Enterprise and less than 250 for a Medium Enterprise) may not have formal policies available but still operate their businesses in a manner that is conducive to the above. If you are an SME and do not have formal policies in place, please submit with your response a written statement on how your company operates in light of the above three areas of legislation and best practice. If an SME does not have 3 years of account due to being recently established then annual accounts must be provided where available along with a balance sheet for the current year. If this is the first year of trading for an SME then a current balance sheet must be provided. NICE may require further information in order to verify the existence of any company submitting a bid

## All offers must be written in English.

## All offers must be provided in GBP sterling and all costs be exclusive of VAT.

## All offers must be submitted in accordance with the CCS framework mini competition.

## NICE does not bind itself to accept the lowest or any offer.

## NICE reserves the right to amend the specification at any time prior to the stated tender deadline.

## All tender documents will remain the property of the NICE and will not be altered or amended in any way.

**Timelines**

|  |  |
| --- | --- |
| Issue tender | 08/05/2017 |
| Deadline for Tender Questions | 23/05/2017 |
| Answers sent out by/up to | Within 6 days of receipt |
| Tender receipt deadline | 16:00 26/05/2017 |
| Award contract | 16/06/2017 |
| Contract start | 01/07/2017 |

**Budget**

There is a maximum budget of £50,000.00 for the 3 year period of this work. Bidders are requested to fully cost their tenders - please provide full cost breakdowns and rationales. Fees are inclusive of all costs and expenses, including travel to site, but exclusive of VAT(there is a nominal budget of £20,000 per annum for the first two years please be clear in proposals how much is recurring costs such as licencing and how much is product implementation/set up).

**Failure to comply with these instructions may result in your offer being rejected.**

1. **Selection Criteria**

Tenders will be assessed on the basis of the following:

1. Pass/Fail Criteria

All specified criteria below must achieve a ‘pass’ before the rest of the bid will be assessed on the assumption that failure to meet these would not allow NICE to award the contract.

1. Weighted Criteria

The weighting will be applied to the categories below where an assessment is required to see how well the requirement has been met:

|  |  |  |
| --- | --- | --- |
| **Software and Hosting Requirements** | **question** | **Weighting** |
| Ability to provide the number of licences for the Atlassian products as requested (65 JIRA, Confluence and HipChat Plus and 10 Portfolio for JIRA) | 1. A quotation for a three year contract for licenses as detailed above including and noting any discounts including educational discounts/bundled options that NICE may be able to take advantage of | **Pass/Fail** |
|  | 2. A cost breakdown showing volume license options and cost for each delivered element | **5** |
| **Support and Security** |  |  |
| 9-5 week day support with 4hr response | 6. Outlining how your Service Level Agreement for responding to and dealing with both faults and user queries (technical/application support) would meet our requirement of a 9-5 Monday-Friday support with 4 hour response | **5** |
| EU or UK hosted servers | 7. Please state the country where the servers hosting NICE’s data will be located or Privacy Shield compliance | **Pass/Fail** |
| SECURITY | 7. how would you provide a secure channel and any communication between our browsers and ensure that the Atlassian products will be secure. Furthermore please detail how personal information and passwords are stored in an encrypted manner and in compliance with Privacy Shield | **30** |
|  | 8. Supplying your Privacy Agreement and any other policies relating to the storage, processing, retention and security of NICE’s data showing compliance with relevant legislation to UK/EU data protection law; eg: DPA, EU DPD, Privacy Shield . Also how client data and applications are protected from hacking, cybercrime, denial of service attacks etc. | **15** |
| **Setup and Support requirement** |  |  |
| Tailored start-up training to provide a consistent level of knowledge in the use of the Atlassian software across NICE Digital Services. | 3. A Statement of Work (SOW) and plan outlining the activities that will be undertaken to provide effective start-up for our agile teams including | 5 |
|  | 3.i. The period of time required to configure the suite of Atlassian products | 10 |
|  | 3.ii.A training plan that outlining how you will ensure a sufficient and consistent level of knowledge across the department for effective use of the software. | 5 |
|  | 3.iv. How you will ensure the successful migration of data from the current Thoughtworks Mingle software to the Atlassian based products in the shortest time possible | 5 |
|  | 4. A Statement of Approach (SOA) outlining how they would undertake this work using agile methods to meet the following measures | 5 |
|  | 4.v. Within 6 weeks, 90% of users are satisfied that they can use the software effectively as appropriate for their role to meet their day to day working needs | 5 |
| Work with the team to configure the Atlassian products in a way that meets our requirements. | 3.vi. How you will work with Delivery Managers and PMO to set up reporting at portfolio and project level | 5 |
|  | 4. i. Within 2 weeks, configurations and integrations of Atlassian products are complete. | 5 |
|  | 4.iv. Within 4 weeks, Delivery Managers and the PMO are able to report effectively on active projects | 5 |
|  | 9. Your approach to migrating data from a Thoughtworks Mingle system into the suite of Atlassian products | 5 |
| Offer advice on how our working practices can be adapted to best utilise the Atlassian software | 3.iii. How would you work with us to remove the barriers to implementing your recommended ways of working using the suite of Atlassian products. | 5 |
| Assist with migration of CSV data from the previously used Thoughtworks Mingle to Atlassian software | 4.iii. Within 2 weeks, migration of data from Thoughtworks Mingle to Atlassian products are complete | 5 |
| Support the integration of the Atlassian products with GitHub | 4.ii. Within 2 weeks, integration of GitHub to the suite of Atlassian products. | 5 |
| **Continuous Improvement Support Requirements** |  |  |
| Offer health checks on our progress to ensure we are utilising the full potential of the different Atlassian products. | 5. What support options for continuous improvement you offer and how you would offer regular check-ups of NICE’s working practices | 15 |
| Service review following the implementation phase and at the end of the first and second years | 3.v. How you will ensure adequate reviews of the service throughout contract period | 9 |
| Must have a track record in supplying implementation and setup packages of Atlassian products to public sector organisations that follow the GDS Service standards | 10.      Please provide case studies and names and contact details for 3 organisations NICE can refer to for confirmation of your organisation’s proven ability to carry out this type of work and specifically for this contract meeting tight deadlines in situations of competing demands. We are looking for case studies that show you have worked with a public sector organisation that follows the GDS Service standards. | 6 |
| Policies | 11.      Please provide one copy each of your organisation’s Health and Safety, Environmental, Equal Opportunities and Diversity in the Work Place Polices, together with the last three years of audited accounts for your organisation and a current Balance Sheet. | pass/fail |
| Value for Money | Lowest cost/supplier cost\*40 | 40 |
| Terms and conditions | Terms and conditions of supply: | pass/fail |
|  | Please provide the set of terms and conditions that you would seek to have for this supply. Please note that NICE as a public sector organisation must be able to  comply with DPA and FIOA obligations, and must be able to terminate the contract without penalty to NICE in the event of Bribery, corruption, slavery in the supply chain and personal data loss. NICE is also unable to agree to indemnify the supplier |
|  |  |  |

1. **Transparency**

In light of the governments need for greater transparency, suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a contract for this work, the resulting contract between the supplier and NICE will be published in its entirety. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security. Suppliers are asked to make any sections of their tender that they regard as ‘Commercial in Confidence’ or ‘subject to the non-disclosure clauses’ of the Freedom of Information Act or the Data Protection Act clear within the submission documents. Please note that the total value (bottom line) of the agreement is required to be published under current EU regulations and the UK governments Transparency Agenda. If you require clarity on this point, please contact us via the route stated above.

1. **Cost Evaluation**

In light of the government’s drive for transparency, NICE is providing the formula that will be used for the cost evaluation aspect and the scoring guide.

**Cost Evaluation**

The cost will be evaluated using the following formula:

Lowest Bidder’s Price / Bidder’s Price X 40

**Criteria and Scoring Guide**

Each evaluator will independently evaluate each tender submitted and use the following guide to score each criteria, the scores of all evaluators per criteria are then averaged and the criteria weighting is then applied to give an adjusted score.

|  |  |
| --- | --- |
| Scoring Note |  |
| -5 | The point is omitted |
| 0 | The point is not explained/ repeat of specification |
| 1 | The point is not acceptable |
| 2 | The point is possibly acceptable |
| 3 | The point is acceptable |
| 4 | The point is well made and acceptable |
| 5 | The point exceeds expectations/excellent |

1. **Questions**

Before the offers are submitted, those wishing to tender may have specific questions and queries regarding the process, the policy or the arrangements with NICE. Under our procurement arrangements NICE has to ensure that all applicants receive equal treatment and we will share all information requests and responses with all applicants. Please submit all questions and queries to Barney Wilkinson by email to barney.wilkinson@nice.org.uk and the responses will be issued together with the original questions by email to all who have expressed interest. This will be an ongoing question and answer process until 23/05/2017 which is the last day to submit questions. The final set of answers will be sent on the 24/5/2017.

1. **Pricing**

A comprehensive pricing schedule for the services must be submitted in the format included in the tender pack Annex1, please note the annex is in excel and has multiple tabs all of which need to be completed

1. **NON COMPLIANCE**

NICE expressly reserves the right to reject any proposal that:

* Does not follow the instruction to tender guidance;
* Is an incomplete proposal, where answers to any questions are not provided, or a reasonable explanation is not provided of why any answer to any question has been omitted;
* significant unacceptable Terms and Conditions of supply (please see section 8 question 12)