

# Order Form

Framework agreement reference: SBS10256

Date of order	7 <sup>th</sup> October 2024	Order Number	TBC To be quoted on all correspondence relating to this Order
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## FROM

Customer	NHS Black Country Integrated Care Board	"Customer"
Customer's Address	Civic, Centre, St Peter's Square, Wolverhampton WV1 1SH	
Invoice Address	NHS Black Country ICB QUA Payables M875 Shared Business Service PO Box 312 LEEDS LS11 1HP Invoices: <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a>	
Contact Ref:	Name: [REDACTED] Address: Civic Centre, St Peters Square, Wolverhampton, WV1 1SH Phone: [REDACTED] e-mail: [REDACTED]	

## TO

Supplier	ANS Group Limited	"Supplier"
Supplier's Address	1 Archway, Birley Fields, Manchester, M15 5QJ	
Account Manager	Name: [REDACTED] Address: 1 Archway, Birley Fields, Manchester, M15 5QJ Phone: [REDACTED] email: [REDACTED]	

## GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	[   ]	"Guarantor"
Parent Company address	[   ]	
Account Manager	Name:        [   ] Address:     [   ] Phone:       [   ] e-mail:       [   ] Fax:           [   ]]	

<b>1. TERM</b>
<b>(1.1) Commencement Date</b>  1 <sup>st</sup> November 2024
<b>(1.2) Expiry Date</b>  The Contract shall expire on the date which is 36 Months after the Commencement Date. There is an option to extend for a further 24 months (12 months + 12 months)

## 2. GOODS AND SERVICES REQUIREMENTS

## (2.1) Goods and/or Services

### 1 Background

NHS Black Country ICB are aiming to move their infrastructure to a cloud-based model to ensure that general practice can run more smoothly and efficiently.

Presently, the ICB is split into 4 'places', each with its own IT infrastructure and network, operated by 4 individual IT providers. The 4 places are:

- Wolverhampton
- Walsall
- Dudley
- Sandwell

Initially, the purpose will be replacing the current network and infrastructure for Sandwell based GP Practices due to the renewal of the current contract, which was a legacy contract prior to the formation of the ICB. There will be scope to increase the coverage of this network and infrastructure to the other 3 places the ICB covers during the length of this contract.

### 2 Current Status

The current contract that covers Sandwell place has within it the below. Please note that the last date of the current contract is 31<sup>st</sup> March 2025. There is no extension to this date.

- 100mb/1gb HSCN ethernet circuits per location
- Back up connectivity per location (various sizes)
- IaaS for domain controller hosting and file's that have not migrated to N365
  - It is envisaged that all files and folders will be migrated to N365 for the remaining 12 practices and ALL users in the Sandwell 'place' (approx. 2000) will be migrated to NHS Mail as their domain, therefore removing any requirement for the current domain controller, hosted by the incumbent supplier. However, suppliers must still provide assurance and response that they have data hosting capabilities within their solution as an IaaS. This would also apply for the hosting of the current domain controller which is currently hosted by the incumbent supplier under IaaS.
- Wi-Fi as a service for patient and NHS Staff/Guest

Each site/location has a monitored LAN switch (Cisco Meraki) and single Cisco ASA 5506, currently provided and supported by the incumbent supplier.

A list of all sites and their current connectivity are detailed in appendix 1.

### 3 Future planning

#### Windows 10 – Windows 11

The move from Windows 10 to Windows 11 is not part of this Tender but has been included so suppliers are aware of the local transformation plans which may coincide at the same time of this new network and infrastructure being introduced.

The current operating system for Windows 10 is also due to be upgraded between November 2024 and October 2025, with 1,036 devices in scope to be completely replaced.

In its revised technical & connectivity strategy, the emphasis is now to move majority of its network and infrastructure into a cloud hosting arrangement (under the cloud first strategy). This will ensure that the ICB is meeting its ambition to remove infrastructure at site level to meet the following outcomes and objectives:

- Meet its 'Green' Agenda [Greener Black Country :: Black Country ICS](#)
- Allow for the workforce to have greater freedom of movement across all locations.
- Unified approaches to technical connectivity
- Quicker deployment of technical requisites part of future planning

- More efficiency in how the technical infrastructure supports the workforce.
- Removal/reduction of traditional maintenance activities, such as patch management (under managed platform services)
- More reliability

It is envisaged that to deliver this, Black Country ICB require a supplier with significant and extensive NHS experience within its portfolio, to

- Cloud host NHS Infrastructure, via:
  - Infrastructure as a service/Infrastructure as a solution,
  - Boundary level HSCN (hosted via Infrastructure as a Service) for applications and services that require this level of connectivity.
  - Always on VPN (AoVPN) – IaaS (service)
  - Firewall at boundary level

In addition, the supplier should provide an active/active internet connection to each location for these services. The intended connection are:

- 100mb/1gb (active 1) for 51 sites
- 200mb/1gb (active 1) for 4 sites
- 100mb FTTP (active 2) for 55 sites

Suppliers must note that the active 1 and active 2 connections should be able to connect to any of the following;

- Internet
- Access to clinical systems and third-party systems
- CCTV systems
- Telephony
- Video
- Any other type of connectivity relied upon by the Practice and/or organisation.

Suppliers must provide a service which meets requirements in the Service Level Definitions (appendix 3) on a minimum 8am-8pm 7 days a week.

#### **4 Security / Firewall**

The current network has a firewall at both the edge of the network but also on each site. The firewalls on each site are due to go out of support in the near future. The ICB would like to understand how each supplier would propose to re-provide a secure network model. This maybe based on a single firewall at the edge of the network or on the current model. However the Supplier will need to demonstrate how they intend to ensure the network security of the proposed model.

The supplier will be responsible for keeping all network devices up-to-date in terms of Security Patching and there will be a requirement for the supplier to ensure adequate funding is included in their proposal to prevent any further requirement of funding e.g. to cover licences expiring during the course of the contract. The supplier should also outline all measures taken to provide a secure network environment.

The supplier will need to detail an ongoing process for updating the management of approved / barred web addresses as part of the network proposal e.g. NHS England can request a specific websites or series of sites be blocked and a process will need to clearly defined to allow this to happen within the required timescales (these can vary but if 'within the same day' is assumed). Any implications on the removal of site based firewalls such as in regard to IP Addressing and Web filtering will need to be fully understood.

#### **5 WiFi**

##### Current Status

As part of this network tender, a new Wi-Fi service is also required. This service is only required initially for Practices in Sandwell Place (61 sites) however there may be scope to increase this across other Places in the duration of the contract. At present there are approximately 170 access points active. Appendix 1 explains a full list of access points and their location. As part of this tender the supplier must quote for;

- A) Replacement router
- B) Any associated costs for installation/professional services.

Costs for these should be included in the main tab of the Financial Model template (appendix 2).

All access points are expected to remain in place and not required to be replaced as part of the initial roll out suppliers are however requested to provide costs for additional/replacement access points during the duration of the contract. The costs for replacement/additional should be included in the additional tab of the Financial Model template (appendix 2).

The current solution of this is provided by 'Purple' supplied via Red Centric.

#### Solution

The supplier must provide an easy to connect system for;

- Staff (regular and guest)
- Patients/Public

Access points must be able to publish the following SSID's;

- BCICB Wi-Fi
  - This would allow any member of staff or any patient/member of public to connect to Wi-Fi in that Practice throughout the building.
  - There should be no requirement for a password to connect to this Wi-Fi.
  - NHS Staff will then connect to applications that require HSCN via AoVPN which will be set up on their laptop devices.
- Gov Wi-Fi
  - This would be published across all access points across every location which then allows staff members and other government professionals to roam across any Practice location with a single username and password which they will set up themselves on the Gov Wi-Fi website.
  - NHS Staff will then connect to applications that require HSCN via AoVPN which will be set up on their laptop devices.
  - Other NHS Staff that work at the site/location will connect to their own VPN solution to then access the applications and systems they need back to their local core infrastructure.

## **6 Corporate HSCN & AoVPN**

There is also a strategy to move all laptops for corporate users to a single configuration on the National tenancy (N365). Users will be onboarded via InTune/Auto Pilot, authenticated via their NHS Mail address and linked to the Azure Active Directory.

Therefore there may also be a requirement to host HSCN as an Infrastructure as a solution within the suppliers hosted cloud data platform for approx. 500 corporate users. At present, each user is connected to HSCN via a local breakout from one of the 4 local core infrastructures. Users are connected to either of the 4 depending on which local IT provider supplied/built the laptop.

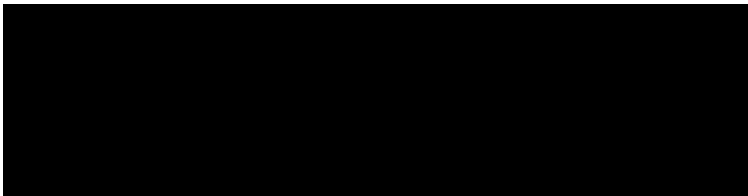
All devices will be connecting via an AoVPN solution.

In order for this to be considered please include any associated costs on the additional costings tab of the Financial Model Template (Appendix 2).

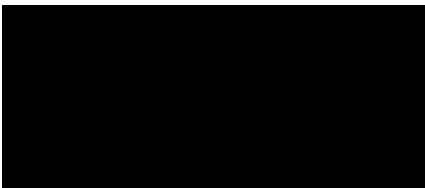
## **7 Summary of Expectations**

1. It is expected that the preferred supplier uses MSAzure as the CSP.
2. All bidders are required to complete the financial model template as part of this tender that outlines their costs. If no cost is associated to anything on the template then please leave blank. The ICB cannot reveal the financial envelope as the bidder should be putting forward their pricing, so that they can be evaluated by the ICB and marked accordingly.
3. If physical hardware is necessary and required as part of the design, please include as part of the FMT.
4. The VM specification required for the domain controllers Domain Controllers: 4vCPU / 32GB RAM / 150GB HD (to be centrally hosted by the supplier).
5. Total number/breakdown of files to be hosted by the supplier;

- a. Files currently: 1,756,580
  - b. Total size 2TB / 616GB in use
  - c. Access through the network (HSCN) as a shared drive and home drives (for the practices that haven't migrated to the NHS national tenant).
6. An overview schematic of the current solution is attached as appendix 4.
7. The testing and validation methods of the IaaS environment to ensure compatibility and performance is U.A.T to be undertaken at each site to ensure that current performance levels are not affected and desirably, we want this to be increased. We will also expect the supplier to provide a robust test plan to ensure that all testing meets end-users satisfaction of speed, performance and retrieval of data and access of systems/applications that they would be accessing. Applications would include, systems such as; EMIS Web/System One, Docman10, Pathology Systems (Sunquest ICE), Finance Systems, online/video consultations, Solutions.
8. The current infrastructure in the cloud is in a private cloud.
9. The infrastructure that needs to be migrated to the IaaS platform is as follows;
  - a. Domain controllers
  - b. File server
  - c. SCCM distribution point
  - d. VPN (SSL & AoVPN)
  - e. Firewall.
10. An inventory on existing switches and access points cannot be provided due to cyber security awareness. Therefore, we are unable to share information on our network hardware, hence why we have asked all suppliers to provide prices for new hardware.
11. The preference is for the IaaS platform to be hosted on private cloud, however options could be provided for both.
12. Wi-fi should be a separate layered service.
13. As you will be a supplier of services, you will likely be using other third-party suppliers for active/active connections (where you may have relationships with BT/Virgin and other connectivity providers). You should include detail where required on how you would ensure continuity with all those suppliers so that when there is an issue / fault, we know that it's been managed with a robust SLA and strong working relationship with those suppliers.
14. As per NHS England HSCN connectivity agreement and rules, the supplier must be a direct HSCN supplier/provider on the Crown Commercial Services HSCN Access Services DPS (RM3825) framework.



<b>(2.2) Premises</b>  <b>(2.3) Lease/ Licenses</b>  Not applicable
<b>(2.4) Standards</b>  N/A
<b>(2.5) Security Requirements</b>  <b>Security Policy</b>  As per section 3 (supplier solution) ANS attachments accreditations for security and cyber  <b>Additional Security Requirements</b>  As per section 3 (supplier solution) ANS attachments accreditations for security and cyber  <b>Processing personal data under or in connection with this contract</b>  NO
<b>(2.6) Exit Plan (where required)</b>  NO
<b>(2.7) Environmental Plan</b>  N/A

<b>3. SUPPLIER SOLUTION</b>
<b>(3.1) Supplier Solution</b>  



**(3.2) Account structure including Key Personnel**

Customer will have an Account Executive, and a Customer Success Manager aligned to the account. In addition, a Connectivity Account Executive will also be aligned – these names may change during the contract term which will be advised to the customer. Managed Service and escalation details can be found within the SDD and ANS's Managed Services handbook.

**(3.3) Subcontractors to be involved in the provision of the Services and/or Goods**

To be used for additional onsite engineering resource for the installation of hardware at Sandwell sites:  
Blue Kong Networks - Theale Court 11-13 High Street, Reading RG7 5AH

**(3.4) Outline Security Management Plan**

ANS take security very seriously and you will find within our response the relevant security accreditations and certificates that we hold. These have been attached to this order form within section 3.1 (ANS Attachments).

**(3.5) Relevant Convictions**

N/A

**(3.6) Implementation Plan**

4. PERFORMANCE QUALITY
<p><b>(4.1) Key Performance Indicators</b></p> <p><u>Network and Infrastructure Performance</u></p> <p><b>Uptime and Availability</b> - 99.99942% (quarterly report)</p> <p>Bandwidth utilisation</p> <p><b>Latency and Speed</b> (quarterly report)</p> <ul style="list-style-type: none"> <li>• Fibre: 10.12 milliseconds</li> <li>• Broadband: 11.40 milliseconds</li> <li>• Cable: 13.27 milliseconds</li> </ul> <p><u>Migration and Implementation</u></p> <p><b>Migration Completion Rate</b> - 20 a month by end of March 31<sup>st</sup> 2025 – (Weekly report)</p> <p><u>Security and Compliance</u></p> <p><b>Security Patch Management</b> - all hardware updated with critical patches and latest versions (monthly report)</p> <p><u>New site installations/changes</u></p> <p><b>New site orders delivery (ANS to update)</b></p> <p><b>Soft change to current installation/connectivity</b> - 5 working days (from point of order)</p>
<p><b>(4.2) Service Levels and Service Credits</b></p> <p>When providing the Services, the Supplier shall as a minimum ensure that it achieves the following service levels found within the associated SDDs attached here:-</p> <div data-bbox="164 1377 593 1561" style="background-color: black; width: 269px; height: 82px; margin: 10px 0;"></div>
<p>If the level of performance of the Supplier during the Contract Period:</p> <ul style="list-style-type: none"> <li>(i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or</li> <li>(ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.</li> </ul>

## 5. PRICE AND PAYMENT

(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))

### (5.2) Invoicing and Payment

#### Total One-Off Costs

The supplier shall issue invoices and Blackcountry ICB will issue a PO for a total of £276,631 excluding VAT, invoices for:

- Goods and Vendor Maintenance
- Professional Services
- Hosting Launch Services

Ownership of all goods and vendor maintenance will reside with Blackcountry ICB following the payment of invoices for 'goods and vendor maintenance'.

#### Payment Schedule for one-off costs

November due:

£[REDACTED] – all hardware

Professional services for installation, set-up and migration of files and folders stored by RedCentric for a total of £[REDACTED] is to be split over 4 quarters (part of quarterly invoicing) from, 1<sup>st</sup> April 2025 (equalling 4 payments of £[REDACTED])

#### Total Ongoing Costs

The Supplier shall issue invoices quarterly in advance, value of £[REDACTED] excluding VAT.

The Customer shall pay the Supplier within [thirty (30) days] of receipt of a valid Invoice.

PO to be raised annually, invoices submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the contract.

**Invoices to be sent to the following address quoting the PO number:**

**NHS Black Country ICB  
QUA Payables M875  
Shared Business Service  
PO Box 312  
LEEDS  
LS11 1HP**

**Invoices:**     [sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net)

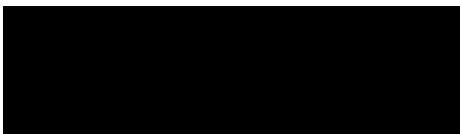
*[Guidance: Also include any specific arrangements relating to method of payment.]*

## 6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

## (6.1) Supplemental requirements

### Associated Service Definition Documents

Service Definitions attached for the associated services being provided.

- Within the 'Exclusions' (under Section 6 for eCloud and Section 3 for SD-WAN) the limit of 2 hours for a Normal Changes will not be enforced for services detailed within the ANS RFP response.
  - Under the Customer Responsibilities (Section 7 for eCloud and Section 4 for SD-WAN), the customer may nominate a 3<sup>rd</sup> party to act on its behalf where an appropriately skilled person is required.
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Changes to the Standard Terms and Condition – attached.



- The liability cap as set out in clause 14.2 shall be replaced with the following:

“Subject to Clauses **Error! Reference source not found., Error! Reference source not found.,Error! Reference source not found.** of this Schedule 2 of these Call-off Terms and Conditions and Section L (Limit of Liability) of the Order Form, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to one hundred and twenty five percent (125%) of the total Contact Price paid or payable during the Term by the Approved Organisation to the Supplier for the Goods and/or Services ”
- Should there be any conflict between the Statement of Works and the Specification and Bid, the Suppliers Statement of Works shall always take precedence.
- This order form is not subject to termination without lawful cause.
  1. The Supplier does not warrant or guarantee that it will be able to rectify all defects arising in relation to any Third Party Software/services.
  2. Without limiting the Supplier's obligations under these Terms (or any relevant Contract), the Supplier may not be able correct any defect in relation to any Third Party Software/Services until a fix or workaround is made available by the relevant third party vendor, but the Supplier will use all reasonable endeavours to provide

a workaround solution for any such defect (where possible) as soon as reasonably practicable.

3. The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
4. The Customer shall not store, distribute or transmit through the Managed Services any material that:
  - a) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethically offensive;
  - b) facilitates illegal activity;
  - c) depicts sexually explicit images;
  - d) promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion, belief or gender reassignment, or any other illegal activity;
  - e) is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes);
  - f) that invades another's privacy, causes annoyance, inconvenience or needless anxiety to any person;
  - g) that is in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.
5. It is the Customer's responsibility to take all reasonable precautions against unauthorised access to and loss of data and ensure that its data is frequently backed up.
6. Where applicable and appropriate, the Customer shall comply (and shall procure that any end users shall comply) at all times with the terms of any end user software licences as notified by the Supplier to the Customer from time to time, including the terms of the end user licence agreement set out in these Terms.

7. In the event the Customer is in breach of clause 4-6 of these Special Terms, the Supplier reserves the right to suspend the Managed Services immediately until the Customer has remedied the breach. If the breach is so serious as to potentially harm the Supplier's reputation, it shall be entitled to terminate the Contract with immediate effect and with no liability to the Supplier. The Customer shall remain liable for the Charges during the period of suspension.
8. The Supplier shall use its reasonable endeavours to respond to an Incident, Change Request and Service Request within the SLA response times specified in the SDD.
9. The Service Level arrangements state the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability in respect of, the performance and/or availability of the Managed Service, or its non-performance and non-availability.
10. In the event of a Service Level Failure, a service credit may apply only in accordance with, and subject to the applicable SDD.
11. Service Credits prescribed in respect of any Service Level Failure (if any) shall be the Customer's sole and exclusive financial remedy for a Service Level Failure. All performance and management clauses stated in the T&Cs remain.
12. If, at any time, a single event is the sole and direct root cause of the Supplier failing to achieve the required Service Level target in respect of two or more separate Service Levels, then the Supplier and Customer will meet (within 7 working days) and agree the overall Service Credits to be applied, depending on the nature and level of service failure.
13. Service Credits shall not exceed 10% of the monthly Managed Service Base Charge.
14. The Supplier shall not be liable to account to the Customer for those Service Credits which arise during, a period of time when the Customer is late in making a payment by the date due for payment (and for the avoidance of doubt the Customer shall not be late in making payment for these purposes for the duration that the relevant amounts are the subject to a bona fide dispute).
15. The Supplier shall not be liable to account to the Customer for Service Credits arising during or related to Scheduled Maintenance, Emergency Maintenance or as a result of power or environmental failure on Customer's premises and any failures are not as a result of any actions by the Supplier.




**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

**For and on behalf of the Supplier:**

Name and Title	
Signature	
Date	22/10/2024

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	22/10/2024

