**RM6100 Technology Services 3 Agreement**
**Framework Schedule 4 - Annex 1**
**Lots 2, 3 and 5 Order Form**

# Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16/06/21 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:
1.  This document headed "Order Form";
2.  Attachment 1 – Services Specification;
3.  Attachment 2 – Charges and Invoicing;
4.  Attachment 3 – Implementation Plan;
5.  Attachment 4 – Service Levels and Service Credits;
6.  Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7.  Attachment 6 – Software;
8.  Attachment 7 – Financial Distress;
9.  Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

.1.1    the Framework, except Framework Schedule 18 (Tender);

.1.2    the Order Form;

.1.3    the Call Off Terms; and

.1.4 Framework Schedule 18 (Tender).

## Section A
## General information

| Contract Details | |
| --- | --- |
| **Contract Reference:** | FSA744 |
| **Contract Title:** | Business Application Management |
| **Contract Description:** | Support and management of the FSA's Single Information Repository (SIR) family of operational applications. |
| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | £1,450,000. This value includes approximately £750,000 capacity for project work over the life of the agreement. Project work will be called off using the work package template in Attachment 10, and there is no guarantee of spend relating to projects. |
| **Estimated Year 1 Charges:** | £137,470. |
| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | 10/06/2022 |

| Buyer details |
| --- |
| **Buyer organisation name** <br> Food Standards Agency |
| **Billing address** <br> Your organisation's billing address - please ensure you include a postcode <br> Clive House, 70 Petty France, Westminster, SW1H 9EX |
| **Buyer representative name** <br> The name of your point of contact for this Order <br> ███████ |
| **Buyer representative contact details** <br> Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. <br> ████████████ |

**Buyer Project Reference**
Please provide the customer project reference number.
FSA744

## Supplier details

**Supplier name**
The supplier organisation name, as it appears in the Framework Agreement
Civica UK Limited

**Supplier address**
Supplier's registered address
████████████████████████████████████████████

**Supplier representative name**
The name of the Supplier point of contact for this Order
███████████████████████████

**Supplier representative contact details**
Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.
████████████████████████████

**Order reference number or the Supplier's Catalogue Service Offer Reference Number**
A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management.  If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.
Click here to enter text.

## Guarantor details
*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*

**Guarantor Company Name**
The guarantor organisation name

Not Applicable

**Guarantor Company Number**
Guarantor's registered company number

Not Applicable

**Guarantor Registered Address**
Guarantor's registered address

Not Applicable

RM6100 Order Form – Lots 2, 3 and 5

## Section B
## Part A – Framework Lot

**Framework Lot under which this Order is being placed**
*Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.*

1.  TECHNOLOGY STRATEGY & SERVICES DESIGN ☐

2.  TRANSITION & TRANSFORMATION ☐

3.  OPERATIONAL SERVICES

    a: End User Services ☐

    b: Operational Management ☐

    c: Technical Management ☐

    d: Application and Data Management ☒

5.  SERVICE INTEGRATION AND MANAGEMENT ☐

## Part B – The Services Requirement

**Commencement Date**
10th June 2022

**Contract Period**

**Initial Term** Months
24 months

**Extension Period (Optional)** Months
3 x 12 month extensions

**Minimum Notice Period for exercise of Termination Without Cause**   90
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

**Sites for the provision of the Services**

Services will be delivered remotely to the entire Food Standards Agency.

**Buyer Assets**
*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*
ServiceNow Licenses

## Additional Standards

*Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

Not Applicable

## Buyer Security Policy

*FSA's security incident procedure Civica will follow are embedded below:*

📄 PDF

FS431023_009 FSA
Security Incident Prc

## Buyer ICT Policy

*FSA's ICT policies Civica will follow are embedded below:*

FS431023_006 FSA    FS431023_007 FSA    FS431023_008 FSA    FS431023_010 FSA    FS431023_011 FSA    FS431023_012 FSA
Acceptance Into Ser Change Managemer Incident Manageme Problem Manageme Knowledge Manage Service Asset & Con

FS431023_013 FSA    FS431023_014 FSA    FS431023_016 FSA    FS431023_018 FSA
Supplier Access Poli IT Acceptable Use P Request Fulfilment. Patching Policy Sept

## Insurance

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

Third Party Public Liability Insurance (£) - £1,000,000

Professional Indemnity Insurance (£) - £1,000,000

## Buyer Responsibilities

*Guidance Note: list any applicable Buyer Responsibilities below.*

The Buyer will be responsible for providing Civica access to all relevant sites, providing ServiceNow licenses for supplier to use, and sharing all information required for the service in a timely manner.

## Goods

*Guidance Note: list any Goods and their prices.*

Not Applicable

## Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

| Governance Schedule | Tick as applicable |
|---|---|
| Part A – Short Form Governance Schedule | ☒ |
| Part B – Long Form Governance Schedule | ☐ |

The Part selected above shall apply this Contract.

**Change Control Procedure – Option Part A or Part B**
Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

| Change Control Schedule | Tick as applicable |
|---|---|
| Part A – Short Form Change Control Schedule | ☒ |
| Part B – Long Form Change Control Schedule | ☐ |

The Part selected above shall apply this Contract.

# Section C

# Part A - Additional and Alternative Buyer Terms

**Additional Schedules and Clauses** (see Annex 3 of Framework Schedule 4)
This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

## Part A – Additional Schedules
*Guidance Note: Tick any applicable boxes below*

| Additional Schedules | Tick as applicable |
|---|---|
| S1: Implementation Plan | ☒ |
| S2: Testing Procedures | ☒ |
| S3: Security Requirements (either Part A or Part B) | Part A ☒ or Part B ☐ |
| S4: Staff Transfer | ☐ |
| S5: Benchmarking | ☐ |
| S6: Business Continuity and Disaster Recovery | ☒ |
| S7: Continuous Improvement | ☒ |
| S8: Guarantee | ☐ |
| S9: MOD Terms | ☐ |

## Part B – Additional Clauses
*Guidance Note: Tick any applicable boxes below*

| Additional Clauses | Tick as applicable |
|---|---|
| C1: Relevant Convictions | ☒ |
| C2: Security Measures | ☐ |
| C3: Collaboration Agreement | ☐ |

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

## Part C - Alternative Clauses
*Guidance Note: Tick any applicable boxes below*

The following Alternative Clauses will apply:

| Alternative Clauses | Tick as applicable |
|---|---|
| Scots Law | ☐ |
| Northern Ireland Law | ☐ |
| Joint Controller Clauses | ☐ |

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

# Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

### Additional Schedule S3 (Security Requirements)

Civica will complete a Security Management plan and deliver this to the FSA for approval within 20 days of contract start date.

**Additional Schedule S4 (Staff Transfer)**

*Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*

Not Applicable

**Additional Clause C1 (Relevant Convictions)**

Civica will work with FSA as part of onboarding and on any Work Packages over the life of the contract, to determine if any roles that require additional vetting and a specific national security vetting clearance. Roles which are likely to require additional vetting include system administrators whose role would provide those individuals with privileged access to IT systems.

**Additional Clause C3 (Collaboration Agreement)**

Not applicable

# Section D
# Supplier Response

**Commercially Sensitive information**
Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*
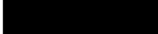
N/A

## Section E
## Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

**SIGNATURES**

**For and on behalf of the Supplier**

| ███ | ███ |
|---|---|
| ████ | ██████ |
| ████ | ████████ |
| Date | 30th May 2022 |

**For and on behalf of the Buyer**

| ██ | ████ |
|---|---|
| █████ | ████████ |
| ████ | ██████ |
| Date | 30th May 2022 |

# Statement of Requirements Purpose

The purpose of this document is to detail the business requirements for the provision of support and management for the following critical business applications:

- Single Information Repository (SIR) family of operational applications.

Plus to support and manage the following legacy application until decommission:

- LAEMS

We are looking for a Business Application Management (BAM) Partner to support these bespoke applications that will include corrective and predictive support and development at a high-level. The Business Application Management Partner must be flexible in their approach to allow rapid onboarding and offboarding of applications as the FSA's Digital Strategy evolves.

# Background

The Food Standards Agency is a non-ministerial government department of over 1300 people, with a big vision – to drive change in the food system so that it delivers "food we can trust". As the country has now left the EU, the scale of this challenge cannot be underestimated. More than 90% of food and feed law in the UK currently comes from Europe and our primary goal is to continue to protect public health and UK consumers' wider interest in food.

The context in which we operate has transformed and continues to change at an unprecedented rate. Digital is the primary way we carry out our work, it is key to achieving our ambitions and transforming the way we do business, and we continually strive to provide better online services to external stakeholders and internal customers to achieve faster and more effective models of delivery at optimal cost.

Our Digital services are supported by several specialist delivery partners providing Data Centre Hosting, End User Compute, Service Desk, Wide Area Network, LAN, Application Support, Telephony and Videoconferencing. At the heart of that arrangement is an internal team with the knowledge of our business, our systems, and our obligations to enable them to integrate and manage the quality of our services. Key to the success of this multi-vendor model is Support Partner willingness and commitment to work in partnership, collaborating autonomously with other third-party suppliers within a culture of trust and shared goals.

The current disaggregated contract model has been in place since 2017 and as the composite contracts are approaching their maximum term, the FSA has taken the opportunity to review and reconfigure the structure of our contracts and ensure our specifications align with business needs. The output of this review can be found in the FSA's Evergreen IT Roadmap document which sets out our revised service groupings and our core principles for future digital service development, delivery, and support.

Our goal is to be 'evergreen,' perpetually updating and improving our services, continuing to adapt to business and political change and adopting modern technologies as they emerge. We look to our support partners to be equally flexible and innovative in their approach to delivery, with a strong focus on continuous improvement and quality of service. One of the key benefits of a multi-vendor model is the opportunity to work with specialist suppliers, we want to be guided by expert advice and encourage our support partners to make recommendations based on their experience and a shared desire to improve and evolve.

This contract is for the day to day operation and maintenance of the Single Information Repository (SIR) "family" of applications and for the Local Authority Enforcement System (LAEMS)

The SIR Applications share the same single SQL Server database called SIR.  These make up specific modules that manage the Meat Inspection operations of the FSA and are closely tied to the Agency's Finance and HR systems via data. Approximately £50 million of the Agency's revenue is managed through these applications along with the payment of both staff overtime and contractor resource required to maintain service delivery to the meat industry.

LAEMS was until 2020 used by local authorities to upload details of their inspections of premises for use by FSA's Operations teams. Local Authorities (LAs) now use the live system to run reports to enable them to complete the interim surveys and also to access historical LAEMS information. The privacy statement advises that data will be kept for 12 years

A small number of LAs are also found to use LAEMS to ensure that data is mapped correctly when they change MIS providers.

## 1.1    FSA Transparency

The Agency is committed to openness, transparency, and equality of treatment to all support partners. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (**www.food.gov.uk**).

In line with the Government's Transparency Agenda which aims to encourage more direct access to data held by government, the Agency is developing a policy on the release of underpinning data from all its science- and evidence-gathering projects. Underpinning data

should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect support partners to comply with. These can be found at **http://www.food.gov.uk/about-us/data-and-policies/underpinning-data**.

# Commercial Approach

FSA are looking, under the Crown Commercial Technical Services 3 Framework, Lot 3d - Application and Data Management, to award a contract term for 2 years with 3 separate 1-year optional extensions (i.e., 2+1+1+1), subject to satisfactory performance. The maximum contract duration is 5 years.

The current contract for the supply of Application Support, Maintenance and Development can be found on contract finder and covers the period 9th June 2019 to 8th June 2022. The annual cost for support and maintenance is £250,000 but suppliers should note that this includes the applications covered in this contract plus the public facing applications for the Food Hygiene Rating System (FHRS) and Register a Food Business (RAFB) which are now included in a separate contract (Digital Service Management).

It is important to note that the requirements documented in this specification and the ITT have been updated to align with the FSA IT Roadmap and reflects the changing business need over time since this service was last tendered. FSA requires the Business Application Management Partner to develop monthly costs for the supporting information that will be provided with the Tender.

# Scope

1.  Support and manage the applications listed in the **Business Requirements** below, including:

    a.  Production, Test and Development environments for SIR

    b.  The LAEMS production environment (LAEMS is a legacy system and no development or testing is currently required)

    c.  Application and database server software used to deliver the applications.

2.  Maintain and deliver all technical and system documentation for the supported applications.

3.  Manage and maintain the supported application source code within the FSA's GitHub.

## 1.2 Out of Scope

1. Server and service hosting – all applications are hosted in the FSA's Microsoft Azure tenant.
2. Management or patching the virtual server infrastructure and operating systems

## 1.3 Constraints

1. Due to Covid-19 emergency constraints on occupancy, distancing and travel to our offices, access to our offices may be subject to restrictions in the short to medium term.

# Business Requirements

## 1.4 Overview

The FSA requires an application support service provider to manage and maintain the following applications, databases and interfaces:

**Applications**:

- Establishments and People

  Provides the core data used in these applications – it is used to maintain a list of approved meat establishments and the operational staff who work there

- Timesheets

- TSAR (Timesheets Administration)

- TAPP (Timesheet Mobile App)

  Used by operational staff to enter timesheet information against approved meat establishments

- Timesheet Audit

  Presents audit data from the timesheet application – this is used by the Finance team

- Throughput

  Records the number of animals processed daily in approved meat establishments

- Charging

- Charging Invoicing

- Government Invoicing

  Uses timesheet data to generate invoices to meat establishments and to other government departments respectively

- Contractor Payments

  Uses timesheet data to generate payments of contract practices from the FSA for the work carried out by their staff

- LAEMS Application

  Until 2020, was used by Local Authorities to upload inspection records to FSA. LAEMS is a legacy application, and the requirement is to maintain the current production environment and to undertake development and improvement work necessary for meet requirements for security compliance. The test environment is currently powered off but could be switched on if needs be.

**Databases**:

- Single Information Repository (SIR) and LAEMS Databases

  The SQL Server databases used by all the above applications.  This is a single relational database with application mapping developed using nHibernate

**Interfaces and APIs**:

- Back Office Interfaces

  Staff information from the HR system (iTrent) using SSIS.  Overtime payments are extracted from timesheets to generate staff payments in the HR system iTrent using a manual upload

- Interface to SOP Financials (Government Shared Service)

- Food Business Operator (FBO) API

- British Pig Executive (BPEX) API

  Please note that the APIs are externally facing and have a separate infrastructure

The Business Application Management Partner will be responsible resolving incidents, investigating problems, maintaining access to and availability of production and other environments and ensuring documentation is kept up-to-date.

It is anticipated that applications listed will be either replaced or retired during the lifecycle of the contract. However, the Business Application Management Partner may be given the opportunity to deliver development projects via additional work packages under the overarching call-off contract. Each work package will be produced on an individual basis with

the Business Application Management Partner quoting the resource requirements and associated costs. Work packages will require the FSA's approval prior to commencing work on the project.

## 1.5 Business Processes

The Business Application Management Partner must follow the guidelines contained in the Office of Government Commerce's IT Infrastructure Library ("ITIL guidelines") for delivering the Services.

**The Business Application Management Partner must ensure that its service support processes include:**

- Configuration Management.
- Incident Management.
- Problem Management.
- Change Management.
- Release Management
- Security Management.

**The Business Application Management Partner must ensure that its service delivery processes include:**

- Service Level Management.
- ICT Financial Management.
- Capacity Management.
- Availability Management; and
- ICT Service Continuity Management.

The Business Application Management Partner will also be required to work with FSA to ensure that all upgrades, releases and changes to functionality are Accepted into Service.

## 1.6 Service Metrics

Assigned to the current service provider during 2021:

| Application | Incidents | Changes | Problems |
| --- | --- | --- | --- |

| SIR | 90 | 14 | 4 |
|-----|----|----|---|
| LAEMS | Use of LAEMS to provide data to the FSA was suspended in 2020 due to the pandemic. We do not expect this use to resume no current metrics available | | |

# Operational Requirements

| Service | Requirement |
|---------|-------------|
| 1) Support and Maintenance | • Manage Incidents, Problems, Alerts, Changes and new Releases in respect of the Business Applications described in this document.<br>• Monitor the performance, capacity and availability of the applications and proactively identify opportunities for application changes to improve these.<br>• Monitor and report on security vulnerabilities – including those identified by NCSC – and work with FSA and other suppliers to provide timely remediation.<br>• Ensure that all supported components, including application and database servers are patched to a target of N with a tolerance of N-1<br>• Although backup and restore is the responsibility of the Cloud infrastructure Management supplier, the Business Application Management partner will be responsible for providing them with a backup schedule which must also include areas and data to be backed up and recovery points. The Business Application Management partner will also contribute to and take part in scheduled restore and Business Continuity/ Disaster recovery tests. |
| 2) Microsoft Azure | • Configure, operate and maintain the applications, application servers and containers in the FSA Azure tenant.<br>• All managed applications must be developed and hosted within the FSA's Microsoft Azure tenant |

| Service | Requirement |
|---|---|
| 3) **Technical and Code Skills** | The Business Application Management Partner must be able to support and develop code using the following tools and languages:<br>• .NET (C# and VB)<br>• Web API<br>• nHibernate<br>• Object-Relational Mapping (ORM)<br>• Microsoft SQL<br>• CSS<br>• XML<br>• Microsoft IIS |
| 4) **Application and Database Management** | • Maintain all technical, service and system documentation for suppliers and for other developers using public API.<br>• Maintain and annotate supported application source code within FSA's GitHub<br>• Support and manage the application databases to ensure that requirements for availability, capacity and performance are met<br>• Provide and authorise API access for partners. |
| 5) **Environments** | • Maintain Production, Test and Development environments, including application databases, ensuring that the Test environment is maintained as an up to date mirror of Production<br>• Ensure that all and that all environments, application and database servers are patched and updated to N with a tolerance of N-1 |
| 6) **Test, Change and Release** | • Be responsible for change support, release management and system testing for all new patch versions and releases.<br>• Carry out and document system, regression and compatibility tests for upgrades and new releases.<br>• Support User Acceptance Testing by providing test scripts and guidance for users.<br>• Fix application defects and raising incidents, problems and changes when required in line with FSA processes. Please note |

| Service | Requirement |
|---------|-------------|
| | that FSA does not expect to be charged for defect corrections and bug fixes identified prior to acceptance into service. |
| 7) **Service and Solution design** | • The Business Application Management Partner must provide high- and low-level design documents for all services and solutions. These must be reviewed and updated on at least an annual basis and following the successful implementation of changes, in line with the FSA knowledge management process. |
| 8) **Application Development** | • To ensure that there is scope within the service for response to business change and for continual improvement of the managed applications, in addition to the core service, FSA requires built-in provision for Call-Off Activities to cover:<br><br>o Minor changes to applications, such as: updates, addition or removal of wording and links.<br><br>o Screen Changes, such as addition or removal of checkboxes / radio boxes and other form input elements<br><br>o Adding or removing pages and screens<br><br>o Corresponding updates to APIs and Databases and communicating breaking changes in the API.<br><br>o Updates to the application flow.<br><br>o Necessary fixes when identified, where the application relies more heavily than needed on a 3rd party service<br><br>o Continual Service Improvements<br><br>o Proactive discovery and design of development required to enable the applications to be modernised e.g., make the user experience mobile ready and migrate from IaaS to PaaS. |

# Transformation Requirements

While the Operational Requirements are concerned with the ongoing support of existing services, Transformation focuses on the development of services and changes to technology over the course of the contract. Your responses should address, not the day-to-day support, but how you will work with us implement new technologies, reduce technical debt and enable the services we deliver to continue to transform and improve in line with industry roadmaps and best practice.

| Service | Requirement |
|---|---|
| 1) **Application Re-Engineering** | • The SIR applications can be considered legacy, and FSA is looking for the Business Application Management partner to work with us on initiatives to transform these from PC based back-office input systems to flexible, mobile applications with scope for future incorporation of Artificial Intelligence and Internet of Things elements.<br><br>• LAEMS is a legacy application currently hosted on end of life or near to end of life Windows, Application and SQL Servers. In order to meet NCSC guidelines, it must be migrated to N-1 compliant environments to be maintained within the FSA's infrastructure. It is anticipated that this will not be lift and shift operation and that application re-development is likely to be required.<br><br>• FSA's expectation is that LAEMS decommission will be required during the lifetime of the contract. |
| 2) **Azure Cloud Management** | • Work with the Cloud Infrastructure Management provider to optimise the applications and ensure that they meet a common architectural design. |
| 3) **Software as a Service applications** | • FSA has an ultimate objective of a Zero Server infrastructure for business services. The Business Application Management partner will work alongside our in-house teams and our support partners to provide technical leadership and co-ordination of both the migration of applications and application databases from IaaS virtual servers to PaaS or SaaS solutions and the continual improvement of such solutions thereafter. |

| Service | Requirement |
|---|---|
| 4) **Database Architecture** | • The Business Application Management partner will work with FSA to implement an efficient database architecture, focussing in particular at archiving, warehousing and optimising data for analysis and reporting, while retaining efficient current data sets for transactional processing. |
| 5) **Technology Roadmap** | • Support and provide technical leadership of projects and programmes to deliver the FSA's Technology roadmap<br><br>• Work with other support providers to continually improve the applications across all Service Groups<br><br>• Work with FSA, and provide pro-active expertise, to identify opportunities for roadmap development, scalability (up and down) and enhancements resulting from business change and industry innovations.<br><br>• Enable the above by scheduling quarterly (as a minimum) Technology Review meetings with FSA |

# Service Requirements

| Description | Purpose |
|---|---|
| **Service Availability** | • Availability of services and the support *provision* must cover the hours of 08:00 to 18:00 Monday to Friday (excluding UK bank holidays).<br><br>• A permanent onsite presence will not be required. |
| **Accessibility** | • The Business Application Management Partner must ensure that all services and documentation meet current WCAG accessibility standards for their area of responsibility |
| **User Access** | • The Business Application Management Partner must adhere to the FSA User Access policy. Role based user access to the applications and underpinning databases and must be supported and integrated with Azure AD. |

| Description | Purpose |
|---|---|
| **Service Management** | • The Business Application Management Partner must work to the respective FSA processes for Acceptance into Service, Change Management, Release Management, Incident Management, Request Management, Knowledge Management, Problem Management, Service Asset and Configuration Management, and contribute as required for their areas of responsibility<br><br>• The Business Application Management Partner will contribute to the review of services, evaluation, definition, execution and monitoring of CSI initiatives, ensuring these are appropriately recorded and reported against<br><br>• ITIL principles must be followed<br><br>• The Business Application Management Partner will work on the FSA ServiceNow instance with respect to all service management processes<br><br>• The Business Application Management Partner will participate in a monthly service review and must report on their own performance, including but not limited to incident, request, change, problem, asset management, Continual Service Improvements, Social Value, Risk, Security, monitoring, SLA performance, patching and endpoint compliance and any ongoing projects for their areas of responsibility.  The Business Application Management Partner will work to Service Level Agreements as specified in the FSA Service Level Agreement document |
| **Ways of working** | • The Business Application Management Partner must collaborate with the relevant FSA groups and other third-party support Partners in line with the FSA collaboration charter, as well as participate in any testing and training as required |
| **Personnel Security** | • The Business Application Management Partner must ensure that all personnel are subject to the appropriate pre-employment checks and any additional vetting / national security vetting clearance as required |
| **Hosting and Location of FSA Data** | • Data must be processed in UK, if possible, if not, it must be within EEA. |

| Description | Purpose |
|---|---|
| | • The Business Application Management Partner must ensure that neither they nor any of their Sub-contractors Process FSA Data outside the EEA (including backups) without the prior written consent of the FSA. |
| **Welsh Language** | • The Business Application Management partner must ensure that all applications meet the requirements of the Welsh Language Act that the Welsh and English languages should be treated equally in the conduct of public business in Wales. |
| **Resourcing** | • FSA will accept either Time and Materials or Fixed Cost proposals for project work. Resource costs will be met at the rate quoted and it will be the Business Application Management partner's responsibility to provide resources at the quoted rate. |

## ITT Questions and Supplier responses:

# Attachment 2 – Charges and Invoicing

## Part B – Service Charges

| Organisation | Annual Costs | VAT Code* | Total (£) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Civica* | ███ | ███ | █ ███████████████████████ | | | | | | | | | | |
| | ██████ | ███████ | █ ██████ ████████████████ | | | | | | | | | | |
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| | █████ | ██████ | █ ██████ ████████████████ | | | | | | | | | | |
| **Total Cost for the 2 year contract (excluding VAT)** | **£ 271,648.00** | | | | | | | | | | | | |
| **Total Cost for the optional 5 year contract (excluding VAT)** | **£ 662,957.00** | | | | | | | | | | | | |

\* Please indicate zero, exempt or standard rate.  VAT charges not identified above will not be paid by the FSA

Monthly cost breakdown:

| Role/Position within the project | Daily Rate (£/Day) as per the Rate Card Attached | Days to be spent on the project by role/grade | Total Cost |
|---|---|---|---|
| ██████████ | ██ | ██ | ███ |
| ██████ | ██ | ██ | ███ |
| ████████ | ██ | ██ | ███ |
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RM6100 Order Form – Lots 2, 3 and 5
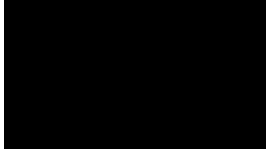
The Service charge and supplier day rates are subject to indexation based on the RPI and will be reviewed and updated on each anniversary of the service.

The Service Charge will be made monthly in arrears. Invoices must contain a valid PO number and be sent to ███████████████████████ with a copy issued to ███████████████████

## Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

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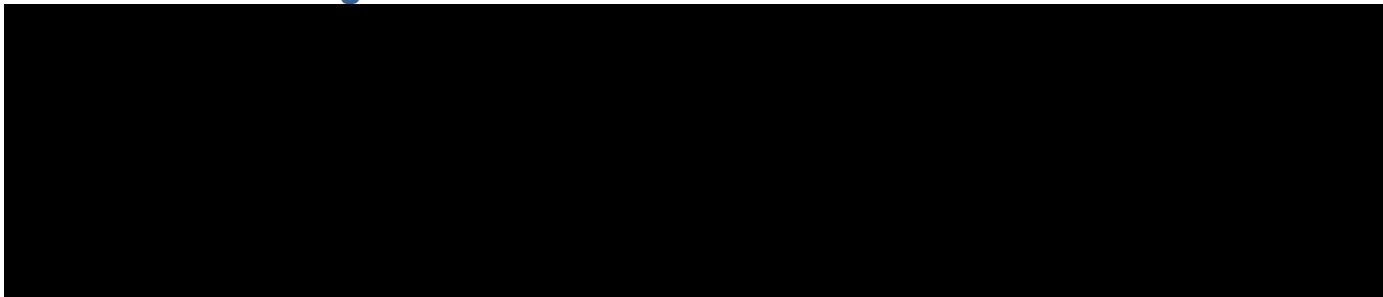
Civica's ITT response embedded below:

001-06_ITT_Questio
ns_-_Commercial_-_E

## Part D – Risk Register

**The supplier will supply the FSA with a completed risk register within 14 working days of the contract start date.**

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 | Column 8 | Col |
|----------|----------|----------|----------|----------|----------|----------|----------|-----|
| Risk Number | Risk Name | Description of risk | Timing | Likelihood | Impact (£) | Impact (description) | Mitigation (description) | Co miti |
| | | | | | | | | |
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## Part E – Early Termination Fee(s)

In accordance with Part B Customer may terminate this Agreement during the initial 2 years term provided that the Customer:

- gives no less than 90 calendar days written notice to the Supplier of its intention to terminate for convenience and
- pays a termination compensation payment to the Supplier being an amount equal to the total element of the Service Charge (as shown in Attachment 2 – Charges and Invoicing) for the initial two years term not yet paid by the Customer, as at the date of receipt of notice by Supplier.

# Attachment 4 – Service Levels and Service Credits

**INTRODUCTION**

Suppliers will be required to provide the Incident Management element of this agreement using the following parameters:

- Core or 'working' hours 7am to 8pm Monday to Friday

- Non-core 8pm to 7am Monday to Friday plus weekends and bank holidays

There will be no Service Credit/Debit regime associated with this call-off. Instead the target achievement levels detailed in Table A will attract failure points where resolution targets are not met. Performance against SLAs must be monitored and reported on by the Supplier. The Supplier must also identify why they have not been achieved and what plans are being instigated to ensure that this does not continue.

**INCIDENT MANAGEMENT**

The following are the minimum performance levels that the Supplier should deliver to. The Supplier will be expected to report on these monthly and provide further details should one of these minimums not be achieved (i.e. attend Post Incident Reviews, provide Root Cause, Resolution, Avoidance and Remediation….):

   .2      **Standard Incident Management Responsibilities for all suppliers include:**

- Raising and maintaining incidents

- Triaging and prioritising incidents

- Providing regular and comprehensive updates

- Ensuring 3rd parties are provided with necessary information to enable resolution of incidents

The Supplier will carry out all Incident Management duties in accordance with the FSA's documented Incident Management procedures.

In the event of a P1 or P2 Incident major incident processes will be invoked, Supplier shall conduct a formal Problem Management review, which shall include undertaking a root cause analysis ("RCA") to determine the underlying cause of the Incident and providing guidance to support any activity required to amend the underlying cause.

Allocation of Incident levels (P1 – P4) will be done using the following table:

.2.1    Table A – Incident Severity

| Severity | Description | Response Time | Resolution Time | Target to be achieved in month |
|---|---|---|---|---|
| P1 | Severe business disruption: business unit or sub-unit unable to operate, critical components failed. Failure to meet technological minimums. | 15 Minutes from assignment of issue | 4 hours | No more than 1 failure |
| P2 | Major business disruption: critical user(s) or user group unable to operate, or business unit experiencing significant reduction in system performance. | 1 hour from assignment of issue | 8 hours for critical services, 8 working hours for non-critical services | No more than 1 failure |

| | | | | |
|---|---|---|---|---|
| P3 | Minor business disruption: single user unable to operate with no circumvention available | 0.5 working day from assignment of issue | 3 working days | Either 90% or above OR no more than 2 failures |
| P4 | Minor disruption: single user or user group experiencing problems, but with circumvention available | 1 working day from assignment of issue | 3 working days | |

*The Resolution Time starts when the incident is raised in Service Now and ends when the Incident is Resolved.

Adherence to incident management responsibilities will also be assessed via reviews of completed incidents.

**REQUEST MANAGEMENT**

The following are the minimum performance levels that the Supplier should deliver to. The Supplier will be expected to report on these monthly and provide further details should one of these minimums not be achieved

> **.3 Standard Request Management Responsibilities for all suppliers include:**

- Carrying out request tasks within the allocated timescales (usually 3 working days)

- Providing regular and comprehensive updates

The Supplier will carry out all Request Management duties in accordance with the FSA's documented Request Management procedures.

**Additional KPIs**

The Supplier will be required to demonstrate, monthly, that they are meeting the following KPIs (via suitable management information):

- RCA within 3 working days for P1 and P2 incidents

- Report on failed changes or changes causing issues with reasons

**Notes**

As new technologies are introduced / transitioned to, the FSA reserve the right to introduce new SLAs to reflect these.

## Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

.3.1    The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

## Part A – Key Supplier Personnel
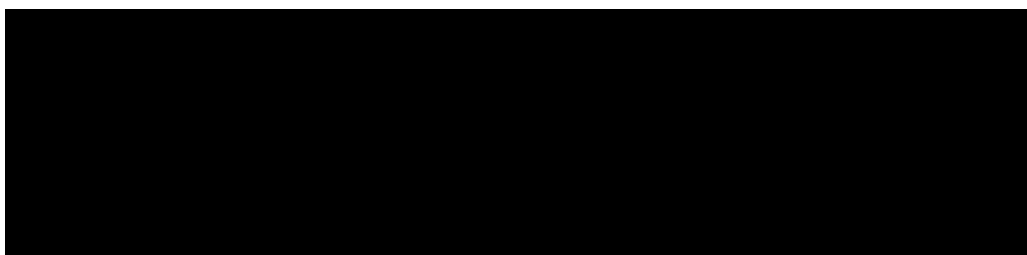
# Attachment 6 – Software

.3.1    The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

.3.2    The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

## Part A – Supplier Software

The Supplier Software includes the following items: None identified at contract award.

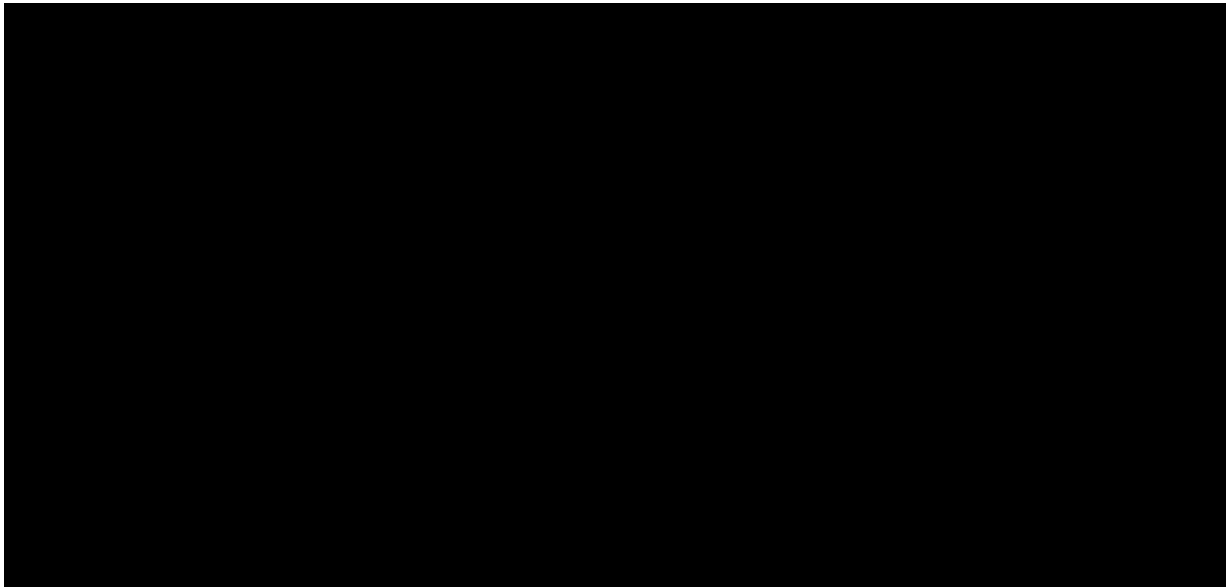| Software | Supplier (if an Affiliate of the Supplier) | Purpose | Number of Licences | Restrictions | Number of Copies | Type (COTS or Non-COTS) | Term/ Expiry |
|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |
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## Part B – Third Party Software

The Third Party Software shall include the following items:

| Third Party Software | Supplier | Purpose | Number of Licences | Restrictions | Number of Copies | Type (COTS or Non-COTS) | Term/ Expiry |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
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**PART A – SHORT FORM GOVERNANCE**

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

| | |
|---|---|
| Frequency of the Operational Board | Monthly |
| Location of the Operational Board | Remotely |

**PART B – LONG FORM GOVERNANCE**

Not Applicable

# Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: ████████████████

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: ████████████

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | **The Authority is Controller and the Supplier is Processor**<br><br>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:<br><br>• The supplier will be acting as an application support service provider for the FSA to manage and maintain its portfolio of applications (as listed in this contract). The supplier will be responsible for resolving incidents and requests, investigating problems, raising change requests, bug fixes, projects and ensuring all documentation is accurate and fit-for-purpose. |
| Duration of the processing | 10/06/2022 – 09/06/204 |
| Nature and purposes of the processing | This will involve access to and retrieving of the personal data contained within the applications. The supplier is engaged by the FSA through the FSA's Incident Management System, ServiceNow, to investigate Incidents and issues with the supported applications (as listed in this contract). The supplier is provided with access to FSA's Azure environment for the purposes of investigating service incidents. Investigation of issues may require remote lookup of personal data that end-users may log (as described in Type of Personal Data below) and use that data to assist in the troubleshooting and diagnosis of the issue. The supplier does not remove personal data from ServiceNow or Azure environments. The supplier also has access to an historic copy of a live database for internal applications that is used for diagnosis of incidents and local development. |
| Type of Personal Data | Names of approved meat establishments and the employees and contract staff who work there, staff timesheets, details of charging for food business operators, payment details for contractors, details of staff overtime payments, names and contact details of FSA employees and names of third-party suppliers. |

| | |
|---|---|
| Categories of Data Subject | FSA employees, FSA contract staff, Meat Establishment employees and contractors, Food Business Operators, FSA third-party suppliers. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | The copy of the live database for applications held by the supplier will not be retained beyond the end of the contract. It will be destroyed at contract end in a process agreed by FSA IT and FSA Security team following the latest advice and guidance from CPNI (Centre for Protection of National Infrastructure) and NCSC (National Cyber Security Centre):<br><br>https://www.cpni.gov.uk/secure-destruction<br>https://www.ncsc.gov.uk/topics/destruction-and-disposal<br><br>No other data is held by the supplier. |

## Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

Not Used.

# Attachment 10 – Work Package Template:

FSA744

Request for Quotation

| | |
|---|---|
| **Work Package Number:** | |
| **Work Package Title:** | |
| **Available Budget: £** | |
| **Supplier Name:** | |
| | |
| **Specification of requirements –** (to be completed by FSA) | |
| | |
| **Supplier response –** please provide a detailed methodology of how you will deliver the requirements | |
| | |
| **Delivery timescales –** Please provide a detailed plan of when you will deliver the specified outcomes | |
| | |
| **Please detail any assumptions you have made** | |
| | |
| **Please detail any identified risks and your proposed mitigation measures** | |
| | |
| **Costings –** Please provide a detailed breakdown of all costs to deliver the specified requirements | |
| | |
| **GDPR - Processing, Personal Data and Data Subjects –** Where data processing outside of the scope stated in overarching contract is required. | |
| | |

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**<br>The Parties acknowledge that in accordance with the overarching contract, (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:<br>.4   **Civica are acting as an application support service provider for the FSA to manage and maintain its portfolio of applications. Civica will be responsible for resolving incidents, investigating problems, maintaining environments and ensuring documentation is kept up-to-date in providing** |

| | |
|---|---|
| | **application support for the FSA's portfolio of applications.** |
| Duration of the Processing | 10/6/22 to 9/6/24 |
| Nature and purposes of the Processing | Live Production Support<br>Incident mangement Problem Resolution<br>Service Requests<br>Change Management<br>Asset & Configuration Management<br>Enhancement Management<br>Release & Deployment<br>Validation & Test<br><br>Development & UAT Support<br><br>Incident Management<br>Problem Resolution<br>Service Requests<br>Change Management<br>Asset & Configuration Management<br>Enhancement Management<br>Release & Deployment<br>Validation & Test |
| Type of Personal Data | Name, personal address, email address, date of birth, telephone number, business address |
| Categories of Data Subject | Staff, customers, members of the public, users of FHRS & RaFB websites |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under | The copy of the live database for internal applications held by the Civica will not be retained beyond the end of the contract and destroyed at contract end in process agreed by FSA IT and security team. No other data is held by Civica. |

| Union or Member State law to preserve that type of data | |
|---|---|
| **Completed by:** | |
| **Date:** | |

**Date quotation accepted by FSA:**

**Work Package start date:**

This quotation for the above mentioned Work Package has been agreed between the Food Standards Agency and the Supplier under the terms and conditions of the call-off contract FSA744

**Signed on behalf of the FSA**

Name:

Signature: ------------------------------------------------

Position:

Date:

**Signed on behalf of the Supplier**

Name:

Signature: ------------------------------------------------

Position:

Date: