Tender for provision of managed backup as a service

# About ARB

The Architects Registration Board (ARB) is the UK’s statutory regulator of architects. We are an independent, public interest body, set up by an Act of Parliament in 1997. We are a small organisation with 29 members of staff. You can find out more about the organisation here: <http://www.arb.org.uk/about-arb/>

# How to apply

Responses should be submitted in writing by post to:

Backup Tender  
ARB  
8 Weymouth Street  
London  
W1W 5BU

Or by email to [bt@arb.org.uk](mailto:bt@arb.org.uk?subject=Backup%20Tender)

By no later than **5 P.M. GMT Friday 31st January 2020** (“The Deadline”)

Please note that it is the responsibility of tenderers to ensure that their proposal is received by ARB.

To apply successfully, tenderers must submit:

1) The completed questionnaire found at the final section of this document (which must be signed)

and

2) The tenderers’ commercial proposal detailing a managed backup solution for ARB which, at a minimum, meets all the requirements specified in this document. (Requirements are denoted by the use of the word “**must**”.)

Please note:

* Enquiries about the tendering process should be sent by email to [bt@arb.org.uk](mailto:bt@arb.org.uk?subject=Enquiry%20about%20the%20tendering%20process)
* Tenderers must read this entire document before tendering.

# Section 1: Introduction

ARB use several backup technologies to support their Disaster Recovery and Business Continuity plan. The in-situ backup technology is mature, and ARB seeks to replace it with new technology that will both reduce costs and facilitate a more comprehensive backup strategy.

ARB’s in-situ backup solution is a managed, outsourced solution (“Backup as a Service” - see below for more details) provided under contract by Databarracks Ltd. of 1 Bridges Court, London.

The following sections of this document provide general information about ARB, the tendering process, an overview of the IT systems in use and a list of requirements for data protection.

# Section 2: General Information

## About the Architects Registration Board

ARB was established by Parliament in 1997 to regulate the architects’ profession in the UK. We are an independent, public interest body and our work in regulating architects ensures that good standards within the profession are consistently maintained for the benefit of the public and architects alike.

ARB’s duties are contained in the 1997 Architects Act, and cover five main areas:

* Prescribing – or ‘recognising’ the qualifications needed to become an architect
* Keeping the UK Register of Architects
* Ensuring that architects meet our standards for conduct and practice
* Investigating complaints about an architect’s conduct or competence
* Making sure that only people on our register offer their services as an architect.

ARB’s work is overseen by a Board of 11 members.

More information about ARB can be found on the ARB web site at:  
<http://www.arb.org.uk/about-arb/>

## Infrastructure overview

The foundation of ARB’s Weymouth Street IT infrastructure is a pair of VMware vSphere datacentres connected to a pair of HPE Nimble Storage arrays.

### VMware vSphere

ARB operate two separate vSphere datacentres:

* A vSphere 6.0 datacentre with two ESX 6.0 hosts. This datacentre is dedicated to VMware Horizon View 6 (Virtual Desktops)
* A vSphere 6.5 datacentre with two ESX 6.5 hosts. This datacentre supports ARB’s infrastructure and back-end application workloads (Active Directory, Exchange, SQL et.al.)

Each vSphere datacentre has its own VMware vCenter Server Appliance (VCSA). All four physical hosts are HPE Gen 9/10 ProLiant Servers.

### Storage

Shared storage for both vSphere datacentres is provided by a pair of HPE Nimble Storage arrays. The storage arrays operate as independent storage groups. There is approximately 11TB of live data stored across the two arrays. The rate-of-change for this data is approximately 120GB per day.

Nimble Storage replication is configured such that each array holds an offline replica of the live data from the other. Replication is asynchronous and occurs several times per hour for all production data. The purpose of replication is to mitigate the risk of data loss in the event of a complete array failure.

### Virtual Servers

There are approximately 100 vSphere virtual machines across the two vSphere instances. The virtual machine guest OSes are mainly Windows 7, 10, 2008/R2 and 2012/R2 although there are several Linux VMs (CentOS, Ubuntu, vendor appliance) in the environment.

### Applications and Services

ARB’s business critical applications and services are:

* Microsoft Active Directory (and related network services, e.g. DNS, DHCP)
* VMware Horizon View (Connection Servers and UA Gateways)
* RSA Authentication (on-premise VM appliances)
* Microsoft Exchange 2010
* Microsoft SQL Server (various versions and editions)
* Windows Server IIS
* Windows File Sharing
* PaperCut Print Management
* Sage 50 Accounts and Sage Payroll
* Microsoft Office 2010
* Microsoft SharePoint 2013 (on-premises)
* KnowledgeLake Imaging Server and KnowledgeLake Connect

In addition to the above, ARB operates several bespoke business-critical applications that it has developed, typically (but not exclusively) against Microsoft development stacks (e.g. Visual Basic 6, .NET Framework, ASP.NET et.al.)

## Backup overview

This section has been redacted.

If you intend to tender and wish to receive this information, please send an email to [bt@arb.org.uk](mailto:bt@arb.org.uk?subject=Request%20for%20redacted%20information)

Please ensure you properly identify yourself in your email request.

# Section 3: Tender Process

## Stage 1 – ends 31 January 2020

Tenderers are expected to submit both their commercial proposal and completed questionnaire by the specified deadline. It is expected that commercial proposals will be prepared exclusively on the basis of the information provided in this document. ARB will respond to enquiries specifically relating to the tender process itself on a best endeavours’ basis. During this stage of the tender process, technical enquiries and enquiries relating to any other aspects of the tender will likely not be answered.

## Stage 2 – ends 21 February 2020

After The Deadline has passed, ARB will analyse all submitted tenders against a pre-defined set of criteria. A cut-off threshold will be determined by ARB and all tenders falling below this threshold will fail. Tenderers will be notified by no later than 21 February 2020 if their proposal is rejected at this stage.

## Stage 3 – ends 27 March 2020

Tenderers whose proposals proceed beyond Stage 2 will be invited to participate in a telephone conference (exclusively between ARB and the tenderer) during which they will have the opportunity both to ask technical and business questions and to receive feedback from ARB on their submitted proposal. At the conclusion of this telephone conference, the tenderer will be invited to submit a revised final commercial proposal within the subsequent two-week period. ARB anticipates having received all such revised proposals by no later than 27 March 2020.

## Stage 4 – ends 14 April 2020

Once all post-Stage 3 proposals have been received by ARB, ARB will analyse each proposal to determine a winner; and the winner will be the proposal that, in ARB’s opinion, represents overall best value for money. ARB will inform all tenderers of its decision by no later than 14 April 2020. ARB will also publish the identity and contact details of the winning tenderer once this decision is made.

Please note: ARB offers all interested parties a firm assurance of its genuine interest in procuring a backup contract as described by this tender. However, ARB is not bound to accept any proposal, tender or any part thereof.

# Section 4: Requirements

The purpose of the tender is to identify a value for money managed backup solution that will allow ARB to:

* Reduce the operational cost of backup (relative to current costs)
* Provide more comprehensive off-site data protection
* Improve Recovery Point Objectives
* Improve Recovery Time Objectives

ARB intends to sign a new contract for managed backup services by the close of the second quarter of 2020. Ideally, ARB would like to sign a 3-year contract incorporating initial break clause options at both 3- and 6-months.

ARB would like to sign a contract with a total commercial value of under £20,000 per year including VAT.

Broadly, ARB’s backup requirements fall into two categories: service and technical.

## Service requirements

### Fully managed backup as a service

The fully managed nature of ARB’s existing off-site backup service is a good fit for the organisation. With a fully managed backup service, ARB’s in-house IT staff are able to focus on line-of-business IT requirements rather than devoting time to backup implementation, administration, troubleshooting and testing.

ARB will not engage with a supplier that is unable or unwilling to provide a fully-managed service on an ongoing basis which will continue to offload these day-to-day administration burdens. Therefore proposals **must** include such a service.

### Data sovereignty

Backup data **must** be stored and processed entirely within the United Kingdom.

### Security

ARB is responsible for quantities of sensitive Personal data (as defined by the Data Protection Act 2018 and other legislation) and the lawful handling and protection of that data is taken very seriously by the organisation. ARB will only work with delivery partners and suppliers who are able to demonstrate a strong security ethos and that have, in ARB’s opinion, adequate Information Security Risk controls in place.

All backup data **must** be stored in an encrypted form. Data-in-flight **must** be encrypted at source before being transmitted.

Private keys for encryption **must** be owned and controlled by ARB.

The service provider should be ISO/IEC 27001 certified.

### Health checks

The service offering **must** include daily checks to ensure that backups have completed without exceptions. Where issues are discovered, the service provider should attempt to resolve these issues before escalating to ARB.

The health status of any on-premises components of the backup service should also be monitored by the service provider.

### Reporting

The service provider **must** provide ARB with daily reports on the status of the various backup jobs.

If the service provision includes a cost element derived from the volume of stored backup data, monthly reporting of the size of this data and trend analysis **must** be provided.

Recovery testing

The service provider **must** test data restoration at least twice per year. A test which includes the complete recovery of a production server into a restoration environment **must** be carried out at least twice per year.

## Technical requirements

### Compatibility

The backup service **must** be compatible with the infrastructure in use at ARB:

* VMware vSphere 6.0 and later
* HPE Nimble Storage (array snapshot integration is desirable but not a requirement)
* Windows and Linux virtual machines
* Microsoft Exchange Server 2010 and later
  + Application aware backup & log truncation
  + Message-level & Mailbox-level restore
* Microsoft SQL Server 2005 and later
  + Application aware backup & log truncation
  + Native SQL Server backup & restore methodology
* Microsoft SharePoint 2013 and later

### Backup data storage

The backup service is expected to follow the 3-2-1 principle:

* 3 copies of the data (live data, two backup copies)
* 2 on-premise copies stored on separate storage systems (live data, on-site backup data)
* 1 off-premise copy

In the course of normal routine backup operations, the off-premise copy should not lag the on-premise copy by more than 4 hours and **must** not lag the on-premise copy by more than 24 hours.

### Backup data retention

ARB currently retains backups of sensitive data for 30 days, development data for 12 weeks and some other one-off backup datasets indefinitely. The backup service **must** allow for a similar level of flexibility with respect to data retention. Once the retention period for a backup dataset has expired, the dataset **must** be securely erased within 24 hours.

### Administrator self-service

ARB IT administrators **must** have the ability to backup and restore data on-demand.

### Recovery media

To expedite recovery in the event of a full disaster situation that renders the on-premise backup copy inaccessible, the service provider **must** be able to deliver a physical copy of the encrypted off-premise backup data to a UK disaster recovery location. The service provider should provide an SLA-style guarantee for the timeframe within which this will happen.

Cloud services integration

ARB is likely to migrate back-end email services from Exchange on-premises to a Cloud email services platform by mid-2020. Although the identity of the Cloud email services platform has yet to be determined, backup service providers should highlight the “Cloud readiness” of their proposed solutions and any features that enable backup/restore of cloud-based email repositories.

Additionally, ARB may adopt Cloud IaaS, PaaS and SaaS services of various different types over the medium term. Therefore tenderers should present features in their proposal that can be used to protect, backup and/or restore IaaS, PaaS and/or SaaS data assets.

# Section 5: Supplier Questionnaire

Tenderers must complete this section and submit it together with their Stage 1 commercial proposal.

For all parts of this section:

* State ‘N/K’ if the answer to a question (or part thereof) is not known;
* State ‘N/A’ if a question (or part thereof) is inapplicable.

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| 1) Company Details | |
| Full name: |  |
| Registered office address: |  |
| Registered/corporate website address: |  |
| Trading status: | 1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify): |
| Country of origin (if not United Kingdom): |  |
| Date of registration in country of origin: |  |
| Company registration number: |  |
| VAT registration number: |  |
| Alternative trading names or aliases (if any): |  |

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| 2) Immediate Parent Company Details | |
| Full name: |  |
| Registered office address: |  |
| Registered/corporate website address: |  |
| Trading status: | 1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify): |
| Country of origin (if not United Kingdom): |  |
| Date of registration in country of origin: |  |
| Company registration number: |  |
| VAT registration number: |  |
| Alternative trading names or aliases (if any): |  |

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| 3) Ultimate Parent Company Details | |
| Full name: |  |
| Registered office address: |  |
| Registered/corporate website address: |  |
| Trading status: | 1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify): |
| Country of origin (if not United Kingdom): |  |
| Date of registration in country of origin: |  |
| Company registration number: |  |
| VAT registration number: |  |
| Alternative trading names or aliases (if any): |  |

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| 4) Contact Details | |
| **Please provide contact details for the person in your company who is primarily responsible for this tender** | |
| Full name: |  |
| Position in company: |  |
| Contact telephone number: |  |
| Contact telephone number: |  |
| Contact email address: |  |
| **Presuming your company’s tender is successful, please identify the person in your company who will be ultimately responsible for technical delivery and implementation of the solutions your company will provide to ARB** | |
| Full name: |  |
| Position in company: |  |
| Contact telephone number: |  |
| Contact telephone number: |  |
| Contact email address: |  |

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| 5) Convictions and Offences | | |
| **Has your company or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? Please answer each item ‘Yes’ or ‘No’.** | | |
| a) | conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended); |  |
| b) | corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended); |  |
| c) | the offence of bribery; |  |
| d) | fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |  |
| 1. the offence of conspiracy to defraud; |  |
| 1. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978; |  |
| 1. fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006; |  |
| 1. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994; |  |
| 1. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or |  |
| 1. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968; |  |
| e) | money laundering within the meaning of the Money Laundering Regulations 2017; or |  |
| f) | any other offence within the meaning of Article 57(1) of the Public Contracts Directive. |  |

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| 6) Breaches of Tax Obligations |
| Please indicate by stating ‘Yes’ or ‘No’, if it has been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? |
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| If you have answered ‘Yes’ to the question above, then please provide all relevant additional details below. Please also indicate whether you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines; use a separate attachment if necessary. |
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| 7) Breaches of Regulations or Ethics | |
| Please indicate by stating ‘Yes’ or ‘No’, if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation: | |
| -Breach of environmental obligations? |  |
| -Breach of social obligations? |  |
| -Breach of labour regulations or labour law? |  |
| -Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? |  |
| -Guilty of grave professional misconduct? |  |
| -Entered into agreements with other economic operators aimed at distorting competition? |  |
| -Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? |  |
| **If you have answered ‘Yes’ to any of the items above, then please provide a detailed explanation of what happened below. Please provide an explanation in relation to each incident or situation (if more than one); use a separate attachment if necessary.** | |
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| 8) Company Policies/Social Responsibility | |
| Does your company have a formal (written) Equality and Diversity policy? (Yes or No) |  |
| If you have answered ‘Yes’ to the question above, then is the policy published? - E.g. the policy is downloadable from a public web site? (Yes or No) |  |
| If you have answered ‘Yes’ to the question above, please state where the policy can be found (e.g. specifying a web page URL) or how a copy of the policy can otherwise be obtained. | |
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| Does your company have a formal (written) Corporate Social Responsibility policy? (Yes or No) |  |
| If you have answered ‘Yes’ to the question above, then is the policy published? - E.g. the policy is downloadable from a public web site? (Yes or No) |  |
| If you have answered ‘Yes’ to the question above, please state where the policy can be found (e.g. specifying a web page URL) or how a copy of the policy can otherwise be obtained. | |
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| Please indicate by stating ‘Yes’ or ‘No’ whether your company pays all its employees the Living Wage?  (The Living Wage is £10.75 per hour in London and £9.30 per hour in the rest of the UK. Further details can be found at [www.livingwage.org.uk](http://www.livingwage.org.uk)) |  |

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| 9) Information Security and Information Assurance | | |
| Does your company have a formal (written) Information Security policy with which your staff must comply? (Yes or No) | |  |
| Does your company have a formal (written) policy governing the Use of Information Technology Systems with which your staff must comply? (Yes or No) | |  |
| Does your company facilitate staff working at physical locations other than your company’s own premises? (Yes or No) | |  |
| If you have answered ‘Yes’ to the question above, then, is there a formal (written) policy that specifically addresses risks arising from authorised access to private networks from remote locations? (Yes or No) | |  |
| Please indicate whether your company has a named appointed officer whose formal responsibilities include each of the following items. (If there is such an officer in place, identify them by their name and job title. If there is no such officer in place, state ‘None’) | | |
| -Physical and environmental security for IT systems? |  | |
| -Physical and environmental security for assets containing confidential data? |  | |
| -Information Assurance (meaning risk assessment and risk management processes and controls, specifically related to confidential information and sensitive data)? |  | |
| -Network security controls (e.g. firewalls, IPS et.al.)? |  | |
| Please indicate by stating ‘Yes’ or ‘No’ whether each of the listed security countermeasures is implemented by your company on a routine (i.e. repetitive/continual) basis? | | |
| -Centrally-managed anti-virus | |  |
| -Malware protection software for 100% of desktop endpoints/devices | |  |
| -A regime for software patching and operating system updates | |  |
| -Password policy (defined and enforced by software, e.g. Active Directory Policy or similar) | |  |
| -Perimeter and intrusion security (i.e. firewall and/or IPS) | |  |
| -Network penetration testing | |  |
| -Vulnerability scanning | |  |
| -Phishing simulation exercises | |  |
| -Staff/End User training and awareness program relating to data security and/or information risks | |  |
| -Encryption at rest for all data stored on portable devices | |  |
| -Maintaining an up-to-date inventory of devices and assets containing confidential information | |  |
| Please list any industry-recognised certifications or endorsements that have been attained by your company, that are in good standing and that directly relate to Information Security or Cybersecurity?  (e.g. Cyber Essentials, ISO 27001) | | |
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| 10) Economic and Financial Standing/Insurance | |
| If requested, is your company able to provide a copy of audited accounts for the last two years? (Yes or No) |  |
| If you have answered ‘No’ to the question above, then, if requested is your company able to provide a copy of one of the following:  A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation; OR  A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; OR  Alternative means of demonstrating financial status if none of the above is available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status?  (Yes or No) |  |
| If you have answered ‘No’ to the question above, then, please explain in 100 words or fewer, why your company or organisation is unable to provide any of the above-mentioned items. | |
| In the case of each of the listed types of insurance, please indicate whether your company has a policy in place by stating the level (quantity) of cover provided. If no policy is in place of the specified type, then state ‘None’.  Please only indicate that a policy is in place where you have good reason to believe that that policy (or an equivalent alternative policy of the same type) will continue to provide at least the same level of cover through to the end of 2020. | |
| -Employer’s (Compulsory) Liability Insurance (e.g. £ 5m) |  |
| -Public Liability Insurance |  |
| -Professional Indemnity Insurance |  |
| -Business Disruption Insurance |  |
| -Cybersecurity Incident Insurance (or similar) |  |

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| 11) Company/Ethos/Mission Statement |
| Please make a statement of 200 words or fewer that explains your company’s ethos and/or its mission statement and/or its corporate values. |
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| 12) Tender’s Warranties/Declaration |
| **Tenderer’s Warranties**  In submitting its tender, the tenderer warrants, represents and undertakes to ARB that:   1. all information, representations and other matters of fact communicated (whether in writing or otherwise) to ARB by the tenderer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission; 2. it has full power and authority to enter into the contract and perform the obligations specified in the contract documents; 3. it is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the contract; 4. it will not at any time during the term or at any time thereafter claim or seek to enforce for the purposes of this contract any lien, charge, or other encumbrance over property of whatever nature owned or controlled by ARB and which is for the time being in the possession of the tenderer. 5. it shall indemnify and keep indemnified ARB against all actions, claims, demands, costs and expenses incurred by or made against, ARB in respect of any loss or damage which arises from any advice given or anything done or omitted to be done under this contract to the extent that such loss or damage is caused by the negligence or other wrongful act of the contractor or agents. 6. it shall have in place a policy or policies covering all the matters which are the subject of the indemnities and undertakings on the part of the contractor contained in this contract, which will be agreed but at least in respect of one incident and unlimited in total, unless otherwise agreed by ARB in writing. |
| **Declaration**   1. Employment Discrimination - ARB prides itself promoting inclusion and diversity. The tenderer undertakes that it shall not unlawfully discriminate within the meaning of any relevant legislation or any statutory modification or re-enactment thereof relating to discrimination in employment whether by race, disability, age, gender, religion and belief, sexual orientation or transgender identity. The tenderer shall take all reasonable steps to ensure the observance of these provisions by all employees or agents and all sub- contractors employed in the execution of the contract pursuant to the tender; 2. The tenderer acknowledges and accepts that ARB is not bound to accept any proposal, tender or any part thereof.   **Signature…………………………………………………………………………………………………………………………………………….**  **Print name…………………………………………………...... (Position)....................................................................**  **For and on behalf of:…………….................................................................................................................**  **(Tenderer’s full official registered company/organisation name)** |

End