

## Order Form

### Framework agreement reference: SBS/19/AB/WAB/9411

1522 - Contract for the Provision of Backup Solution to NHS South, Central and West  
Commissioning Support Unit (SCC Ref Opp-3965493)

<b>Date of order</b>	[ ]	<b>Order Number</b>	[ ] To be quoted on all correspondence relating to this Order
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#### FROM

Customer	<b>NHS England on behalf of NHS South Central and West Commissioning Support Unit</b> "Customer"
Customer's Address	Omega House, 112 Southampton Road, Eastleigh, SO50 5PB
Invoice Address	ODF Payables M425, PO BOX 312, Leeds, LS11 1HP
Contact Ref:	Name: [REDACTED] Address: Phone: e-mail:

#### TO

Supplier	<b>Specialist Computer Centres</b> "Supplier"
Supplier's Address	James House, Warwick Road, Tyseley, Birmingham, BS11 2LE
Account Manager	Name: [REDACTED] Address: James House, Warwick Road, Tyseley, Birmingham, BS11 2LE Phone: [REDACTED] e-mail: [REDACTED] Fax: N/A

#### GUARANTEE

Guarantee to be provided	No
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<b>1. TERM</b>
<b>(1.1) Commencement Date</b>  Contract commencement date 1 <sup>st</sup> March 2024  <b>[Guidance: Insert the date on which the Contract is to take effect.]</b>
<b>(1.2) Expiry Date</b>  The Contract shall expire on the 28 <sup>th</sup> February 2027 which is 36 Months after the Commencement Date. Total Contract term of 3 years, with no option to extend.

**2. GOODS AND SERVICES REQUIREMENTS****(2.1) Goods and/or Services****Goods –**

Hardware – 8 x 6420 Appliances (4 per site)

Software and – 36 months Rubrik Enterprise Edition Software, 36 months Rubrik Cloud Vault (2892 TB)

Professional services – 2 x Rubrik Professional Services Onsite Install, 36 Months Rubrik Premium Support

The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.

**Service Profile** – please refer to appendix 1 – Customer requirements.

**Minimum Order Value**

**Optional Services**

Collection  
recycling

and

☐

Paper catalogue

☐

Secure Collection

☐
**(2.2) Premises**

Software to be sent to the following email address - [scwcsu.softwarelicensing@nhs.net](mailto:scwcsu.softwarelicensing@nhs.net)

Support and Professional services to be delivered as agreed by both parties.

**(2.3) Lease/ Licenses**

N/A

**(2.4) Standards**

The new Backup Solution should meet the following Industry Standards provided by the Sub-contractor, Rubrik:

- Cyber Essentials + - Yes, where the standards are relevant to the backup and recovery solution. Examples of non-relevance include (but not limited to) BYOD.
- NIST - Yes, where the function, category & sub-category is relevant to the backup and recovery solution, over 40 subcategories. Examples of non-relevance include (but not limited to) 'PR.PT-2: Removable media is protected, and its use restricted according to policy'.

- The Data Security and Protection Toolkit (DSPT) guidance - Yes, Rubrik will help SCW CSU to meet the requirements of 45 assertions within the DSPT.
- The National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF) - Yes, Rubrik will help SCW CSU to meet the requirements of 133 Indicators of Good Practice, across the 4 CAF Objectives.
- **ISO27001** - Yes, Rubrik are ISO27001 certified, please see <https://www.rubrik.com/compliance-program> for further detail.
- **ISO27017** - Yes, Rubrik are ISO27017 certified, please see <https://www.rubrik.com/compliance-program> for further detail.
- **ISO27018** - Yes, Rubrik are ISO27018 certified, please see <https://www.rubrik.com/compliance-program> for further detail.
- Must align with National Cyber Security Centre (NCSC) 3-2-1 best practices – 3 copies of data, 2 different media/device types, must have an immutable copy, One copy must be offline.

**(2.5) Security Requirements****Security Policy****Additional Security Requirements**

N/a

**Processing personal data under or in connection with this contract**

NO

**(2.6) Exit Plan (where required)**

NO

**(2.7) Environmental Plan**

N/A

**3. SUPPLIER SOLUTION****(3.1) Supplier Solution**

Please refer to appendix 2.

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

Key Personnel:

[REDACTED]

[REDACTED] Branch Manager Healthcare, SCC UK

[REDACTED]

[REDACTED] | Account Director Healthcare  
[REDACTED]

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

London, England:  
20 St. Dunstan's Hill, Suite 314  
London, England EC3R 8HL

**(3.4) Outline Security Management Plan**

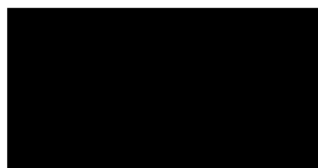
To be managed in accordance with The NCSC Cyber Assessment Framework (CAF) and processes outlined within Appendix 2 of this Contract.

**(3.5) Relevant Convictions**

N/A

**(3.6) Implementation Plan**

Implementation to be delivered in accordance with Rubrik's defined Installation Service and Suppliers defined solution. Please refer to following the documents;



**4. PERFORMANCE QUALITY**

**(4.1) Key Performance Indicators**

N/A

**(4.2) Service Levels and Service Credits**

The Rubrik solution includes premium support offering which is 24x7x365 follow-the-sun support. Critical issues (P1) and High Priority issues (P2) both have a response time of 30 minutes from Rubrik support.

Rubrik Premium Support provides SCWSCU with direct and immediate access to our experienced team of support engineers to help you minimise your operational costs. SCWCSU can contact Rubrik support via various methods:

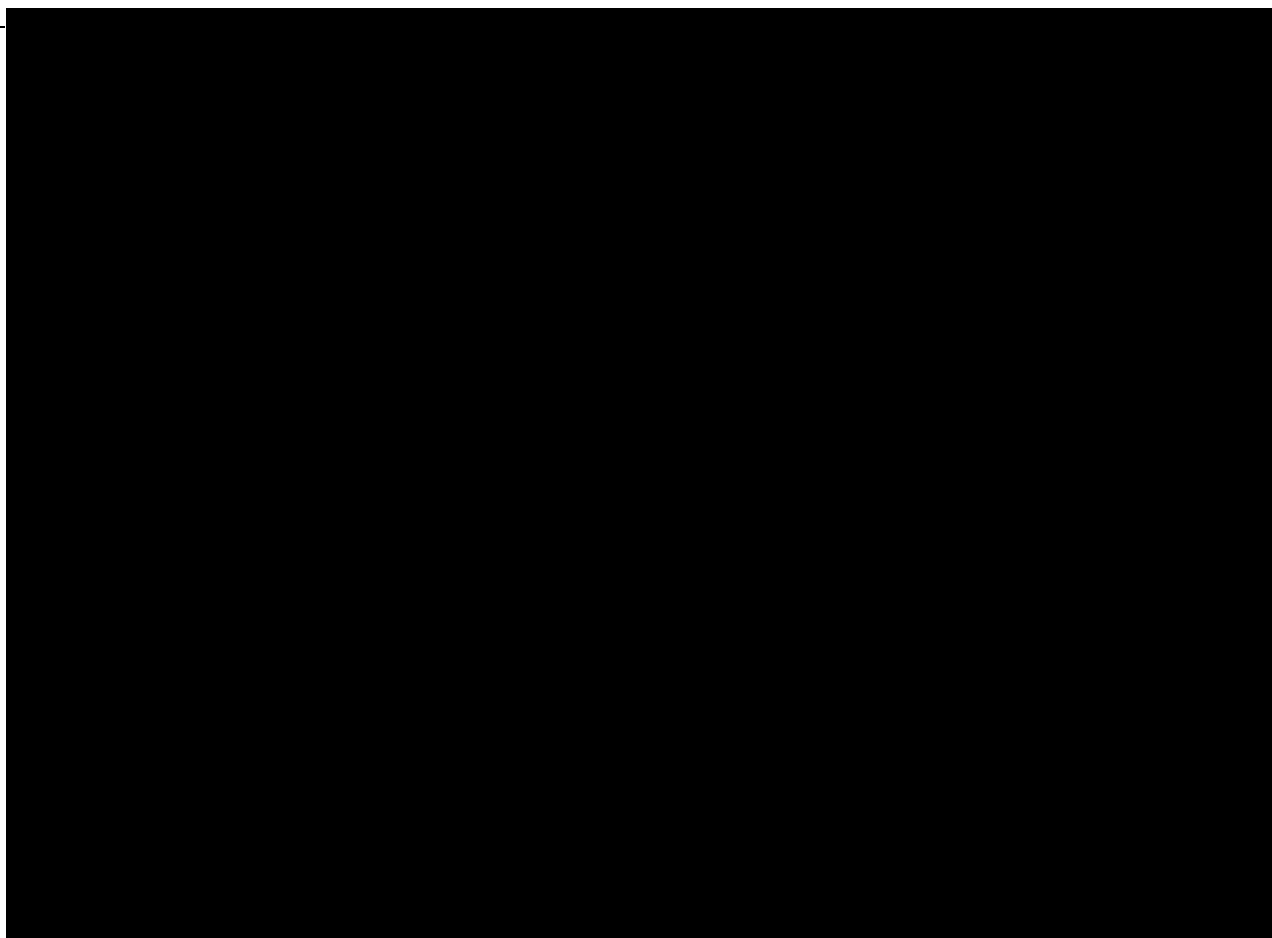
1. Support Portal (<http://support.rubrik.com>)
2. Telephone (# provided on support website)
3. Email ([support@rubrik.com](mailto:support@rubrik.com))
4. Automatically, via proactive monitoring.

## 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))**

Total Contract cost is £1,491,657.92 excl VAT.

Due to this being capital funding, payment is to be made in full upon receipt of a valid invoice. Services expected to be maintained and delivered in their entirety, in accordance with this Contract.



**(5.2) Invoicing and Payment**

**The Supplier shall issue single invoice in advance upon confirmed delivery of hardware. The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.**

Payment to be made by BACs and through Purchase Order.

Hard copies of invoices can be posted to the below invoice address, or electronic copies can be uploaded to Tradeshift (see <http://sbs.nhs.uk/supplier-einvoicing> for further information).

NHS South, Central and West CSU  
ODF Payables M425  
PO BOX 312  
Leeds  
LS11 1HP



6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES
(6.1) Supplemental requirements
N/A

**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:**

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Full Name:

Job Title/Role: Director of Financial Control

Date Signed: 20 March 2024

## Appendix 1 – Customer requirements

SCW are seeking a new single backup Solution to replace current local solutions (e.g., Actifio, GreenCloud, Commvault) in order to standardise the enterprise backup approach, future-proof it, enhance the backup cloud capabilities regardless of the computing model, IaaS, PaaS or SaaS, and promote operational efficiencies brought about by the process (e.g. N365 backup, with minimum administrative impact throughout Azure/AWS)

The SCW Backup Solution supplier will be required to deliver to meet the following high-level requirements:

Requirement Reference	Requirement Description
1.1	Provide a migration plan, and expedite migration from current platforms (Actifio / GreenCloud)
1.2	Ensure that all protected data is indexed, resulting in searchable functionality, allowing the quick location of objects (e.g., VMs, files, DBs)
1.3	Provide a single pane of glass to view all cloud components, i.e., SQL component Server Component.
1.4	Offer a Single-Sign-On with MFA.



1.5	Propose a Solution that promotes ease of deployment, use and integration.
1.6	Knowledge base and in-depth documentation to aid troubleshooting.
1.7	Uses the Zero Trust approach for data security.
1.8	Regular product maintenance upgrades bug fixes, prompt application support
1.9	Offer an option (nice-to-have) of incremental forever backups.
1.10	Provide an off-premise (Cloud Hosted) management portal
1.11	Include Out of Band Access to any on premise backup system component
1.12	Ensure all backups are tamper-proof.

1.13	Ensure that automated data governance and classification to automatically detect, prompt and categorise PII data (under GDPR)
1.14	Ensure integration of the solution with SIEM products i.e., Log Point or Sentinel
1.15	Ensure integration with industry-standard monitoring tools such as Solarwinds and Service Desk Ticketing Systems Promote speed of recovery to improve RTO / RPO regardless of where the backup is located.
1.16	Promote speed of recovery to improve RTO / RPO regardless of where the backup is located.
1.17	Offer a solution that is natively immutable – (backup data is natively immutable and cannot be edited/modified)
1.18	Offer a solution which application stack is logically air-gapped, in addition to the backup data.

1.19	Ensure that data is fully encrypted both at rest and in flight by default – encryption that cannot be disabled.
1.20	Offer an ability to undertake Disaster Recovery Tests, and general restore & recovery testing, including scenarios of wide-scale system recovery, as required in response to cyber-attacks that are simple to do with failover / failback concepts.
1.21	<p>Offers ability to do differing types of application centric orchestrated recovery plans.</p> <ul style="list-style-type: none"><li>• In place Recovery – restoration directly over production workloads</li><li>• Disaster Recovery – restoration of workloads to an alternative DC or Cloud Provider</li><li>• Isolated Recovery – restoration of workloads into an isolated environment, to test, time and validate recovery, without impacting production. i.e. restore of VMs to hardened backup host appliances as SCW do not have a separate isolated environment.</li></ul>
1.22	Demonstrate relevant SLA/SCW Backup Policy compliance through pre-configured reporting.

1.23	Offers reporting and analytics GUI and pre-configured reports required with options to configure for specific requirements such as customer SLA/billing or consumption, and failure analytics. Source data must be exportable to support validation.
1.24	<p>Allows an extensive and thorough platform coverage including but not limited to:</p> <ul style="list-style-type: none"><li>• GP Backups at site</li><li>• Database Platforms (SQL Server, Oracle, and MySQL)</li><li>• Virtual Machines either Windows or Linux OK</li><li>• VMWare Connectivity</li><li>• Cloud Hosted solutions (IaaS, PaaS and SaaS)</li><li>• SCW's own O365 tenant (SharePoint etc)</li><li>• N365 without the need for Admin functionality</li></ul>
1.25	Must offer fully customisable monitoring, reporting, logging, and alerting system
1.26	Comprehensive set of reports out of the box, which can be cloned and edited to SCW requirements, with schedules enable reports to be sent to distribution groups periodically.

1.27	Reporting and alerting configurable to the object level granularity, and/or linked to other logic, such as name, tag, type etc., to align to specific stakeholders.
1.28	The solution must allow multi-tenancy functionality
1.29	The solution must have the ability to tag backups with SCW customer name along with reporting functionality that allows us to understand consumption by SCW customer.
1.30	The solution must provide assurance that the availability and ability to access the platform will be 99.99%.

## **2. Industry Standards**

The new Backup Solution should meet the following Industry Standards:

<b>Requirement Reference</b>	<b>Requirement Description</b>
2.1	Cyber Essentials +

2.2	NIST
2.3	The Data Security and Protection Toolkit (DSPT) guidance
2.4	The National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF)
2.5	ISO27001
2.6	ISO27017
2.7	ISO27018
2.8	<p>Must align with National Cyber Security Centre (NCSC) 3-2-1 best practices:</p> <ul style="list-style-type: none"><li>• 3 copies of data</li><li>• 2 different media/device types</li><li>• Must have an immutable copy</li><li>• One copy must be offline</li></ul>

2.9	Offer extensive application coverage
2.10	Offer Flexible backup targets, i.e., Cloud (multi cloud or regional single cloud), or local infrastructure in private cloud.
2.11	Offer a solution that is performant and scalable to cope with business intelligence workloads.
2.12	Allow "ON Demand" Backups of any type.
2.13	Allow backup search.
2.14	Allow ability to report failures to auto create service desk incidents.
2.15	Facilitate real time monitoring, ability to quickly identify problems and apply fixes on host/s.

**3. Database-specific requirements:**

Requirement Reference	Requirement Description
3.1	Automatic discovery of all existing and newly created databases for protection on the SQL host.
3.2	SLA protection can be implemented at various levels of the SQL hierarchy; Always On Availability Group, FCI Cluster, Host, Instance and/or DB.
3.3	Ability to exclude specific databases on a SQL host
3.4	Intuitive GUI for efficient utilisation of DBA resource
3.5	Automation and scheduling of repeatable database mounts at required frequencies to one or more destination hosts – using a GUI preferably with ability to use a scripted setup.



3.6	Dashboard view for Completed/Failed/Running/Queued SQL DB backups by Host to facilitate monitoring, ability to quickly identify problems and apply fixes on hosts.
3.7	Ability to restore SQL Db backup to existing host server with overwrite.
3.8	Ability to restore SQL DB backup to new host server
3.9	Ability to Provision of SQL database from backup to server, from remote backup storage.
3.10	Ability to Provision efficiently and speedily re-locate (migrate) database files to local drives on the SQL host.
3.11	Application protection compatibility for clustered database solutions and DR

3.12	Application protection compatibility for AOAG solutions and DR
3.13	Automation of backups and schedules - Ease and configurational flexibility of set up - using a GUI preferably with ability to use a scripted setup.
3.14	Automation of provisioning 'mounted' databases from backup SAN - using a GUI preferably with ability to use a scripted setup.

#### **4. Cloud-specific requirements** (Across major platforms: Azure, AWS and GCP)

<b>Requirement Reference</b>	<b>Requirement Description</b>
4.1	Must provide inbuilt ability to restore from the backup solution to a cloud provider
4.2	Should replicate backups across Azure Regions

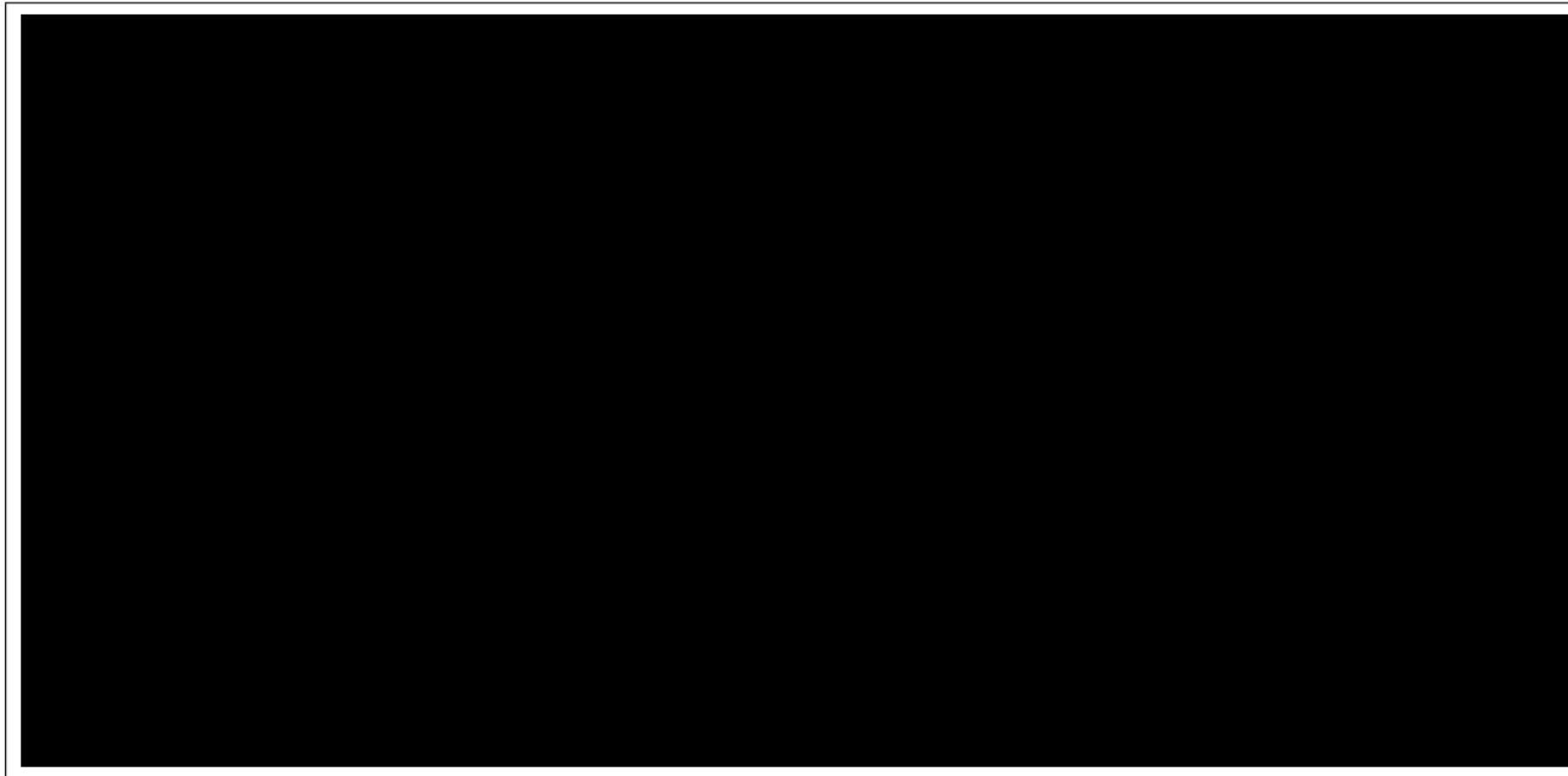
4.3	Should integrate with Azure Site Recovery
4.4	Should integrate with Azure Recovery Service Vaults
4.5	Should take point in time snapshots of VMs
4.6	Should provide automated backups of Azure PaaS databases such as Azure SQL Database and Cosmos DB
4.7	Should do point in time recovery for PaaS databases
4.8	Should support Azure App Service backups
4.9	Should Integrate with Azure Logic Apps for backup/restore automation
4.10	Must backup native Cloud IaaS VMs and disks

**5. Current backup sizes (August 2023)**

Description	Size (TB)	Report Frequency
GP GreenCloud Backups	207	Monthly Report
<b>GP One Domain Backups</b>		
CSU-000-GP01	17	Daily Report
XSW-000-GP01	16	Daily Report
XSW-000-GP02	16	Daily Report
<b>SQL Server Backups</b>		
SQL Server Database - (snapshot)	3	Daily Report
SQL Server Instance - (Vault)	1	Daily Report
SQL Server Instance - (log-backup - LOG)	2	Daily Report
SQL Server Instance - (snapshot - DB)	5	Daily Report
<b>VMWare Backups</b>		
VMware VM - (Vault)	3	Daily Report
VMware VM - (snapshot)	1	Daily Report
<b>Total Backups</b>	<b>271</b>	

There are also upcoming additional backups required to add Kent and Medway and Buckinghamshire to our environment which will add approximately 20TB more data.

## Appendix 2 – Supplier Solution



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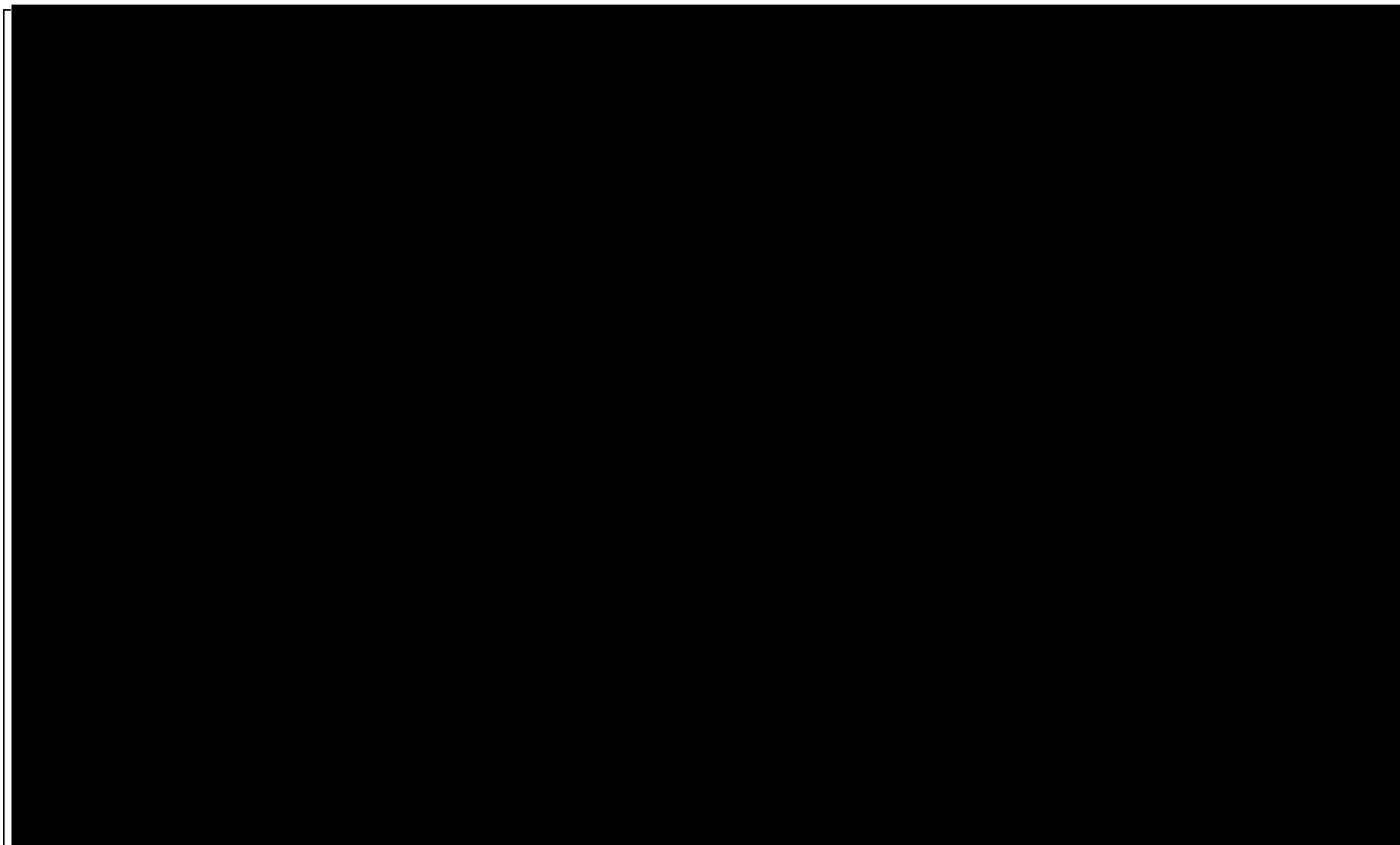
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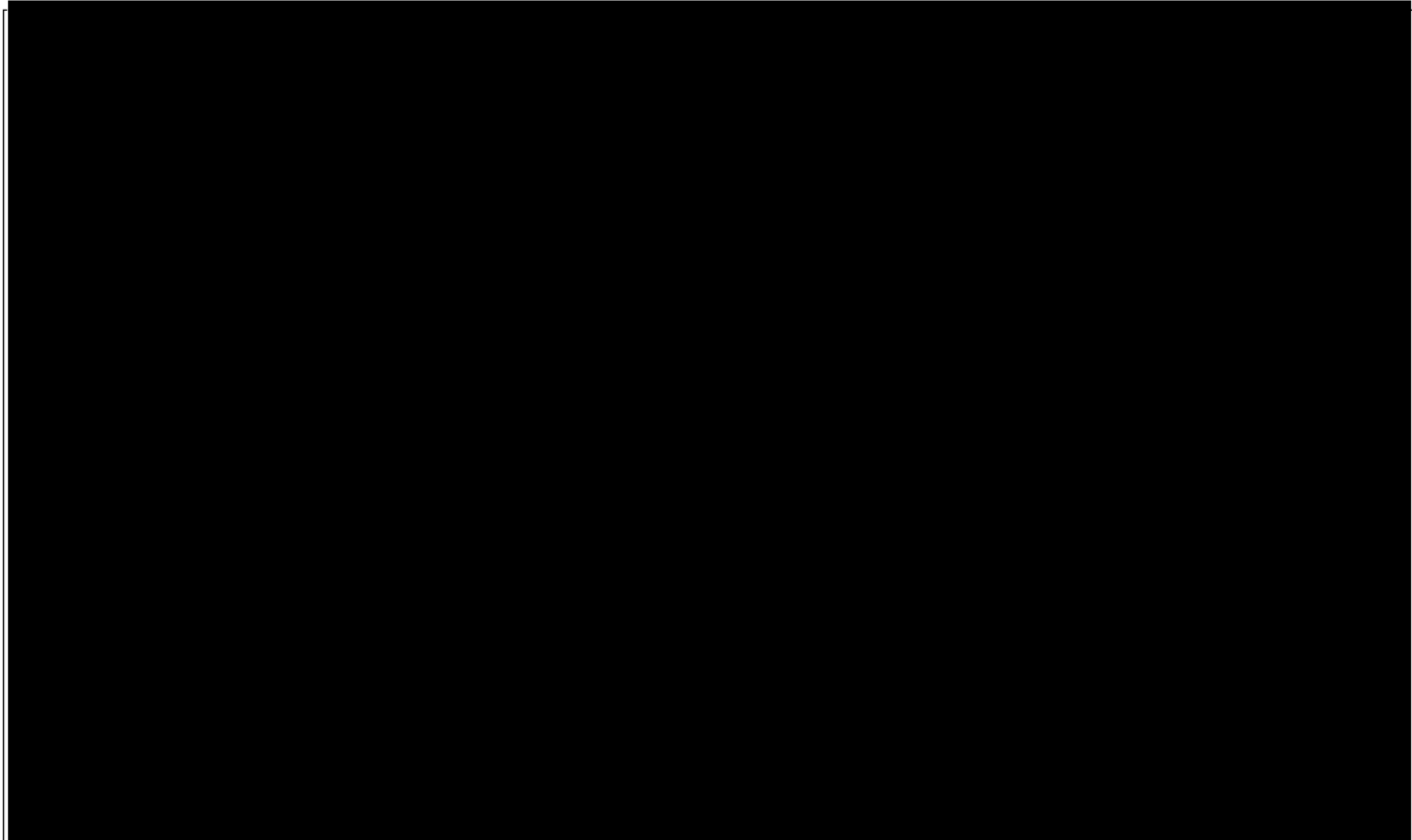
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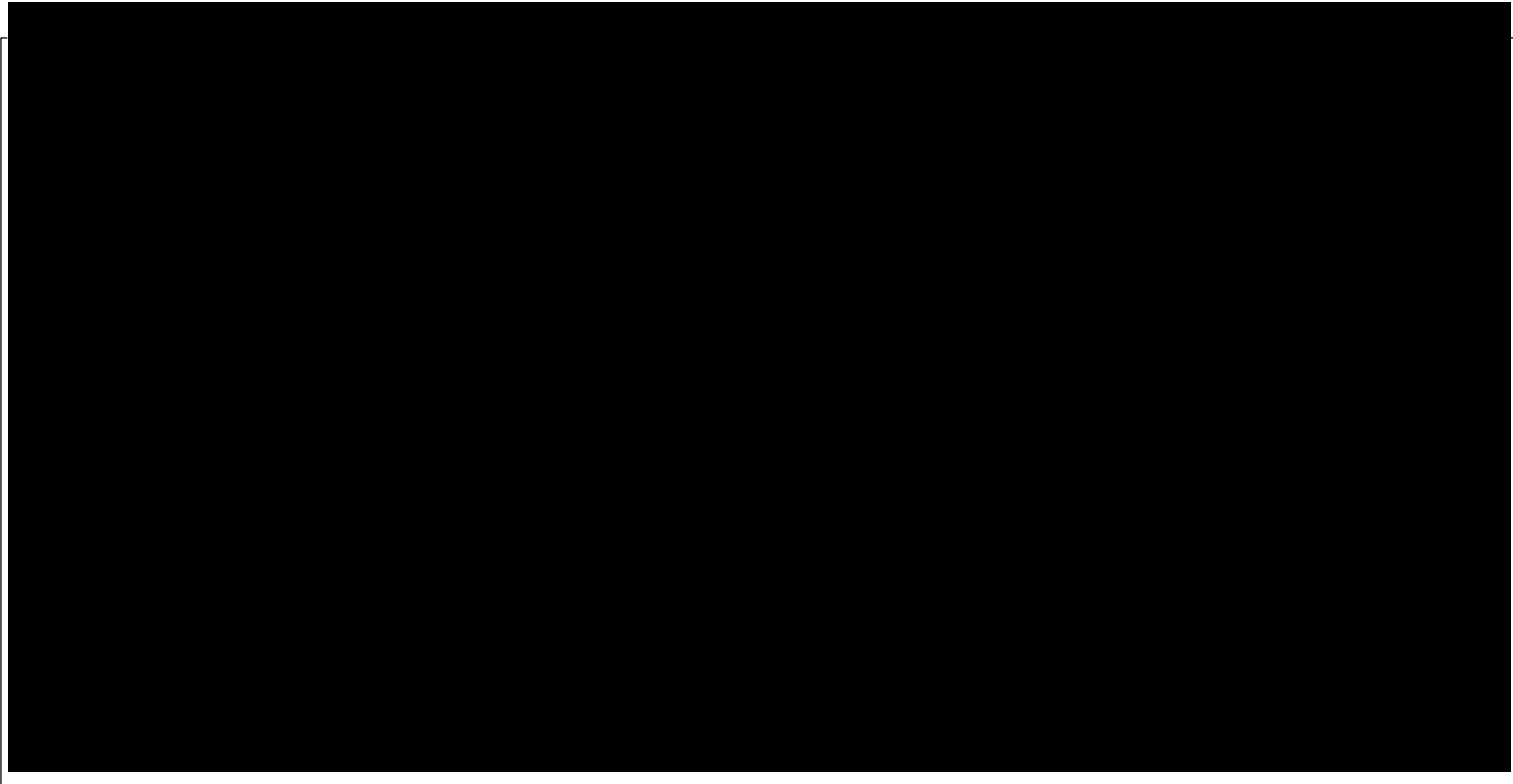
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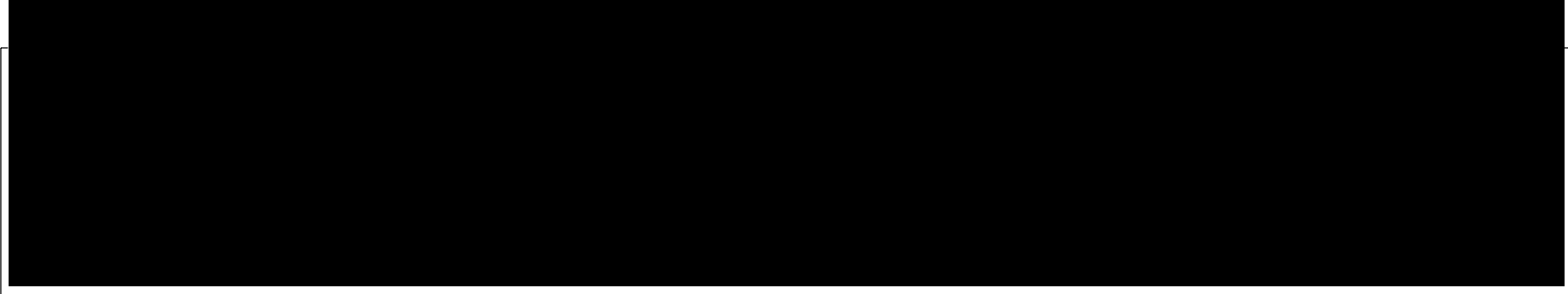
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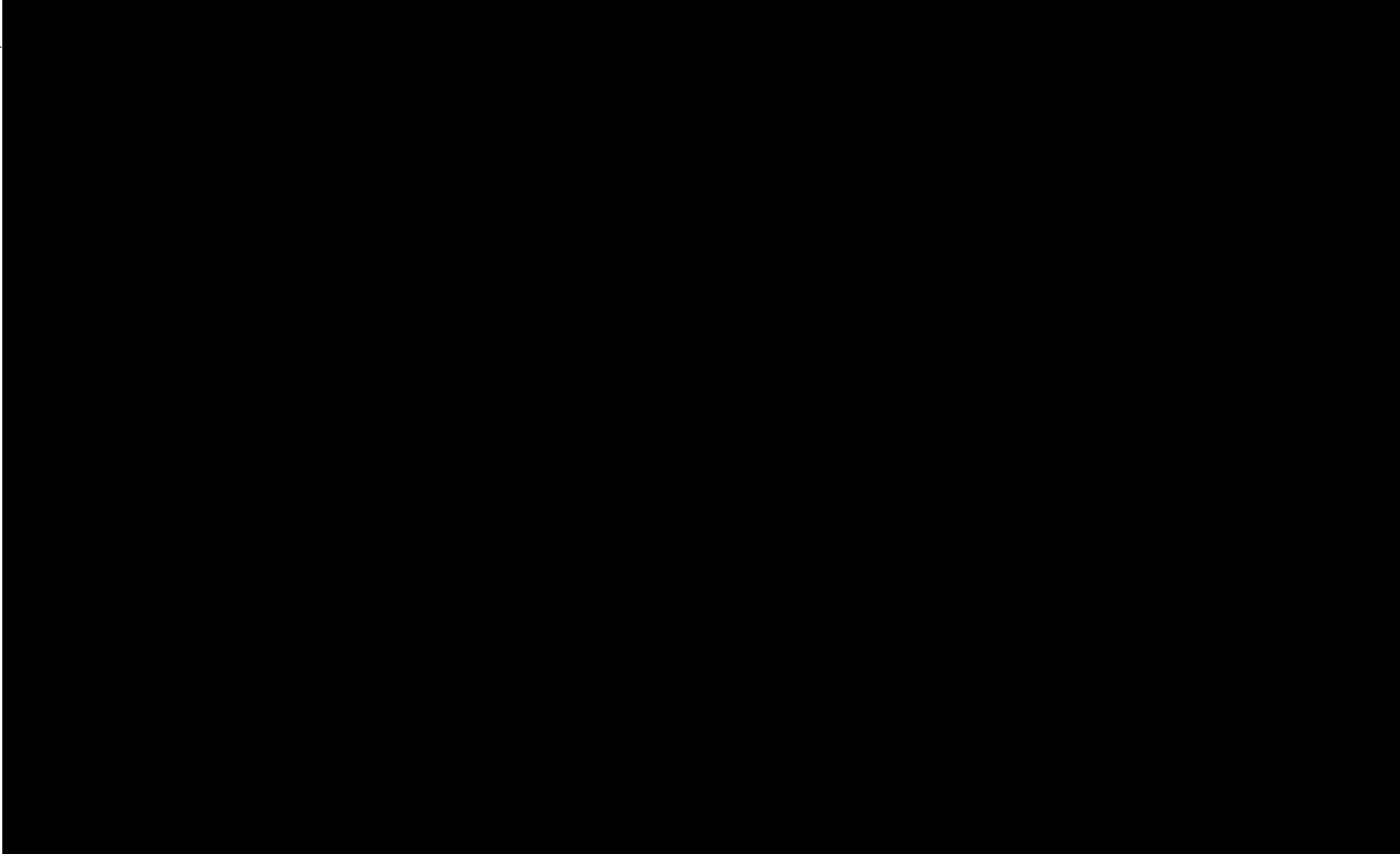
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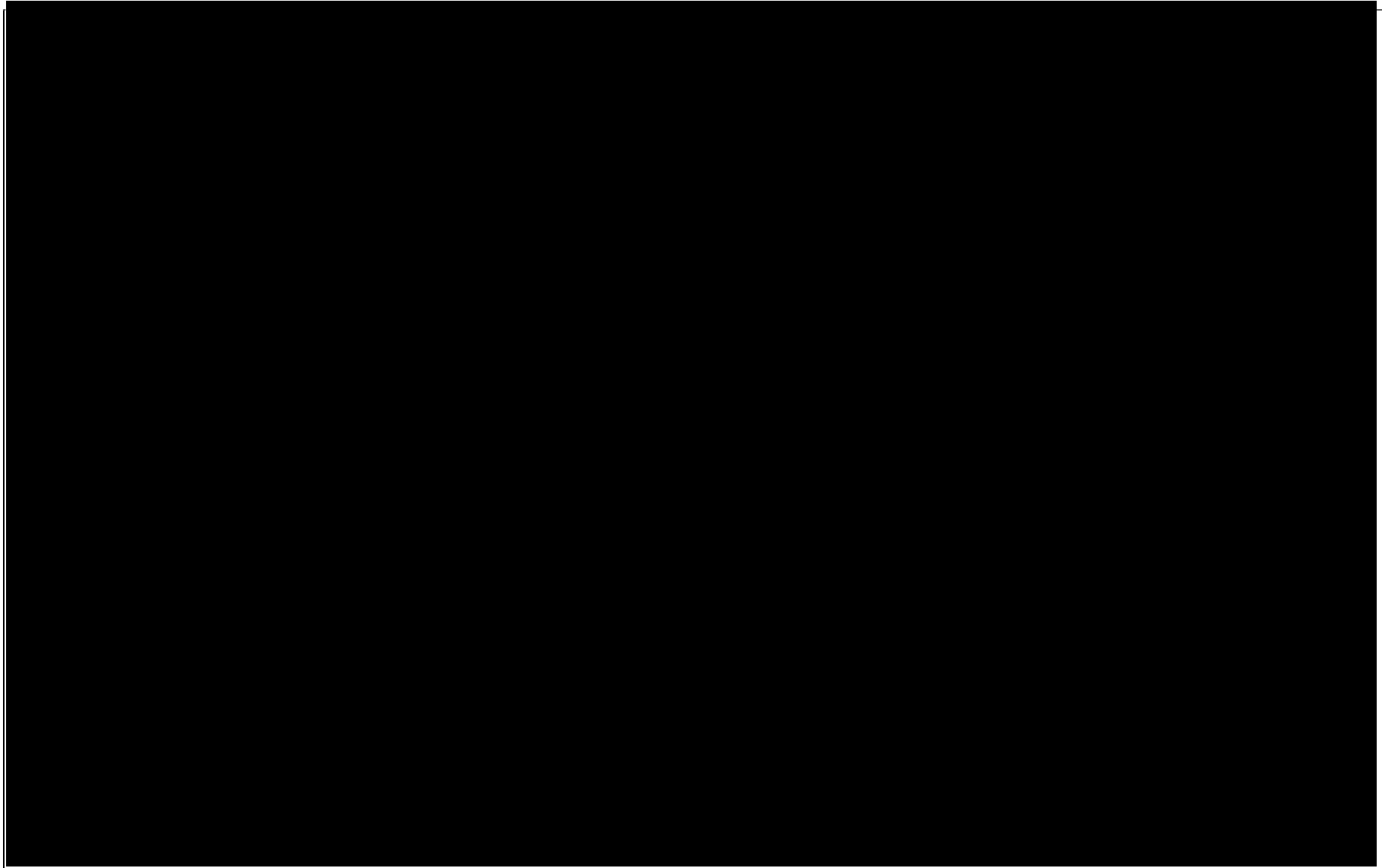
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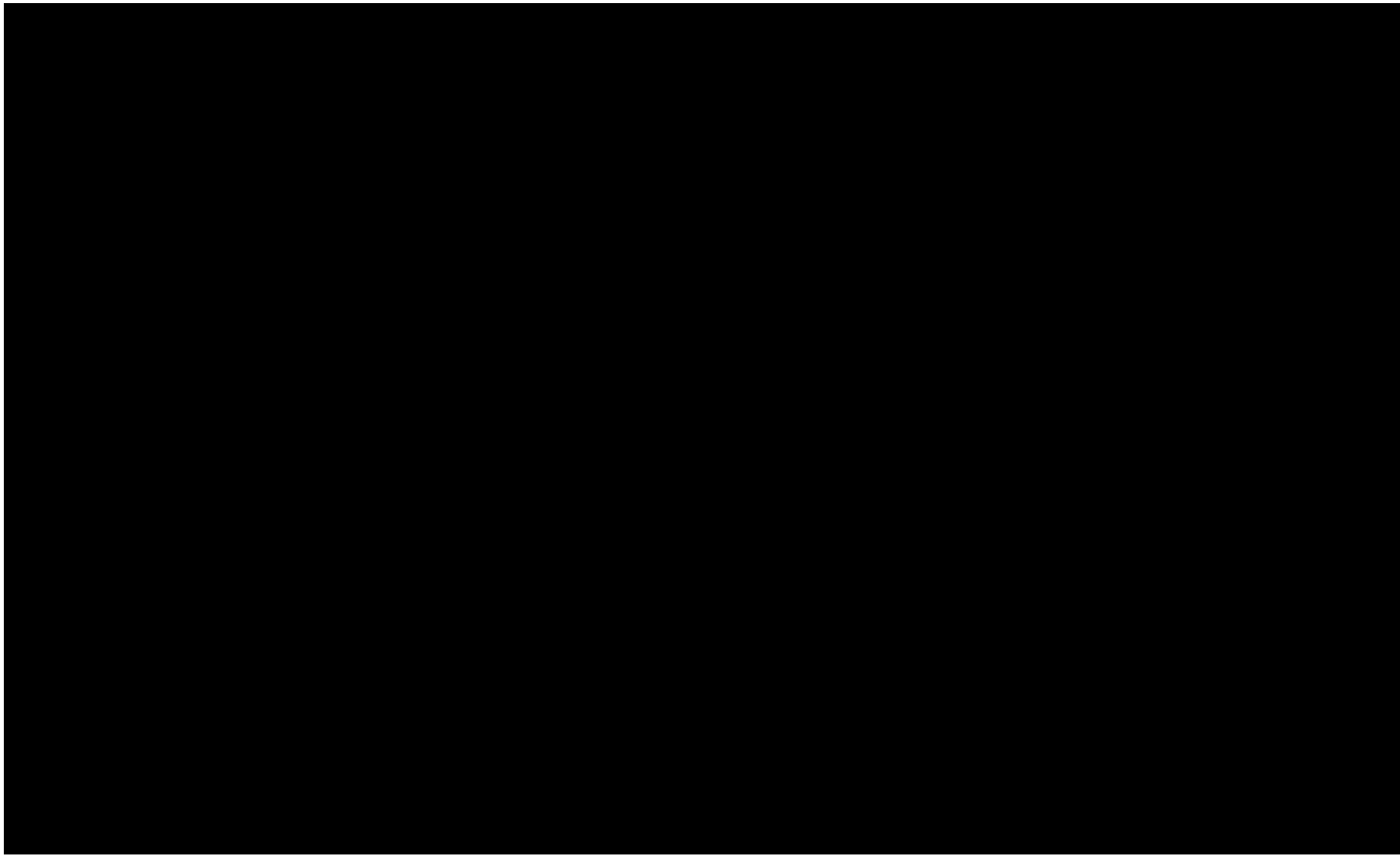
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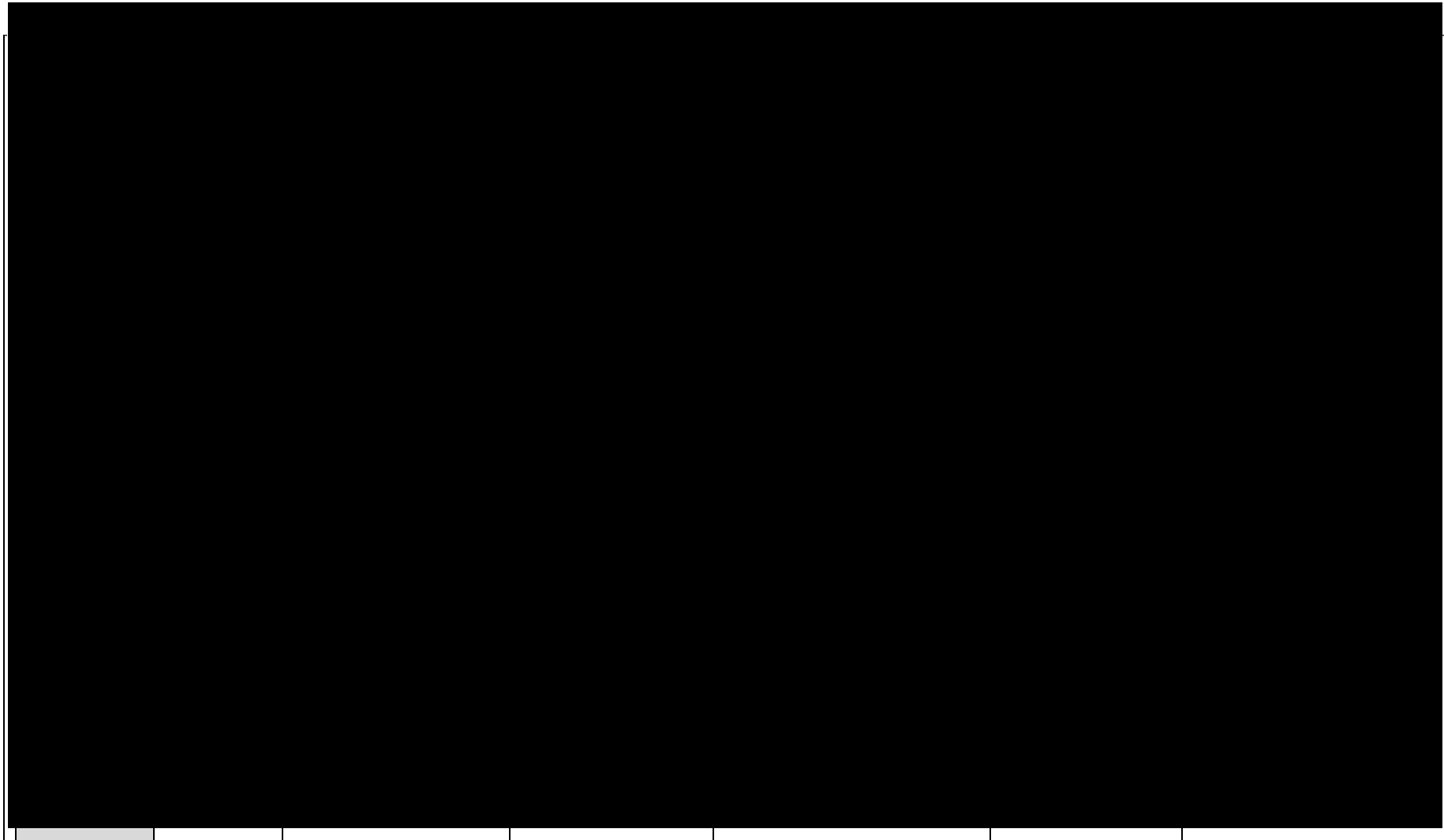
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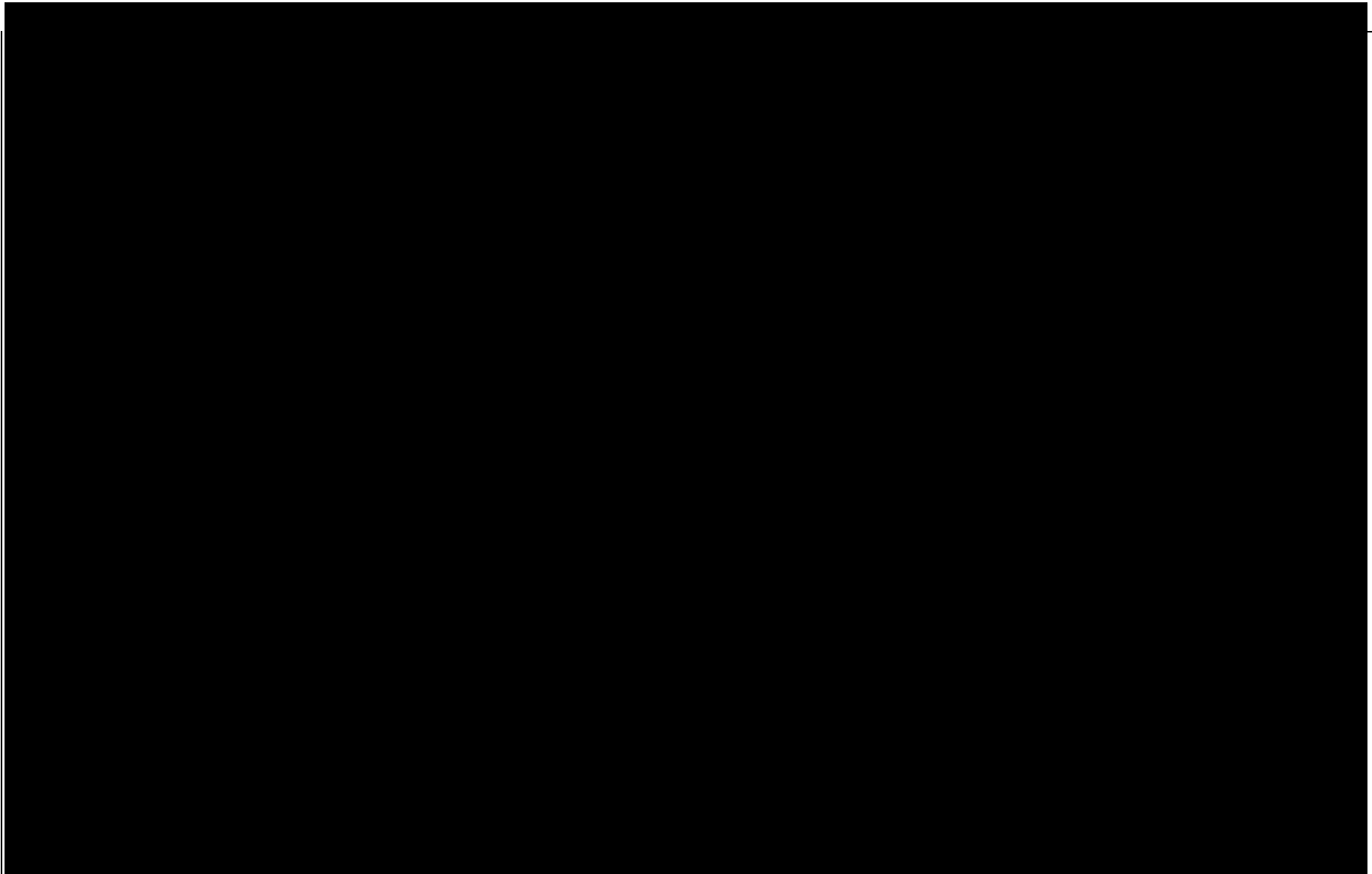
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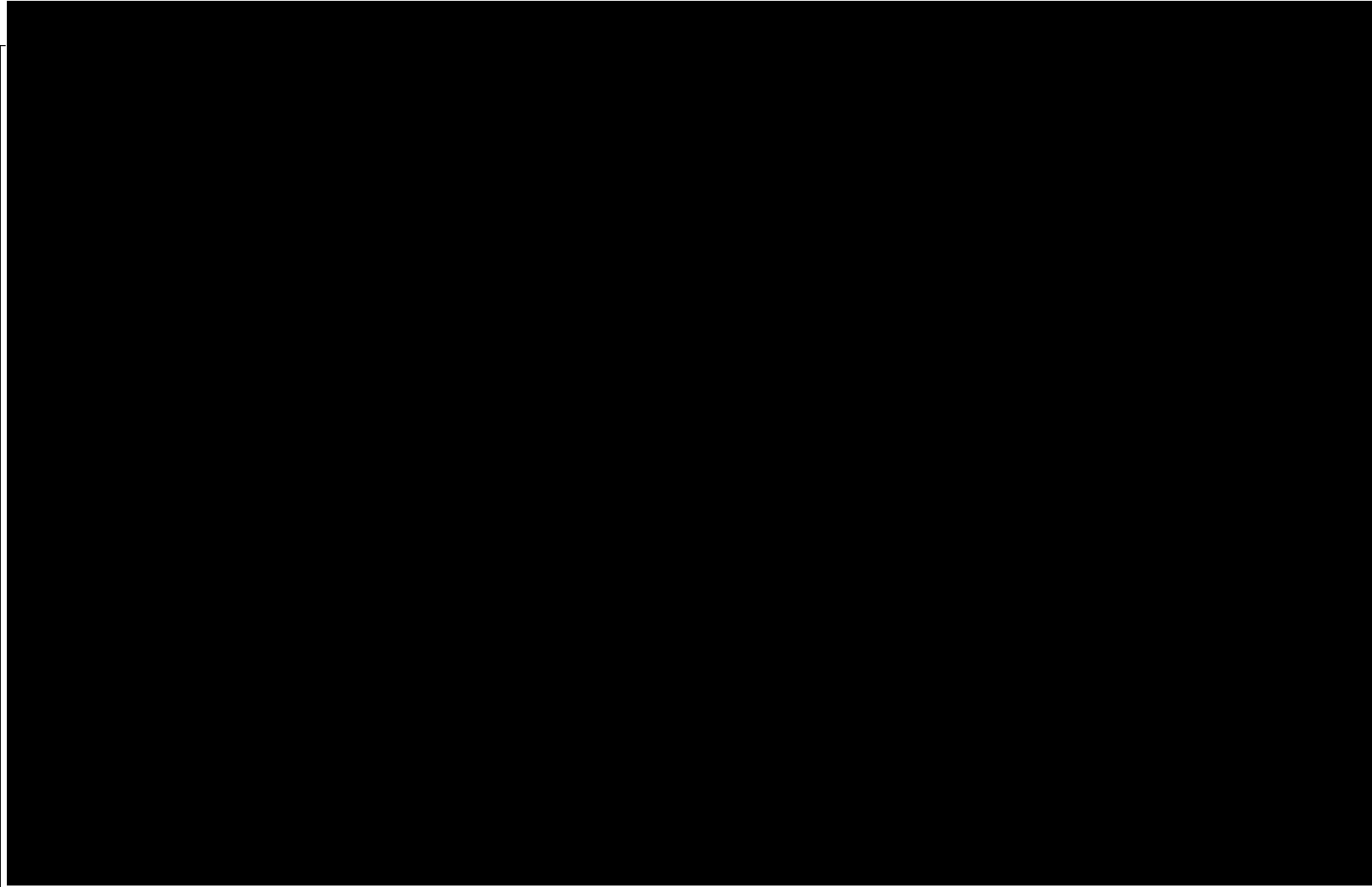
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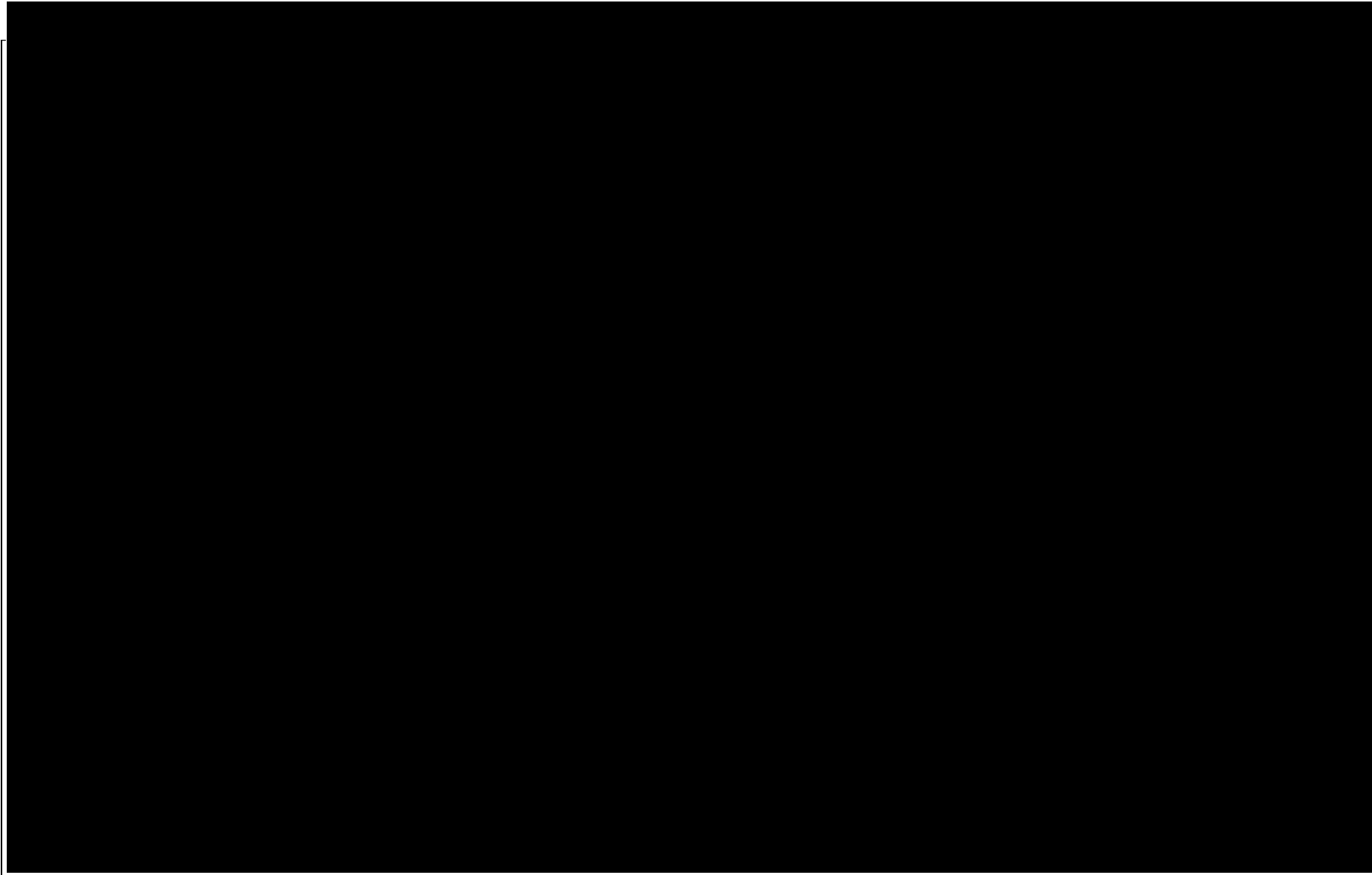
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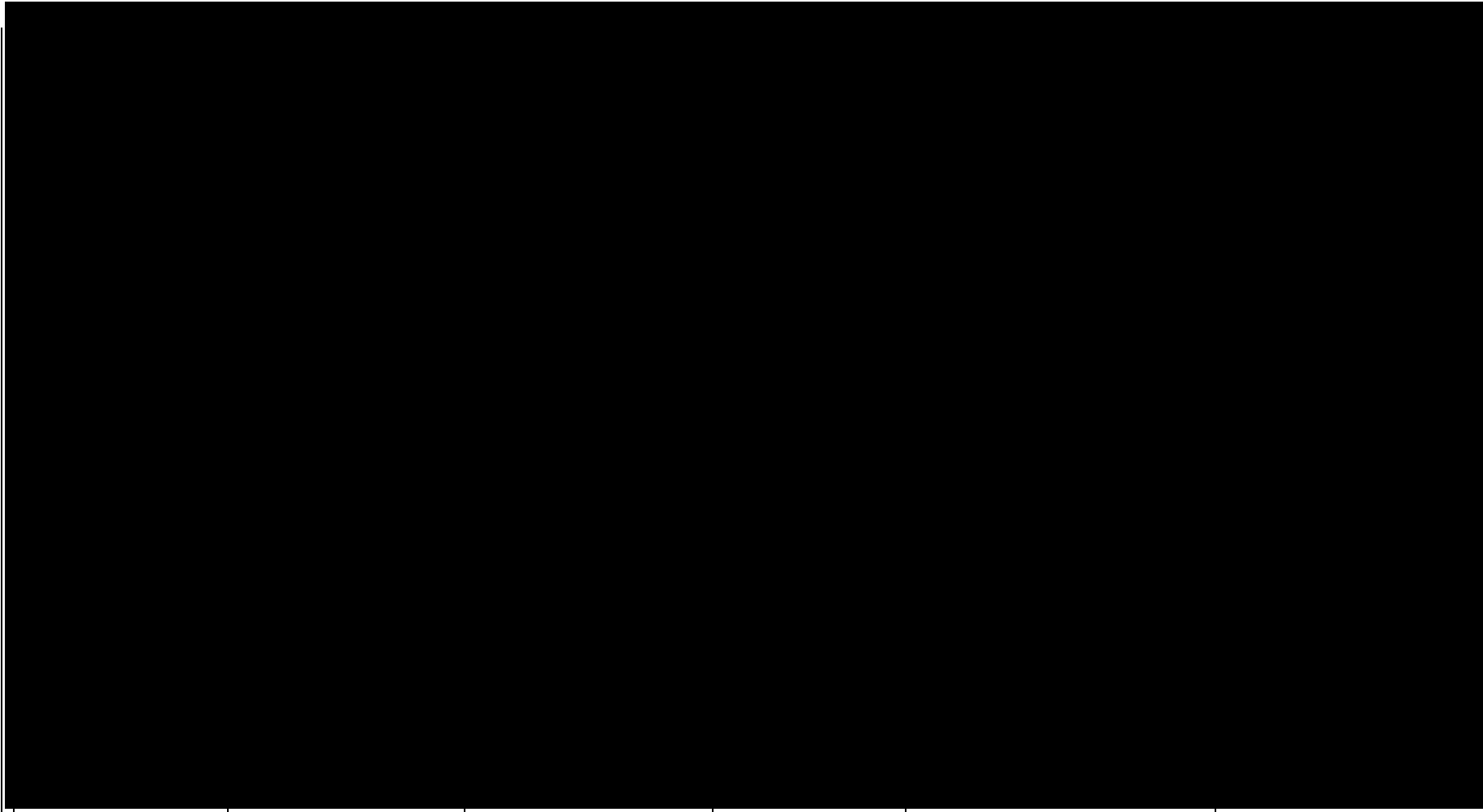
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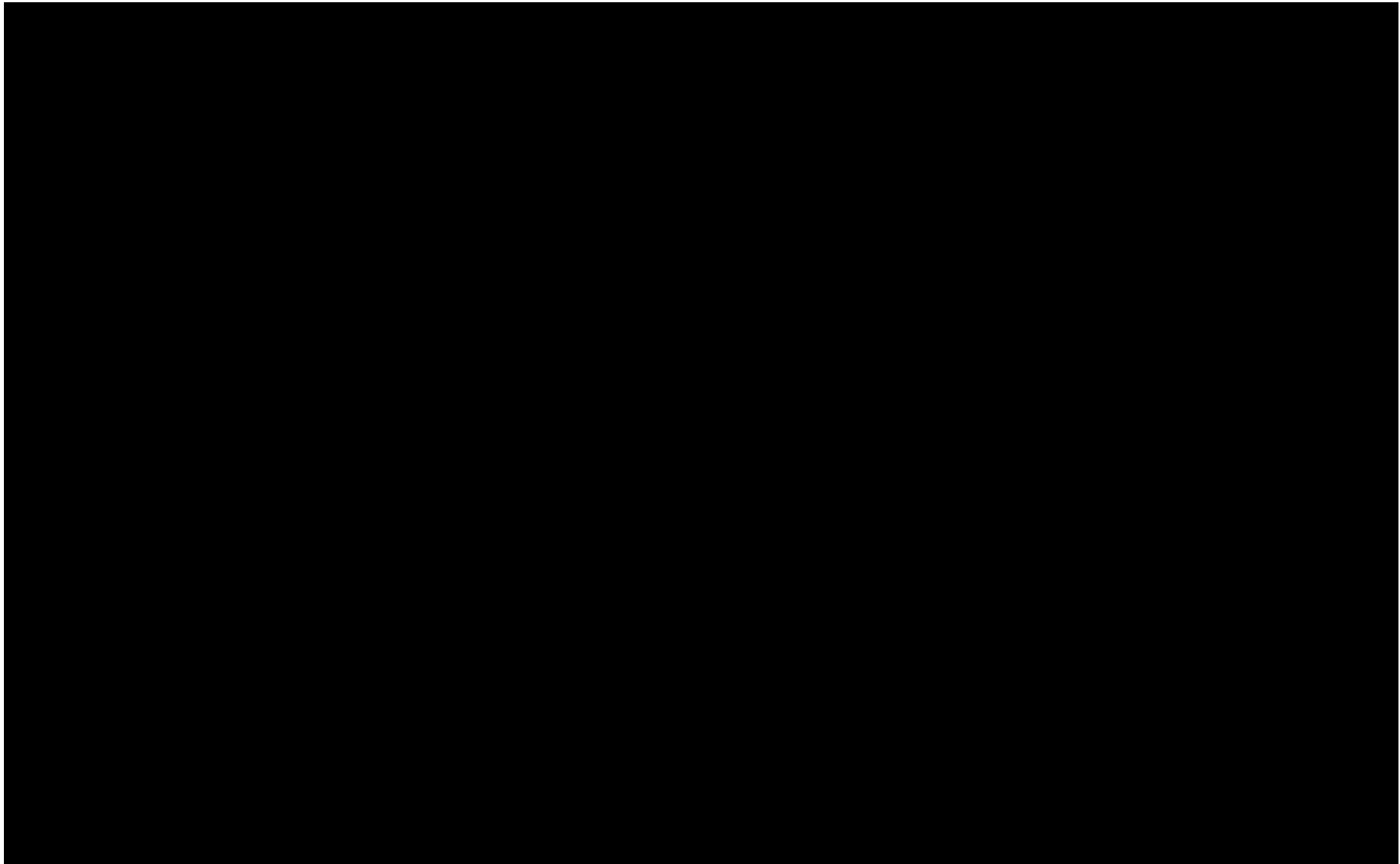
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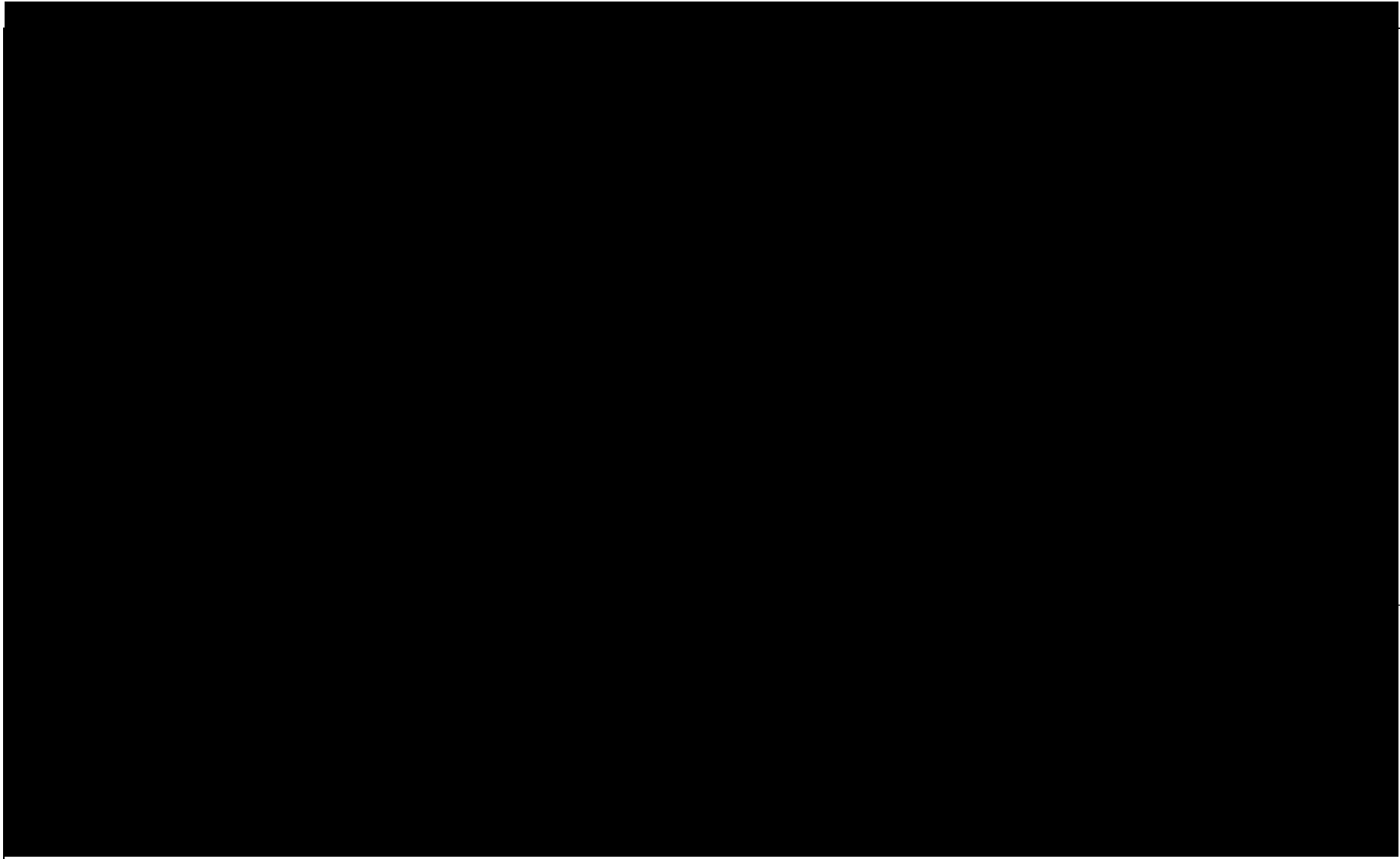
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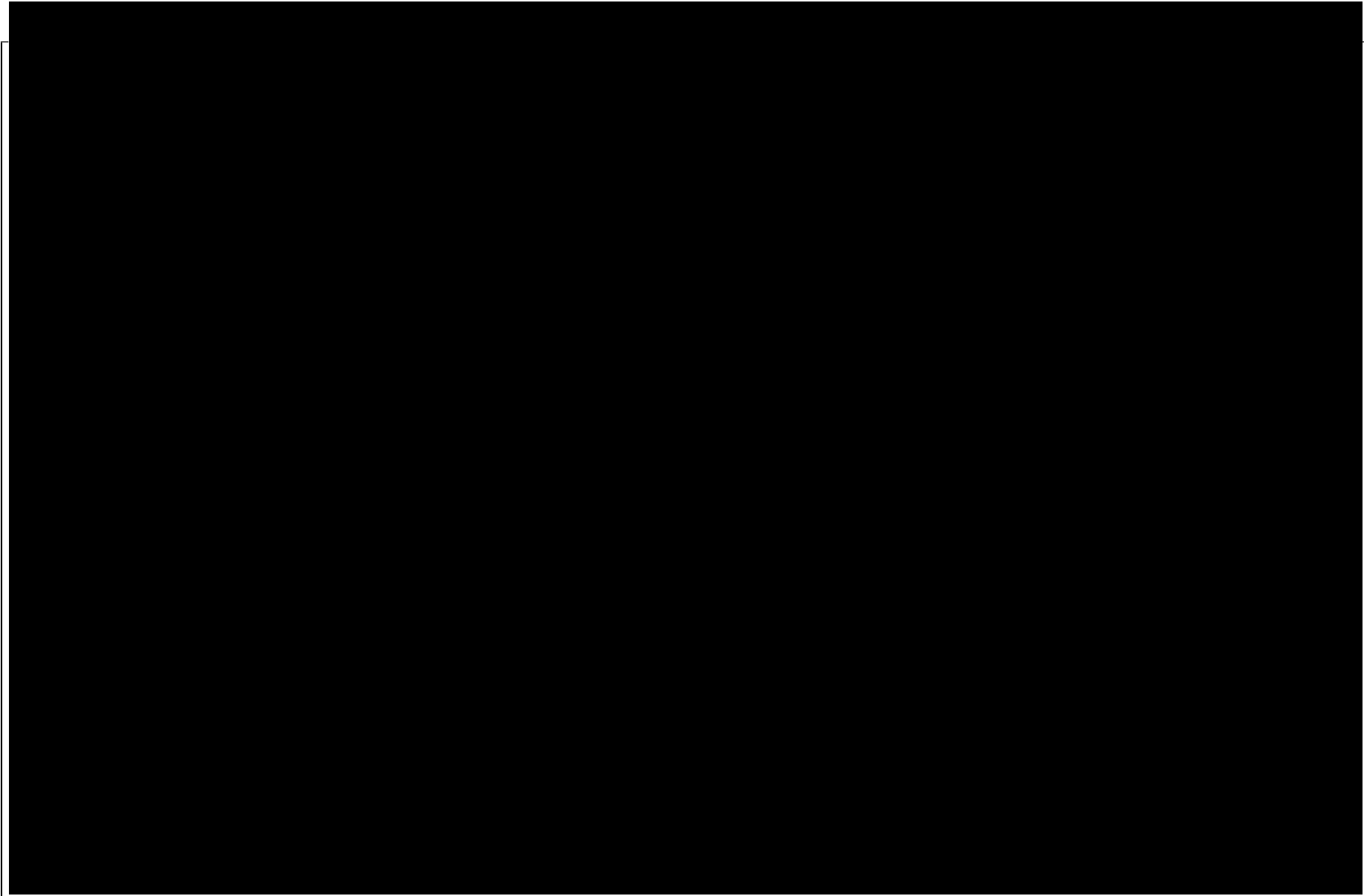
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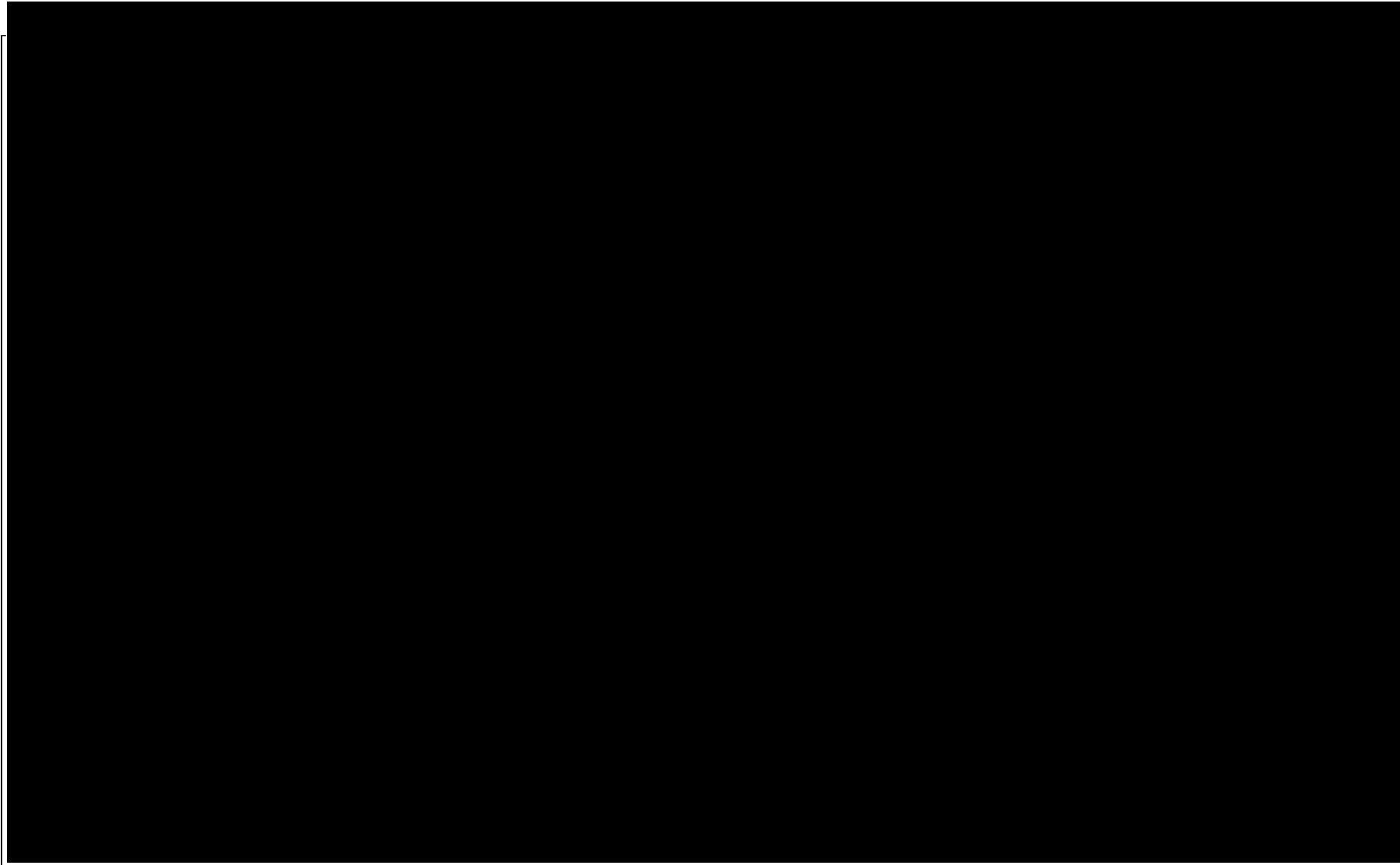
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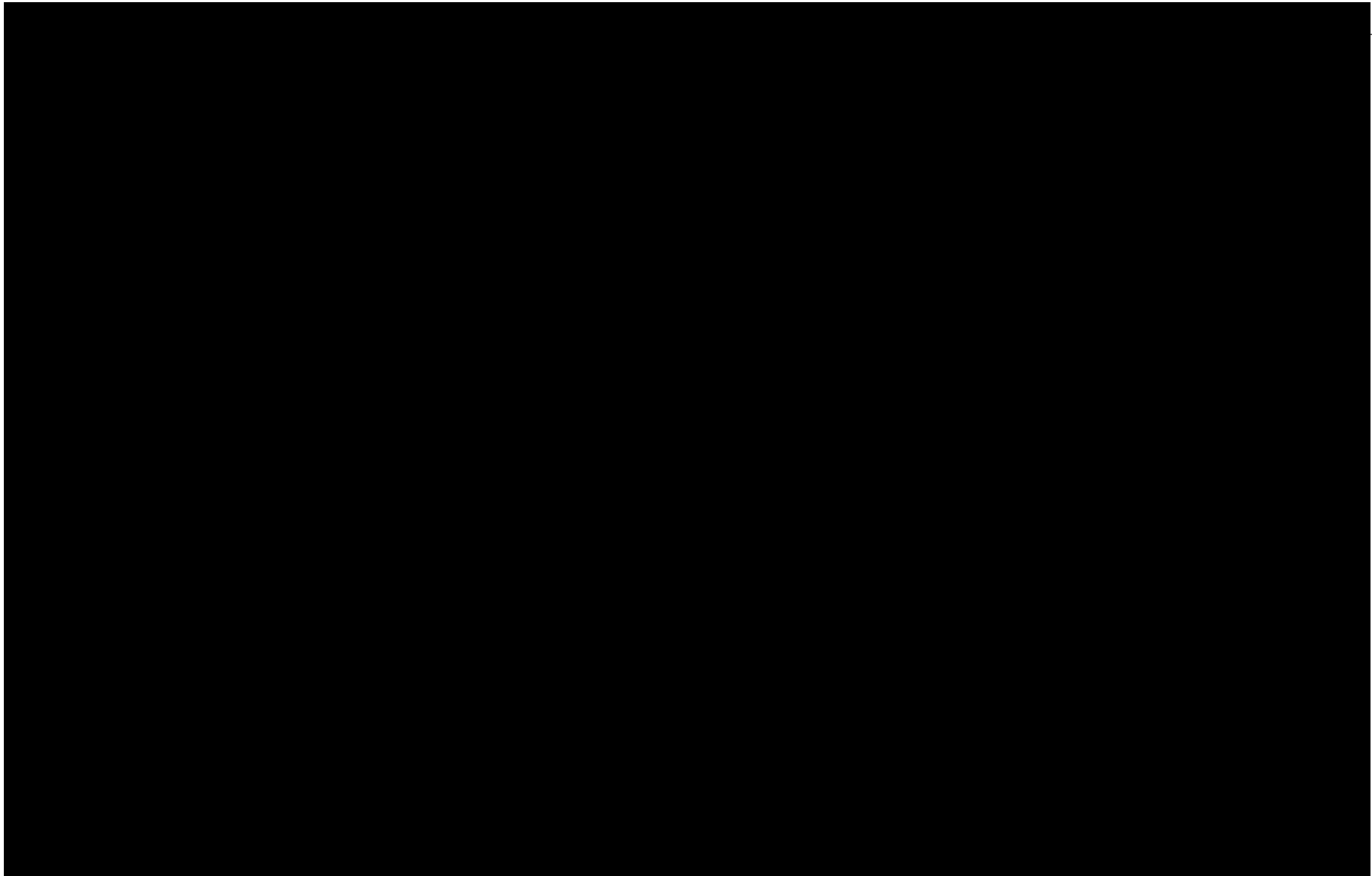
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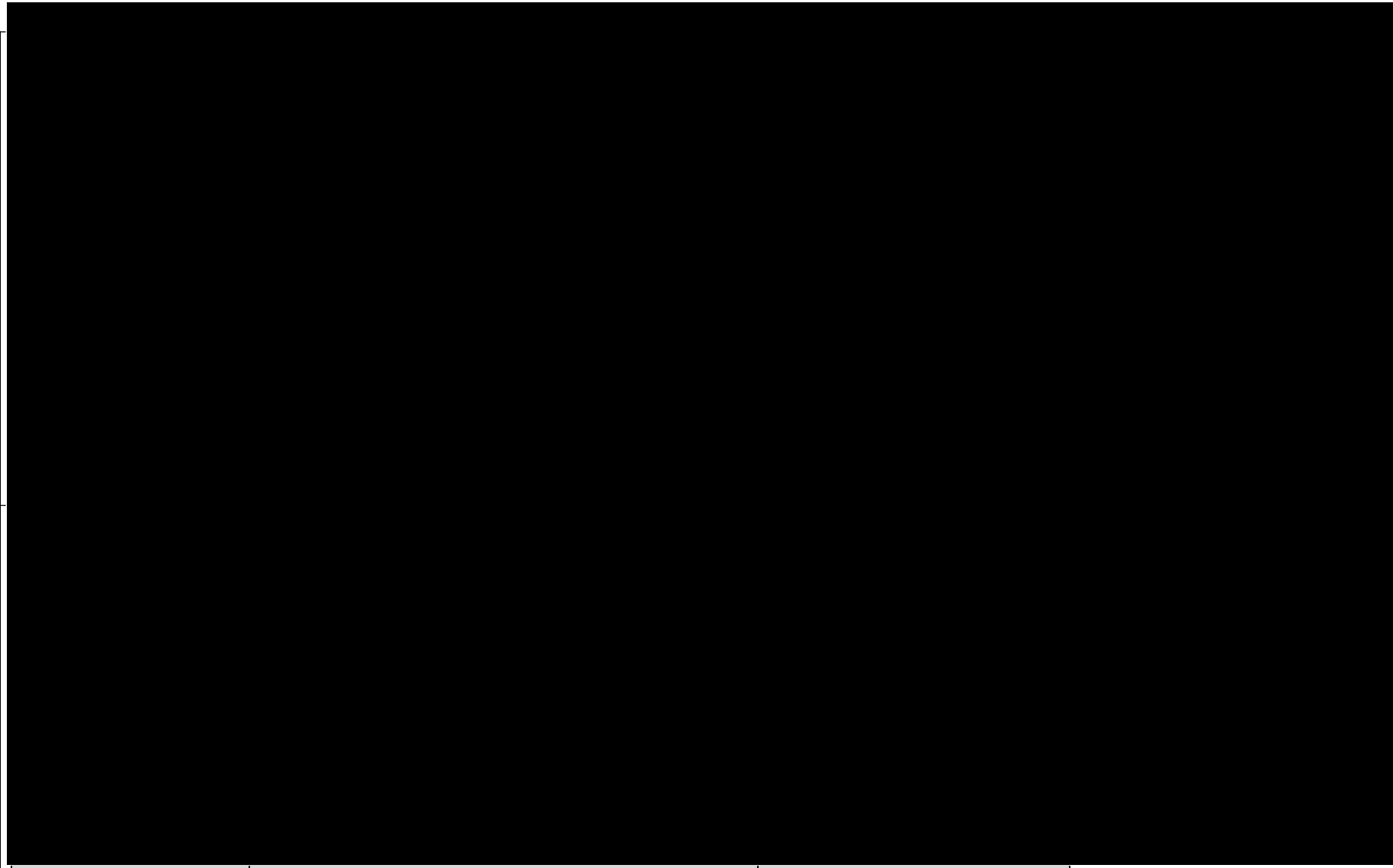
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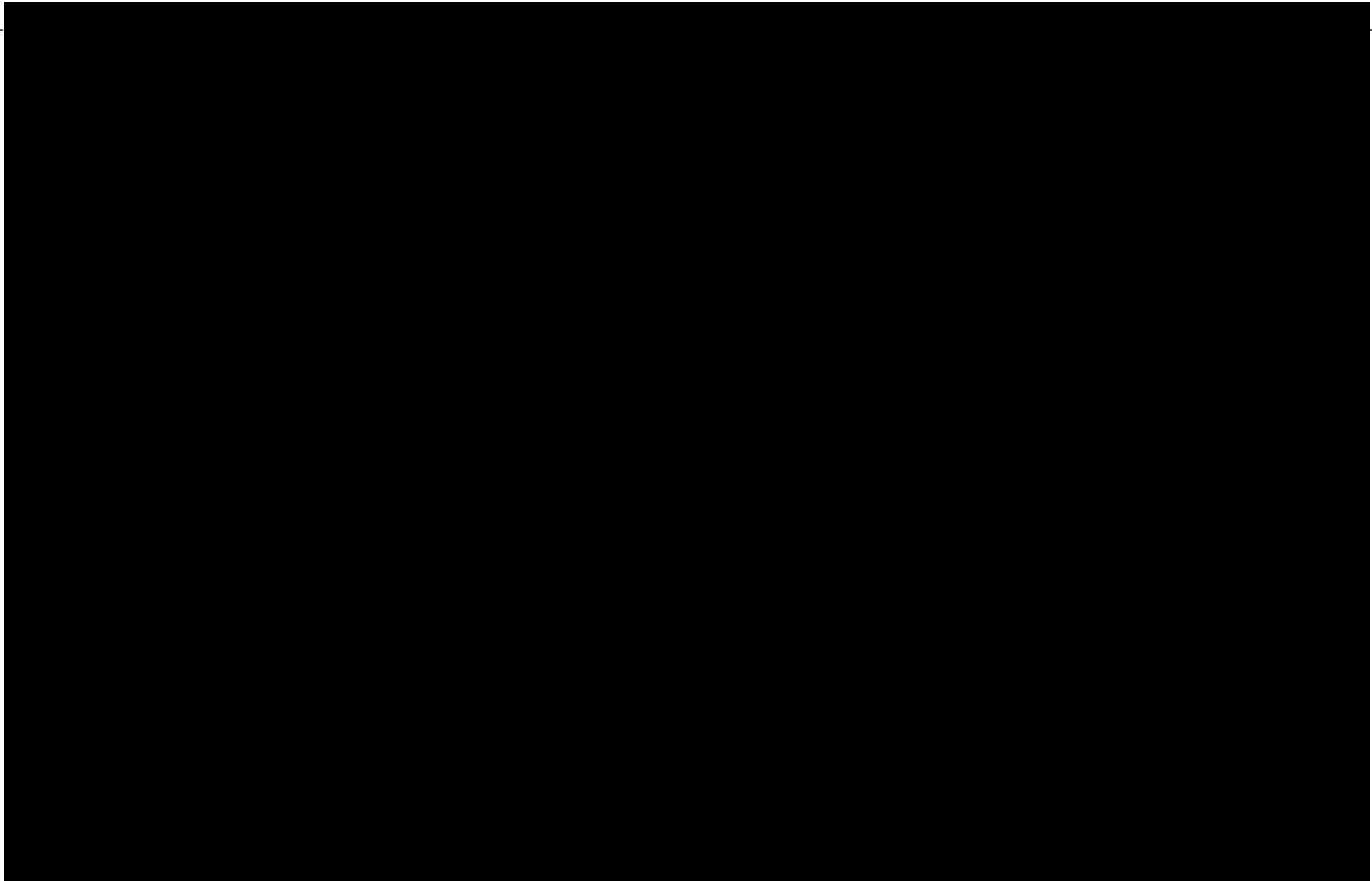




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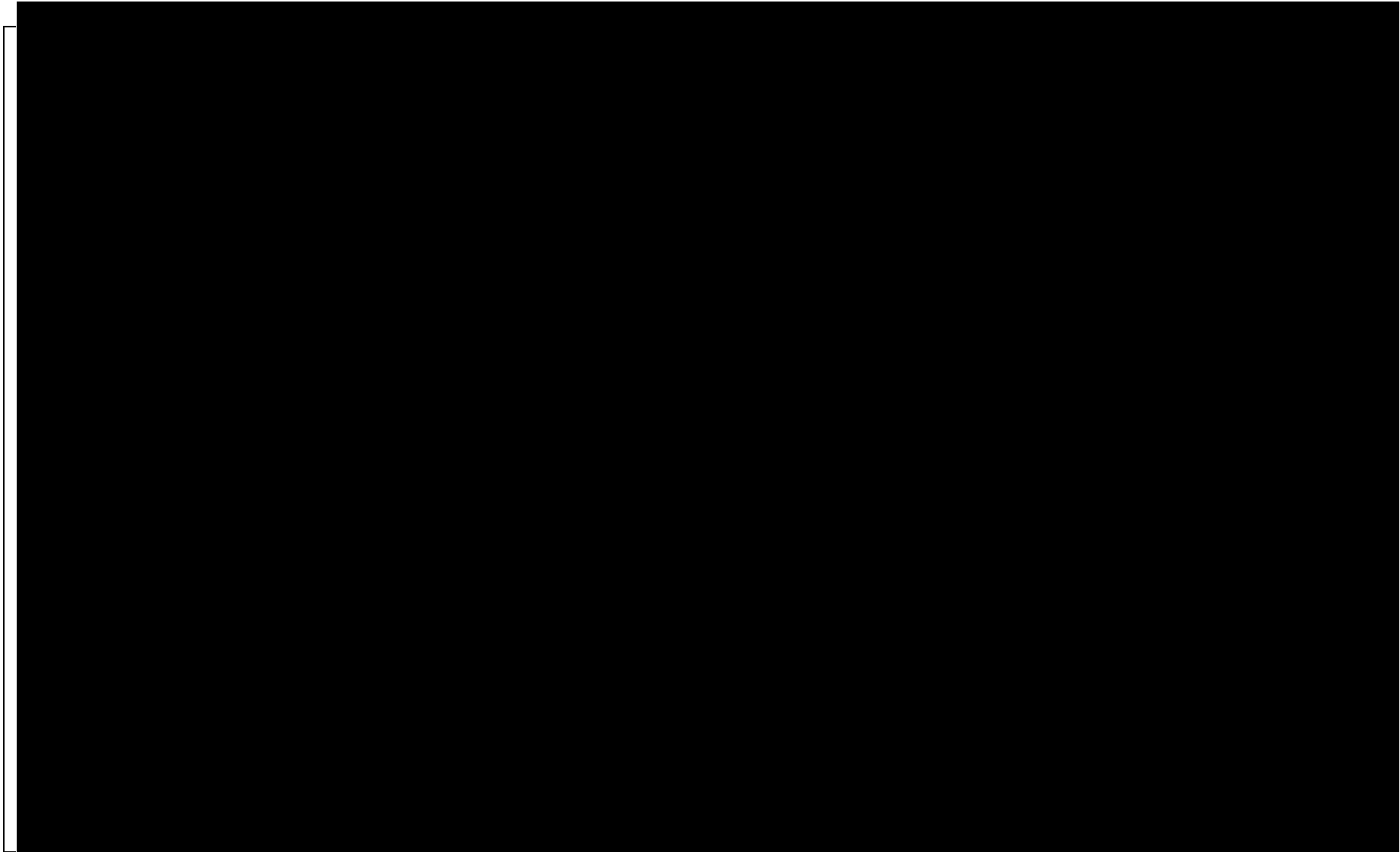
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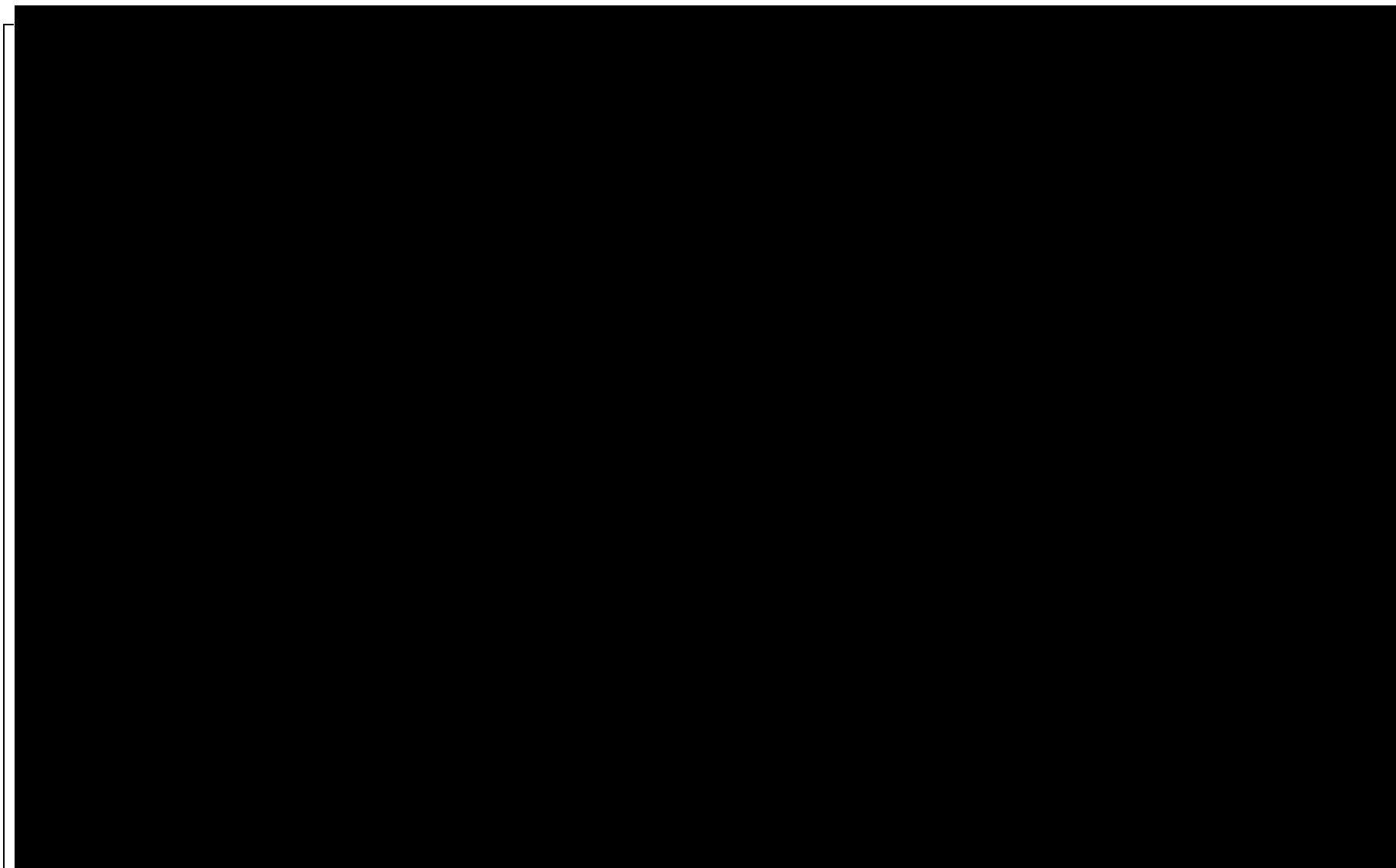
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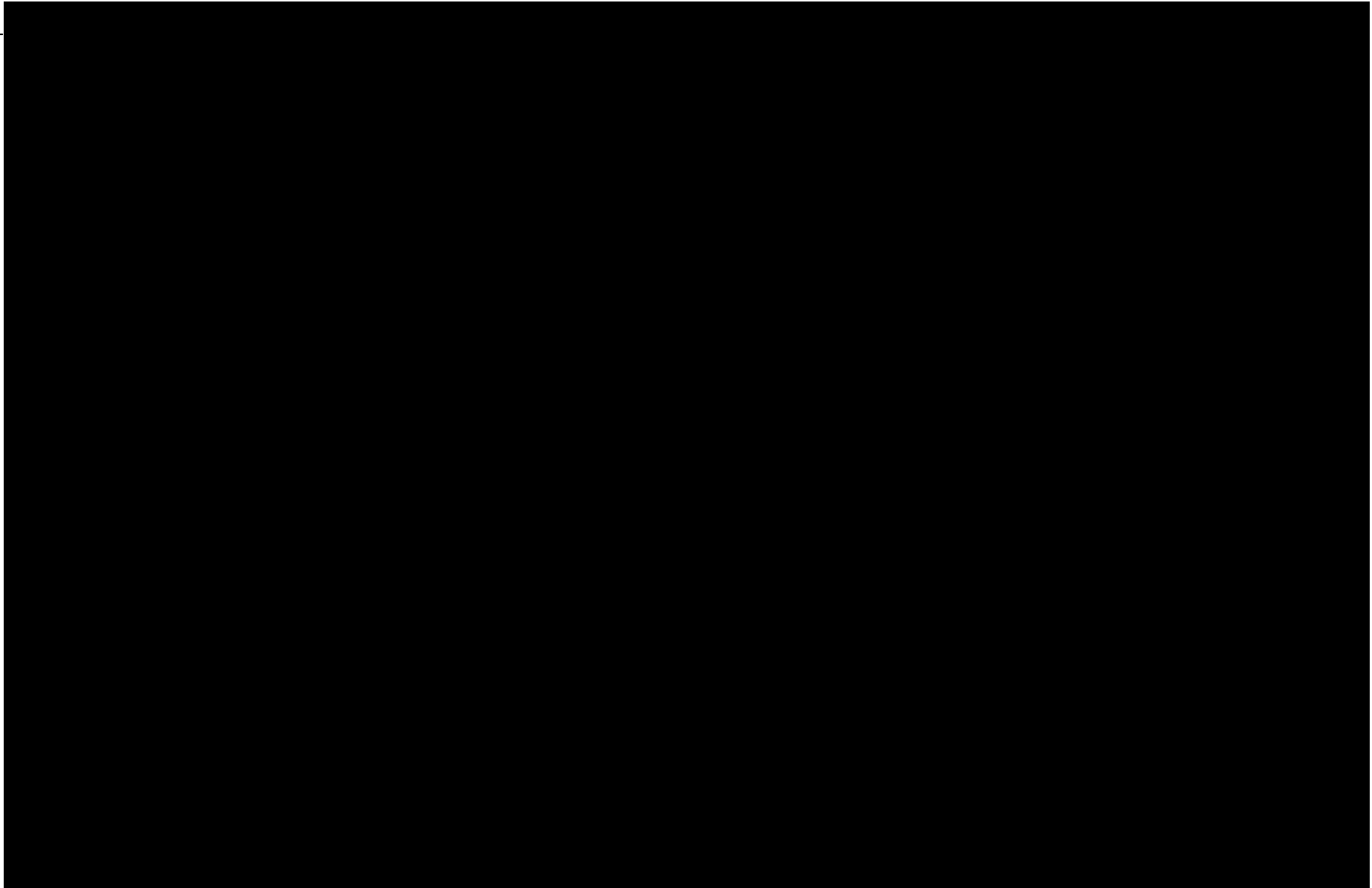
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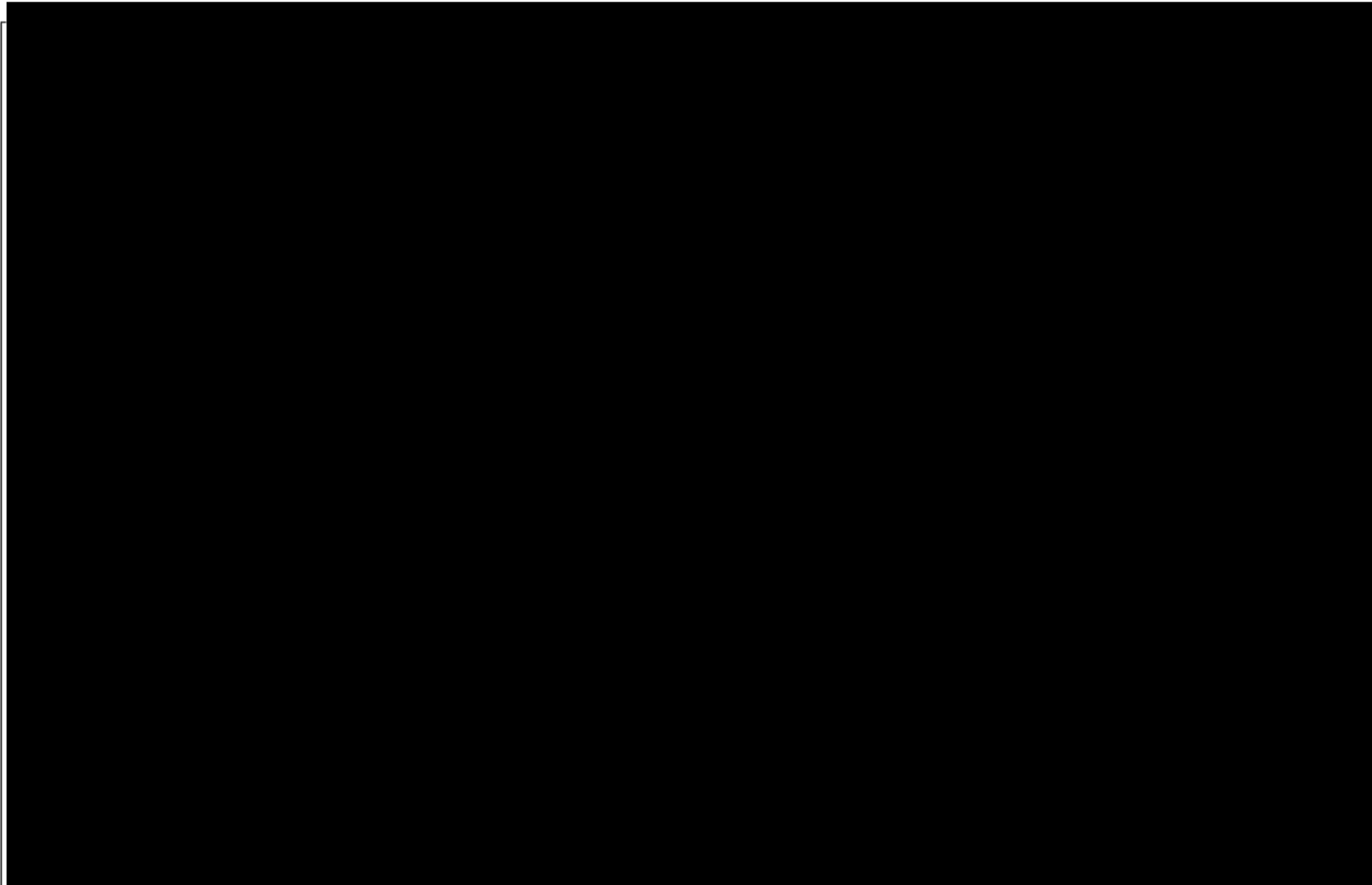
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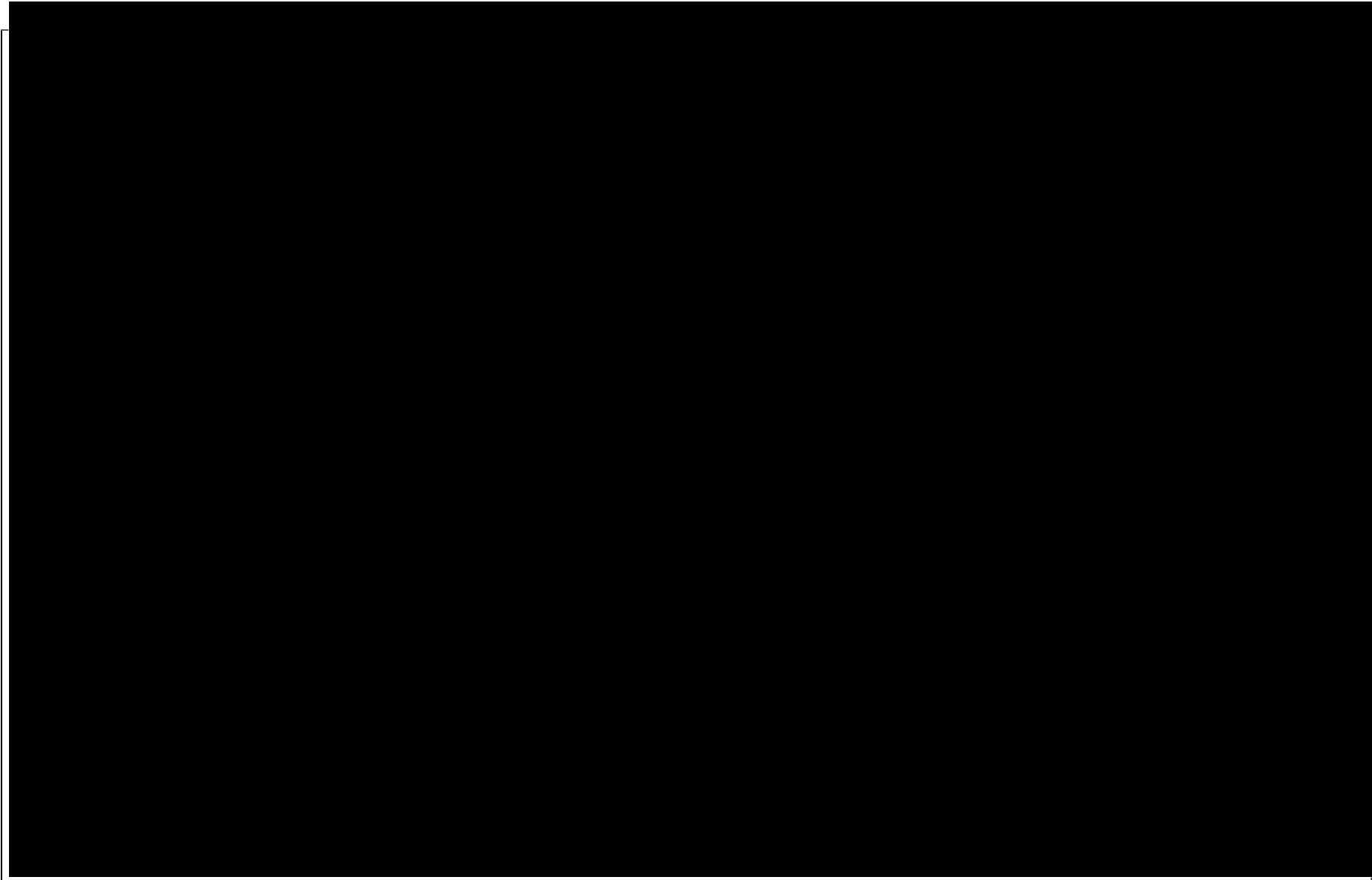
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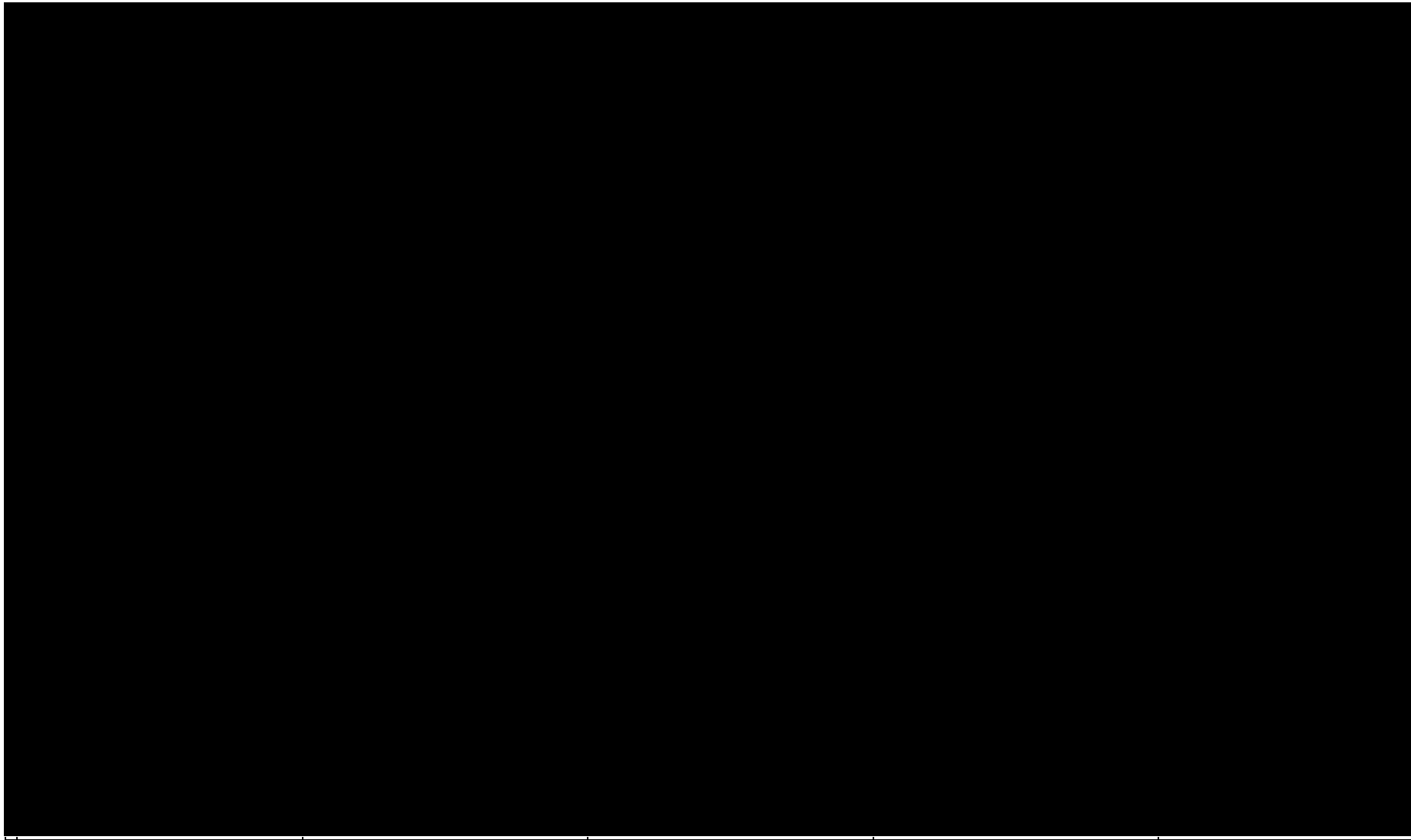




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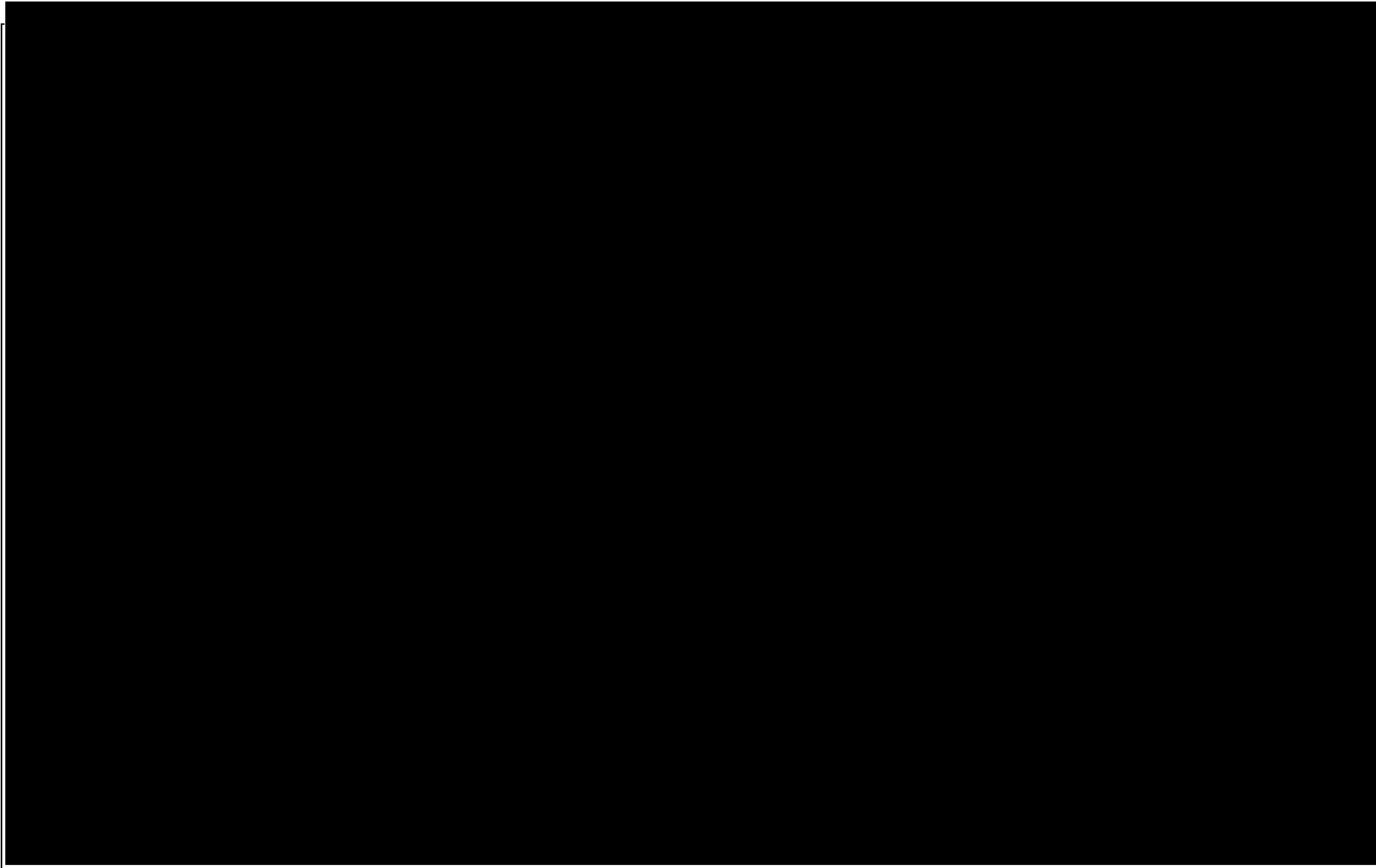
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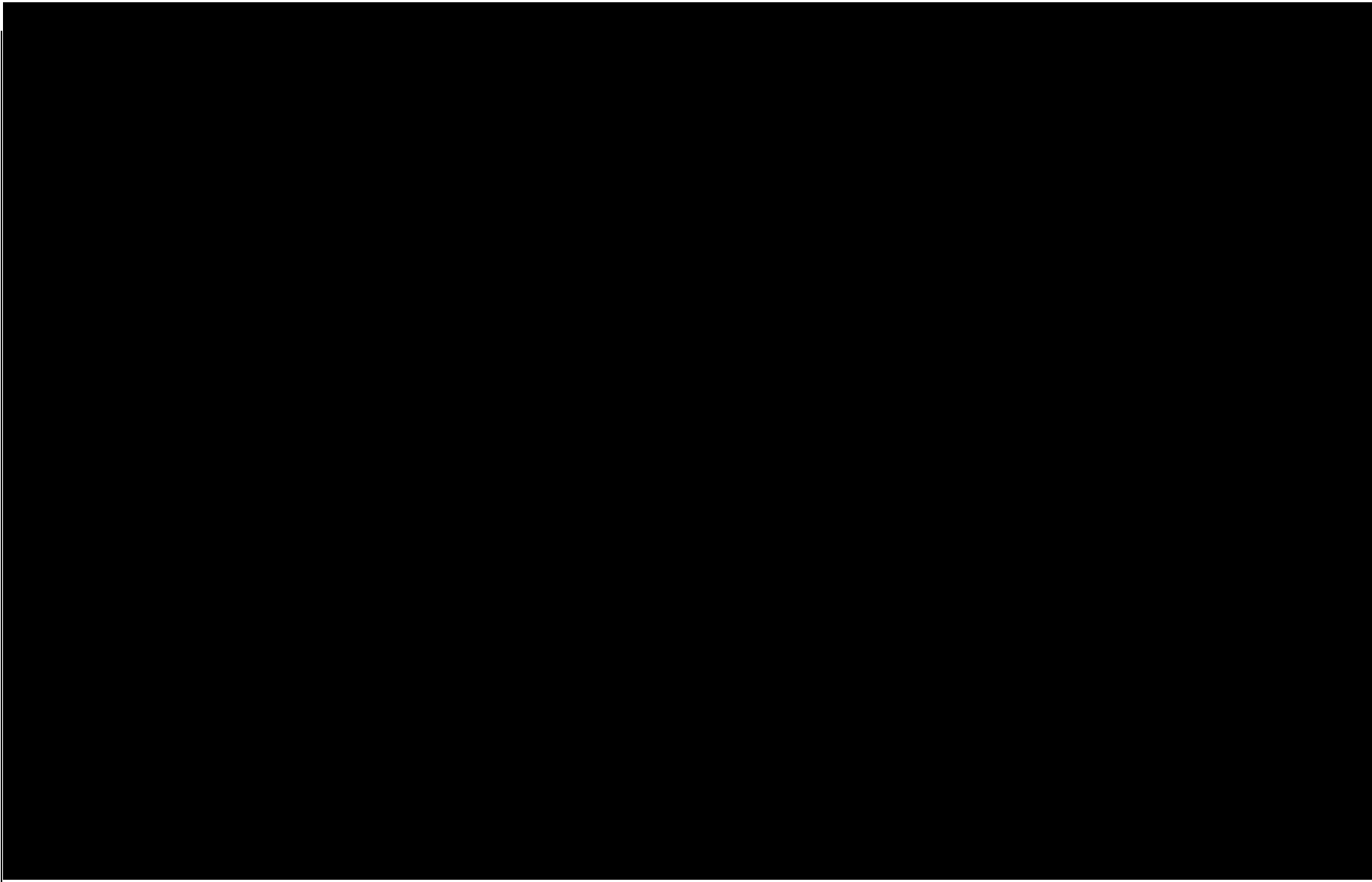
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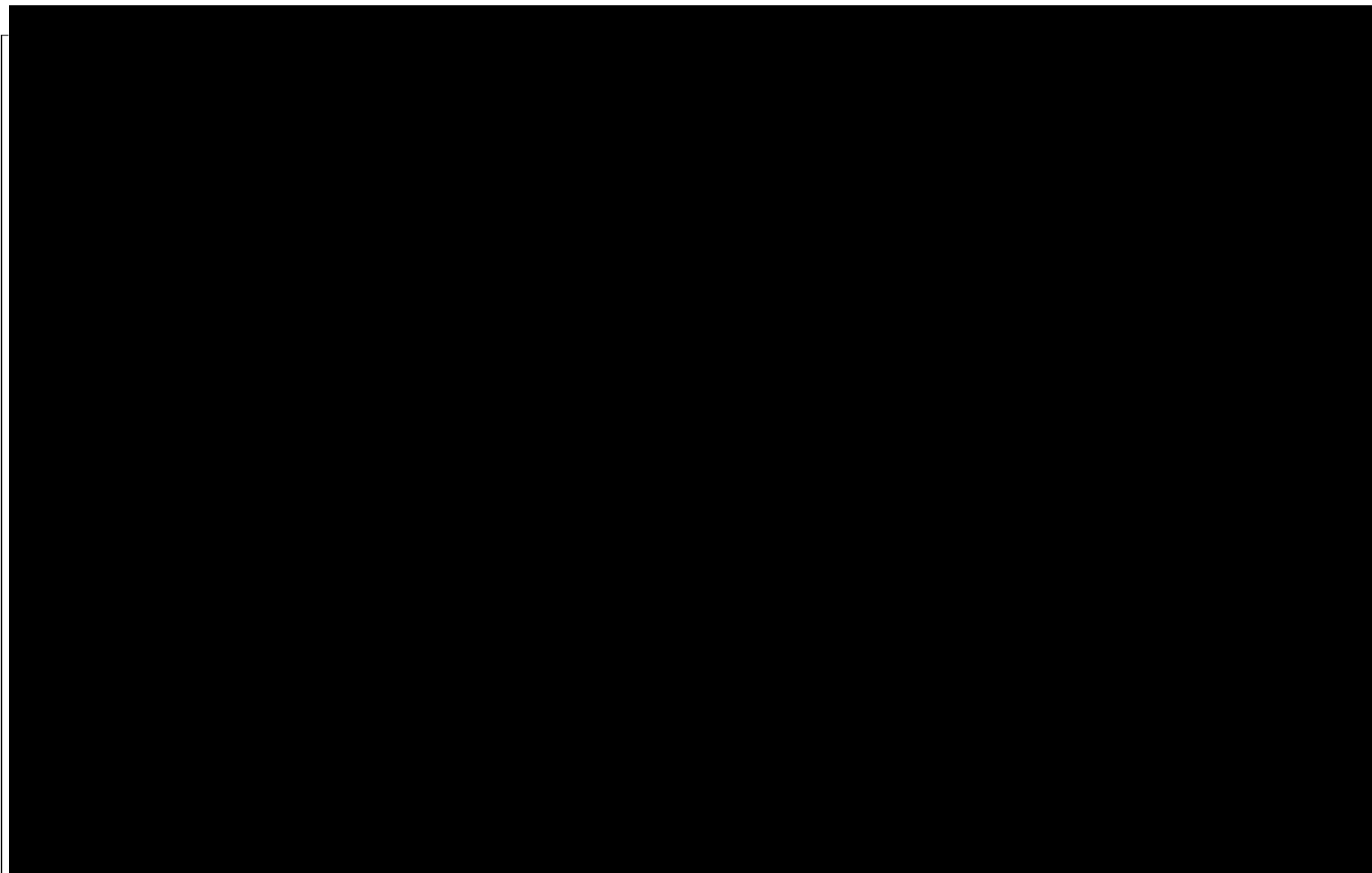
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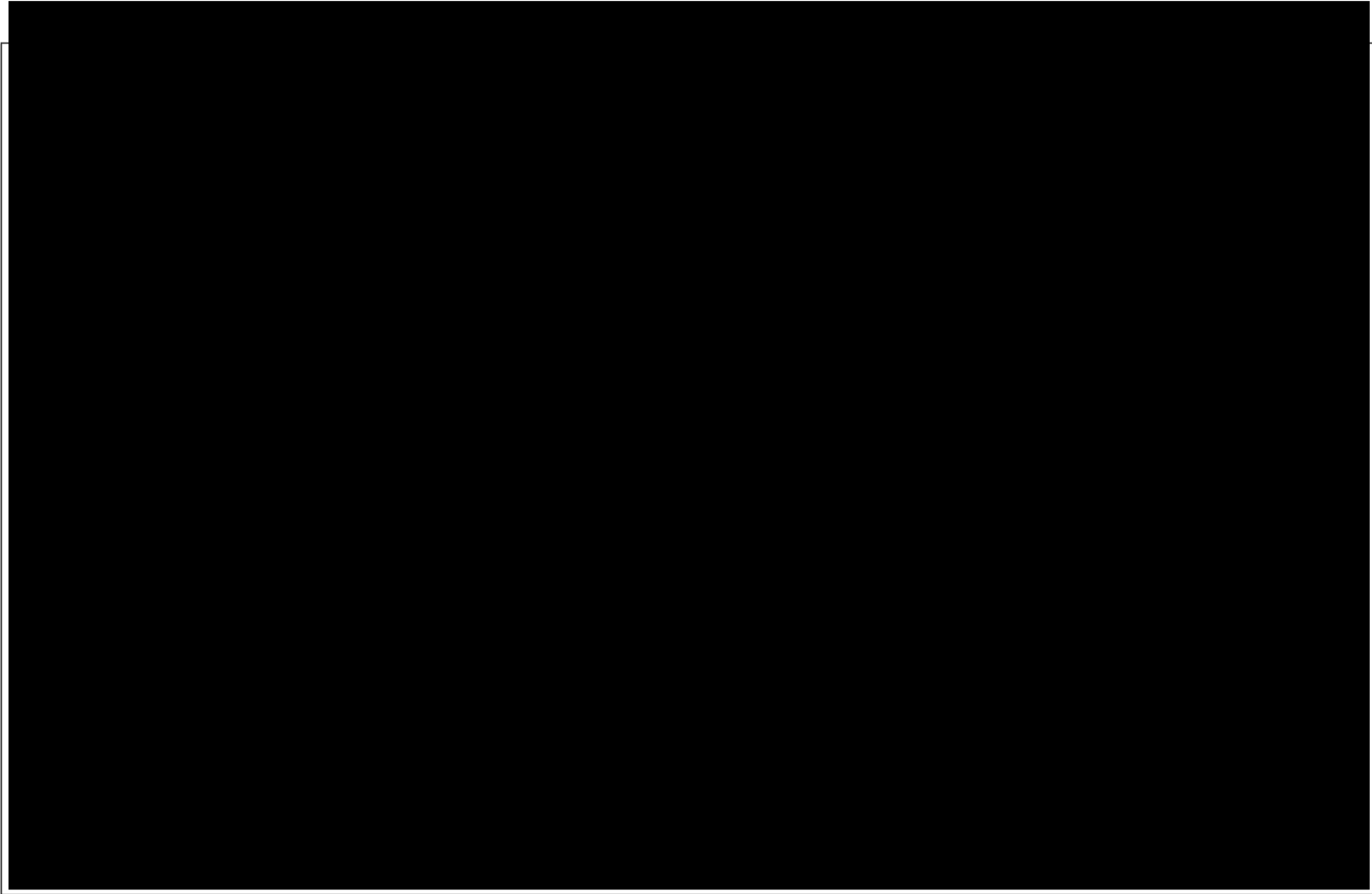
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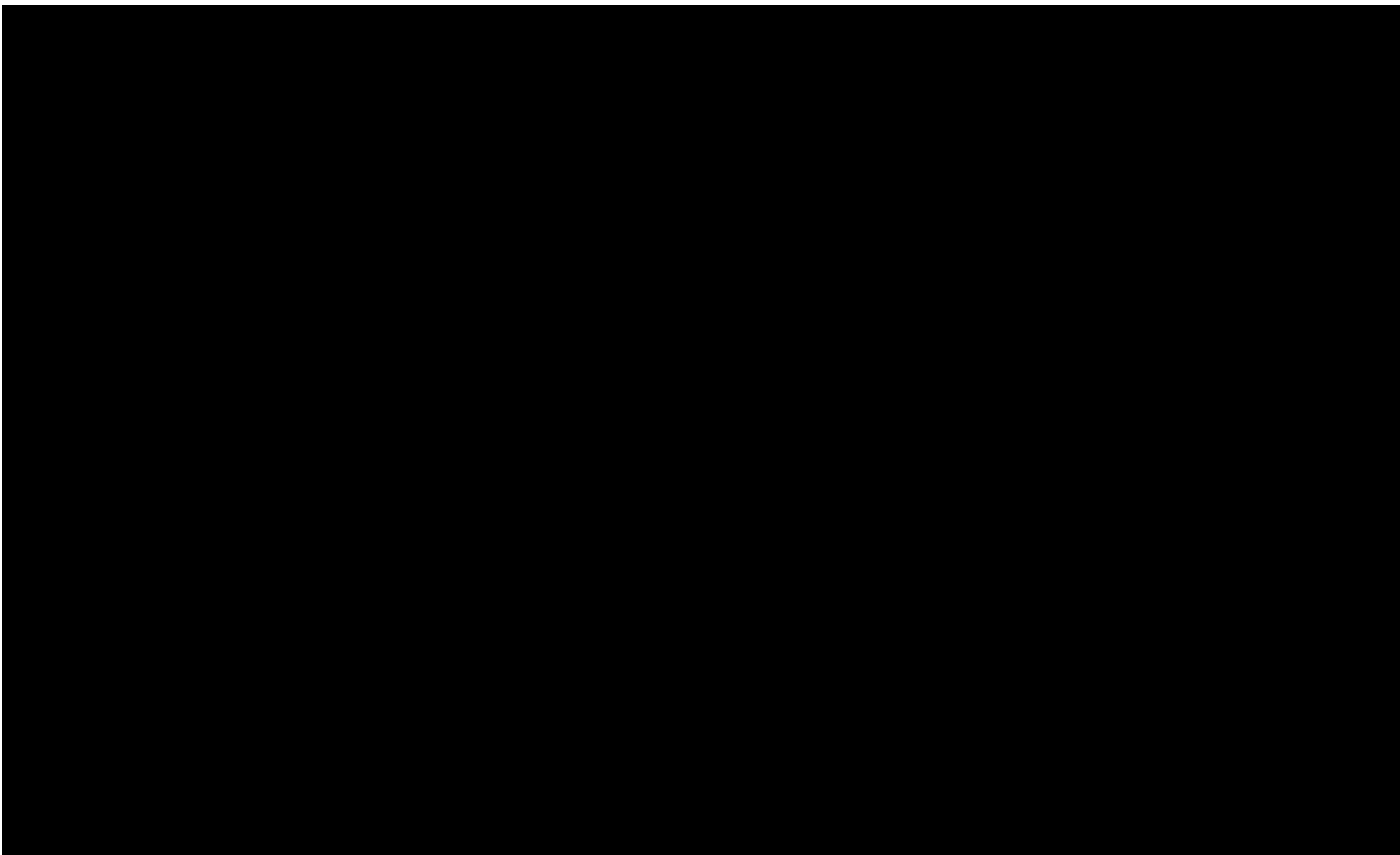
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Shared Business Services



Shared vision. **Better together.**



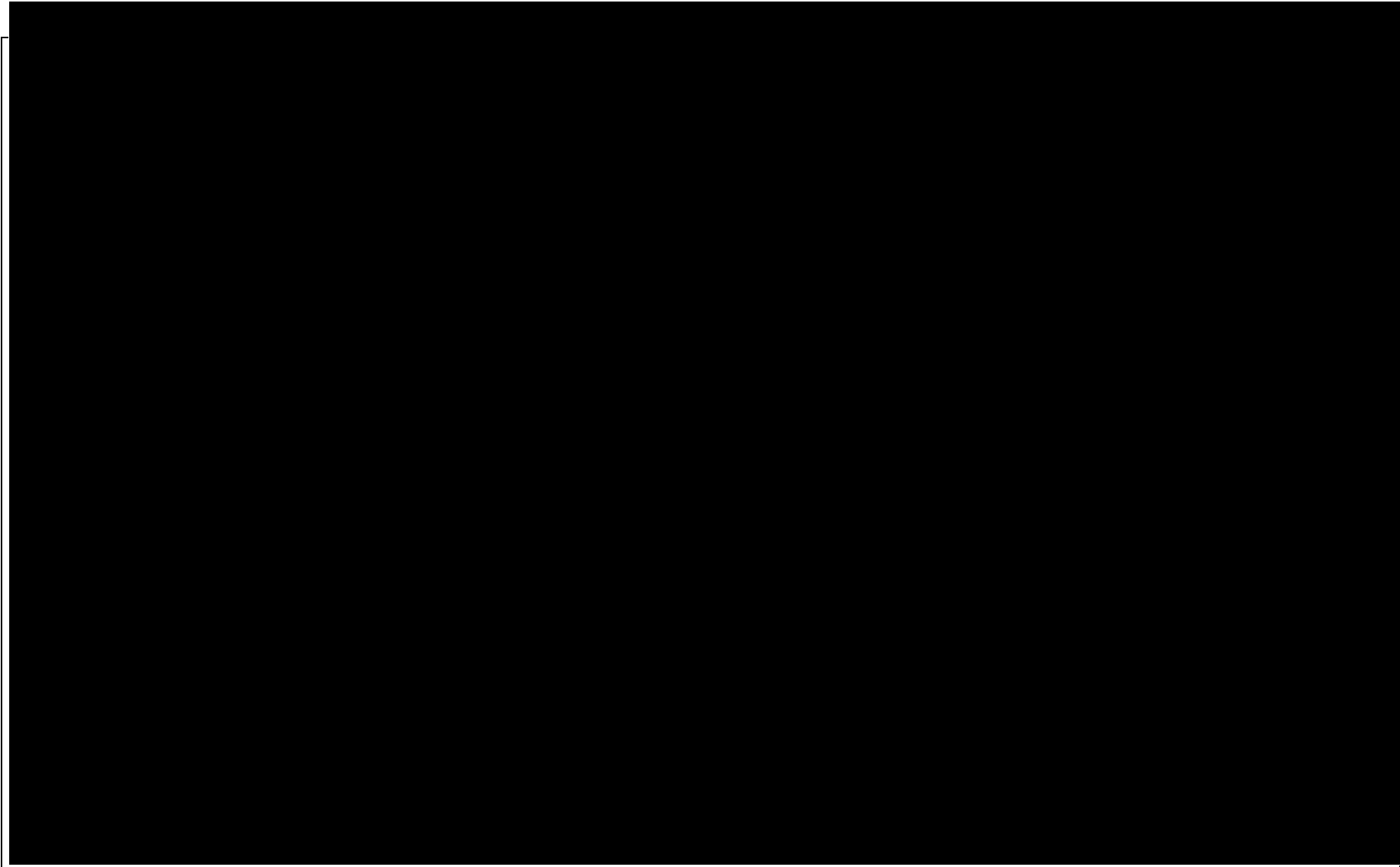
Shared Business Services



Shared vision. **Better together.**



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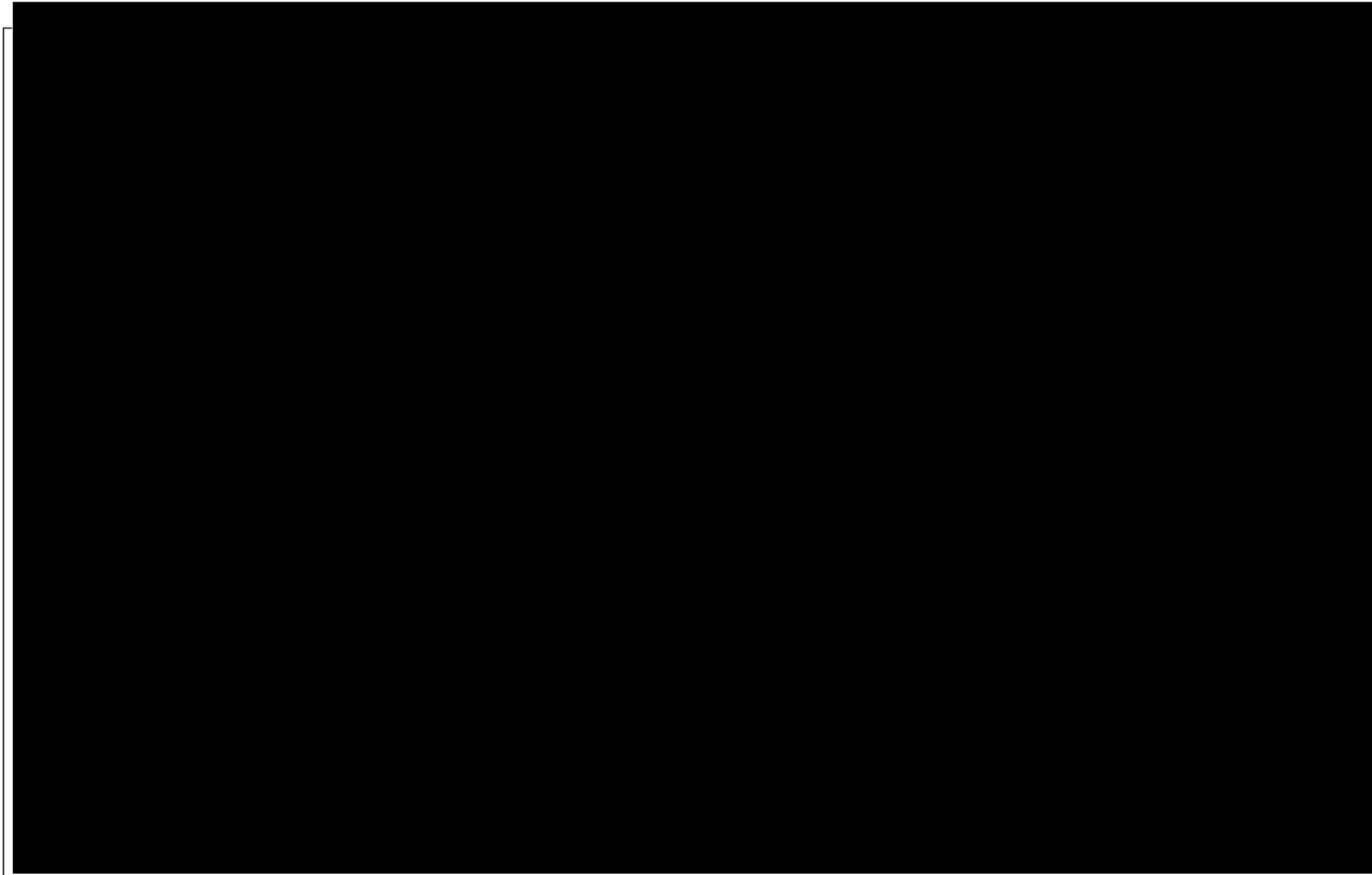




Shared vision. **Better together.**



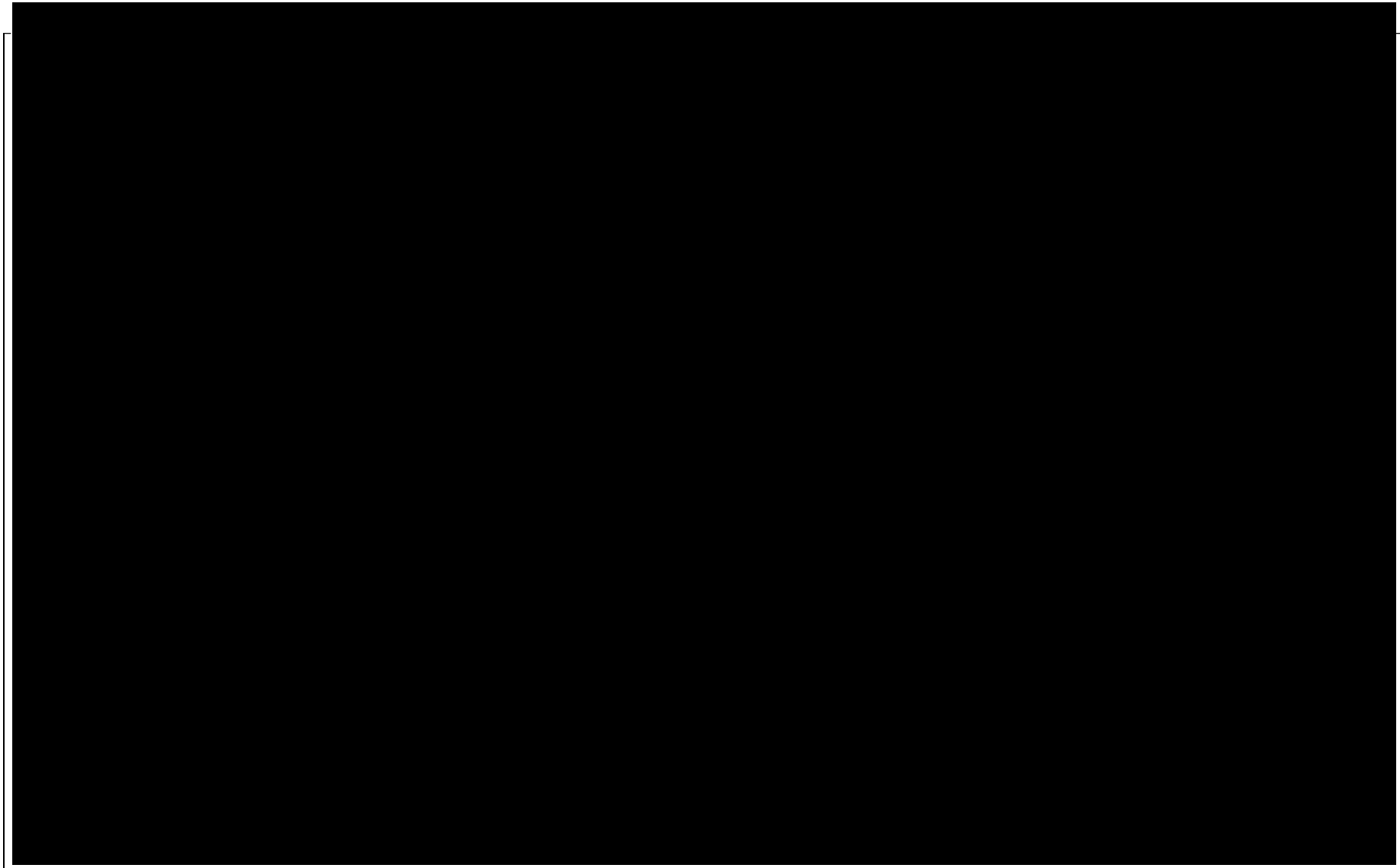
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