**Contract for the Provision of Health Research Authority Principal Operational Systems: Development, Maintenance and Support**

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| **The Authority** | Health Research Authority  Ground Floor  Skipton House  80 London Road  London  SE1 6LH |
| **The Supplier** | BGO Media Ltd.  fl. 10, 159 “Tzar Boris III” Blvd.,  1618  Sofia  Bulgaria  Company Number: BG200119953 |

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| --- | --- |
| **Date** | **[*Insert date when signed by both parties*]**  **(24th February 2016)** |
| **Type of Services** | HRA Principal Operational Systems: Development, Maintenance and Support Services |

This Contract is made on the date set out above subject to the terms set out in the schedules listed below (“**Schedules**”). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of this Contract.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Contract.

**Schedules**

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| **Schedule 1** | Key Provisions |
| **Schedule 2** | General Terms and Conditions |
| **Schedule 3** | Information Governance Provisions |
| **Schedule 4** | Definitions and Interpretations |
| **Schedule 5** | Specification and Tender Response Document |
| **Schedule 6** | Pricing Schedule |
| **Schedule 7** | Staff Transfer |
| **Schedule 8** | Change Control Procedure |

**Signed by the authorised representative of THE AUTHORITY**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Signature: |  |
| Position: |  |  |  |

**Signed by the authorised representative of THE SUPPLIER**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Signature | ……………………………………. |
| Position: | …………………………………. |  |  |



**Key Provisions**

**Standard Key Provisions**

1. **Application of the Key Provisions**
   1. The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 shall apply to this Contract.
   2. The optional Key Provisions at Clauses 8 to 22 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
   3. Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.
2. **Term**
   1. This Contract shall commence on the Commencement Date and the Term of this Contract shall expire 3 years from the Actual Services Commencement Date. The Term may be extended for 2 periods of up to 12 months each at the Authority’s sole discretion. in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than **5** years in total.
3. **Contract Managers**
   1. The Contract Managers at the commencement of this Contract are:
      1. for the Authority:

[REDACTED], - Deputy Director – Research Systems

[REDACTED], – Systems Delivery Manager, Research Systems

* + 1. for the Supplier:

[REDACTED] – Chief Technology Officer (CTO)

1. **Names and addresses for notices**
   1. Notices served under this Contract are to be delivered to:
      1. for the Authority:

[REDACTED], Director of Finance, Procurement & Estates, Health Research Authority, Ground Floor, Skipton House, 80 London Road, London, SE1 6LH

Copied to [REDACTED]

* + 1. for the Supplier:

[REDACTED], BGO Media Ltd., fl. 10, 159 “Tzar Boris III” Blvd., 1618, Sofia, Bulgaria

Copied to [REDACTED]

1. **Management levels for dispute resolution**
   1. The management levels at which a dispute will be dealt with are as follows:

|  |  |  |
| --- | --- | --- |
| **Level** | **Authority representative** | **Supplier representative** |
| 1 | [REDACTED]  Systems Delivery Manager | [REDACTED] Clinical Research Systems Manager |
| ***2*** | [REDACTED]  Deputy Director – Research Systems | [REDACTED] CTO / HRA Contract Development Manager |
| ***3*** | [REDACTED]Director of Research Systems, Standards & HRA Approval Programme | [REDACTED] CEO |

1. **Order of precedence**
   1. Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
      1. the provisions on the front page of this NHS Contract for the Provision of Services (Contract Version);
      2. Schedule 1: Key Provisions;
      3. Schedule 5: Specification and Tender Response Document (but only in respect of the Authority’s requirements);
      4. Schedule 2: General Terms and Conditions;
      5. Schedule 6: Commercial Schedule;
      6. Schedule 3: Information Governance Provisions;
      7. Schedule 7: Staff Transfer;
      8. Schedule 4: Definitions and Interpretations; and
      9. the order in which all subsequent schedules, if any, appear.
2. **Application of TUPE at the commencement of the provision of Services**
   1. The Parties agree that at the commencement of the provision of Services by the Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier and the provisions of Schedule 7 shall apply.

**Optional Key Provisions**

1. **Implementation phase  (only applicable to the Contract if this box is checked and the Schedule inserted)**
   1. Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan shall apply.
2. **Services Commencement Date (where the Services are to start at a date after the Commencement Date)  (only applicable to the Contract if this box is checked and the dates are inserted in Clause 9.1 of this Schedule 1)**
   1. The Services Commencement Date shall be 1st April 2016 and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be 1st April 2016
3. **Induction training  (only applicable to the Contract if this box is checked)**
   1. The Supplier shall ensure that all Staff complete the Authority’s induction training. All Staff shall complete the training prior to the Actual Services Commencement Date (or immediately following the Services Commencement Date where this date is the date of this Contract) and all new Staff appointed throughout the Term shall also complete the training. The Supplier shall further ensure that all Staff complete any extra training that the Authority makes available to its own staff and notifies the Supplier in writing that it is appropriate for the Staff.
4. **Quality assurance standards  (only applicable to the Contract if this box is checked and the standards are listed)**
   1. The following quality assurance standards shall apply, as appropriate, to the provision of the Services:
5. **Different levels and/or types of insurance  (only applicable to the Contract if this box is checked and the table sets out the requirements)**
   1. The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim:

|  |  |
| --- | --- |
| **Type of insurance required** | **Minimum cover** |
| Employer’s Liability | £5,000,000 |
| Public Liability | £1,000,000 |
| Professional Indemnity | £1,000,000 |

1. **Further Authority obligations  (only applicable to the Contract if this box is checked and the Schedule inserted)**
   1. The Authority’s Obligations are set out in Schedule **[*insert schedule number*]**.
2. **Assignment of Intellectual Property Rights in deliverables, materials and outputs  (only applicable to the Contract if this box is checked)**
   1. The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 14 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. Clause 14 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.
3. **Inclusion of a Change Control Process  (only applicable to the Contract if this box is checked and the Schedule inserted)**
   1. Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Schedule 8.
4. **Authority step-in rights  (only applicable to the Contract if this box is checked and the Schedule inserted)**
   1. If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Schedule 2.
5. **Grant of lease or licence  (only applicable to the Contract if this box is checked)**
   1. Promptly following execution of this Contract, the Supplier shall enter into the **[*lease/licence*]**. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.
6. **Guarantee  (only applicable to the Contract if this box is checked)**
   1. Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.
7. **Supplier as Data Processor  (only applicable to the Contract if this box is checked)**
   1. The Parties acknowledge that the Authority is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data Processed under this Contract.
8. **Purchase Orders  (only applicable to the Contract if this box is checked)**
   1. The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier’s risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.
9. **Monthly payment profile  (only applicable to the Contract if this box is checked)**
   1. The payment profile for this Contract shall be monthly in arrears.
10. **Termination for convenience  (only applicable to the Contract if this box is checked and Clause 22.1 of this Schedule 1 is completed)**
    1. The Authority may terminate this Contract forthwith in writing to the Supplier at any time on three months’ written notice. Such notice shall not be served within one (1) year of the Actual Services Commencement Date

**Extra Key Provisions**

N/A

**General Terms and Conditions**

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| **Contents** |
| 1. Provision of Services |
| 2. Premises, locations and access |
| 3. Cooperation with third parties |
| 4. Use of Authority equipment |
| 5. Staff |
| 6. Business continuity |
| 7. The Authority’s obligations |
| 8. Contract management |
| 9. Price and payment |
| 10. Warranties |
| 11. Intellectual property |
| 12. Indemnity |
| 13. Limitation of liability |
| 14. Insurance |
| 15. Term and termination |
| 16. Consequences of expiry or earlier termination of this Contract |
| 17. Staff information and the application of TUPE at the end of the Contract |
| 18. Complaints |
| 19. Sustainable development |
| 20. Electronic services information |
| 21. Change management |
| 22. Dispute resolution |
| 23. Force majeure |
| 24. Records retention and right of audit |
| 25. Conflicts of interest and the prevention of fraud |
| 26. Equality and human rights |
| 27. Notice |
| 28. Assignment, novation and subcontracting |
| 29. Prohibited Acts |
| 30. General |

1. **Provision of Services**
   1. The Authority appoints the Supplier and the Supplier agrees to provide the Services:
      1. promptly and in any event within any time limits as may be set out in this Contract;
      2. in accordance with all other provisions of this Contract;
      3. with reasonable skill and care and in accordance with any quality assurance standards as set out in the Key Provisions;
      4. in accordance with the Law and with Guidance;
      5. in accordance with Good Industry Practice;
      6. in accordance with the Policies; and
      7. in a professional and courteous manner.

In complying with its obligations under this Contract, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

* 1. Immediately following the Commencement Date, the Supplier shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority. Once this is agreed, the Supplier shall comply with the full Implementation Plan.
  2. The Supplier shall commence delivery of the Services on the Services Commencement Date.
  3. The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document, including without limitation the KPIs and agreed Service Levels.
  4. The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.
  5. If the Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that at the Actual Services Commencement Date it has in place all relevant registrations and shall maintain such registrations during the Term. The Supplier shall notify the Authority forthwith in writing of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.
  6. The Supplier shall notify the Authority forthwith in writing:
     1. of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and
     2. of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.
  7. Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.
  8. Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.
  9. Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Authority’s incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Authority’s Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or (b) the Supplier’s Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the Authority’s Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.
  10. Should the Authority be of the view, acting reasonably, that the Supplier can no longer provide the Services, then without prejudice to the Authority’s rights and remedies under this Contract, the Authority shall be entitled to exercise its Step In Rights if the Key Provisions refer to the Authority having such rights under this Contract.
  11. The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier’s obligations.

1. Premises, locations and access

NOT USED

1. Cooperation with third parties
   1. The Supplier shall, as reasonably required by the Authority, cooperate with any other service providers to the Authority and/or any other third parties as may be relevant in the provision of the Services.
2. Use of Authority equipment
   1. Unless otherwise set out in the Specification and Tender Response Document or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority for use by the Supplier:
      1. shall be provided at the Authority’s sole discretion;
      2. shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;
      3. must be returned to the Authority within any agreed timescales for such return or otherwise upon the request of the Authority; and
      4. shall be used by the Supplier at the Supplier’s risk and the Supplier shall upon written request by the Authority reimburse the Authority for any loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).
3. Staff
   1. Subject to the requirements of this Contract and any Law, the Supplier shall be entirely responsible for the employment and conditions of service of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Contract.
   2. The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.
   3. The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Specification and Tender Response Document or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.
   4. The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.
   5. The Supplier shall:
      1. employ only those Staff who are careful, skilled and experienced in the duties required of them;
      2. ensure that every member of Staff is properly and sufficiently trained and instructed;
      3. ensure all Staff have the qualifications to carry out their duties;
      4. maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier’s expense) in respect of the Staff; and
      5. ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health or any relevant regulatory body or any industry body in relation to such Staff.
   6. The Supplier shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority’s staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority.
   7. The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:
      1. are questioned concerning their Convictions; and
      2. obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.
   8. The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier’s cost and expense.
   9. The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority’s prior written consent if:
      1. the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 5.7.1 of this Schedule 2;
      2. the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 5.7.2 of this Schedule 2; or
      3. the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 5.7.2 of this Schedule 2.
   10. In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
       1. warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
       2. warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
       3. shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.
   11. The Supplier shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Supplier shall only be entitled to continue to engage or employ such member of Staff with the Authority’s written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall remove such member of Staff from the provision of the Services forthwith.
   12. The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 5.7 to Clause 5.11 of this Schedule 2 have been met.
   13. The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority’s concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.
4. Business continuity 
   1. The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority’s business continuity plan where relevant to the provision of the Services.
   2. Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:
      1. the criticality of this Contract to the Authority; and
      2. the size and scope of the Supplier’s business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

* 1. The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the size and scope of the Supplier’s business operations. The Supplier shall promptly provide to the Authority, at the Authority’s written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 6.3 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.
  2. The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by the Authority in respect of such Business Continuity Plan. Should the Supplier not incorporate any suggestion made by the Authority into such Business Continuity Plan it will explain the reasons for not doing so to the Authority.
  3. Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.
  4. During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services in accordance with this Contract.

1. The Authority’s obligations
   1. Subject to the Supplier providing the Services in accordance with this Contract, the Authority will pay the Supplier for the Services in accordance with Clause 9 of this Schedule 2.
   2. The Authority shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.
   3. The Authority shall comply with the Authority’s Obligations, as may be referred to in the Key Provisions.
2. Contract management 
   1. Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority’s Contract Manager.
   2. Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification and Tender Response Document. Should the Specification and Tender Response Document not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.
   3. Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:
      1. details of the performance of the Supplier when assessed in accordance with the KPIs and Service Levels since the last such performance report;
      2. details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;
      3. the information specified in the Specification and Tender Response Document;
      4. a status report in relation to the implementation of any current Remedial Proposals by either Party; and
      5. such other information as reasonably required by the Authority.
   4. Unless specified otherwise in the Specification and Tender Response Document, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the dispute resolution process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2.
   5. The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) (“**Third Party Body”**). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.
   6. Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:
      1. storing and analysing the management information and producing statistics; and
      2. sharing the management information or any statistics produced using the management information with any other Contracting Authority.
   7. If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).
   8. The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month’s written notice of any changes.
3. Price and payment
   1. The Contract Price shall be calculated as set out in the Commercial Schedule.
   2. Unless otherwise stated in the Commercial Schedule the Contract Price:
      1. shall be payable from the Actual Services Commencement Date;
      2. shall remain fixed during the Term; and
      3. is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Staff.
   3. Unless stated otherwise in the Commercial Schedule:
      1. where the Key Provisions confirm that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding calendar month; or
      2. where Clause 9.3.1 of this Schedule 2 does not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time.

* 1. The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.
  2. The Authority shall pay each undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets.
  3. Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with Clause 22 of this Schedule 2.
  4. The Supplier shall pay to the Authority any service credits that may become due in accordance with the provisions of the Specification and Tender Response Document.
  5. The Authority reserves the right to deduct any monies due to the Supplier from the Authority from any monies due to the Authority from the Supplier under this Contract.

1. Warranties
   1. The Supplier warrants and undertakes that:
      1. it has, and shall ensure its Staff shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;
      2. it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;
      3. it has and shall maintain a properly documented system of quality processes covering all aspects of its obligations under this Contract and/or under Law and/or Guidance and shall at all times comply with such quality processes;
      4. it shall not make any significant changes to its system of quality processes in relation to the Services without notifying the Authority in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);
      5. where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law and Guidance, the Supplier shall comply fully with such notification and/or approval requirements;
      6. receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
      7. it will comply with all Law, Guidance and Policies in so far as is relevant to the provision of the Services;
      8. it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;
      9. unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;
      10. without limitation to the generality of Clause 10.1.7 of this Schedule 2, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the provision of the Services and the Supplier’s access to the Premises and Locations in accordance with this Contract;
      11. without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;
      12. any equipment it uses in the provision of the Services shall comply with all relevant Law and Guidance, be fit for its intended purpose and maintained fully in accordance with the manufacturer’s specification;
      13. unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification and Tender Response Document), it will ensure that any products purchased by the Supplier partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out at Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased;
      14. it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;
      15. it will promptly respond to all requests for information regarding this Contract and the provision of the Services at the frequency and in the format that the Authority may reasonably require;
      16. all information included within the Supplier’s responses in the Specification and Tender Response Document and all accompanying materials is accurate;
      17. it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;
      18. it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
      19. all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
      20. there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
      21. there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;
      22. it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and
      23. it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
   2. The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Tender Response Document.
   3. Without prejudice to the generality of Clause 10.2 of this Schedule 2, the Supplier acknowledges that a failure by the Supplier following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.
   4. The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.
   5. The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
      1. notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
      2. promptly provide to the Authority:
         1. details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
         2. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
   6. The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.
   7. Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.
2. Intellectual property
   1. The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.
   2. Unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document, the Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of the Authority’s normal business operations. For the avoidance of doubt, unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.
3. Indemnity
   1. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:
      1. any injury or allegation of injury to any person, including injury resulting in death;
      2. any loss of or damage to property (whether real or personal); and/or
      3. any breach of Clause 10.1.6 and/or Clause 11 of this Schedule 2; and/or
      4. any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date;

that arise or result from the Supplier’s negligent acts or omissions or breach of contract in connection with the performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.

* 1. Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.
  2. In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:
     1. relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or
     2. relating to the Authority’s membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the Supplier (to include, without limitation, the right of the Authority to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable cooperation required by the Supplier from the Authority).

1. Limitation of liability
   1. Nothing in this Contract shall exclude or restrict the liability of either Party:
      1. for death or personal injury resulting from its negligence;
      2. for fraud or fraudulent misrepresentation; or
      3. in any other circumstances where liability may not be limited or excluded under any applicable law.
   2. Subject to Clauses 12.2, 13.1, 13.3 and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.
   3. There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:
      1. extra costs incurred purchasing replacement or alternative services;
      2. costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;
      3. the costs of extra management time; and/or
      4. loss of income due to an inability to provide health care services,

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party’s breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

* 1. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.
  2. Clause 13 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

1. Insurance
   1. Subject to Clauses 14.2 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer’s liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.
   2. Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.
   3. Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
   4. The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
   5. The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
   6. The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
   7. Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.
2. Term and termination
   1. This Contract shall commence on the Commencement Date and, unless terminated   
      earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.
   2. The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than one (1) months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term specified in the Key Provisions.
   3. In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI or Service Level and any failure to pay any sums due under this Contract), the non-breaching Party shall, without prejudice to its other rights and remedies under this Contract, issue notice of the breach and allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach (“**Remedial Proposal**”) before exercising any right to terminate this Contract. in accordance with Clause 15.4.1(ii) of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:
      1. put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;
      2. comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or
      3. remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 15.4.1(ii) of this Schedule 2, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

* 1. Either Party may terminate this Contract forthwith by notice in writing to the other Party if such other Party:
     1. commits a material breach of any of the terms of this Contract which is:
        1. not capable of remedy; or
        2. in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal; or
     2. has been served with at least two (2) previous breach notices as a result of any material breaches which are capable of remedy within any twelve (12) month rolling period whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal. The twelve (12) months rolling period is the twelve (12) months immediately preceding the date of the third breach notice.
  2. The Authority may terminate this Contract forthwith by notice in writing to the Supplier if:
     1. the Supplier does not commence delivery of the Services by any Long Stop Date;
     2. the Supplier, or any third party guaranteeing the obligations of the Supplier under this Contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
     3. the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;
     4. the Supplier purports to assign, subcontract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 28.1 of this Schedule 2;
     5. the NHS Business Services Authority has notified the Authority that the Supplier or any subcontractor of the Supplier has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter) as assumed pursuant to the provisions of Part D of Schedule 7;
     6. pursuant to and in accordance with the Key Provisions and Clauses 15.6, 23.8; 25.2; 25.4 and 29.2 of this Schedule 2; or
     7. the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable.
  3. If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material subcontractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Contract to the Supplier or the entering into a subcontract by the Supplier, the following process shall apply:
     1. the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;
     2. a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and
     3. a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 22.3 of this Schedule 2) shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4.1(i) of this Schedule 2.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

* 1. If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Contract forthwith by notice in writing to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.
  2. Within six (6) months of the Commencement Date the Parties shall develop and agree an exit plan which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within four (4) months of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract.

1. Consequences of expiry or earlier termination of this Contract
   1. Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
   2. Immediately following expiry or earlier termination of this Contract:
      1. the Supplier shall comply with its obligations under any agreed exit plan; and
      2. all data, including without limitation Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date.
   3. The Supplier shall retain all data relating to the provision of the Services that are not transferred pursuant to Clause 16.2 of this Schedule 2 for the period set out in Clause 24.1 of this Schedule 2.
   4. The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract, as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
   5. Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with the Key Provisions shall automatically terminate.
   6. The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
   7. The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.
2. Staff information and the application of TUPE at the end of the Contract
   1. Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by law, supply to the Authority and keep updated all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.
   2. No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any subcontractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or subcontractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.
   3. If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.
   4. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this Schedule 2.
   5. Subject to Clauses 17.6 and 17.7 of this Schedule 2, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:
      1. make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;
      2. increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;
      3. replace any of the Supplier Personnel or increase the total number of employees providing the Services;
      4. deploy any person other than the Supplier Personnel to perform the Services;
      5. terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;
      6. increase the proportion of working time spent on the Services by any of the Supplier Personnel; or
      7. introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.
   6. Clause 17.5 of this Schedule 2 shall not prevent the Supplier or any subcontractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or subcontractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.
   7. Where the obligations on the Supplier under Clause 17 of this Schedule 2 are subject to the Data Protection Legislation, the Supplier will, and shall procure that any subcontractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.
   8. Having as appropriate gained permission from any subcontractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.
   9. The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Supplier or subcontractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.11 to Clause 17.14 of this Schedule 2 and (where relevant) the provisions of Clause 1.13 of Part D of Schedule 7 shall apply.
   10. If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or subcontractor as appropriate. The Supplier will, and shall procure that any subcontractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.
   11. In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any subcontractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.
   12. The Supplier will and shall procure that any subcontractor will on or before any Subsequent Transfer Date:
       1. pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;
       2. account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;
       3. pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;
       4. pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and
       5. subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier shall for itself and any subcontractor warrant that such records are accurate and up to date.
   13. The Supplier will and shall procure that any subcontractor will indemnify and keep indemnified the Authority and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:
       1. the Supplier’s or subcontractor’s failure to perform and discharge its obligations under Clause 17.12 of this Schedule 2;
       2. any act or omission by the Supplier or subcontractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;
       3. any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;
       4. any emoluments payable to a person employed or engaged by the Supplier or subcontractor (including without limitation all wages, accrued holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other contributions) payable in respect of any period on or before the Subsequent Transfer Date;
       5. any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or subcontractor as a term of such Subsequent Transferring Employee’s contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and
       6. any act or omission of the Supplier or any subcontractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor’s or Authority’s failure to comply with regulation 13(4) of TUPE.
   14. The Supplier will, or shall procure that any subcontractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 of this Schedule 2 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
   15. The Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or subcontractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.
   16. If any person who is not a Subsequent Transferring Employee claims or it is determined that their contract of employment has been transferred from the Supplier or any subcontractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:
       1. the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Supplier;
       2. the Supplier may offer (or may procure that a subcontractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;
       3. if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and
       4. if after the period in Clause 17.16.2 of this Schedule 2 has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.
3. Complaints 
   1. To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
   2. Each Party shall inform the other of all complaints from or on behalf of service users arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.
4. Sustainable development
   1. The Supplier shall comply in all material respects with applicable environmental and social Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:
      1. comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social requirements, characteristics and impacts of the Services and the Supplier’s supply chain;
      2. maintain relevant policy statements documenting the Supplier’s significant social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier’s business operations; and
      3. maintain plans and procedures that support the commitments made as part of the Supplier’s significant social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2.
   2. The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier’s compliance with the provisions of Clause 19 of this Schedule 2.
5. Electronic services information
   1. Where requested by the Authority, the Supplier shall provide the Authority the Services Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.
   2. The Supplier warrants that the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 20 of this Schedule 2.
   3. If the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.
   4. The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to the Authority’s contracts from time to time. Subject to Clause 20.5 of this Schedule 2, no obligation to illustrate or advertise the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2.
   5. The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.
   6. Before any publication of the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 or otherwise under the terms of this Contract.
   7. If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.
6. Change management
   1. The Supplier acknowledges to the Authority that the Authority’s requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by the Authority from time to time.
   2. Any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.
7. Dispute resolution
   1. During any dispute, including a dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).
   2. In the case of a dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 before commencing court proceedings.
   3. If any dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the dispute. Level 1 of the management levels of the dispute as set out in Clause 5 of the Key Provisions will commence on the date of service of the dispute notice. Respective representatives, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level to resolve the dispute before escalating the matter to the next level as appropriate.
   4. If the procedure set out in Clause 22.3 of this Schedule 2 above fails to resolve such dispute, the Parties will attempt to settle it by mediation either: (a) with the Centre for Effective Dispute Resolution (“**CEDR**”); or (b) if agreed in writing by the Parties, with any other alternative mediation organisation, using the respective model procedures of CEDR or such other mediation organisation.
   5. To initiate mediation a Party shall:
      1. give notice in writing (“**Mediation Notice**”) to the other Party requesting mediation of the dispute; and
      2. send a copy of the Mediation Notice to CEDR or an equivalent mediation organisation as agreed by the Parties asking them to nominate a mediator if the Parties are not able to agree such appointment by negotiation.
   6. Neither Party may issue a Mediation Notice until the process set out in Clause 22.3 of this Schedule 2 has been exhausted.
   7. The mediation shall commence within twenty eight (28) days of the Mediation Notice being served. Neither Party will terminate such mediation until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. Neither Party will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.
   8. Nothing in this Contract shall prevent:
      1. the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
      2. either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the CEDR or other mediation organisation procedure.
   9. Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.
8. Force majeure
   1. Subject to Clause 23.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.
   2. The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Contract if:
      1. the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;
      2. the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and
      3. the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2.
   3. Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.
   4. Where the Force Majeure Event affects the Supplier’s ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.
   5. If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.
   6. Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.
   7. The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.
   8. If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract on service of written notice on the Supplier.
   9. Following such termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.
   10. Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.
9. Records retention and right of audit 
   1. Subject to any statutory requirement and Clause 24.2 of this Schedule 2, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.
   2. Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Contract.
   3. The Authority shall have the right to audit the Supplier’s compliance with this Contract. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier’s compliance with its obligations under this Contract.
   4. Should the Supplier subcontract any of its obligations under this Contract, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier’s obligations under this Contract that are subcontracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.
   5. The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier’s compliance with this Contract for the purposes of:
      1. the examination and certification of the Authority’s accounts; or
      2. any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.
   6. The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under section 6(3)(d) and 6(5) of the National Audit Act 1983.
   7. The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.
   8. The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier’s compliance with the requirements of this Contract.
10. Conflicts of interest and the prevention of fraud
    1. The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.
    2. The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 25.2 of this Schedule 2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.
    3. The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
    4. If the Supplier or its Staff commits Fraud the Authority may terminate this Contract and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.
11. Equality and human rights
    1. The Supplier shall:
       1. ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;
       2. in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority’s obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and
       3. the Supplier shall impose on all its subcontractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2.
    2. The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier’s compliance with the provisions of Clause 26 of this Schedule 2.
12. Notice
    1. Any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.
    2. A notice shall be treated as having been received:
       1. if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
       2. if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or
       3. if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.
13. Assignment, novation and subcontracting
    1. The Supplier shall not, except where Clause 28.2 of this Schedule 2 applies, assign, subcontract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or delayed. If the Supplier subcontracts any of its obligations under this Contract, every act or omission of the subcontractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.
    2. Notwithstanding Clause 28.1 of this Schedule 2, the Supplier may assign to a third party (“**Assignee**”) the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 28.2 of this Schedule 2 shall be subject to:
       1. the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2;
       2. all related rights of the Authority in relation to the recovery of sums due but unpaid;
       3. the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee’s contact information and bank account details to which the Authority shall make payment;
       4. the provisions of Clause 9 of this Schedule 2 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and
       5. payment to the Assignee being full and complete satisfaction of the Authority’s obligation to pay the relevant sums in accordance with this Contract.
    3. Any authority given by the Authority for the Supplier to subcontract any of its obligations under this Contract shall not impose any duty on the Authority to enquire as to the competency of any authorised subcontractor. The Supplier shall ensure that any authorised subcontractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such subcontractor are fully in accordance with this Contract.
    4. Where the Supplier enters into a subcontract in respect of any of its obligations under this Contract relating to the provision of the Services, the Supplier shall include provisions in each such subcontract, unless otherwise agreed with the Authority in writing, which:
       1. contain at least equivalent obligations as set out in this Contract in relation to the performance of the Services to the extent relevant to such subcontracting;
       2. contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law and Guidance and record keeping;
       3. contain a prohibition on the subcontractor subcontracting, assigning or novating any of its rights or obligations under such subcontract without the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);
       4. contain a right for the Authority to take an assignment or novation of the subcontract (or part of it) upon expiry or earlier termination of this Contract; and
       5. require payment to be made of all sums due to the subcontractor from the Supplier within a specified period not exceeding thirty (30) days from receipt by the Supplier of a valid invoice.
    5. Where the Authority pays the Supplier’s undisputed invoices earlier than thirty (30) days from receipt in accordance with any applicable government prompt payment targets, the Supplier shall use its reasonable endeavours to pay its relevant subcontractors within a comparable timeframe from receipt by the Supplier of such undisputed invoices from its subcontractors.
    6. The Authority shall upon written request have the right to review any subcontract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any subcontract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of subcontracts.
    7. The Authority may at any time transfer, assign, novate, subcontract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, subcontracting or disposal. If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, subcontract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.
14. Prohibited Acts
    1. The Supplier warrants and represents that:
       1. it has not committed any offence under the Bribery Act 2010 or done any of the following (“**Prohibited Acts**”):
          1. offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or
          2. in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and
       2. it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.
    2. If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:
       1. the Authority shall be entitled:
          1. to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;
          2. to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and
          3. to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;
       2. any termination under Clause 29.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and
       3. notwithstanding Clause 22 of this Schedule 2, any dispute relating to:
          1. the interpretation of Clause 29 of this Schedule 2; or
          2. the amount or value of any gift, consideration or commission,

shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

1. General
   1. Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.
   2. Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.
   3. The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
   4. Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
   5. Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.
   6. Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.
   7. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by general law, or by any other contract or document. In this Clause 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
   8. Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that a Successor and/or a Third Party may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.
   9. This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Authority relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud.
   10. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
   11. Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.
   12. All written and oral communications and all written material referred to under this Contract shall be in English.

**Information Governance Provisions**

1. **Confidentiality**
   1. In respect of any Confidential Information it may receive directly or indirectly from the other Party (“**Discloser**”) and subject always to the remainder of Clause 1 of this Schedule 3, each Party (“**Recipient**”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser’s prior written consent provided that:
      1. the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
      2. the provisions of Clause 1 of this Schedule 3 shall not apply to any Confidential Information:
         1. which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
         2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
         3. which is authorised for disclosure by the prior written consent of the Discloser;
         4. which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
         5. which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
   2. Nothing in Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 (“**FOIA**”), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities’ Functions or on the Management of Records (“**Codes of Practice**”) or the Environmental Information Regulations 2004 (“**Environmental Regulations**”).
   3. The Authority may disclose the Supplier’s Confidential Information:
      1. on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);
      2. on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;
      3. to any relevant party for the purpose of the examination and certification of the Authority’s accounts;
      4. to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
      5. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
      6. on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3.

* 1. The Supplier may only disclose the Authority’s Confidential Information, and any other information provided to the Supplier by the Authority in relation this Contract, to the Supplier’s Staff or professional advisors who are directly involved in the performance of or advising on the Supplier’s obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority’s written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority’s Confidential Information received otherwise than for the purposes of performing the Supplier’s obligations in this Contract.
  2. For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.
  3. Clause 1 of this Schedule 3 shall remain in force:
     1. without limit in time in respect of Confidential Information which comprises Personal Data, Sensitive Personal Data or which relates to national security; and
     2. for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

1. Data protection
   1. The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties.
   2. Where the Supplier is Processing Personal Data under or in connection with this Contract, the Supplier must, in particular, but without limitation:
      1. only Process such Personal Data as is necessary to perform its obligations under this Contract, and only in accordance with any instructions given by the Authority under this Contract;
      2. put in place appropriate technical and organisational measures against any unauthorised or unlawful Processing of that Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements of Clause 2 of this Schedule 3, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data is affected by unauthorised or unlawful Processing or by its loss, damage or destruction;
      3. take reasonable steps to ensure the reliability of Staff who will have access to Personal Data, and ensure that those Staff are aware of and trained in the policies and procedures identified in Clause 2 of this Schedule 3; and
      4. not cause or allow Personal Data to be transferred outside the European Economic Area without the prior consent of the Authority.
   3. The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
   4. Where, as a requirement of this Contract, the Supplier is Processing Personal Data (to include, without limitation, Sensitive Personal Data) relating to patients and/or service users as part of the Services, the Supplier shall:
      1. complete and publish an annual information governance assessment using the NHS information governance toolkit;
      2. achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit;
      3. nominate an information governance lead able to communicate with the Supplier’s board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier’s board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
      4. report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines;
      5. put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
      6. put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient’s integrated electronic care record);
      7. put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract; and
      8. where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings.
   5. Where any Personal Data is Processed by any subcontractor of the Supplier in connection with this Contract, the Supplier shall procure that such subcontractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, as if such subcontractor were the Supplier.
   6. The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier’s unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.
2. **Freedom of Information and Transparency**
   1. The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
   2. The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:
      1. that this Contract and any recorded information held by the Supplier on the Authority’s behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;
      2. that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;
      3. that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;
      4. that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;
      5. that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and
      6. to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.
   3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
   4. Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
   5. In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority’s absolute discretion.
   6. The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
   7. Where any information is held by any subcontractor of the Supplier in connection with this Contract, the Supplier shall procure that such subcontractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such subcontractor were the Supplier.
3. **Information Security**
   1. Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:
      1. notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority’s information governance Policies; and
      2. fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.
   2. Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to the Services and the obligations placed on the Supplier under this Contract. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.
   3. Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

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Definitions and Interpretations

1. **Definitions**
   1. In this Contract the following words shall have the following meanings unless the context requires otherwise:

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| **“Actual Services Commencement Date”** | means the date the Supplier actually commences delivery of the Services; |
| **"Actuary”** | means a Fellow of the Institute and Faculty of Actuaries; |
| **“Authority”** | means the authority named on the form of Contract on the first page; |
| **“Authority’s Actuary”** | means the Government Actuaries Department; |
| **“Authority’s Obligations”** | means the Authority’s further obligations, if any, referred to in the Key Provisions; |
| **“Broadly Comparable”** | means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions; |
| **“Business Continuity Event”** | means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including an influenza pandemic and any Force Majeure Event; |
| **“Business Continuity Plan”** | means the Supplier’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event; |
| **“Business Day”** | means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales; |
| **“Cabinet Office Statement”** | the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced; |
| **“Change Control Process”** | means the change control process, if any, referred to in the Key Provisions; |
| **“Codes of Practice”** | shall have the meaning given to the term in Clause 1.2 of Schedule 3; |
| **“Commencement Date”** | means the date of this Contract; |
| **“Commercial Schedule”** | means the document set out at Schedule 6; |
| **“Confidential Information”** | means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is:  (a) Personal Data or Sensitive Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history;  (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or  (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority’s intranet; |
| **“Contract”** | means the form of contract at the front of this document and all schedules attached to the form of contract; |
| **“Contracting Authority”** | means any contracting authority as defined in regulation 3 of the Public Contracts Regulations 2006 (SI 2006/5) (as amended), other than the Authority; |
| **“Contract Manager”** | means for the Authority and for the Supplier the individuals specified in the Key Provisions; or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2; |
| **“Contract Price”** | means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract; |
| **“Convictions”** | means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act); |
| **“Cost Increase”** | shall have the meaning given to the term in Clause 1.1.5 of Part D of Schedule 7; |
| **“Cost Saving”** | shall have the meaning given to the term in Clause 1.1.7 of Part D of Schedule 7; |
| **“Data Controller”** | shall have the same meaning as set out in the Data Protection Act 1998; |
| **“Data Processor”** | shall have the same meaning as set out in the Data Protection Act 1998; |
| **“Data Protection Legislation”** | means the Data Protection Act 1998 and any other Law relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner; |
| **“Data Subject”** | shall have the same meaning as set out in the Data Protection Act 1998; |
| **“Direction Letter”** | means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or subcontractor in the NHS Pension Scheme in respect of the Eligible Employees; |
| **“Dispute Resolution Procedure”** | means the process for resolving disputes as set out in Clause 22 of Schedule 2; |
| **“DOTAS”** | means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992; |
| **“Electronic Trading System(s)”** | means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time; |
| **“Eligible Employees”** | means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services.  For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an “open” Direction Letter or other NHS Pension Scheme “access” facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under Part D of Schedule 7; |
| **“Employee Transfer Date”** | means the Transferred Staff’s first day of employment with the Supplier (or its subcontractor); |
| **“Employment Liabilities”** | means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever; |
| **“Environmental Regulations”** | shall have the meaning given to the term in Clause 1.2 of Schedule 3; |
| **“eProcurement Guidance”** | means the NHS eProcurement Strategy available via:  <http://www.gov.uk/government/collections/nhs-procurement>  together with any further Guidance issued by the Department of Health in connection with it; |
| **“Equality Legislation”** | means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998; |
| **“Fair Deal for Staff Pensions”** | means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced); |
| **“FOIA”** | shall have the meaning given to the term in Clause 1.2 of Schedule 3; |
| **“Force Majeure Event”** | means any event beyond the reasonable control of the Party in question to include, without limitation:  (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Contract;  (b) acts of terrorism;  (c) flood, storm or other natural disasters;  (d) fire;  (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning;  (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment;  (g) compliance with any local law or governmental order, rule, regulation or direction that could not have been reasonably foreseen;  (h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any subcontractor of the Supplier; and  (i) a failure in the Supplier’s and/or Authority’s supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties; |
| **“Fraud”** | means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority; |
| **“General Anti-Abuse Rule”** | means  (a) the legislation in Part 5 of the Finance Act 2013; and  (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contribution; |
| **“Good Industry Practice”** | means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations; |
| **“Guidance”** | means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the European Commission, the Care Quality Commission and/or any other regulator or competent body; |
| **“Halifax Abuse Principle”** | means the principle explained in the CJEU Case C-255/02 Halifax and others; |
| **"HM Government Cyber Essentials Scheme"** | means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview; |
| **“Implementation Plan”** | means the implementation plan, if any, referred to in the Key Provisions; |
| **“Intellectual Property Rights”** | means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs; |
| **“Interested Party”** | means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any subcontractor and who had confirmed such interest in writing to the Authority; |
| **“Key Provisions”** | means the key provisions set out in Schedule 1; |
| **“KPI”** | means the key performance indicators as set out in Schedule 5; |
| **“Law”** | means:  (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;  (b) any applicable European Union directive, regulation, decision or law;  (c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;  (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;  (e) requirements set by any regulatory body; and  (f) any applicable code of practice,  in each case as applicable in England and Wales; |
| **“Long Stop Date”** | means the date, if any, specified in the Key Provisions; |
| **“Losses”** | all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law; |
| **“Measures”** | means any measures proposed by the Supplier or any subcontractor within the meaning of regulation 13(2)(d) of TUPE; |
| **“Mediation Notice”** | has the meaning given under Clause 22.5.1 of Schedule 2; |
| **“NHS”** | means the National Health Service; |
| **“NHS Body”** | has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012; |
| **“NHS Pensions”** | means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority; |
| **"NHS Pension Scheme"** | means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations; |
| **“NHS Pension Scheme Arrears”** | means any failure on the part of the Supplier or any subcontractor to pay employer’s contributions or deduct and pay across employee’s contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees; |
| **"NHS Pension Scheme Regulations"** | means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time; |
| **“Occasion of Tax Non-Compliance”** | means:  (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:  (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;  (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or  (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion; |
| **“Party”** | means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier; |
| **“Payment Date”** | means twenty (20) Business Days after the last of the conditions in Clause 1.5 of Part D of Schedule 7 has been satisfied; |
| **“Pension Benefits”** | any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor’s benefits provided under an occupational pension scheme; |
| **“Personal Data”** | means personal data as defined in the Data Protection Act 1998; |
| **“Policies”** | means the policies, rules and procedures of the Authority as notified to the Supplier from time to time; |
| **“Premature Retirement Rights”** | rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time; |
| **“Premises and Locations”** | has the meaning given under Clause 2.1 of Schedule 2; |
| **“Process”** | has the meaning given to it under the Data Protection Legislation and, for the purposes of this Contract, it shall include both manual and automatic processing. Processing and Processed shall be construed accordingly; |
| **“Purchase Order”** | means the purchase order required by the Authority’s financial systems, if a purchase order is referred to in the Key Provisions; |
| **“Relevant Tax Authority”** | means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established; |
| **“Remedial Proposal”** | has the meaning given under Clause 15.3 of Schedule 2; |
| **“Sensitive Personal Data”** | means sensitive personal data as defined in the Data Protection Act 1998; |
| **“Services”** | means the services set out in this Contract (including, without limitation, Schedule 5 which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier’s response to these requirements); |
| **“Services Commencement Date”** | means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this date shall be the Commencement Date; |
| **“Services Information”** | means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20 of Schedule 2 for inclusion in the Authority's services catalogue from time to time; |
| **“Specification and Tender Response Document”** | means the document set out in Schedule 5 as amended and/or updated in accordance with this Contract; |
| **“Staff”** | means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any subcontractors and person employed or engaged by such subcontractors; |
| **“Step In Rights”** | means the step in rights, if any, referred to in the Key Provisions; |
| **“Subsequent Transfer Date”** | means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE; |
| **“Subsequent Transferring Employees”** | means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate; |
| **“Successor”** | means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract; |
| **“Supplier”** | means the supplier named on the form of Contract on the first page; |
| **“Supplier Personnel”** | means any employee, agent, consultant and/or contractor of the Supplier or subcontractor who is either partially or fully engaged in the performance of the Services; |
| **“Term”** | means the term as set out in the Key Provisions; |
| **“Third Party”** | means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date; |
| **“Third Party Body”** | has the meaning given under Clause 8.5 of Schedule 2; |
| **“Third Party Employees”** | means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date; |
| **“Transfer Amount”** | an amount paid in accordance with Clause 1.5 of Part D of Schedule 7 and calculated in accordance with the assumptions, principles and timing adjustment referred to in Clause 1.4 of Part D of Schedule 7 in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or a Third Party’s Broadly Comparable scheme and elected to transfer them to the Supplier’s Broadly Comparable scheme or the NHS Pension Scheme under the Transfer Option; |
| **“Transfer Date”** | means the Actual Services Commencement Date; |
| **“Transfer Option”** | an option given to each Eligible Employee with either:  (a) accrued rights in the NHS Pension Scheme; or  (b) accrued rights in a Broadly Comparable scheme,  as at the Employee Transfer Date, to transfer those rights to the Supplier’s (or its subcontractor’s) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes); |
| **“Transfer Option Deadline”** | the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee; |
| **“Transferred Staff”** | means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a subcontractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract; |
| **“Transferring Employees”** | means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date; |
| **"TUPE"** | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law; and |
| **“VAT”** | means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax. |

* 1. References to any statute or order shall include any statutory extension, modification or re‑enactment, and any order, regulation, bye‑law or other subordinate legislation.
  2. References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
  3. References in this Contract to a “Schedule”, “Appendix”, “Paragraph” or to a “Clause” are to schedules, appendices, paragraphs and clauses of this Contract.
  4. References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
  5. Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Contract.
  6. The headings are for convenience only and shall not affect the interpretation of this Contract.
  7. Words denoting the singular shall include the plural and vice versa.
  8. Where a term of this Contract provides for a list of one or more items following the word “including” or “includes” then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
  9. Where there is a conflict between the Supplier’s responses to the Authority’s requirements (the Supplier’s responses being set out in Schedule 5) and any other part of this Contract, such other part of this Contract shall prevail.
  10. Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.
  11. Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.
  12. Any guidance notes in grey text do not form part of this Contract.



**Specification and Tender Response Document**

Service Specification

1. Introduction
   1. This procurement exercise is being undertaken by the HRA supported by Department of Health procurement professionals, to secure Development, Maintenance and Support services for the HRA’s principal operational systems.
   2. The HRA is tendering for Services to replace an existing contract. The successful bidder is required to provide Services from 1st April 2016.
   3. The HRA strategy to secure long-term objectives through the stable provision of quality services requires a contract of three to five years’ duration. It is the HRA’s intention to award an initial contract for a period of three years from 1st April 2016 until 31st March 2019. There are options to extend the contract for two periods of up to twelve months each at the HRA’s sole discretion. The upper cost estimate provided in Section D (Payment Terms and Payment Incentives) is the maximum sum available for the full five years, including the available extension options.
   4. This specification describes the Service to be delivered and will form the basis for evaluating the quality of the submissions.
   5. The Services are currently being provided by a technical partner. This contract ends at 31 March 2016.
   6. The specification includes defined outcomes, outputs and inputs. For the purpose of this document, these terms are defined as follows:

**Outcomes:** Explain what we are aiming to achieve. For example:

* Provides 1st, 2nd and 3rd line support (on an appropriate VoIP/Telephony infrastructure) along with system availability management and monitoring.

**Outputs:** Specify the measurable services or activities the Supplier must deliver to achieve an outcome. These will typically be defined in the form of KPIs and SLAs.

For example:  
A minimum of 80% of calls to the Help Desk to be answered within 5 rings.

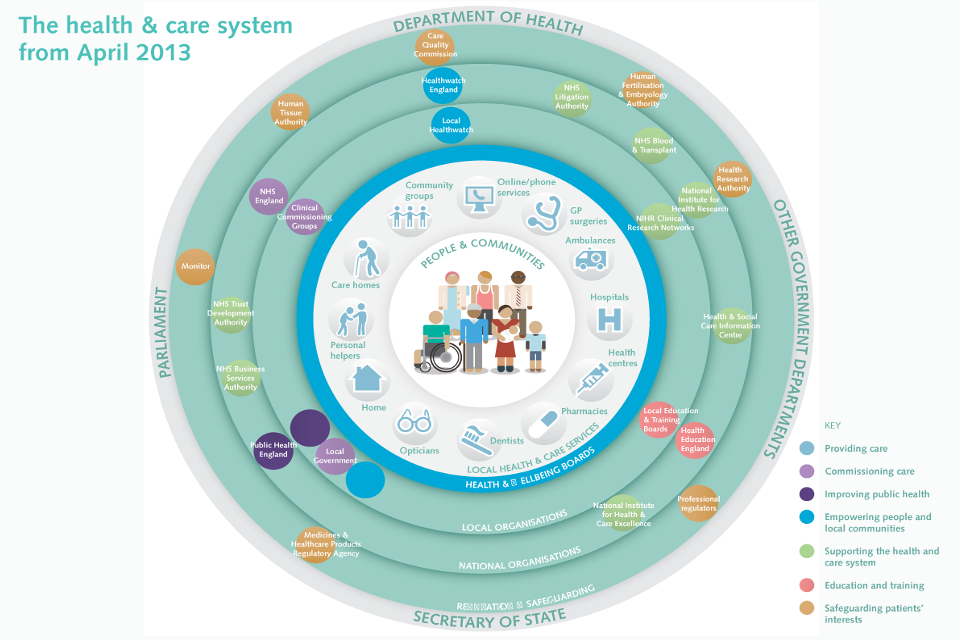
**Inputs:** Provide detail of how the Suppliers will be required to meet an outcome (e.g. the processes, materials or resources they must use). These may appear in the service description or as an SLA. For example:

* Each team will have a named development-lead.
  1. This document is structured into the following parts:
* Section A – Overview
* Section B – Aims, Scope, Outcomes & Timetable
* Section C – Detailed Requirements
* Section D – Contract Management and Reporting

1. Critical Success Factors
   1. The HRA consider the following as being key to the successful delivery of the service:
   2. The Supplier:
   * Develops a strong understanding of the business and operations of the HRA and the associated UK and European frameworks within which it operates
   * Is able to assign high quality staff and is able to recruit additional high quality resources if needed
   * Is able to give early input into proposed changes and suggest the best method of implementation for such changes
   * Is able to communicate and collaborate clearly and concisely at various levels between the Supplier organisation and the HRA
   * Is able to accurately judge the resource and time required to make changes so that delivery plans can be developed and relied on
   * Has a strong understanding of the system and software architecture so that the systems can be supported while maintaining high levels of availability and security
   * Is able to provide users with quick and reliable responses to queries and problems
   * Is able to provide rapid responses to system issues
   * Is flexible in response to changing priorities
   * Is proactive and in tune with HRA’s needs and imperatives
   * Demonstrates a strong customer service ethos
   * Displays partnership behaviours in a professional and courteous manner
   * Works with the HRA to contribute to long-term strategies
   1. Delivery of Service
   * Business continuity during migration including credible plan for successful movement of data and code
   * Provision all Services in line with SLA
   * 24/7 monitoring of servers and immediate response to tickets
   * Delivery to standards and timelines set by the HRA
   * On-schedule delivery including planning developments to meet essential delivery plan with active measures to ensure no loss of time or delays to the delivery plan
   * Delivered through a development methodology agreed with the HRA
   * Robust and demonstrable service delivery methodology (e.g. ITIL: IT Infrastructure library) detailing end-to-end process and consideration of other links (e.g. with finance), and a plan to deal with problems/incidents
   * Provision for Business Continuity and Disaster Recovery
   * Management of Infrastructure provider.
   1. Quality
   * The capacity to ensure specific domain knowledge is retained and exchanged by Service staff
   * Full transparency of process (including evidence of processes undertaken and control mechanisms applied)
   * Full participation in HRA audits led by independent auditors or HRA Quality Assurance department
   * Effective skills and knowledge transfer
   * Application of quality standards (HRA are working Towards ISO 9001 and will require support in meeting this)
   * An effective feedback mechanism to measure quality and address issues
   1. Flexibility/Change
   * Contingency planning (particularly relating to staff turnover)
   * Flexible around change and developing future requirements

SECTION A: OVERVIEW

1. The HRA
   1. The HRA was established in December 2011 to protect and promote the interests of patients and the public in health research and to streamline the regulation of research. We aim, with partners, to make the UK a great place to do health research, to build confidence and participation in health research, and so improve the nation’s health.
   2. This diagram illustrates where the HRA fits into the health and care system, alongside our partners:



* 1. In protecting and promoting the interests of patients, participants and the public in health research, we need to understand their expectations. Our experience so far suggests that they:
  + want and expect a good research base for the care they receive
  + have an appetite for contributing to it
  + see the importance of openness and transparency   
    and
  + value the oversight of Research Ethics Committees in ensuring their interests are protected, while avoiding unnecessary bureaucracy.
  1. In partnership with patients and the public, the HRA are developing a Public Involvement Strategy which will inform how we continue to ensure their input into our work.
  2. It is clear that there is a fundamental link between promoting the public’s interests in health research and protecting them when they participate in research, and that these are complementary. Patients, participants and the public share an interest with researchers and sponsors in ensuring good, ethical research is carried out, subject to proportionate regulation. The HRA’s role in streamlining the research processes will not only increase opportunities for patients and the public to take part in research, but will also make this country a more attractive place for companies to do research. This investment will, in turn, benefit patients and the public.
  3. The HRA was established by Government in response to a review by the Academy of Medical Sciences of research regulation, as announced in the Government’s Plan for Growth (2011).
  4. In accordance with the new Care Act provisions of 2014 the HRA was established as a new, statutory Non Departmental Public Body (NDPB) as of 1 January 2015.

1. Research Systems
   1. The Research Systems team was established October 2014, with the Deputy-Director appointed in January 2015.
   2. We are a small team responsible for the delivery, support and maintenance of the HRA’s principal bespoke operational systems. Service provision is outsourced with the current contract ending on the 31 March 2016.
   3. The team’s Service Delivery function, working in partnership with the outsourced service provider, has recently been supplemented by a quality function.
   4. We provide services to both internal customers (CAG, RES and HRA Approval) and external organisations, principally using IRAS, including CRN and the Ministry of Justice.
   5. The team’s primary focus at present is the implementation and roll-out of a project known as HRA Approval. When HRA Approval is fully rolled out, it will remove the need for NHS permission to be issued by each participating organisation and will replace the local R&D approval process.
   6. Beyond HRA Approval, other work will include addressing new legislation for EU clinical trials coming into effect in 2017:
   * The regulation establishes a harmonised approach to submission, assessment and reporting of clinical trials with the implementation of consistent rules throughout the Member States. These processes are to be supported by an EU portal and EU database which will ensure a centralised workflow with monitoring by the relevant parties.
   * It is unlikely that the EU clinical trials regulation (CTR) will apply before the second quarter of 2017.
   1. In addition, a long-term programme of work is being developed both in response to the HRA’s 2015/16 business plan and to set direction for future business plans. It includes a large number of outline projects that support key business planning themes, which will serve to improve confidence in health research and facilitate greater process efficiency. Some of the projects have been driven from requirements within the Research Systems function, whereas others will be needed to support the HRA’s business including enhanced system interfaces with other partners in the research community e.g. NIHR Clinical Research Network, changes required for the implementation of the CTR, and improvements to IRAS to support our role in coordinating and streamlining the regulatory system and transparency.
2. Systems / Portals / Sites
   1. There are two principal systems, IRAS and HARP, and six supplementary systems/portals/sites that will be covered by the Service.
   2. **IRAS** (Total number of users: 12 Admin, 176,000 Non-Admin, (12,500 unique account logins per month)): a web based system for applying for the permissions and approvals for health and social care/community care research in the UK.
   3. IRAS is based on the following technologies:
   * Microsoft .Net Framework 2
   * VB.Net
   * ASP.NET Web Forms
   * Microsoft SQL Server 2008
   * Telerik AJAX Controls
   * jQuery
   * HTML, CSS
   * ADO.NET
   * XML, XSLT
   * Windows Services
   1. It is anticipated that some of the IRAS technologies will have been upgraded prior to the commencement of the Service.
   2. **HARP** (Total number of users: 643): a web based management information system used by the HRA, the Social Care REC and the devolved administrations for all research ethics applications that require NHS REC review. HARP is used to manage the process of booking applications onto REC committees; recording and measuring the time taken to award decisions, produce correspondence, manage meetings and contacts, and produce research summaries. HARP is also used to manage the HRA Approval process.
   3. HARP is based on the following technologies:
   * Microsoft .Net Framework 4
   * C#
   * ASP.NET
   * Microsoft SQL Server 2008
   * Twitter Bootstrap
   * jQuery
   * ASP.Net Web API
   * HTML, CSS, JSON
   * Microsoft Entity Framework 5
   1. **CAG** (Assessment Review Portal) (Total number of users: 25): a web based management information system used by the HRA for all CAG applications. CAG is used to store application documents, manage the recording and measuring time taken to award decisions, produce correspondence, and manage meetings and contacts. CAG is based on the same technologies as HARP.
   2. **TOPS** (Total number of users: 341): a web based management information system managed by the HRA that aims to prevent participants from taking part too frequently in trials of new medicines. TOPS is based on the same technologies as HARP.
   3. **HRA Approval Portal** (Total number of users: 120): links to HARP and allows non-HRA staff to view study data and associated documentation. The portal is based on the same technologies as HARP.
   4. **Committee Members Portal** (Total number of users: 369): links to HARP and allows REC Committee Members to view study data and associated documentation. The Portal is based on the same technologies as HARP.
   5. **Decisions Tool Website** (Total number of admin users: 5, approximately 500 visits per day): static web page containing information/guidance relating to IRAS, updated approximately 6 times a year.
   6. **GFI** (Total number of users: 4): an intermediary system designed to allow full electronic submission between IRAS and external systems by providing a set of web services. The GFI is based on the following technologies:
   * Microsoft .Net Framework 2
   * VB.Net
   * ASP.NET Web Forms
   * Microsoft SQL Server 2008
   * Telerik AJAX Controls
   * jQuery
   * HTML, CSS
   * ADO.NET
   * XML, XSLT
   * Windows Services
   * SOAP XML Services
   1. The relationship between these systems is illustrated in Appendix A.SECTION B: AIMS, SCOPE, OUTCOMES AND TIMETABLE
3. Aims and Objectives of the Contract
   1. The HRA are seeking a supplier to maintain or improve upon the current service provision and to engage in a collaborative technical partnership. This Service will be delivered by named personnel. The assigned team will have demonstrable expertise in the various underlying technologies as well as, ideally, demonstrable ability to operate in the health research landscape.
   2. The HRA Research Systems team is small (currently 9 personnel including the Deputy-Director). As such the Supplier must take this into account when determining the level of interaction they may desire or require in the execution of their duties. The team’s organisation chart is available in Appendix C.
   3. The Supplier’s development methodology must be compatible with HRA practices and with the limited availability for stakeholders for direct involvement in development. This could, for example, make a SCRUM based methodology problematic.
   4. The Supplier will need to propose and implement a knowledge transfer strategy that minimises the direct impact on HRA staff.
   5. The Supplier will need to propose and implement a migration strategy that minimises both disruption and the direct impact on HRA staff. They will be required to inherit and effectively deliver any work that is ‘in flight’ at the point the contract is awarded.
   6. The Supplier will apply rigorous project management controls to ensure that delivery milestones as determined by HRA delivery staff are met. This will include releasing code to test environments and producing technical documentation to support code design.
   7. The Supplier will apply rigorous quality assurance and control standards (including software testing), the operation of which will be fully transparent and open to full inspection by the HRA’s own Quality function. They will conform to HRA policies, procedures and standards that may be applicable (e.g. data security). All aspects of the service will incorporate appropriate quality assurance and risk management aspects.
   8. The Supplier will manage the day-to-day relationship with the HRA’s selected infrastructure provider and interact effectively and in a spirit of partnership with HRA delivery and project management personnel and analysts.
   9. The Supplier will meet or exceed all KPIs and SLAs defined in Sections 10.82 and 10.83. (Performance Measures)
   10. The Service will be based on the Supplier’s site; it is ***not*** required that the Service be provided from within the United Kingdom, although it should be provided from within the European Union.
4. Scope of Services

In Scope

* 1. Unless specifically excluded, the provider will be responsible for all aspects of development, deployment, maintenance and support of the HRA’s principal operational systems. This will include:

Design & Documentation

* + Refinement of specifications (in collaboration with HRA staff) and translation into technical documents
  + Production of requirements specifications (in collaboration with HRA staff) for non-business generated requirements (e.g. technical enhancements).
  + Support of technical architecture management and software architecture design
  + Production, maintenance and enhancement of technical documentation.

Development & Maintenance

* + Provision, management and maintenance of source control infrastructure
  + Custom software development as directed by the Research System team
  + Software QA and testing
  + Software deployment and implementation management.

Process Management

* + Software development process management
  + Software project management
  + Issue tracking and task management software hosting.

Infrastructure

* + Development and testing environment provision and management
  + Management of the day-to-day relationship with the HRA’s selected infrastructure provider
  + 24/7 Windows server support and maintenance
  + Microsoft Internet Information Services administration
  + Firewall management
  + Systems availability monitoring
  + Disaster Recovery & Business Continuity planning and management
  + Capacity planning.

Support

* + Help Desk VoIP/telephony infrastructure
  + 1st line Help Desk support
  + 2nd and 3rd line support
  + SQL Server database administration and performance tuning.

Transfer of Infrastructure Provider

* + The contract with the current infrastructure provider will come to an end in July 2017. The Service supplier will be required to cooperate in the transfer of the contract to a new infrastructure provider, should that be necessary. In addition, at the start of 2017, we would be looking for our Service provider to provide technical design options for the new infrastructure which would then be put forward for Tenderers to base their proposals and quotes upon.

Technology Expertise / Support required

* + Microsoft Windows Server 2088 to 2012
  + Microsoft IIS
  + Microsoft SQL Server 2008 to 2012
  + Microsoft Transact SQL (T-SQL)
  + Microsoft ASP.NET (VB.NET)
  + Microsoft ASP.NET (C#)
  + Microsoft MVC Web API
  + Microsoft Windows Forms
  + Microsoft Windows Services
  + ADO.Net
  + Microsoft Entity Framework 4
  + Telerik AJAX controls
  + HTML
  + XML
  + Twitter Bootstrap
  + Javascript
  + JQuery.

Out of Scope

* 1. The following aspects of the software development lifecycle will fall within the remit of HRA personnel and outside of that of the Supplier:
  + User requirements gathering
  + User requirements approval
  + Production and approval of requirements specifications
  + Management of post-delivery system testing, system integration testing, acceptance testing (Note: Supplier support of these activities will be required).
  1. The provision and direct management[[1]](#footnote-1) of our Production/Live Infrastructure is outside of the scope of this service.
  2. Non-operational systems utilised by the HRA (i.e. any systems not explicitly listed) are outside of the scope of this Service.

Transition of Service

* 1. The Supplier will be required to have completely and successfully transitioned the Service from the incumbent by the commencement of the contract (1 April 2016). Transitioning will commence from the signing of the contract (anticipated to be mid-December).
  2. At a minimum, the Supplier’s transition plan needs to achieve the following no later than the commencement of the contract:
  + A good relationship between organisations and organisations’ personnel.
  + An agreed work-plan for development and maintenance which covers all known items and issues – including allocation of issues that are ‘inflight’ at the point at which the contract commences. The plan to have clear schedule, responsibilities, priorities, etc. All in-flight work and outstanding issues will be taken on by the Supplier unless specifically agreed otherwise on a case by case basis.
  + All Help Desk and support processes fully embedded.
  + All necessary infrastructure replicated and in place (e.g. VoIP, development and test environments, etc.).
  + The migration of all Service related data. This includes, but is not limited to, live data, test data, (JIRA) task and issue management data.
  + Knowledge transfer from incumbent organisation/personnel to Supplier and their personnel.
  + Supplier aware of HRA stakeholder related processes (e.g. management boards).
  + Relevant HRA standards, processes and procedures adopted and applied.
  + The infrastructure provider relationship fully understood and transitioned to Supplier.
  + KPIs & SLAs agreed and established.
  + Performance levels in line with agreed Service Levels.
  + All billing milestones set-up with HRA Finance.
  + Control of source code, including all steps required for verification of source code against live.
  + Successful transition within the budgetary parameters set.
  1. During the transition appropriate escrow arrangements shall be put in place, by the HRA and at the HRA’s expense, between the incumbent and the Supplier.

1. Service Outcomes
   1. The Supplier shall provide a Service which:
   * Develops, maintains and documents systems which continue to meet, in a timely manner, the needs of the HRA, users and other stakeholders.
   * Assures and controls the quality of the Service and systems delivered.
   * Provides guidance on a sound, robust and documented technical architecture.
   * Provides an appropriate means for tracking tasks and issues that arise during software development and maintenance and during Production Operations.
   * Provides appropriate and managed environments for all development and testing activities.
   * Ensures servers are secure, robust and supported.
   * Ensures deployments and implementations are conducted efficiently and with minimal disruption.
   * Provides full management and maintenance of source-code and data and their repository/DBMS.
   * Provides 1st, 2nd and 3rd line support (on an appropriate VoIP/Telephony infrastructure) along with system availability management and monitoring.
   * Works very closely and seamlessly with the Infrastructure Provider (currently Rackspace).
   1. The required performance levels relating to these Service elements are described under Sections 10.82 and 10.83 (Performance Measures).
2. Timetable
   1. The following table identifies some of the key milestones associated with this contract:

Table 1: Milestone Dates Table

|  |  |
| --- | --- |
| **Milestone** | **Target Date** |
| Publish Contract Notice | 30 October 2015 |
| Publish ITT | 30 October 2015 |
| Question Deadline | 13 November 2015 |
| Tender Deadline | 27 November 2015 |
| Award Decision | 11 December 2015 |
| Contract Signed | 4 January 2016 |
| Transition Commences | 4 January 2016 |
| Contract Go-Live | 1 April 2016 |
| End of Transition Period | 15 April 2016 |
| IT Security Plan Submitted | 21 April, 2016 |
| Exit Plan Agreed | 1 July, 2016 |
| BC/DR Plan Submitted | 1 July, 2016 |
| Initial Formal Service Review | 31 July 2016 |

SECTION C - DETAILED REQUIREMENTS

1. Service Description and Service Delivery

Requirements

* 1. The services to be provided are:
  2. **Software development and management:** IRAS, HARP and other systems currently have a release frequency of, or close to, one per month. Whilst some releases will be purely maintenance, the majority will typically include additional or changed functionality.
  3. The HRA will produce requirements specifications (see Appendix F) outlining a functional requirements catalogue, risks and issues. The Supplier will be required to work with the HRA to plan work streams and refine and finalise requirements specification documents, ensuring that relevant technical factors have been considered, particularly in relation to development work involving more than one system and, if necessary, recommending technical options. The Supplier will also produce appropriate technical documentation to support development along with the production of early screen prototypes prior to commencing full design and implementation of solutions utilising an appropriate methodology.
  4. The Supplier will conform to HRA/DH policies, procedures and standards that may be applicable.
  5. Development teams will have a named development-lead.
  6. Development management responsibility will encompass configuration management of code branches and environments (merging and deploying code).
  7. Any IPR created as a consequence of software development remains the property of the HRA.
  8. **Technical architecture management, including software architecture design:** The Supplier will provide guidance to the HRA on systems architecture design; in particular, technical design guidance linked to integrating external systems with HRA systems; utilising modern programming technologies.
  9. **Production, maintenance and enhancement of Technical Documentation:** The Supplier will provide technical design documentation linked to the development and release of new systems, enhancements to existing systems and fault rectification.
  10. This documentation will include:
  + Technical Design (high level and detailed)
  + Solution architecture diagram
  + Data dictionary
  + Program specifications
  + Build (configuration) documentation
  + Release notes
  + Integration test scripts, logs and reports.
  1. The Supplier will also work with the HRA to retrospectively document any aspect of the system where this is identified as necessary.
  2. **Software QA and Test**: The Supplier will have documented and maintained procedures and standards that cover all elements of the software development lifecycle that fall within their remit. The procedures will incorporate or support a process of continuous improvement. There will be evidence of independent auditing of compliance with these procedures.
  3. The Supplier will have input into, and will be required to comply with, the Master Test Plan. They will be required to report against their testing responsibilities and, on request, provide evidence of compliance with the plan (including providing access to test specifications/scripts and execution logs).
  4. Help Desk will be expected to contribute to pre-deployment testing on occasion and will be involved in post-deployment testing.
  5. **Issue tracking and task management software hosting**: The Supplier will provide, configure, manage and host a web-based system, such as JIRA or equivalent, which is accessible by both Supplier and HRA staff. The online systems will be used for the monitoring of Help Desk calls, software development management, release management, software test control, defect management and infrastructure management.
  6. **Environment provision & management**: The Supplier will be required to provide environments (hardware, software and network infrastructure etc.) required for development and testing (including HRA testing); this will include the provision of all relevant software licences. At present there are instances of each of the following environment types to support each of the HRA’s operational IT systems:
  + Development
  + Test
  + Staging (hosted by infrastructure partner)
  + Emergency fix
  1. It should be possible to provide multiple instances of each of the development, test and emergency fix environments.
  2. The Supplier will manage all aspects of all the environments including security. HRA will be able to audit any aspect of environment management.
  3. **Software Deployment Management**: The Supplier will be responsible for managing, maintaining and assuring the integrity of the code and of code branches along the route-to-live through the application of relevant HRA and Supplier procedures and using the environments previously described.
  4. **24/7 Windows server support and maintenance**: The Supplier will provide Windows Server support for the Production Environment, in liaison with the infrastructure/server provider and ensure stability in line with defined and agreed SLAs. The Supplier will also provide Non-Production Windows Server support, between 8am and 6pm Monday to Friday (excluding UK Bank Holidays), again with stability in line with defined and agreed SLAs.
  5. Duties will include:
  + Login to each server 2 times a day (in the morning and in the evening) including holidays:
    - Monitor CPU loading using infrastructure provider’s dashboard; take any remedial action required.
    - Monitor disk space using infrastructure provider’s dashboard; take any remedial action required.
    - Monitor applications’ status (HARP, IRAS etc.); take any remedial action required.
    - Perform basic security audit.
    - Monitor and reply to support tickets:
      * Tickets from infrastructure provider are reviewed every morning.
      * Ad-hoc replies to urgent tickets responded to during the day.
  + 24/7 on call – be available at the phone 24/7 in case urgent ticket is raised by infrastructure provider.
  1. **Microsoft Internet Information Services administration**: The Supplier will provide full web server administration, including:
  + Configuration (content serving, request processing, HTTPS settings, security, etc.).
  + Monitoring.
  1. **Firewall management**: The Supplier will manage the HRA firewalls. This will include:
  + Liaising with the server provider.
  + Keeping the firewall secure, current and functional.
  + Maintaining firewall rules and system/group definitions:
    - Monthly review of the firewall rules
    - Add/remove firewall rules
    - Document firewall rules and set rules priority
    - Backup firewall rules to spreadsheets.
  + Monitoring.
  + Log file analysis.
  1. **Maintain and manage the source control (Microsoft TFS) infrastructure**: The Supplier will manage and maintain the source-code repository. Responsibilities will include managing:
  + Users and groups
  + Security permissions and inheritance
  + Configuration
  + Monitoring
  + Maintenance.
  1. **1st line Help Desk support**: The Supplier will provide a Help Desk between the hours of 9am to 5pm Monday to Friday (excluding UK Bank Holidays) to support the HRA systems. The Help Desk must be capable of receiving approximately 800 telephone calls and 350 emails per month and meeting call times defined in the SLA.  The calls and emails are typically evenly divided between enquiries and tickets.
  2. The Supplier will be responsible for training Help Desk staff in the operation of HRA systems and updating them on any new releases.
  3. The Supplier must provide monthly reports on Help Desk activity in a format agreed upon with the HRA.
  4. The Help Desk will provide first line support and perform incident triage, management and resolution.
  5. The Help Desk will have a nominated Help Desk manager who will be the main Help Desk liaison point with the HRA.
  6. **Help Desk VoIP/telephony infrastructure**. The Supplier will provide all Help Desk VoIP and other necessary infrastructure requirements to enable the Help Desk to fulfil their role.
  7. **2nd/3rd line application support**: The Supplier will provide all aspects of the 2nd/3rd line in accordance to the SLA. This support will be provided 9am and 17:30pm Monday to Friday (excluding UK Bank Holidays).
  8. **Systems availability monitoring:** The Supplier will provide proactive service monitoring across all HRA systems.
  9. **SQL Server database management**: The Service provider will manage and administer all aspects of the HRA’s databases residing on two physical servers, including:
  + Administration
  + Design
  + Configuration
  + Diagnostics
  + Tuning
  + Maintenance.
  1. **Disaster Recovery & Business Continuity planning and management**: Provide the planning and management to allow us to restore a full replica of our Systems in line with the SLA.
  2. **This point intentionally left blank**
  3. **Technology Expertise/Support required**: (see list in Section 7: In Scope)

Supplier Provision

Provision of Support Equipment

* 1. The Supplier will be responsible for providing all equipment and the office location for the Service staff to operate. This includes the provision of at least internet access, computers and development/support software.

Provision of Telephone Line

* 1. The Supplier will support the current Help Desk telephone numbers for System Users to dial into at no cost to the HRA. The receiving system must be capable of taking voicemail messages, handling more than one incoming call at a time, and being diverted if required.

Provision of Email Address

* 1. The Supplier will utilise the current email address for System Users to contact the Help Desk regarding issues.

Provision of Issue Tracking and Task Management Tool

* 1. The Supplier will provide an issue tracking and task management system to:
  + Record, classify and track the response to all reported issues.
  + Record and manage tasks.
  + Be capable of recording additional configuration items as directed by the HRA.
  1. The Supplier will be responsible for any migration required of data from the existing JIRA system onto the Supplier’s system, to enable seamless management of ongoing issues.
  2. The Supplier will be responsible, at their expense, for the training of HRA staff in any tool, other than JIRA, used for this purpose.

Quality Aspects

Policies, Processes & Procedures

* 1. The HRA is seeking ISO9001:2015 certification and, as such, will expect any Supplier to apply compatible quality management systems.
  2. The Supplier will conform to HRA/DH policies, procedures and standards that may be applicable to the Service.
  3. The Supplier will be able to evidence that they apply robust IT Service Management practices.

Staff

Staffing Levels

* 1. The current development resource is structured into 2 development teams that support IRAS and the HARP based systems. Both teams work on the development of new features, maintenance activities and 2nd and 3rd line support.
  + IRAS is supported by 5 developers, headed by a senior developer. Each developer is a named resource and works exclusively on IRAS for approximately 21 days per month. IRAS developers may also support development work on the GFI.
  + HARP and HARP based systems (CAG, the Committee Members Portal, TOPS, The HRA Approval Portal) are supported by 3 developers, headed by a senior developer. Each developer is a named resource and works exclusively on HARP based systems for approximately 21 days per month. HARP developers may also support development work on the GFI.
  + The IRAS senior developer also has overall responsibility for management and coordination of both development teams. One of the IRAS developers has responsibility for managing code branches (merging code branches etc.) and test environments.
  1. The HRA requires potential providers to provide resource plans (see Section B Solution Proposal) which will be assessed in order to determine that proposed resource allocation is suitably qualified, experienced and sufficient in number to meet the requirements of the specification.  The current resource allocation is described to tenderers to outline how the HRA’s needs are currently met.  This description is intended to be illustrative only, and tenderers may propose alternatives if an alternative approach could meet the requirement.
  2. The Supplier will be responsible for ensuring that staffing levels are appropriate and adequate for the successful delivery of the Service and remain within budget constraints.
  3. The Supplier will have a clear process for handling the introduction of personnel to, and the exit of personnel from, the Service.

Staff qualifications and experience

* 1. The Supplier will be responsible for ensuring that staffing qualifications and experience are demonstrably appropriate and adequate for the successful delivery of the Service.
  2. All staff will have an acceptable level of spoken English. It will be at the HRA’s sole discretion whether staff language skills are acceptable. If they are not acceptable the HRA will require the Supplier to change staff within two weeks.
  3. The Supplier will address performance/capability feedback from HRA and put in place agreed remedial action to be effective within two weeks or to an agreed timescale.

Staff, Contacts and Notifications

* 1. A callout plan showing all contacts to be notified in response to issues will be agreed with the Supplier and HRA, and maintained by the Help Desk.
  2. The HRA are to approve any Service staff changes and are always to be aware of the names of the Service Staff.
  3. No other personnel should be allowed to access to HRA systems other than those approved by the HRA.
  4. The Supplier will be required to perform security checks, at the Supplier’s expense, as directed by the HRA on Service personnel.

Increase in staff levels and Scope of Support

Staff Level Variance

* 1. The Supplier is required to develop, maintain and support the specified systems; however, there may be changes, in future, that require the supplier to vary the level and/or mix of staff provided. These changes will normally be agreed as part of the quarterly reviews, but can be agreed between reviews.
  2. The HRA will work with the Supplier to mitigate the effect of any changes through the reprioritisation of other work and will therefore expect any increases in requirements to be provided without additional charge as long as the increase in workload does not require additional personnel for the Supplier to maintain adherence to the requirements. If it is agreed that additional personnel are required, the charges will be applied in accordance with the Rate card.
  3. The Supplier will aim to provide any additional suitably qualified and experienced personnel as quickly as possible. The Supplier will agree with the HRA, in each case, a target date for additional resources to be deployed.

Staff Training

* 1. All personnel will be provided with any training required to deliver the Services defined to the required service levels. This will be at the Supplier’s expense.
  2. The Supplier is responsible for carrying out the technical training on the operational and support systems specified, however such training can occur under Standard Hours as covered in this contract.
  3. Training for any additional systems, and the associated costs, will be the responsibility of the HRA unless otherwise agreed between the HRA and the Supplier.

Management of Staff and Accountability Structure

* 1. The Supplier will be responsible for the day-to-day management of their staff associated with this Service.
  2. The Supplier will provide a contact list to the HRA indicating those to be contacted in relation to the various aspects of the service; including escalation points where appropriate.
  3. The HRA will provide the Supplier with a corresponding contact list.

Regular Operational Interaction between HRA and Supplier

* 1. All communication described below can be via email, telephone or Lync/Skype/Google Hangout.
  2. The HARP and IRAS Delivery Manager will interact on a daily basis with the Supplier’s HARP and IRAS technical delivery team (referred to as technical delivery team) to discuss delivery, maintenance, deployment and testing.
  3. The HARP and IRAS Delivery Managers will usually manage/coordinate such calls; however, the technical delivery team will also be expected to instigate communication if required.
  4. The HARP and IRAS Delivery Managers will chair a minimum of one weekly meeting (usually a Friday) with the technical delivery team(s) to discuss progress of previous week’s work; the next week’s work plan; Help Desk call status; testing and any other business.
  5. The HARP and IRAS Delivery Managers will arrange meetings to discuss and coordinate deployments to both the test environments and to the live environment.
  6. The Supplier should have one nominated lead developer (per HARP and IRAS development team) to act as the main focal point for all communications between HRA Research Systems and the provider; however, the Delivery Manager still requires access to other technical delivery team members.
  7. The HARP and IRAS Delivery Managers produce project plans for every delivery, outlining deadlines for development to end, and dates on which code needs to be uploaded to the different test environments and finally the Production environment (the go-live date).
  8. The technical delivery team interacts with the HARP and IRAS Delivery Managers to ensure that delivery milestones are realistic, achievable and met.
  9. The HARP and IRAS Delivery Managers will meet with the technical delivery team to translate user requirement documentation, into both high and low level technical documentation, to enable development to proceed.
  10. It is the responsibility of the Supplier to produce the technical documentation.
  11. The HARP and IRAS Delivery Managers will interact with the Help Desk manager as required to discuss access issues and fault rectification.
  12. The HARP and IRAS Delivery Managers also signs off Help Desk reports (see Appendix D) including the format of such reports.

**Systems Delivery Manager (SDM)**

* 1. The SDM can interact with the HARP/IRAS technical delivery team to discuss delivery, maintenance, deployment and testing.
  2. Communication can be via email, telephone or Lync/Skype/Google Hangout.
  3. The SDM will usually manage/coordinate such calls; however, the technical delivery team will also be expected to instigate communication if required.
  4. The SDM meets with the Supplier’s senior development manager at least once a week to discuss overall delivery across both systems.

Performance Measures

Service Levels

* 1. For Service Levels, see Appendix B

Key Performance Indicators

* 1. For ease of service delivery and quality monitoring, a number of KPIs will be defined and reported against. These will include:
  + A minimum of 80% of calls to the Help Desk to be answered within 5 rings.
    - Rectification times for the various categories of issues
    - Rectification times for the various categories of software faults
    - Software enhancement evaluation deadlines met
    - Defect leakage from Supplier testing
    - Rate of ‘first-time fix’ on defects
  + Adherence to defect priority timescales for resolution

SECTION D: CONTRACT MANAGEMENT AND REPORTING

1. Contract period and Payment Terms

Length of contract

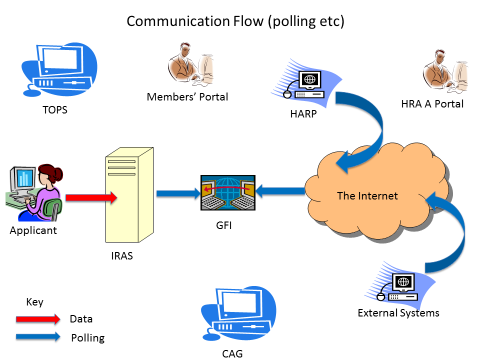
* 1. The HRA strategy to secure long-term objectives through the stable provision of quality services requires a contract of three to five years’ duration.
  2. It is the HRA’s intention to award an initial contract for a period of 3 years from 1st April 2016 until 31st March 2019. There are options to extend the contract for 2 periods of up to 12 months each at the HRA’s sole discretion. The upper cost estimate provided in section II.3) is the maximum sum available for the full 5 years, including the available extension options.

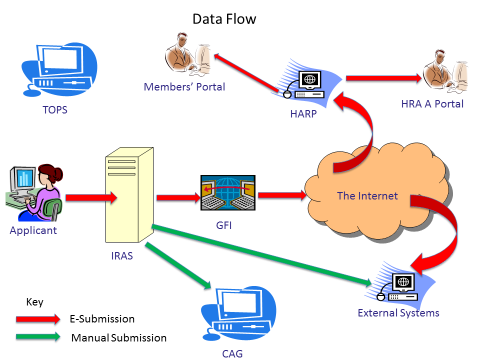
Payment terms and Payment Incentives

* 1. The contract is value is capped at £1,000,000 in any year.
  2. Whilst the above describes the allocated budget, the HRA will look favourably on proposals that deliver the required Service to the required Service Levels whilst at the same time adding further value and/or reducing cost.

1. Contract Monitoring
   1. The Supplier will provide a monthly report of performance against KPIs and the SLA.
   2. The Supplier will be responsible for providing ad hoc reports as requested by the HRA.
   3. The Supplier is to provide the HRA with a report of the hours worked by personnel under this contract on request.
   4. The Supplier will meet with HRA management on a quarterly basis to conduct service management reviews, which can be undertaken virtually. However, the Supplier shall, at their own expense, attend at least one service management review meeting in person at HRA premises once per year.
   5. Two weeks prior to each review meeting the Supplier shall provide a written service management review report to the HRA regarding the provision of the Services and the operation of this Contract. Such contract management report shall contain:
   * details of the performance of the Supplier when assessed in accordance with the KPIs and Service Levels since the last such performance report
   * details of any complaints from or on behalf of service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report
   * a status report in relation to the implementation of any current Remedial Proposals by either Party
   * a review of current demand and resource levels
   * such other information as reasonably required by the HRA
2. End of Contract
   1. Within three months of the commencement of the contract, the Supplier will supply and agree, with the HRA, an exit plan.
   2. The exit plan will make clear:
   * How the exit will be managed
   * The roles of the Supplier, the HRA and, where applicable, the third-party that will be assuming the Service provision post-exit.

Appendices  
Appendix A: Illustrative Polling and Data Flow





**Schedule 5(b) Tender Response Document**

# Supplier Information

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1.1 Supplier details** | **Answer** | | | |
| Full name of the Supplier completing the questionnaire | BGO Media Ltd. | | | |
| Registered company address | fl. 10, 159 “Tzar Boris III” Blvd., 1618, Sofia, Bulgaria | | | |
| Registered company number | BG200119953 | | | |
| Registered charity number |  | | | |
| Registered VAT number | BG200119953 | | | |
| Name of immediate parent company |  | | | |
| Name of ultimate parent company |  | | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | | ☐ **Yes** | |
| ii) a limited company | | ☒ **Yes** | |
| iii) a limited liability partnership | | ☐ **Yes** | |
| iv) other partnership | | ☐ **Yes** | |
| v) sole trader | | ☐ **Yes** | |
| vi) other (please specify) | | ☐ **Yes** | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | | ☐ **Yes** | |
| ii) Small or Medium Enterprise (SME) [[2]](#footnote-2) | | ☒ **Yes** | |
| iii) Sheltered workshop | | ☐ **Yes** | |
| iv) Public service mutual | | ☐ **Yes** | |
| **1.2 Bidding model** | | | |  |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | | |  |
| a)   Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | | ☒ **Yes** | |  |
| b)   Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | ☐ **Yes** | |  |
| c)   Bidding as Prime Contractor but will operate as a managing agent and will use third parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | ☐ **Yes** | |  |
| d)   Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the HRA may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | | ☐ **Yes**  **Consortium members**  **Lead member** | |  |
| e)    Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix. | | ☐ **Yes**  **Consortium members**  **Current lead member**  **Name of Special Purpose Vehicle** | |  |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Supplier contact details for enquiries about this questionnaire | |
| Name | [REDACTED] |
| Postal address | Fl. 10, 159 “Tzar Boris III” Blvd., 1618, Sofia |
| Country | Bulgaria |
| Phone | [REDACTED] |
| Mobile | [REDACTED] |
| E-mail | [REDACTED] |

|  |  |  |
| --- | --- | --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** | | |
| 1.4.1 | Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | ☐**Yes** ☒**No**  If Yes, please provide the registration number in this box. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | ☐**Yes** ☒**No**  If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

**2 - Grounds for mandatory exclusion**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position, please provide details using a separate Appendix. You may contact the HRA for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; | ☐ **Yes** | ☒ **No** |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; | ☐ **Yes** | ☒ **No** |
| 1. the common law offence of bribery; | ☐ **Yes** | ☒ **No** |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; | ☐ **Yes** | ☒ **No** |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  | |
| (i) the offence of cheating the Revenue; | ☐ **Yes** | ☒ **No** |
| (ii) the offence of conspiracy to defraud; | ☐ **Yes** | ☒ **No** |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; | ☐ **Yes** | ☒ **No** |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; | ☐ **Yes** | ☒ **No** |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; | ☐ **Yes** | ☒ **No** |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; | ☐ **Yes** | ☒ **No** |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; | ☐ **Yes** | ☒ **No** |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or | ☐ **Yes** | ☒ **No** |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | ☐ **Yes** | ☒ **No** |
| 1. any offence listed— |  | |
| (i) in section 41 of the Counter Terrorism Act 2008; or | ☐ **Yes** | ☒ **No** |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; | ☐ **Yes** | ☒ **No** |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); | ☐ **Yes** | ☒ **No** |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; | ☐ **Yes** | ☒ **No** |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; | ☐ **Yes** | ☒ **No** |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; | ☐ **Yes** | ☒ **No** |
| 1. an offence under section 59A of the Sexual Offences Act 2003; | ☐ **Yes** | ☒ **No** |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 | ☐ **Yes** | ☒ **No** |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or | ☐ **Yes** | ☒ **No** |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— | ☐ **Yes** | ☒ **No** |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or | ☐ **Yes** | ☒ **No** |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | ☐ **Yes** | ☒ **No** |
| **Non-payment of taxes**  **2.2 Has it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? | ☐ **Yes** | ☒ **No** |

**3. Grounds for discretionary exclusion – Part 1**

The HRA may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; | ☐ **Yes** | ☒ **No** |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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; | ☐ **Yes** | ☒ **No** |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; | ☐ **Yes** | ☒ **No** |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; | ☐ **Yes** | ☒ **No** |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; | ☐ **Yes** | ☒ **No** |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; | ☐ **Yes** | ☒ **No** |
| 1. your organisation has 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; | ☐ **Yes** | ☒ **No** |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or | ☐ **Yes** | ☒ **No** |
| (i) your organisation has undertaken to |  | |
| (aa) unduly influence the decision-making process of the contracting HRA, or | ☐ **Yes** | ☒ **No** |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or | ☐ **Yes** | ☒ **No** |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | ☐ **Yes** | ☒ **No** |

**Conflicts of interest**

In accordance with question 3.1 (e), the HRA may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the HRA, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the HRA should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question (g), the HRA may assess the past performance of a Supplier (through a Certificate of Performance provided by a customer or other means of evidence). The HRA may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this questionnaire. The HRA may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the HRA may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the HRA in each case.

If such evidence is considered by the HRA (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct

clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities and

taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the HRA to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

1. **THIS SECTION IS NOT USED**
2. **THIS SECTION IS NOT USED**

**5 - Economic and Financial Standing**

|  |  |  |
| --- | --- | --- |
|  | **FINANCIAL INFORMATION** | |
|  |  | |
| 5.1 | **Please provide one of the following to demonstrate your economic/financial standing;**  Please indicate your answer with an ‘X’ in the relevant box. | |
| 1. A copy of the audited accounts for the most recent two years | ☒ **Yes** |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation | ☒ **Yes** |
| 1. A statement of the cash flow forecast and latest Financial Management Reports for the current year and a bank letter outlining the current cash and credit position | ☐ **Yes** |
| 1. Alternative means of demonstrating financial status if any of the above are not 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** |
| 5.2 | This question intentionally left blank |  |  |
| 5.3 | **(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?**  If yes, please provide the name below:   |  | | --- | | Name of the organisation | |  | | Relationship to the Supplier completing the questionnaire | | ☐ **Yes**  ☒ **No** |
| If yes, please provide ultimate / parent company accounts if available. | ☐ **Yes**  ☒ **No** |
| If yes, would the ultimate / parent company be willing to provide a guarantee if necessary? | ☐ **Yes**  ☒ **No** |
| If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) | ☐ **Yes**  ☒ **No** |

**6 – Technical and Professional Ability**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 6 | **Relevant experience and contract examples** | | | |  |
| Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the HRA’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.  The named customer contact provided should be prepared to provide written evidence to the HRA to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. | | | |  |
|  |  | Contract 1 | Contract 2 | Contract 3 | |
| 6.1 | Name of customer organisation | Health Research Authority   UK | Health Research Authority  UK | [REDACTED] | |
| 6.2 | Point of contact in customer organisation  Position in the organisation  E-mail address | [REDACTED] | [REDACTED] | [REDACTED] | |
| 6.3 | Contract start date  Contract completion date  Estimated Contract Value | [REDACTED] | [REDACTED] | [REDACTED] | |
| 6.4 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. | Programming Services for HRA Assessment and Review Portal (HARP)  BGO Media has been contracted to develop and support the HRA Assessment and Review Portal. The services included were:  Software architecture and design, software development on the Microsoft technology stack, database design, data migration, systems infrastructure support and helpdesk service. BGO has provided dedicated named personnel having both experience in the technology and business knowledge precisely in clinical trials review process. The software has been delivered on time, in budget and matching the required high quality expectations. | Programming and Support Services for HRA Assessment and Review Portal (HARP), the Integrated Research Application system (IRAS) and the Over-Volunteering Prevention System (TOPS).  BGO provides systems development, servers support and helpdesk services to HRA. BGO and HRA Teams managed to release successfully more than 15 new versions of these systems during the contract period while meeting agreed SLAs and KPIs. BGO provides dedicated named personnel having both experience in the technology and business knowledge in the clinical trials review process. | Software development, consultancy, project management and QA services provided to develop a new version of an existing emergency response software called Incident Action Plan. The old version has been developed using Microsoft Silverlight and the BGO implementation is based on Microsoft C# MVC and Telerik Kendo UI. BGO is Microsoft Silver Partner for application development and Telerik Platinum Partner. The software development team consists of more than 30 professionals, experienced in the Microsoft and Telerik technology stacks. | |
| 6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this, e.g. your organisation is a new start-up. | | | | | |

# B1. Overview

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | B.1 | Weight | **None** | Word Limit | **1,000** |
| Subject | | Overview | | | |
| Information request | | Please provide a concise summary highlighting the key aspects of the proposal. | | | |
| Criteria | | This response is not evaluated as an individual question. It is used for information only to contextualise the Tenderer response. | | | |

|  |
| --- |
| Tenderer Response  BGO Software is a trade name of BGO Media Ltd., a SME having a successful track record of delivering software development and support services to HRA and other organisations. Due to our experienced personnel and our extensive knowledge of HRA systems, architecture and support, we are in a unique position to ensure that the HRA can continue to meet its delivery and maintenance targets for its research systems with confidence. Our response to this tender is backed by proven evidence that we can deliver and work cohesively with the HRA:   * We have now successfully delivered a number of extremely large projects for the HRA on time and on budget - this includes delivering HARP in nine months which included the data migration of 10 years of legacy data, and the delivery of the current Essential Delivery Plan (EDP) to date. In the case of HARP we actually delivered functionality ahead of schedule with the inclusion of REC E-submissions in the initial package. * Our user support has proven to be extremely effective.  Initial handover of services to BGIO caused a minimum of disruption to users and HRA personnel mainly due to the fact that we use staff that already have experience of supporting the HRA applications. To assist the team we implemented much more advanced and transparent issue management processes and software than had been previously in place. * Our ability to adapt to the HRA’s needs has been proven time and time again and there has been no history of contractual conflicts. The BGO Software/HRA relationship has been focused on delivery and reasonable at all times.   BGO understands that price is always an important metric moving forward. Our tender recognises this and we have included significant discounts over our already low G-Cloud prices in recognition of the stability and length of the contract. However, price can only be compared if you are comparing ‘like for like’ and we are confident our response also represents superior value in terms of experience, time to delivery, less demands on HRA resources and reduced risk:   * Experience, knowledge and continuity:  Our staffs’ experience and knowledge of the systems, technology, support and business processes of HRA and other UK R&D regulatory organisations goes far beyond the time spent in the last few contracts. BGO has recruited some of the most experienced staff and this has resulted in decades of experience being available to this contract. This will ultimately result in greater continuity, less errors and better communication between BGO and the HRA. Our experienced helpdesk staffs know how each individual issue should be handled and who should handle it (BGO, HRA or some other organisation). Ultimately, this knowledge means BGO can work more independently than an inexperienced team - resulting in less disruption to HRA staff and demands on their time. * Reduced effort in Transition to Production: We are already seeing a demanding delivery schedule emerge for next year. Changing contractor at this point will take a considerable amount of time, effort and supervision. It will then take even more time for the new resources to become productive and the likelihood is that they will also require more internal HRA staff time to assist them in the transition to production. There is a significant possibility that delivery schedules will be impacted or even halted – and/or quality could be compromised. Selecting BGO means less disruption and less risk to delivery as our services are already in place and proving effective. * Technical Skill: Our staff recruitment, training and retention strategy enables us to fill the development needs for HRA systems and support even in a much more demanding programme. Our junior staffs are trained in HRA systems technologies and our senior staffs have been involved in the design, management and strategy behind many of the systems in use by the HRA. * Collocation of Technical and Support Services: We have excellent communication and cross training between the technical and support/process specialists. This helps our technical teams understand the user’s needs and helps our support teams to quickly diagnose and resolve technical issues.   We are confident, and that is backed up in evidence by our past performance, that we can meet or exceed the contract requirements. Within this tender we have identified a number of steps to improve quality and work towards a lower cost of maintenance for the systems. Our tender identifies a programme of work to make HRA Software Systems more configurable for common tasks and interfaces more flexible so that less technical resources are required for future changes. In conjunction with that programme we will ensure that comprehensive exit preparations are made for the contract. We feel that once these activities are complete, they will lower the cost of maintaining the systems and make any future tender and change of supplier far less risky. The financial benefits of this strategy will be noticed from year three forwards when the teams will be able to make changes at the same rate as we do currently, but with less manpower.  To summarise, BGO proposes to meet the requirements of the contract without interruption by using an experienced team with a proven track record of delivery. We have reduced our rates and believe we are offering an excellent price for the quality and amount of services offered. However, the real nature of our proposal is all about avoiding risk and delivering best value. Our tender recognises that the future needs of the HRA can only be met by being able to deliver to immediate and challenging deadlines in the short term, and implementing a lower cost and vendor neutral strategy for HRA systems in the long term. BGO can ensure productivity remains on target while working towards a position where future transition to other suppliers carries much less risk.  BGO know how to deliver value to our customers – through confident delivery to time and budget. We have put together the most experienced team of personnel in this field and we have already proven we can deliver. |

# B2. Application support (1st, 2nd & 3rd line)

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| Question | B.2 | Weight | **20** | Word Limit | **2,000** |
| Subject | | Application support (1st, 2nd & 3rd line) (set out in paragraphs 10.25 to 10.36 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of Schedule One - Service Specification) and associated Services delivery management. | | | |
| Information request | | Please describe the resources and associated processes and systems you propose to use in order to meet the requirements of the application support (1st, 2nd & 3rd line) element of the specification. Your description should include:   * a method statement detailing how you propose to provide the application support services; * a detailed resource plan including:   + an organisational chart illustrating the key staff roles and associated functions;   + Availability of key staff (i.e. standard working day 09.00 to 17.00).   + Details of the experience of application support staff in the supporting development technologies outlined in the service description (Schedule One - Service Specification Section B, 7.1). This should include:     - Identification of the technologies     - Length of time working with the technologies   + Details of the experience of application support staff in the supporting similar IT systems to those outlined in the service description (Schedule One - Service Specification Section A, 5). This should include:     - Description of the systems     - Length of time working with the systems     - Details of relevant Help Desk or IT support related qualifications. * where the key roles and associated functions will be hosted and/or located; * the liaison points with the HRA Research Systems and the nature of the interaction * where consortium/subcontracting arrangements exist which consortium member/sub-contractor will provide each role described and the number of suitably qualified and experienced Supplier personnel (referencing numbers of full time equivalent and overall headcount) that shall be allocated to the Service * where there are personnel gaps, an outline description of your recruitment plans and appraisal / training processes * a description of how your solution will manage risks (including provision of the Services to the agreed Prices). * a description of the mechanisms you would employ to ensure that HRA staff are fully informed of Help Desk/support issues. | | | |
| Criteria | | The Tenderer’s response shows that the Tenderer has:   * addressed the requirements of the application support (1st, 2nd & 3rd line) service set out in paragraphs 10.25 to 10.36 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of Schedule 1 - Service Specification * demonstrated a clear organisational structure with associated functions and detailed resource plan, including: * where applicable, describes relevant and defined consortium/sub-contracting arrangements * details of recruitment plans and appraisal/training * processes in relation to any stated personnel gaps; * clear indication of the manner of liaison with HRA Research Systems * assignment of suitably qualified and experienced staff for the provision of the Services and identified appropriate management of these staff. * demonstrated that any implications arising from systems/resources location(s) will be handled appropriately. * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the application support services. | | | |

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| Tenderer Response  Application support method offered by BGO consists of 3 components: Resources, Infrastructure and Processes. BGO intends to manage the services provision using best practices taken from the Agile and ITIL methodologies. Resources BGO offers named personnel who are dedicated 100% to the provision of the services requested by HRA for the whole contract period. In order to provide the best service quality, value and technical knowledge we propose the following resource plan:    The entire team is involved with application support in one form of activity or another. While the help desk staff are 1st line of support and the first point of contact for users, the rest of the team is often needed in the various resolution processes.  Out team size has been set at current levels as this seems optimum for the amount of activity and issues encountered, and anticipated in the short/medium term. Our teams operate in a Lean manner in order to shorten communication pathways. As such BGO can provide application support to high levels of users with a relatively small number of staff dues to our experience with the products and processes involved. This response to tender outlines how we maintain our high levels of experience and knowledge in our staff in later answers.  Our plan also reduces the number of developers in years 3-5, not due to decreased activity levels but due to enhancements made to the software. This is enabled by having much more flexibility developed in the systems as explained in our strategy and will allow HRA staff to control many aspects of change without additional development effort.  This work is currently ongoing in the ‘ruggedization’ effort and we expect it to continue as long as it shows financial benefit. Overall, this strategy will reduce cost and make configuration changes much more robust.  BGO has the capability to provide additional resources anytime there is increased demand for support - on both a permanent or temporary basis. We already have all the personnel in place for this proposal and there is no need to recruit additional staff at this point. In addition, BGO has another 3 people already trained in the technology and HRA software who can be assigned immediately to support tasks in case of emergency or there is a need of a replacement.  BGO has shown many times it can take on support for new systems if the case should arise.  Role descriptions and skills of the named personnel we provide are as follows:   |  |  |  | | --- | --- | --- | | Role | Duties | Skills | | Helpdesk Manager | * Manage Helpdesk personnel and helpdesk schedule * Provide training to new personnel * Produce monthly reports for HRA management * Provide 1st line support service answering phone calls and e-mails * Process support tickets on daily basis according to the SLAs * Ensure all items are recorded, logged and reported (QA) * Perform manual software testing (QA) | * Helpdesk manager with more than 4 years of helpdesk support of Clinical Trials review and approval systems including HRA Systems IRAS and HARP * Strong IT knowledge * Strong problem solving and analysis skills * People management skills * Project management software (JIRA) skills * Pending ITIL certification | | Helpdesk Advisor | * Provide 1st line support service answering phone calls and e-mails * Produce reports if directed by Helpdesk manager * Process support tickets on daily basis according to the SLAs * Perform manual software testing (QA) | * Helpdesk advisors with more than 1 year of helpdesk support of Clinical Trials review and approval systems including HRA Systems IRAS and HARP * Strong IT knowledge * Strong problem solving and analysis skills * Project management software (JIRA) skills | | Development Manager | * Software development and testing * Technical consultancy in assistance of the HRA Staff such as identification of technical enhancements and help HRA Staff with production of specifications * Teams, tasks and capacity management * Staff training * Specifications refinement and technical translation * New features, subsystems and infrastructure architecture * Project management from BGO side * JIRA maintenance and processes design * Technical documentation enhancements (if needed) * Provide 3rd line application support (in case of emergency) | Specified in B3 | | Senior Developer | * Software development and testing * Technical consultancy in assistance of the HRA Staff * Specifications refinement and technical translation (if needed) * Help with team capacity management * Development tasks distribution * Code reviews * Staff training * Provide 3rd line support | Specified in B3 | | Programmer | * Software development and testing * Debugging, Performance optimization and Bug fixes * Provide 2nd line support | Specified in B3 | | Configuration Manager | * Develop and maintain automated builds infrastructure * Testing environments provision and management: deployment, configurations, backups, new environments setup etc. * SQL Server support: databases backups, restore, configurations, monitoring * Limited software development and testing | Specified in B3 | | System Administrator | * Daily monitoring of the servers and HRA web systems infrastructure (both at application and OS level) * 24x7 on call for emergency issues handling * Management of the tickets raised by the hosting provider (Rackspace) and maintain day-to-day relationship with the hosting provider support * 2 hours per day dedicated to HRA infrastructure * Provide 3rd line support | Specified in B3 |   All roles will be involved in provisioning of the application support at different extent.  With help desk staff liaising with development and support teams and vice versa. Staff Availability We have the flexibility to vary timings of any teams to suit HRA cover requirements and SLA requirements but currently we propose the personnel will be available as follows:   |  |  |  |  | | --- | --- | --- | --- | | Role | Work time | Location | Notes | | Development Manager | 7am – 4pm GMT | Sofia, Bulgaria | 24x7 on call in case of emergency | | Senior Developer | 7am – 4pm GMT  9am – 5pm GMT | Sofia, Bulgaria;  Plovdiv, Bulgaria;  Lincs, UK | The work time for senior developer varies because we have resources located both in Bulgaria and the UK. | | Programmer | 7am – 4pm GMT | Sofia, Bulgaria;  Plovdiv, Bulgaria |  | | Configuration Manager | 7am – 4pm GMT | Sofia, Bulgaria;  Plovdiv, Bulgaria |  | | System Administrator | 7am – 4pm GMT | Sofia, Bulgaria | -          2 hours per day dedicated to HRA  -          24x7 on call in case of emergency | | Helpdesk Manager | 9am – 5pm GMT | Sofia, Bulgaria |  | | Helpdesk Advisor | 9am – 5pm GMT | Sofia, Bulgaria |  |   In addition to the dedicated personnel, BGO have 24/7 personnel dedicated to maintaining systems for our broad range of customers. These personnel would be used to monitor any out of hours’ issues and initiate the call out plan agreed with the HRA. Organization Structure The proposed organization structure consists of 4 teams with an overall Development Manager overseeing the entire operation:   |  |  | | --- | --- | | **IRAS / GFI Team** | Software development, 2nd and 3rd line support team dedicated to develop new versions of the Integrated Research Application System (IRAS) and the Generic Forms Interface (GFI) | | **HARP/TOPS/Small Systems Team** | Software development, 2nd and 3rd line support team dedicated to develop new versions of the HRA Assessment and Review Portal (HARP) and its subsystems HARP Portal, HAP, CAG etc.  This team would also provide support for other systems such as TOPS and the decision tools systems etc. | | **Infrastructure Team** | Dedicated to configuration, 3rd line support, source control management, deployment and infrastructure tasks. | | **Helpdesk Team** | Providing 1st line support via phone and e-mail for all applications that require user support. |   The most senior person of each team acts as a team lead except the infrastructure team which is led directly by the development manager. The Development Manager also have the power to engage additional resources if agreed with HRA. An organisation chart for the teams is shown below:  [REDACTED] Infrastructure BGO will provide the following infrastructure in order to deliver the required 1st, 2nd and 3rd line Application Support Service: Hardware and Software All software licenses for Microsoft Visual Studio, operating systems and any software tools, hardware used by the developers, helpdesk and infrastructure teams will be provided by BGO. Tasks/Issues and helpdesk support tickets management software BGO will provide, host and maintain an existing instance of JIRA used for issues tracking, project management and helpdesk tickets. VoIP telephony Telephony service including inbound London numbers, voicemail, IVR and any related software and hardware will be provided by BGO at no extra charge.   Support E-mails E-mail inboxes and addresses hosted and managed by BGO dedicated for handling end-user support requests with MS Outlook and JIRA integration.  Processes The three levels of application support offered by BGO are performed by the whole team dependent on issue cause and severity. Due to the experience of both or help desk and technical teams, we can rapidly identify the likely cause and resolution for most issues very quickly.   |  |  | | --- | --- | | Role | Support Line | | Development Manager | 3rd Line  *\* in case of emergency* | | System Administrator | 3rd Line | | Senior Developer | 3rd Line | | Programmer | 2nd  Line | | Configuration Manager | 2nd  Line | | Help desk Manager | 1st Line | | Help desk Advisor | 1st Line |   Help desk roles are fully dedicated to HRA systems - ensuring our staff are fully focused on understanding HRA systems and serving HRA users. These staff provide end user support, advice and guidance via the phone and/or e-mail. In case there is a technical issue or question which cannot be answered by the Help desk, the issue is escalated respectively to the 2nd and 3rd line support roles performed by the IT staff. The helpdesk team and the development teams have internal VoIP lines and Skype chatrooms for fast communication. In case there are urgent issues or issues which require 2nd and 3rd line support, the helpdesk personnel act immediately, using these communication channels to escalate the issue for resolution. Every call, email or request is logged as a ticket in JIRA and gets a unique number for tracking purposes. The JIRA system has proven built in work flow for ticket resolution and an example workflow is shown below for the initial ticket:  https://lh6.googleusercontent.com/ybNITVg99c_XikCmy8zmHSsX0g1-x2y1J8dXGmDNn-vggbaCVf_7fyupOfgIGR0BcEbNdjanHwSy0uv8Ol6kINTAJoHmEi7O1W8a7DOlAmcxS3O5g-jV75e8CJ8X2mh1juik4TVt  The resolution of the ticket may give rise to further JIRA workflows, and while the help desk aims to resolve the tickets in the timeframes described in the SLA, tickets may require investigation by the IT staff (2nd and 3rd line). If so, they are escalated and assigned to the corresponding person depending on the expertise, team and product. If the investigation shows that the issue is actually a software defect, the defect is logged separately as a ‘Bug’ entry in JIRA and placed in the Product Backlog. Such items are prioritized by severity and the HRA managers agree with the Development manager release versions and dates. The helpdesk manager produces weekly and monthly reports for the HRA management according to the requirements and also attends to the weekly meetings/conference calls.  As part of the application support the System Administrator performs daily availability monitoring manually checking the systems health and also getting 24x7 notifications from the automated monitoring systems. Database backups, databases maintenance and disaster recovery plans are developed and updated in case there are infrastructure changes. The software developers receive automated error messages from the live systems via e-mail, in case there is a problem – a ‘Bug’ item is filed and processed in the standard way. Risk Management  BGO Software will agree a risk management plan with the HRA and maintain an ITIL compliant risk register that will be reviewed at quarterly meetings with the designated HRA individual/s. The register and plan will be produced prior to 1 Apr 2016. The plan will be maintained by the BGO Development Manager and will identify the actions required for the both new and existing risks, and actions will ‘dovetail’ into established processes where possible.  From an application support perspective, BGO already has mitigation plans for many possible risks. Our staff are already in place and trained and we have immediate access to additional staff if needed. As for domain specific knowledge, the accumulated business knowledge in more than 12 people guarantees expertise will always be available. We have redundant and flexible communications systems to ensure the help desk is available to users, and we have extensive plans in place for backup, recovery and rollback of systems.  We have a record of maintaining high availability systems, managing the infrastructure and ensuring the systems are secure, and supporting users with timely reaction to their issues. |

# B3. Development and maintenance (including Release management) services

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| Question | B.3 | Weight | **20** | Word Limit | **2,000** |
| Subject | | Development and maintenance (including Release management) services (as set out in paragraphs 10.2 to 10.7 and 10.9 to 10.11 and 10.19 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification) and associated Services delivery management | | | |
| Information request | | Please describe the resources and associated processes and systems you propose to use in order to meet the requirements of the full development and maintenance (including release management) aspects of the specification. Your description should include:   * a method statement detailing how you propose to provide the development and maintenance Services; * a detailed resource plan including:   + an organisational chart illustrating the key staff roles and associated functions;   + Availability of key staff (i.e. standard working day 09.00 to 17.30).   + Details of the experience of development staff in the applying development technologies outlined in the full service description (Schedule One - Service Specification Section B, 7.1). This should include:     - Identification of the technologies     - Length of time working with the technologies   + Details of the experience of development staff in the development and maintenance of similar IT systems to those outlined in the full service description (Schedule One - Service Specification Section A, 5)*.* This should include:     - Description of the systems     - Length of time working with the systems     - Details of relevant technical qualifications. * where the key roles and associated functions will be hosted and/or located; * the liaison points with the HRA Research Systems and the nature of the interaction * where consortium/subcontracting arrangements exist which consortium member/sub-contractor will provide each role described and the number of suitably qualified and experienced Supplier personnel (referencing numbers of full time equivalent and overall headcount) that shall be allocated to the Service * where there are personnel gaps, an outline description of your recruitment plans and appraisal / training processes * a description of how your solution will manage risks (including provision of the Services to the agreed Prices) * a description of the mechanisms you would employ to ensure that HRA staff are fully informed of development/maintenance progress. * A description of how you would anticipate supporting the HRA in technical architecture design.   Please describe your approach to the production of technical documentation, explaining the aspects documented and the level of detail applied.  Please provide details of the software development methodology you would use to develop, maintain and deploy the systems outlined in the Service Specification. This should include:   * Details of the stages used in the development process. * Code/branch management * Deployment * Key documentation types used in the development process. * Details of the managerial/control processes used to monitor the development processes * Details of key engagement points with the HRA. | | | |
| Criteria | | The Tenderer’s response shows that the Tenderer has:   * addressed the requirements of the development and maintenance (including release management and technical architecture support) aspects as set out in paragraphs 10.2 to 10.7 and 10.9 to 10.11 and 10.19 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification * an approach that will ensure, through working with HRA staff, that deliveries will be made on time and to the required standards as detailed in the Service Specification. * demonstrated a clear organisational structure with associated functions and detailed resource plan, including:   + clear availability of staff during standard support times   + staff experience with relevant technologies/systems   + where applicable, describes relevant and defined consortium/sub-contracting arrangements   + details of recruitment plans and appraisal/training processes in relation to any stated personnel gaps; * a clear indication of the manner of liaison with HRA Research Systems * assignment of suitably qualified and experienced staff for the provision of the Services and identified appropriate management of these staff. * demonstrated that any implications arising from systems/resources location(s) will be handled appropriately. * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the Services | | | |

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| Tenderer Response  The services delivery method for development and maintenance consists of 4 components: Strategy, Resources, Infrastructure and Processes. BGO intends to manage the services provision using best practices taken from the Agile and ITIL methodologies. Strategy HRA systems have been through a recent period of rapid onboarding (IRAS, GFI) and system development (HARP, TOPS, and other systems). Now that the core business functions are being served by the software, maintenance of the software to meet evolving business needs should be accompanied by maintenance of the software to create more robust, longer lived and lower cost systems. We will move towards making the systems (and future partner interfaces) more integrated through extension of generic APIs. This work is already underway in the ‘ruggedization’ process and further integration and automation of common tasks will extend the life and reduce the longer term costs. In addition, a programme of extensive system documentation will make this complex software far more maintainable in the future. This strategy will result in reduced risk for future functionality changes and make it easier to change contractor in the future.  We are also confident these changes will result in the ability to support the software with less staff while retaining the ability to make to make changes at the same rate. This will lead to direct cost savings that are reflected in our resource plan. Resources In order to provide the best service quality, value and technical knowledge we propose to use staff that are dedicated on a permanent basis, full time to the tasks. The following resource plan is proposed for the development and maintenance aspects of the systems:    Our plan will reduce the number of development resources in years 3-5. This is enabled by having much more flexibility developed in the systems as explained in our strategy. This will deliver change at the same rate, but at a lower cost. We are aware of what is required from the development programme, we know the software and we are confident that we can deliver within this resource plan at the current rate of change. Should the rate of change increase at any time during the contract, BGO has the capability to provide additional resources at short notice.  The risk to delivery disruption is minimised with BGO as we already have all required, trained personnel in place and there is no need to recruit additional staff. In addition, BGO has another 3 people already trained in the specifics of the HRA software who can be assigned immediately to development tasks in case the volume of work is increased or there is a need for a replacement. Role descriptions and skills of the named personnel we provide are as follows:   |  |  |  | | --- | --- | --- | | Role | Duties | Skills | | Development Manager | * Overall Project QA * Software development and testing * Technical consultancy in assistance of the HRA Staff such as identification of technical enhancements and help HRA Staff with production of specifications * Teams, tasks and capacity management * Staff training * Specifications refinement and technical translation * New features, subsystems and infrastructure architecture * Project management from BGO side * JIRA maintenance and processes design * Technical documentation enhancements | * Software developer and architect with more than 10 years experience in Microsoft technologies and web based software. * HRA HARP lead developer and designer of the original HARP architecture and processes engine * Software architect of the GFI * PRINCE2 certified * Microsoft Certified Application Developer * Strong understanding of software development lifecycle, deployment, maintenance and security * People management skills * More than 5 years experience in clinical research software and clinical trial review processes and HRA Systems (IRAS, HARP and GFI) * Specific knowledge in: Microsoft Windows Server 2005 to 2012; Microsoft IIS; Microsoft SQL Server 2005 to 2012; Microsoft Transact SQL (T-SQL); Microsoft ASP.NET (VB.NET); Microsoft ASP.NET (C#); Microsoft MVC Web API; Microsoft Windows Forms; Microsoft Windows Services; ADO.Net; Microsoft Entity Framework 4; Telerik AJAX controls; HTML; XML; Twitter Bootstrap Library; JavaScript; JQuery and more | | Senior Developer | * Software development and testing * Technical consultancy in assistance of the HRA Staff * Specifications refinement and technical translation (if needed) * Help with team capacity management * Development tasks distribution * Code reviews * Staff training | * Software developers with more than 8 years experience in Microsoft technologies * Microsoft Certified Application Developer * More than 3 years experience in clinical research software and clinical trial review processes and HRA Systems (IRAS, HARP and GFI) * HARP Senior Developer, part of the development team written HARP from scratch * Specific knowledge in: Microsoft Windows Server 2005 to 2012; Microsoft IIS; Microsoft SQL Server 2005 to 2012; Microsoft Transact SQL (T-SQL); Microsoft ASP.NET (VB.NET) or Microsoft ASP.NET (C#); Microsoft MVC Web API; Microsoft Windows Forms; Microsoft Windows Services; ADO.Net or Microsoft Entity Framework 4; HTML; XML; SOAP XML based services; Twitter Bootstrap Library or Telerik AJAX controls; JavaScript; JQuery and more | | Programmer | * Software development and testing * Debugging, Performance optimization and Bug fixes * Provide 2nd line support | * Software developers with more than 5 years experience in Microsoft .Net, Microsoft SQL Server * Microsoft Certified Professional * More than 1 year experience in clinical research software and clinical trial review processes and HRA Systems (IRAS, HARP and GFI) * Specific knowledge in the following technologies: Microsoft Windows Server; Microsoft IIS; Microsoft SQL Server; Microsoft Transact SQL (T-SQL); Microsoft ASP.NET (VB.NET) or Microsoft ASP.NET (C#); Microsoft MVC Web API; Microsoft Windows Forms; Microsoft Windows Services; ADO.Net or Microsoft Entity Framework 4; HTML; XML; Twitter Bootstrap Library or Telerik AJAX controls; JavaScript; JQuery and more | | Configuration Manager | * Develop and maintain automated builds infrastructure * Testing environments provision and management: deployment, configurations, backups, new environments setup etc. * SQL Server support: databases backups, restore, configurations, monitoring * Limited software development and testing * Technical documentation enhancements (where/if needed) | * Software developer with more than 5 years experience in Microsoft technologies with a good level of systems administration and DBA knowledge * Windows Server administration * Microsoft SQL Server administration * Microsoft Team Foundation Server (TFS) configuration, setup and support * Microsoft Build Server configuration, setup and support * Continuous integration * Web based applications source control, branching and deployment |  Staff Availability We have the flexibility to vary timings of any teams to suit HRA cover requirements (at no additional cost) but currently we propose the personnel will be available as follows:   |  |  |  |  | | --- | --- | --- | --- | | Role | Work time | Location | Notes | | Development Manager | 7am – 4pm GMT | Sofia, Bulgaria | 24x7 on call in case of emergency | | Senior Developer | 7am – 4pm GMT  9am – 5pm GMT | Sofia, Bulgaria;  Plovdiv, Bulgaria;  Lincs, UK | The work time for senior developer varies because we have resources located both in Bulgaria and the UK. | | Programmer | 7am – 4pm GMT | Sofia, Bulgaria;  Plovdiv, Bulgaria |  | | Configuration Manager | 7am – 4pm GMT | Sofia, Bulgaria;  Plovdiv, Bulgaria |  |   Organization Structure The proposed organization structure is shown in **B2** under the paragraph ‘Organization Structure’ but as a summary consists of 4 teams:   |  |  | | --- | --- | | **IRAS / GFI Team** | Software development, 2nd and 3rd line support team dedicated to develop new versions of the Integrated Research Application System (IRAS) and the Generic Forms Interface (GFI) | | **HARP/TOPS/Small Systems Team** | Software development, 2nd and 3rd line support team dedicated to develop new versions of the HRA Assessment and Review Portal (HARP) and its subsystems HARP Portal, HAP, CAG etc.  This team would also provide support for other systems such as TOPS and the decision tools systems etc. | | **Infrastructure Team** | Dedicated to configuration, 3rd line support, source control management, deployment and infrastructure tasks. | | **Helpdesk Team** | Providing 1st line support via phone and e-mail for all applications that require user support. |  InfrastructureHardware and Software All software licenses for Microsoft Visual Studio, operating systems, monitoring systems and any other software tools, hardware used by the developers, helpdesk and infrastructure teams will be provided by BGO. Testing Environments As part of the development and testing process BGO will provide the following fully operational environments for each HRA system (IRAS, HARP, GFI, TOPS, etc.):   * DEV (Development environment) * TEST (QA environment) * STAGE (Staging/UAT environment) *\* hardware, software and networks can be provided by the hosting provider or BGO but data security protocols have meant this has, until now, been provided by the hosting provider.* * Any other ad-hoc environments   The environments hardware and software, administration, configuration, deployments, maintenance and network connectivity will be provided by BGO without extra cost. Source Control Server (Microsoft TFS) BGO will provide, host and maintain its own instance of Microsoft TFS without extra cost.Project management software including Release Planning BGO will provide, host and maintain an instance of Atlassian JIRA used for issues tracking, project management, releases planning, document storage, help desk tickets etc. Automated builds service As part of the service and the development process we will provide automated software builds environment based on Microsoft TFS. Processes The software development process used by BGO are based on best practices from the Agile methodology and reflect our Lean approach. BGO and HRA will use a shared instance of the project management tool (JIRA) to manage tasks, sprints/versions, produce reports and store any project related documents or data. Work Items are prioritized from the Backlog controlled by HRA managers.  The development items are managed using JIRA issue types Feature, Task, Bug, Sub-task and Upload. Their descriptions and/or associated documents contain the specifications and the instructions to the developers. A typical set of documentation for a “Feature” work item is: Software Change Request, Services Catalogue/Business Requirements, Technical Specification, Test Plan. The work items have comprehensive and fully auditable workflows in order to identify their current state and which environment they are deployed to. The typical progress of a work item through the environments is: developer machine -> dev environment -> testing environment -> stage environment -> live environment (production). A typical workflow diagram included below:  https://lh4.googleusercontent.com/VoIk2D50gXQbSkUE9DwNNzSds_S0wH3gz8kE1i2IOVXLvcbWVagu-g9wDgE6SOp7kg35d1irz33gdRwkkwx_xldAuDtNJxTHToaAyon9n-kC2ZeN3VQCtE8X4bfdL3cH-J26AlsZ  Version/Release planning is performed by HRA with the assistance of the Development Manager. Planning and approval for release items is controlled through strict workflows - an example of which is shown below:  https://lh3.googleusercontent.com/FA1JBOCmGyHY17PJ_Hsigmq22UqvSNeIy43OyS11Fu466SI5QMfI6ZNpF06LPG4ws6dvORsuRTBg8qU3KJ0bccuemOZHfALczZsO9NTqi5mggLf-xd8dxEpu2d3GQZg059qlBIDF  There is a formal code branching and integration strategy in place to allow the development and testing of multiple software versions each at different stage of development. The configuration manager is in charge of maintaining the branches and their configuration control. We have a proven track record of being capable of developing, testing and deploying at least one version of each HRA product per month.  The development manager organizes internal daily (SCRUM) meetings with the teams to identify the tasks for the day, control the execution and solve any issues which might arise. The development manager and the teams will also attend to weekly conference calls as directed by HRA. They will also be available on the phone, Skype and e-mail in case the HRA managers need to discuss any projects or services related matters on daily basis.  BGO can also produce detailed technical specifications based on given business requirements. The specifications include database diagrams, screen mockups, workflows etc.  Software architecture work is usually performed by the Development Manager with the assistance of a Senior Developer. Risk Management BGO will deliver a Risk Management Plan as described in B2 under the section ‘Risk Management’.  BGO already has mitigation plans for many possible risks for delivery of systems maintenance and development. Our depth of specific HRA system experience is broadly based and we have access to additional trained staff through our own staff recruitment and development channels. Standby staff are always available to cover for holidays and illness so that delivery schedules are never interrupted by lack of suitable resource.  Confident and risk free application maintenance, release planning and delivery can be difficult, but with our experienced teams and past track record– this risk is contained. We have a record of maintaining and delivering high availability systems, managing the infrastructure and ensuring the systems are secure.  This experience is used in conjunction with HRA experts to ensure realistic delivery plans and timescales.  Risks of possible failure of software changes are mitigated through formal procedures for deployments verification and extensive rollback plans. While the live systems have extensive backups, monitoring, security testing and application testing to ensure their integrity. Our software documentation and ‘ruggedization’ strategy lower the risk to future delivery and cost restraints. |

# B4. Infrastructure management, maintenance and support

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| Question | B.4 | Weight | **13** | Word Limit | **2,000** |
| Subject | | Management, maintenance and support of the infrastructure related elements of the Service (as set out in paragraphs 10.16 to 10.18 and 10.20 to 10.24 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification) and associated Services delivery management. | | | |
| Information request | | Please describe the resources and associated processes & systems you propose to use in order to meet the requirements of the infrastructure management, maintenance and support aspects of the specification (as set out in paragraphs 10.16 to 10.18 and 10.20 to 10.24 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification). Your description should include:   * a method statement detailing how you propose to provide the Infrastructure related Services; * a detailed resource plan including: * an organisational chart illustrating the key staff roles and associated functions; * Availability of key staff (i.e. both standard working day 09.00 to 17.30 and non-standard hours). * Details of the experience of staff in the applying related technologies outlined in the full service description (Schedule One - Service Specification Section B, 7)*.* This should include: * Identification of the technologies * Length of time working with the technologies * Details of the experience of staff in the management, maintenance and support of those infrastructure elements outlined in the full service description (Schedule One - Service Specification Section B, 7)*.* This should include:   + - Identification of the infrastructure elements     - Length of time working with the infrastructure elements   + Details of relevant technical qualifications. * where the key roles and associated functions will be hosted and/or located; * the liaison points with the HRA Research Systems and the nature of the interaction * where consortium/subcontracting arrangements exist which consortium member/sub-contractor will provide each role described and the number of suitably qualified and experienced Supplier personnel (referencing numbers of full time equivalent and overall headcount) that shall be allocated to the Service; and * where there are personnel gaps, an outline description of your recruitment plans and appraisal / training processes * A description of how your solution will manage risks (including provision of the Services to the agreed Prices) * A description of the mechanisms you would employ to ensure that HRA staff are fully informed of server infrastructure performance and risk * A description of the provisions to be made for Business Continuity and Disaster Recovery | | | |
| Criteria | | The Tenderer’s response shows that the Tenderer has:   * addressed the requirements of the infrastructure management, maintenance and support related elements as set out in paragraphs 10.16 to 10.18 and 10.20 to 10.24 and 10.46 to 10.52 and 10.82 and 10.83 of Section C of the Service Specification * demonstrated a clear organisational structure with associated functions and detailed resource plan, including: * clear availability of staff during standard support times * staff experience with relevant technologies/systems * where applicable, describes relevant and defined consortium/sub-contracting arrangements * details of recruitment plan and appraisal/training processes in relation to any stated personnel gaps; * clear indication of the manner of liaison with HRA Research Systems * assignment of suitably qualified and experienced staff for the provision of the Services and identified appropriate management of staff. * demonstrated that any implications arising from systems/resources location(s) will be handled appropriately. * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the Services * Demonstrated adequate provision for Business Continuity and Disaster Recovery | | | |

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| Tenderer Response  The services delivery method for infrastructure management, maintenance and support offered by BGO consists of 3 components: Resources, Infrastructure and Processes. BGO intends to manage the services provision using practices taken from the Agile and ITIL methodologies. Resources BGO offers full time dedicated personnel to the provision of the infrastructure management, maintenance and support services requested by HRA for the whole contract period. The personnel will also be supported by our established in house application monitoring team and other BGO personnel working on tasks B2 and B3 to ensure prompt response to issues by the team. In order to provide the best service quality, value and technical knowledge we propose the following dedicated resources:  https://lh3.googleusercontent.com/HIVokkm6YZkQwfLULHy5PRT2X-iuDEFxgBSum32Gf7S1nHmvJod2x2sKDbLNazH3x9ISiEpVS_F93Jp9XkAGp7YcSsR1qC56-vMNSaWtLbejPBZcCW__kSkWg-RixvweItJc4Hq3  By using these dedicated personnel in conjunction with clear workflows that involve the other contract team members and BGO, we can provide immediate management, maintenance and support of infrastructure elements. Furthermore, as we are already familiar with the infrastructure and issues and we are immediately prepared to handle any issue that arises or give advice on infrastructure matters. Role descriptions and skills of the named personnel we provide are as follows:   |  |  |  | | --- | --- | --- | | Role | Duties | Skills | | Development Manager | * Overall Project QA * Software development and testing * Technical consultancy in assistance of the HRA Staff such as identification of technical enhancements and help HRA Staff with production of specifications * Teams, tasks and capacity management * Staff training * Specifications refinement and technical translation * New features, subsystems and infrastructure architecture * Project management from BGO side * JIRA maintenance and processes design * Technical documentation enhancements (if needed) * Provide 3rd line support (in case of emergency) | * Software developer and architect with more than 10 years experience in Microsoft technologies and web based software. * PRINCE2 certified * Microsoft Certified Application Developer * Strong understanding of software development lifecycle, deployment, maintenance, security, operating systems and networks * People management skills * More than 5 years experience in clinical research software and clinical trial review processes and HRA Systems (IRAS, HARP and GFI) * Specific knowledge in: Microsoft Windows Server 2005 to 2012; Microsoft IIS; Microsoft SQL Server 2005 to 2012; Microsoft Transact SQL (T-SQL); Microsoft ASP.NET (VB.NET); Microsoft ASP.NET (C#); Microsoft MVC Web API; Microsoft Windows Forms; Microsoft Windows Services; ADO.Net; Microsoft Entity Framework 4; Telerik AJAX controls; HTML; XML; Twitter Bootstrap Library; JavaScript; JQuery | | Configuration Manager | * Develop and maintain automated builds infrastructure * Testing environments provision and management: deployment, configurations, backups, new environments setup etc. * SQL Server support: databases backups, restore, configurations, monitoring * Limited software development and testing | * Software developer with more than 5 years experience in Microsoft technologies with a good level of systems administration and DBA knowledge * Windows Server administration * Microsoft SQL Server administration * Microsoft Team Foundation Server (TFS) configuration, setup and support * Microsoft Build Server configuration, setup and support * Continuous integration * We based applications source control, branching and deployment | | System Administrator | * Daily monitoring of the servers and HRA web systems infrastructure (both at application and OS level) * 24x7 on call for emergency issues handling * Management of the tickets raised by the hosting provider (Rackspace) and maintain day-to-day relationship with the hosting provider support * 2 hours per day dedicated to HRA infrastructure * Provide 3rd line support | * System and network administrator with more than 8 years experience * VMWare and CCNA certified * Windows Server 2005-2012 administration and monitoring * Microsoft SQL Server 2005-2012 administration and monitoring * TCP/IP networks configurations and monitoring * Microsoft IIS configuration and monitoring * Firewalls management * VMWare ESXi management and support * Automated monitoring systems configuration and support (Zabbix, Nagios) |  Staff Availability We have the flexibility to vary timings of any teams to suit HRA cover requirements and SLA requirements but currently we propose the personnel will be available as follows:   |  |  |  |  | | --- | --- | --- | --- | | Role | Work time | Location | Notes | | Development Manager | 7am – 4pm GMT | Sofia, Bulgaria | 24x7 on call in case of emergency | | Configuration Manager | 7am – 4pm GMT | Sofia, Bulgaria;  Plovdiv, Bulgaria |  | | System Administrator | 7am – 4pm GMT | Sofia, Bulgaria | * 2 hours per day dedicated to HRA * 24x7 on call in case of emergency |  Organization Structure The Infrastructure Team sits separately to the other teams as their tasks cross functional boundaries for each system. The infrastructure management and maintenance tasks will be handled by the Infrastructure Team individuals, managed by the Development Manager.  The team will liaise and receive inputs from the help desk and other teams in the contract. Overall tasking and management is controlled by the Development Manager in consultation with the HRA.  Out of hours’ callout and system monitoring is done by a central BGO function and external infrastructure providers. Notifications of issues will then be coordinated as per the BGO/HRA callout plan.  Infrastructure planning and consultation with the HRA is done via the Development Manager. Our development manager has years of experience supporting the varied application in this contract plus wider experience of emerging infrastructures. As such he can advise on the most suitable path forward for HRA systems infrastructure.  Diagram of the organization structure is available in **B2**.  The Development Manager also has the power to engage additional resources from the BGO if agreed with HRA. He also has the ability to bring additional named people in to cover for sickness and holiday. InfrastructureTesting Environments As part of the development and testing process BGO will provide and maintain the following fully operational environments for each HRA system (IRAS, HARP, GFI, TOPS, etc.):   * DEV (Development environment) * TEST (QA environment) * SCHEDULED (QA environment equivalent to TEST for faster expedition of hotfixes) * STAGE (Staging/UAT environment) *\* hardware, software and networks can be provided by the hosting provider or BGO* * *Any other ad-hoc environments as required from time to time.*   The environments hardware and software, administration, configuration, deployments, maintenance and network connectivity will be provided by BGO without extra cost. Source Control Server (Microsoft TFS) BGO will provide, host and maintain its own instance of Microsoft TFS without extra cost. Tasks/Issues and helpdesk support tickets management software BGO will provide, host and maintain an instance of Atlassian JIRA used for issues tracking, project management and helpdesk tickets. Infrastructure related tasks and documentation will be stored there as well. Automated builds and deployment service As part of the service and the development process we will provide automated software builds environment based on Microsoft TFS. The deployment process to the testing environments will be fully automated to reduce the number of human errors in configurations and deployment. Production (Live) Environments Infrastructure for the Live environments will not be provided by BGO but managed by our infrastructure team. The deployments, OS level configurations, Internet Information Services configurations, architecture scalability, applications maintenance and databases administration will be performed by BGO in collaboration with the hosting provider teams.  BGO can advise HRA on suitable infrastructure and contract terms for external providers of infrastructure in order to ensure the systems are able to meet any SLA targets. In addition to the Development Manager there are a number of personnel assigned to the contract who are very skilled in this field as well - ensuring continuity and skill is always available. Processes BGO has a long track record for infrastructure management, provision and maintenance of web based applications including the ones operated by HRA - HARP, IRAS, GFI and TOPS. The approach described here is proven working without major issues. The development (DEV), testing (TEST), scheduled (SCHEDULED), emergency fix and other ad hoc environments we provide are hosted and managed by the BGO dedicated infrastructure team. They are split into virtual machines based on VMWare ESXi and hosted on servers (hypervisors) owned by BGO. The servers are located in private racks in Telepoint Datacenter Sofia. Telepoint is a Tier IV (the highest level) data center with 99.995% fault tolerance with quality control and information access security certificates. The servers are accessible via encrypted VPN network. All software licenses are provided by BGO as part of the service.  The Team Foundation Server (Microsoft TFS) used as source control, automated build and deployment service is also hosted on the same infrastructure. The configuration manager is responsible for the correct configurations, deployment scripts, TFS users and groups management and operability of the testing environments and the Team Foundation Server. The systems administrator provides the support of the underlying infrastructure – hardware servers, VMWare layer, network connectivity, firewalls etc.  In case of new infrastructure needs or changes – the configuration manager is instructed by the development manager. The changes might also include bringing up new testing environments, hybrid configurations, dedicated instances for load/security testing etc. Currently the infrastructure allocated by BGO for the needs of HRA can hold up to 10 dedicated environments and can be extended without extra cost.  The deployments to the testing environments are directed and approved by the HRA project management team. The configuration manager and development manager are responsible for the integrity of the code which is deployed and the operability of each environment. All code merges are verified by the development manager. After the deployment on each environment each item is being verified by the developer and marked in JIRA. Work items lifecycle:  https://lh6.googleusercontent.com/h-ZVsd7yF_gDaxUq1sYxhaieizG_YoI7jya5ez5me0xWiU7FVlz-uVfw0jPvYuQWv9bHF32iwKdHHmuWzV1gyhbtdJVLsWQ0PKFv_JnFYpdi31qBIBXxBMZBODIlZX6dJmiDDioN   * All items deployed to the TEST environment are verified by the developers * Code merges between the development and main branch occur between step 3 and 4 * STAGE environment is rebuilt by the configuration manager on every new version to reproduce a deployment of the version as it would happen on the LIVE environment * LIVE deployments are performed out of UK working hours always by two people (development manager + senior developer) for cross checks. Product development team members are available after the deployments to verify functionalities written by them. A deployment checklist document is maintained and executed along with every LIVE deployment. It is attached as a document to the Upload item in JIRA. A rollback plan document is also prepared and attached for audit purposes.   The system administrator and the development manager are responsible to provide 24/7 MS Windows support and maintenance of the LIVE environments. The system administrator has 2 hours per day dedicated to HRA servers monitoring. 6.30 – 7.30 UK time and 15.00 – 16.00 UK time. That includes manual verification of the servers health (disk space, network load/bandwidth, CPU load, OS services, basic security audit etc.). The system administrator also uses automated monitoring tools such as Zabbix and tools provided by the hosting provider to get notifications for server issues. Urgent support tickets raised by the hosting provider are handled immediately, non-urgent ones – in the dedicated time windows on daily basis. The system administrator is 1st point of contact in case of urgent issues and available on call 24x7 for both hosting provider support team and the HRA management team. The development manager is 2nd point of contact and also available on call 24x7 in case there is a bigger issue or the system administrator is not reachable. The system administrator also takes care of the configuration and health of the Internet Information Servers installed on the LIVE environments including management of SSL certificates and hosted HRA applications (IRAS, HARP, GFI, TOPS etc.). Firewall rules audits are performed together by the system administrator and the development manager on monthly basis. Risk Management BGO will deliver a Risk Management Plan as described in B2 under the section ‘RIsk Management’. BGO already has mitigation plans in place for many possible risks for infrastructure support and maintenance:   * We have a depth of personnel with direct knowledge of HRA systems infrastructure from the start of the contract. * We have qualified and experienced senior managers that know the systems and can advise HRA on an infrastructure plan if needed. * The development manager and senior developers can also backup the system administrator and/or the configuration manager in case of their absence. * We have a systems backup plan and recovery plans for all situations. * BGO maintains longer on-call chains in case the 1st and 2nd contact points are not reachable.   The pricing plan proposed by BGO takes into account service provision cost increases and staff costs for the whole period of the contract. |

# B5. Service performance management and planning

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| Question | B.5 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Service performance management and planning (see paragraphs 10.82 and 10.83 of Section C of the Service Specification). | | | |
| Information request | | Please describe the resources and associated processes & systems you propose to use in order to manage the performance of the Service (see paragraphs 10.82 and 10.83 of Section C of the Service Specification). Your description should include:   * a method statement detailing how you propose to manage the performance of the Service with due consideration to KPIs and SLAs. * a description of how your solution will manage risks (including provision of the Services to the agreed Prices) associated with the performance of the service   Please detail in your method statement any additional Service Level Agreements and/or Key Performance Indicators to those set out in Part B, Schedule 1, Appendix B – Service Levels. Include an outline of the proposed planning activities to achieve the Service Level Agreements and Key Performance Indicators set out in Part B, Schedule 1, Appendix B – Service Levels and any additional ones that you are proposing.  State how you will monitor and report to the HRA on the Key Performance Indicators in line with Part B, Schedule 1, Appendix B – Service Levels | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the performance management requirements set out in paragraphs 10.82 and 10.83 of Section C of the Service * demonstrated that they are able to provide complementary services * demonstrated a good appreciation of metrics and reporting mechanisms necessary to successfully manage service delivery * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with performance management and planning | | | |

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| Tenderer Response  Service performance management and planning would be carried out in line with the contracted SLAs. BGO are broadly in agreement with the Service Levels and Performance Indicators set out in Part B, Schedule 1, Appendix B. However, we have a number of observations that will need to be addressed during contracting:   1. All systems need to be available 99.99% of the time: Given the current infrastructure and emergency recovery plans for the systems this is very difficult to achieve due to reliance on outsourced infrastructure contracts that are not contracted to this level. If we are looking at it at annual basis it represents a maximum outage of approximately 1 hour in any one year. 2. Examples of how this will be very difficult to achieve is:  * System needs to be restored from offsite backups: restoration could be considerably longer due to time taken to retrieve backup data. Even then, discussions would have to take place with HRA, in line with emergency recovery plans, on whether offsite backup would be best or to wait for potential recovery of live data. Where situations are outside of our control and those elements should not form part of the KPIs.  1. User Access Issues: We will need to specify that issues outside of our responsibility are not part of the rectification service. For example, if there is a network outage at an NHS site that stops users access the internet (and therefore HRA systems). We will of course work with other providers to assist in any rectification actions at their end where possible.  Performance Planning and Management We recommend reviewing and agreeing the desired service levels and performance requirements with HRA during the contracting phase (and periodically during the contract period) to ensure the most efficient and cost effective delivery of service. We will then review, in conjunction with the HRA, all related infrastructure contracts to ensure the necessary contracts and equipment is in place from the infrastructure providers to meet those requirements. Failing any review of the 99.99% availability criteria BGO could agree that providing external factors were excluded from the calculation. However, we would like to stress that this figure seems historically high and there can be significant costs involved with infrastructure (i.e. hot swap servers) to meet this - therefore review is recommended.  Once KPIs are agreed for any current configuration of infrastructure, BGO proposes using high quality helpdesk personnel and technicians with specific knowledge of HRA systems to provide responses and action 24/7. System monitoring and helpdesk cover will be conducted as described in B2, B3 and B4 with named personnel. Their time on tasks will be recorded in our internal manpower database and JIRA. Reporting For reporting, BGO will make more use of the JIRA database to record the relevant metrics to support reporting under the agreed SLA. We will also agree the format and frequency with the HRA and its audit staff. External data sources will also be integrated into JIRA and a cohesive performance management dashboard will be available to the HRA so that metrics are available in real time (and not just at report time). This data would include items such as VOIP data on calls, missed calls, rings and time on call.  BGO Software would also agree audit criteria and ensure this was captured in JIRA for future reporting. JIRA is already used to record such activity as firewall audits, system audits and security audits. We would therefore suggest the continuance of this practice.  JIRA has already recorded many of the workflows taking place in support of the systems. Where there are gaps we will include further workflows to ensure the highest levels of quality and accountability. There is still considerable scope for these workflows as we are yet to include flows for actions such as patch management, anti-virus updates etc. A full review of the JIRA workflows will be conducted with a view to ensuring they are ITIL compliant.  Finally, one of the most important aspects of managing and planning the service would be the creation and maintenance of a security plan for the systems. We would work with the HRA, its auditors and security consultants to develop an auditable plan to ensure HRA systems met all relevant legislation and standards. Our system staff would record actions and audits meticulously for future reference. We would recommend suitable security software and take all action required to implement agreed infrastructure changes (both hardware and software) as determined suitable by HRA. The outputs of automated monitoring systems such as intruder detection, web log files, infrastructure provider security reports would be highlighted to HRA for their information and action. As the main provider under the contract BGO software would give advice to HRA on actions required for any security incidents. Our recommendations on both system maintenance and software development always consider software security and data privacy foremost. Risk Management BGO will deliver a Risk Management Plan as described in B2 under the section ‘RIsk Management’. Many risks to service performance and management are already much reduced by working with BGO:   * Our personnel understand the entire environment within which HRA systems run. We understand the limitations of different metrics and who is responsible for a particular metric or contributing to that metric. We have worked with HRA in the past to ensure they have the correct providers and contracts to meet certain SLAs. We are confident in our ability to ensure any changes to KPIs and SLAs are met. * Our current reporting regime on adherence to SLAs and KPIs has proven to meet the needs of the HRA. We are proposing even more advanced recording and reports under the new contract. * We have worked with HRA systems for years and consistently met expectations. * We have qualified staff with depth of knowledge that ensures the best most cost effective advice which ensures systems are not over/under specified and costs are always reasonable particularly with third party suppliers. |

# B6. Quality assurance functions

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| Question | B.6 | Weight | **12** | Word Limit | **2,000** |
| Subject | | Quality assurance functions (as set out in paragraphs 10.12 to 10.14 and 10.43 to 10.45 and 10.82 of Section C of the Service Specification). | | | |
| Information request | | Please describe the resources and associated processes & systems you propose to use in order to provide the quality assurance functions (as set out in paragraphs 10.12 to 10.14 and 10.43 to 10.45 and 10.82 of Section C of the Service Specification) associated with all aspects of this Service. Your description should include:   * a method statement outlining how you would meet the quality requirements outlined in the Service Specification (Schedule One - Appendix B). This should include:   + an organisational chart illustrating key staff and associated functions/responsibilities.   + an outline of the key processes that would be implemented; including consideration of, as a minimum, quality assurance processes relating to:     - Application support     - Software development and maintenance     - Infrastructure management     - Service performance management     - Quality assurance (as a function)     - Learning and D     - development     - ICT equipment, environments and systems   + details of the software test process you would use for both the development and maintenance of the systems outlined in the full service description. This should include:     - Details of the stages used in the testing process.     - Key documentation types used in the testing process.     - Details of the managerial/control processes used to monitor the testing processes     - Details of key engagement points with the HRA.     - an organisational chart illustrating the key staff roles and associated functions     - clear indication of the manner of liaison with HRA Research Systems * a description of how your solution will manage risks (including provision of the Services to the agreed Prices) | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the quality assurance requirements in as set out in paragraphs 10.12 to 10.14 and 10.43 to 10.45 and 10.82 of Section C of the Service Specification; * clear indication of the manner of liaison with HRA Research Systems; * identified and proposed suitable structures and processes in respect of the software testing; * demonstrated that it has a relevant quality assurance regime that monitors, measures and assures quality outcomes in relation to the quality assurance of key Service elements; * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the provision of the Services. | | | |

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| Tenderer Response  Quality assurance has always been an important aspect of the services supplied by BGO. Our time with HRA saw us introduce a number of QA systems. This includes the JIRA system, TFS and code branching models and software delivery processes to mention a few. Our approach to QA is described below, including organisation charts and key processes. Resources BGO uses only named staff for the contract. This ensures that any personnel verifications and approvals form HRA are in place and that all staff have sufficient levels of training to do the task. HRA will be fully aware of who has access to system and what components of the system they have access to. HRA will have ultimate right to approve any staff member. Our resources work in manner where communications are possible between all elements and in a manner where important exchanges are logged for later recall. This interworking allows us to work in a Lean manner with less staff than if the teams were isolated. We propose the following resource plan:    BGO has the capability to provide additional resources anytime when there is increased demand or there is a need for faster development speeds. Role descriptions of the named personnel we provide are as follows:   |  |  | | --- | --- | | Role | Duties | | Development Manager | * Overall Project QA * Software development and testing * Technical consultancy in assistance of the HRA Staff such as identification of technical enhancements and help HRA Staff with production of specifications * Teams, tasks and capacity management * Staff training * Specifications refinement and technical translation * New features, subsystems and infrastructure architecture * Project management from BGO side * JIRA maintenance and processes design * Technical documentation enhancements (if needed) * Provide 3rd line support (in case of emergency) | | Senior Developer | * Software development and testing * Technical consultancy in assistance of the HRA Staff * Specifications refinement and technical translation   *(if needed)*   * Help with team capacity management * Development tasks distribution * Code reviews * Staff training * Provide 3rd line support | | Programmer | * Software development and testing * Debugging, Performance optimization and Bug fixes * Provide 2nd line support | | Helpdesk Manager | * Manage Helpdesk personnel and helpdesk schedule * Provide training to new personnel * Produce monthly reports for HRA management * Provide 1st line support service answering phone calls and e-mails * Process support tickets on daily basis according to the SLAs * Ensure all items are recorded, logged and reported (QA) * Perform manual software testing (QA) | | Helpdesk Advisor | * Provide 1st line support service answering phone calls and e-mails * Produce reports if directed by Helpdesk manager * Process support tickets on daily basis according to the SLAs * Perform manual software testing (QA) |   Overall responsibility for quality assurance is the responsibility for QA from BGO side for the contract is assigned to the Development Manager. This role is also responsible for auditing action of the development and maintenance teams to ensure they comply with procedure. The Helpdesk Manager has a similar role with regard to support activities. The Development Manager liaises with the appropriate HRA point of contact to ensure that the QA process is in line with expectations. Organization Structure The proposed organization structure consists of 4 teams with an overall Development Manager overseeing the entire operation:   |  |  | | --- | --- | | **IRAS / GFI Team** | Software development, 2nd and 3rd line support team dedicated to develop new versions of the Integrated Research Application System (IRAS) and the Generic Forms Interface (GFI) | | **HARP/TOPS/Small Systems Team** | Software development, 2nd and 3rd line support team dedicated to develop new versions of the HRA Assessment and Review Portal (HARP) and its subsystems HARP Portal, HAP, CAG etc.  This team would also provide support for other systems such as TOPS and the decision tools systems etc. | | **Infrastructure Team** | Dedicated to configuration, 3rd line support, source control management, deployment and infrastructure tasks. | | **Helpdesk Team** | Providing 1st line support via phone and e-mail for all applications that require user support. |   The most senior person of each team acts as a team lead except the infrastructure team which is led directly by the development manager. The Development Managers also have the power to engage additional resources from the BGO Development Teams (25 developers) if agreed with HRA. An organisation chart for the teams is shown below.  [REDACTED] InfrastructureTesting Environments As part of the development and testing process BGO will provide the following fully operational environments for each HRA system (IRAS, HARP, GFI, TOPS, etc.):   * DEV (Development environment) * TEST (QA environment) * STAGE (Staging/UAT environment) *\* hardware, software and networks can be provided by the hosting provider or BGO* * *Any other ad-hoc environments*   The environments hardware and software, administration, configuration, deployments, maintenance and network connectivity will be provided by BGO without extra cost.  The control of these environments is exercised through the JIRA workflows and ‘upload items’. This ensures full visibility of any software change across the HRA and BGO delivery teams. These workflows have been developed to meet the nature of the two teams and meet any requirements from external audits. An example workflow is below:   Software Source Control BGO uses TFS to control all aspects of source control and enforces requirements to document code check-ins from developers. Every change made can be tracked through the systems and metadata regarding the change can be determined from the database. Branching enables several sets of source code to be managed and tested independently. The same branching allows rollbacks of software or the regeneration of any historical instance if ever needed.  Database changes are also handled through TFS. This ensures that both code and data changes are traceable - giving an exact date and time of the change.  Finally, the TFS system is also used to capture the developing set of documentation that is beginning to emerge from the development process. Embedding it in TFS ensures changes are tracked and it is easily available and searchable. Defects management software BGO will provide, host and maintain an instance of Atlassian JIRA used for issues and defects tracking, project management and helpdesk tickets. Any workflows, software changes or updates are agreed in advance with HRA as the software configuration itself is under configuration control.  This system is also used for release planning as it adds the benefits of being able to keep the source documents for any changes (i.e. Change Request Form, Requirements Specifications, etc.) linked to the record of development and solution for a particular change. Processes The software QA service offered by BGO as part of the contract does not require dedicated personnel from BGO to manage it. The systems have been put in place already and all actions from the teams can be monitored and audited without significant impact on the main work streams. Once again Lean methodologies are used to create simpler but more comprehensive activity paths. The system has been designed to work in cooperation with the HRA QA Team, processes and their audit requirements. Release Planning BGO has a procedure to analyze the items included in each release and plan any specific tests and verifications required by the development team. A mandatory part of the release is the standard post-deployment verification of each work item included in the release both on STAGE and LIVE environments. The items are marked by the developers in JIRA after deployment and verification on each environment. A snippet of the JIRA form used for that is shown below:    Depending on the complexity of the work items we plan and execute additional tests both manual and automated. Also depending on the complexity of the release there are post deployment tests listed in the deployment checklist which need to be executed. Software Development JIRA is also the QA tool for recording and monitoring the progress of a release and its individual components. Development team members record estimates of time for a particular change and then record incremental periods of time spent on that change - adjusting the estimate if required. BGO and HRA managers can have a single view of all changes in a release and be able to instantly appraise progress and identify any problem areas. Once development is complete the testing process can begin. Software Testing It is part of the internal processes to deliver the desired level of quality of the work before handover for testing to the HRA Quality Assurance team. The testing effort from our side is shared between the development teams and the Helpdesk team.  It can be two types: manual and automated.  http://i1.wp.com/www.softwaretestingclass.com/wp-content/uploads/2013/05/manual-testing-types.png?resize=346%2C347  The testing types provided by role:   |  |  | | --- | --- | | Testing Type | Role | | User Acceptance Testing | \* Helpdesk *(to a certain extent)* | | Black Box Testing | Helpdesk *(to a certain extent)* | | White Box Testing | Senior Developer, Programmer, Development Manager *(limited)* | | Unit Testing | Senior Developer, Programmer | | System Testing | Senior Developer, Programmer | | Integration Testing | Helpdesk, Development Manager \*\*, Senior Developer \*\* |   *\* Helpdesk provides opinion from user perspective but does not play real UAT role.*  *\*\* Development Manager and senior developer do integration tests at system level.*  The internal development process has multiple testing points as follows:  **Local Machine** (the PC used by the developer)   * Testing and debugging each feature by the developer on his local machine   **DEV Environment** (unstable)   * Testing and debugging each feature by the developer on the DEV (development) environment * Peer testing.   **TEST Environment** (contains completed features, ready for QA)   * Post-deployment verification of each feature by the developer on TEST environment, before handover to QA * Manual testing by the Helpdesk team on TEST environment if/when required * Ad hoc automated tests ran by the developers   **STAGE Environment**   * Post deployment verification of each feature by the developer on STAGE environment * Manual testing by the Helpdesk team of the release candidate version on STAGE environment   **LIVE Environment**   * Post deployment verification of each feature by the developer on LIVE environment after version release * Post deployment tests by the Helpdesk   The defects tracking software (JIRA) has customized process which allows the developers to mark the items when they complete the verification on certain environments and also allows uploading of evidence documents – screenshots, data outputs etc.  In addition, the developers prepare automated tests for certain functionalities, which are considered time consuming and difficult to test manually. Automated tests and scripts can be executed also by the build server after each automated deployment to optimize the effort for regression testing. Our intention is to develop a rich library of automated tests which will send reports to the HRA QA Team automatically after each deployment. Development of Master Test Plan It is important to note that BGO constantly discuss the Master Test Plan with the HRA team. This discussion begins during release planning and follows to test environment deployments (to ensure test cases are in place) and the live system. Also programmers are trained to record unusual test cases that they may see in the code to ensure they are included in the test plan. These comments are recorded in JIRA so that they can be seen by all members of the team. Issue Management The helpdesk also uses the JIRA system to record and track issues through to resolution. These workflows have been built into the system and ensure consistent actions by the helpdesk staff and any other staff working to resolve an issue. Again, JIRA acts as a central point by which HRA and BGO management can monitor and audit the performance of issue management. All data in JIRA becomes the basis of monthly and ad hoc reports. HRA ISO Certification BGO are committed to working with the HRA in their goal of ISO9001:2015 certification. We will enable any QA processes requested at no additional charge. Risk Management BGO will deliver a Risk Management Plan as described in B2. Many risks to effective QA procedures are already much reduced by working with BGO:   * Procedures and recording of actions have already been developed and tested between the HRA and BGO. * Staff have been trained in using the QA systems and processes ensuring that all audit points are adequately captured. * The QA systems have proven to be expandable and are therefore fit to cope with emerging QA requirements. |

# B7. Learning and development for Service personnel

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| Question | B.7 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Learning and development for Service personnel (paragraphs 10.60 -10.62 of Section C of the Service Specification) | | | |
| Information request | | Please describe how you propose to meet the learning and development requirements (as set out in paragraphs 10.60 -10.62 of Section C of the Service Specification) including how continuous improvement will be delivered over the life of the Contract to maximise the resource knowledge and delivery of the full Service Specification. | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the learning and development requirements as set out in paragraphs 10.60 -10.62 of Section C of the Service Specification; * Proposed a learning and development plan with key milestones defined; * proposed appropriate management arrangements to meet the learning and development requirements as set out in paragraphs 10.60 -10.62 of Section C of the Service Specification. | | | |

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| Tenderer Response  Our staff training at BGO Software for HRA services is extensive and has contributed a great deal to our successful delivery and maintenance of HRA systems and support of the system users over the last few contracts with HRA. In an environment where the market for skilled system developers and maintenance personnel is extremely competitive, BGO Software has implemented a companywide strategy to increase recruitment and retention of best skilled staff. We promote the company widely and highlight our staff benefits packages in order to attract the best candidates. Most importantly we have created our own stream of  talent by creating the BGO Web Academy ([www.webacademy.bg](http://www.webacademy.bg)). In cooperation with the Technical University of Plovdiv, the academy provides training to young professionals and specialized courses in the technologies used by BGO. In addition, we organize specialized seminars for IT professionals in London and dedicated company training across the EU. Currently every six months we can choose between more than 50 graduates and offer some of them junior positions in the company. The training also includes the technology stack used by the HRA systems and we can select the best for recruitment if there is a need of extra resource. Through this strategy we have a very advantageous position in getting the talented staff into our company first with exactly the right skillset we want and with knowledge in our project management and source control processes. We believe that being recognized across the EU as education and training provider in the latest technologies gives us additional credibility and trust in our expertise.  For our more senior staff, BGO Software make every attempt to recruit from experience so that the senior staff can act as mentors on the various systems. This has proved very successful and we now have one of the most experienced technical and support staff bases for HRA systems of any commercial company. In all, these decades of experience are used as we always divide the teams so that experienced staff work with less experienced, yet very talented, junior staff. This on the job training is carried out both formally and informally. In most cases questions can be answered in house without the need for disturbing the HRA. While this has not been least expensive staffing option for BGO, it has proved to be the best and most cost effective solution to guarantee delivery for the HRA.  All technical staff also undertake training and certification plans for one or more of the software supplier companies that we are partners with. For example, we are Platinum Partners with Telerik and Silver Partners with Microsoft. Both of these companies provide technologies that are used extensively in HRA systems and both provide certification training. Almost all of the developers assigned to provide service to HRA are Microsoft Certified Professionals. The development manager also has PRINCE2 and MCAD certificates. They can also undertake more advanced training on other technologies in our web academy – meaning our developers are constantly updated on modern programming, maintenance and security techniques.  The final element of training we provide is courtesy of the colocation of the HRA Helpdesk staff.  While technical staff are notoriously good at getting to grips with the technical side of a product, much of the time they work in isolation and never experience how the full end products are designed to work or experience the issues users are having first hand. The development teams have frequent meetings with the helpdesk team who take them through the various products and train them on the operation of the systems. Furthermore, this time is also used to highlight any common user issues on the systems. These issues are vital to understanding how the customer works and gives the entire team visibility of what to avoid in future. Moreover, if technical staff are working on any approved modifications on areas that are closely linked to any long term issues, they can highlight it to the HRA and if approved the issue can be addressed at the same time - this saves significant time in both development and testing.  Our helpdesk staff are mentored in a similar way as our technical staff. We ensure we entice the right managers in at the recruitment phase, and we have been very successful in this activity. Our senior helpdesk managers have years of experience supporting HRA system users. As with the technical team, we spend a great deal of effort providing a competitive workplace so that retention is not a problem. Once we have the correct senior staff in place, we use various element s of constant supervision and on the job training for more junior staff. We supplement this with formal training in both ITIL and technical subjects which we can do in house. Our philosophy is that if support personnel have a wider technical understanding and technical staff have a deeper understanding of the user and their processes then we can provide a higher level of user support in a shorter amount of time, and build the right products at the right time.  All this experience and training is of little value if we cannot retain staff. We take great effort to create a workplace that our staff will enjoy working in, and providing benefits and salary that are competitive. We believe our history provides evidence to the success of this strategy as we have decades of experience with HRA systems and the result of that is reflected in the consistent successful delivery of systems, lack of system downtime and security breaches and high levels of customer satisfaction as a result of resolution of issues by the helpdesk. |

# B8. Information and communications technology equipment, environments and systems

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| Question | B.8 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Information and communications technology equipment, environments and systems (as set out in paragraphs 10.15-10.18 and 10.37 to 10.42 of Section C of the Service Specification) | | | |
| Information request | | Please describe how you propose to meet the information and communication technology equipment, environments and systems requirement (as set out in paragraphs 10.15-10.18 and 10.37 to 10.42 of Section C of the Service Specification) (including a detailed description of the resources that will be made available to deliver them).  Describe how your solution will manage risks (including provision of the Services to the agreed Prices) | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the information and communication technology systems requirements relating to: * provision and management of equipment as set out in as set out in paragraphs 10.15-10.18 and 10.37 to 10.42 of Section C of the Service Specification assigned suitably qualified and experienced resources for service delivery of the information and communication technology systems * documented clearly the appropriate management arrangements of these resources * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the information and communication technology systems. | | | |

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| Tenderer Response  BGO Software uses the most modern technologies to ensure that our development and support environments are reliable, available and secure. Having a broad range of in-house expertise, we are able to identify the best and most affordable solutions to meet our customers’ needs. In relation to our activity with the HRA, once we delivered HARP, TOPS and took over maintenance of IRAS we quickly identified a need for a holistic system to help manage the support and development of the systems. Our experience showed that JIRA was one of the most effective, stable and well developed systems for this purpose. It has numerous modules in which it can be configured to meet almost any need with regard to the coordination of work and issues for the HRA – now and in the future. JIRA ios web based and could provide information to the BGO and the HRA’s distributed workforce. We feel JIRA represents a solid platform to move forward with over the coming years with regard to issue tracking, task management, helpdesk tickets, documents repository and more.  The HRA project management and QA teams are now trained in using JIRA and all members of the project team are aware that it can capture additional QA audit points and workflows when needed. This means it is increasingly becoming the core focus of HRA systems project management. BGO Software support ITIL processes where possible and we have built numerous compliant pathways into the JIRA workflow over our time working with HRA. These processes have now bedded in and are proving successful. A switch to another type of project/issue management software would require a significant process capture exercise and serious data migration effort. We recognise that the JIRA system now represents a significant knowledge asset and is a vital operational system for the HRA. We have taken steps to ensure it is secure, reliable and available.  As for the systems software that is being maintained and developed, the provision of the various environments for HRA has always been a time consuming but highly important aspect of the systems delivery and support work. We are also aware that provision of such environments is not just a case of copying code and data as there must be tight controls on live data versus test data and any deployment procedures to the individual environments. Therefore, the location of each environment depends on the requirements for testing and development. Configuration control and tracking must be exercised to ensure that the various environments of one system are linked correctly to the correct environment of the other systems. Security issues are always considered, highlighted and discussed with HRA prior to any change in environment structure.  Overall, we can host any number of environments that the HRA need, and quite often we will be controlling up to 10 separate environments. There are more details about them in the answers of questions B3, B4 and B6. Our systems and processes are open for audit at any time.  BGO Software has an extensive and secure infrastructure on which to host various development and test environments. Both JIRA and the testing environments are hosted on VMWare based cloud infrastructure owned and operated by BGO. The servers are located in private racks in Telepoint Datacenter Sofia. Telepoint is a Tier IV (the highest level) data center with 99.995% fault tolerance with quality control and information access security certificates.  We make extensive use of TFS to track builds for any aspect of rollback or emergency patch work on live sites. Our systems approach to build tracking and environments enables the capability to rebuild the live systems on our secure servers should disaster make it impossible to regenerate the systems on the hosted infrastructure as contracted by HRA. This plan makes use of HRA’s offsite backups and our TFS tracking to make sure identical sites can be constructed in case of a major catastrophe.  Our development work at BGO Software is supported by state of the art computer hardware and communications infrastructure. We also have access to the most modern software technologies as Microsoft and Telerik Partners. All of this infrastructure is supported 24/7 by a number of certified technicians. Our company has 2 main development sites for redundancy and each of those sites are supported by redundant fiber networks on which our core data and VOIP communications protocols are carried. Due to the high capacity of our networks there are virtually no limits to the number of voice calls that can be supported over our voice communications. We also use the latest VOIP technologies that enable automatic routing, modern digital answering systems and real time statistics recording and performance monitoring.  Once again, BGO Software are in a position that existing infrastructure is already in place for build environments, source control, developers’ infrastructure, support software, telephone systems, helpline numbers and email addresses. BGO have proven we can manage this infrastructure and avoiding moving to another provider will save considerable HRA resource and time  . Risk Management BGO will deliver a Risk Management Plan as described in B2 under the section ‘RIsk Management’. Many risks to contractor supplied ICT equipment, systems and environments are already much reduced by working with BGO:   * Tried and tested management systems are already in place and work to embed processes has already been completed and audited. * All critical systems have automatic monitors in place to monitor their availability and those on the could have automatic switchover to redundant backups if required. * We have created processes on JIRA that audit the setup of all environments and the movement of any code and data. * Source control and test environments are in place and effective information security processes are in place. * Hosting infrastructure for the systems has been design to ensure high security and system availability. * High speed, dual redundancy fiber networks serve our multiple sites ensuring personnel can always be available even in cases of multiple network failures. * VOIP technology allows the ultimate configuration of voice services such that communication is always available in all but the most severe global networking outages. |

# B9. Communications plan

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| Question | B.9 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Communications plan (as set out in paragraphs 10.53 to 10.56 and 10.66 to 10.81 of Section C of the Service Specification) | | | |
| Information request | | Please describe how you propose to meet the communication requirements of as set out in paragraphs 10.53 to 10.56 and 10.66 to 10.81 Section C of the Service Specification. | | | |
| Criteria | | The Tenderer response shows that the Tenderer:   * has addressed the requirements in paragraph as set out in paragraphs 10.53 to 10.56 and 10.66 to 10.81 of Section C of the Service Specification; * has proposed appropriate means of communications and staff’s associated responsibilities * has identified the relevant HRA Research Systems Stakeholder types and provided analysis of their interrelationships * understands the challenges in ensuring clear, timely and appropriate communications | | | |

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| Tenderer Response  BGO Software provide a 24/7 callout plan for responses to emergency tickets and other issues as agreed and approved with HRA. The plan will be reviewed prior to contract. It will be maintained by the Helpdesk but distributed to all active participants and HRA management so that everyone involved in a callout has absolute clarity on their actions during a callout situation. The revised callout procedure will vary depending on the severity of the issue, and would also include HRA (and potentially other IRAS Partners) points of contacts for certain issue categories and severity as agreed with the HRA. BGO understands that an interruption in any of the systems can affect more than just the HRA and IRAS users, particularly if these systems start to form the basis of clinical trial authorisation co-ordination required to meet the new UE timescales for approval. For this reason, we would expect the plan to be reviewed frequently as the HRA Systems user base expands. BGO is also adopting the best ITIL practices applicable to our working environment with HRA. We do not seek a ‘blind’ implementation of the procedures but to apply the best recommendations to increase productivity and response rates.  The requirement for service staff changes would be notified to HRA as much in advance as possible with an aim of at least 1 month prior notice as a minimum. BGO Software has sufficient depth of staff that any change of personnel will not lead to reduced manpower being available to the HRA. BGO Software would endeavor to fill any vacancies without interruption and only with approval of the HRA. The helpdesk would maintain a list of all active personnel and their roles within the contract as an Annex to the callout plan. This would be available to the HRA at any time.  Moreover, this list will be used as the basis for any access requests to resources. With the caveat that if a listed individual cannot be positively identified then no access will be granted to any resource. While this seem quite strict, system and data security always take precedence to the need for access. BGO Software will maintain both a system for staff verification and a log of any such requests on JIRA. Unusual access requests will be reported according to our security breach plan.  Security and background checks will be performed when and as specified by the HRA. Full results of such checks will be reported back the HRA. If there are any potential issues identified in the checks, system access for that individual will be suspended until cleared by the HRA.  BGO Software has the capability to communicate with the client in any form they require; however, if some forms of communication require specialist equipment or restricted network access (such as access to specific NHS networks, VPNs, etc.) then any specialist hardware or software for enabling that type of communication will need to be provided by the HRA. As a company that provides software to a number of customers worldwide we are very used to working both onshore and offshore with various communications platforms. In addition, we plan to have senior, UK based staff that are available for face to face meetings if required.  The frequency and timing of meetings between HRA staff and BGO Software staff will be entirely at the discretion of the HRA. We already hold meetings with a similar frequency and content as those outlined in the tender document, and we will accommodate any changes required by the HRA. We have proven to be able to instigate communication from our staff whenever it is needed. In fact, communication between the HRA and BGO Software has always been good with staff available at any time to discuss matters with the HRA. We have frequent ad hoc communication with HRA staff regarding many types of issues.  Throughout the period of the contract, our staff structure and hierarchy will remain as agreed with the HRA and each product will have clear BGO Software development team leads. There will never be any restrictions on HRA contacting any member of the team directly; however, we would want to ensure that BGO team managers are aware of any task changes required as well through the appropriate task system so that they can ensure HRA priorities are managed correctly.  In conjunction with callout plans, meetings and communication platforms such as SKYPE, VOIP, Lync, Google hangouts we supplement our communications with advanced issue tracking and production monitoring software. In the case of the HRA we have implemented a number of communication pathways into our JIRA platform. It is also capable of sending automatic notifications and keep all parties up to date with the most recent progress. This has already proved to reduce the need for some meetings as it allows the HRA to see, at any moment, the progress on tasks and issues. While such systems will never get rid of the need for personal communications – they can prove a great benefit in saving time while getting up to the minute information when it is needed.  One aspect we have not discussed is BGO’s experience of knowing what, with who and when to communicate to the HRA. This is experience that members of our support and technical teams have gained over a number of years working with HRA and formerly NRES. We are confident we know which issues need to be discussed immediately, in a meeting, or not at all (i.e. handled through other methods such as JIRA). This is a huge benefit when it comes to making sure HRA are addressing the critical issue and not wasting their time on less important items. This is important as HRA’s personnel time is a vital, and limited resource. |

# B10. HRA familiarisation and knowledge base

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| Question | B.10 | Weight | **5** | Word Limit | **1,000** |
| Subject | | HRA familiarisation and knowledge base | | | |
| Information request | | Please describe how you propose to ensure timely and effective familiarisation with HRA processes and needs, and how you intend to build the knowledge base required to support your staff in the delivery of the Service as set out in paragraph 10.60 of Section C of the Service Specification. | | | |
| Criteria | | The Tenderer response shows that the Tenderer:   * has addressed the requirements in paragraph 10.60 of Section C of the Service Specification * understands the key issues and challenges * has identified the relevant Stakeholders providing analysis of required knowledge transfer * Has provided confidence in their approach to knowledge capture, dissemination, retention and management. | | | |

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| Tenderer Response  BGO is confident that we have recruited a support, development and maintenance team with the best depth knowledge of HRA business space and systems rather than seeking low cost, generic developers and call center personnel. This has resulted in decades of experience being available to the HRA in support of their systems and users. The value of that experience has been proven through recent contracts where we successfully delivered HARP, TOPS and handled the transfer of maintenance of IRAS. In addition, we have supported the users of these systems during this period. All this was achieved while having a minimum of impact on HRA personnel. Furthermore, BGO have been able to use this knowledge to assist the HRA team in the early stage design of some of the more complex issues such as external system interfaces with IRAS partners and e-submission processes.  Our knowledge and skill for many personnel date back prior to the latest G-Cloud Contract. In particular, our senior staff have been identified due to their knowledge and record of delivery with HRA systems. These senior staff are responsible for training and supervising all new staff. This internal knowledge and training has reduced the need for HRA involvement to bring contractor resources up to a functional level. Our staff have worked with the HRA, NRES, MHRA, NIHR, CAG, a number of overseas regulatory bodies - even participating in the Clinical Trials Information System Expert Group. So we also understand the wider environment within which the HRA work. As such, we can attend and contribute to discussions on IRAS Partner requirements and wider strategy if required.  Having supported the systems and users for the past few years, BGO Software has built up a vast knowledge base held by a number data sources from which we can extract meaningful data. What is more important than just the raw data is the tools and queries that we have developed in order to extract meaning and insight from this data. Our knowledge and these tools mean that users of the systems always been able to rely on quick resolution to their queries or a correct indicator as to where their query can be resolved.  We invest substantially in our knowledge strategy for the HRA contracts and believe we are unparalleled within our field in this respect. We have 5 aspects to our knowledge strategy:   * + - 1. Our People and Their Experience: We already have on board the team who designed and implemented HARP from the ground up, the IRAS and GFI architects, and developers implementing features and fixes on IRAS in the last 5 years (and in some cases longer). Our Helpdesk manager has been responsible for the helpdesk service for IRAS and HARP from launch day. We recruit and retain the best and most experienced personnel in the field. But also look for people with knowledge and expertise of the HRA or closely related regulatory business space. This is not the least expensive option for us but we are confident it is the least costly option for our customers as they can rely on a minimum of disruption and a high level of value added service. Furthermore, with decades of experience we can often be relied on to bring additional knowledge and ‘lessons learned’ to add to that of the customer’s team.       2. Staff Retention: We have an excellent record of staff retention. As a company we invest in our staffs’ job security, training and wellbeing to ensure they are retained and motivated.       3. Training and Development: BGO Software always ensures that those with less experience work in a team with experienced personnel so that continuous ‘On the Job’ training and supervision takes place. We have an ongoing program of formal staff training which we enact through our own training company [http://www.webacademy.bg/](http://webacademy.bg/) and we are an Telerik Platinum Partner and Microsoft Silver partners - both key technologies in use in HRA systems.       4. Collocation of Support and Delivery Staff: We believe there is benefit to have both the technical development teams and support teams within easy reach of each other. While it is possible for teams to communicate remotely, we believe having the ability for our teams to discuss issues in person brings significant knowledge transfer benefits. Our technical teams benefit from knowledge of the process brought to them by the support personnel. Our support personnel benefit from the insight given to them by the technical staff.       5. Knowledge Base, other data sources and Analytics Tools: BGO introduced and maintain the main knowledge tool for HRA systems support which is the JIRA database. We have customized this system to capture as much detail on issues and changes as possible so that both the HRA and BGO can work in a single environment for most management activities. This captures an ever increasing scope of activity and is used to retain much of historic detail on HRA processes and change requests. In addition to this we have a number of separate systems and database that can be interrogated to supplement that knowledge. BGO has built a number of queries and tools that supplement these knowledge bases and data sources to help us to understand user behavior and processes.       6. Communication with our Customers: We maintain very close working relationships with the customers. Our familiarity with the business, personnel and their responsibilities means we can communicate clearly and concisely with the HRA. If we are not sure on certain business aspects, we feel empowered to ask for details and documents.   Our knowledge of the HRA business space and the architecture of existing systems is absolutely vital to successful delivery and support. We very much understand that without this knowledge the future delivery program will take longer and will use more internal HRA resource than it would using a specialist developer such as BGO. Our investment in our knowledge strategy undoubtedly increases chances of success and realises cost savings for our customers - our record of successful delivery and support validates that stance. |

# B11. Transition Implementation Plan

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | B.11 | Weight | **10** | Word Limit | **2,000** |
| Subject | | Transition Implementation Plan | | | |
| Information request | | Please provide a description of your proposed transition and implementation activities that will enable you to deliver the service from the commencement of the contract on 1st April 2016. Please include your outline plans for the transition of the Services from their current operation into the new contract delivery phases from 1st April 2016.  Please include a description of how you will manage the transition of the information and communications technology systems.  Describe how your solution will manage risks (including provision of the Services to the agreed Prices) | | | |
| Criteria | | The Tenderer response shows that the Tenderer has:   * addressed the transition requirements * demonstrated that it has a relevant quality assurance regime that monitors, measures and assures quality outcomes in relation to achievement of the milestones and the milestone dates * has a clear and deliverable timetable of activities to achieve the milestones and the milestone dates * demonstrated that it has a relevant risk management regime that monitors, measures and can manage appropriately risks associated with the transition of the Services from their current operation into the new contract delivery phases from 1st April 2016. * specified key personnel in the transition process along with their responsibilities and inter-relationships. | | | |

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| --- |
| Tenderer Response  As current contractor for the systems and services we do not envision a significant transition period, rather we envision a period where we can refine existing processes. While we do anticipate some additional requirements as a result of the new contract these will not cause disruption to the HRA or current delivery plans. This is an important factor for the HRA to consider as a full transition would have considerable impact on HRA manpower and BGO Software resource to support a move to a new supplier. From our understanding the work over the medium/longer term is significant and any delay due to transition would ultimately have knock on effect with regard to delivery. Along with the HRA Approval there are many other ‘pipeline’ priorities including the work with the CRN, e-booking, the MHRA and the EU Clinical Trials Portal, e-submission of amendments, e-submission of CAG form, CPMS integration, and electronic booking for REC forms being considered for the Essential Delivery Plans (EDPs). These are in addition to any maintenance and enhancement work that will have to be progressed at the same time.  By continuing to work with BGO, HRA significantly reduces their risk of:   * Being able to transition within the set period. * Ensuring that the transition is significantly comprehensive so that future delivery is not jeopardised. * Ensuring that transition does not affect immediate delivery plans or disrupt the normal activity of the HRA. * Ensuring the new contract is significantly comprehensive that it covers all activities currently provided by BGO with the same quality and business understanding.   Furthermore, current activity has been audited and delivery has been consistently meeting timescales with high quality, and with new arrangements there is always a risk that this would not be the case moving forward.  Our approach to any transition planning would aim to reduce the impact of any changes brought about by this contract (for both parties) and encourage a process of continued incremental improvement to the existing services that are already in place. If awarded the contract, we would propose a review meeting to be held between BGO Software and the HRA in early January 2016 to plan any change activity required over the contract period in an ‘Transition Plan’. The plan would ‘dovetail’ into current activity so that disruption was kept to a minimum. Activity would be undertaken in parallel to normal activity and use existing resources to meet any process/service change. The progress to plan would be reviewed every 6 months with a view to completing all change requirements over the first year of the contract.  The Transition Plan would address the following as a minimum:   * Develop and maintain a Risk Register. * Review arrangements for ICT and put in place a sub plan to address any deficiencies. * Review JIRA workflows and document data audit points. * Review JIRA reporting. * Review the callout plan. * Identify improvements on the existing processes both in JIRA and offline. * Agree, maintain and audit schedule. * Put in place a schedule and plan for a further documentation set that would support future transitions. This will ensure HRA has the ability to switch contractors more easily in the future. * Agree a timetable for production of a security plan. * Agree a procedure for verifying staff access to key resources. * Agree, document and maintain an exit plan. * Identify any other requirements of HRA under the new contract and timescales for meeting those requirements.   All items in the Transition Plan would be documented and translated into JIRA workflows so that suitable monitoring and QA practices can be exercised during the execution of the plan. Putting the tasks into JIRA continues to maintain the single point of access for all project management. We are not putting specific dates on individual items with the exception of the Risk Register which will be available at the start of the contract. Other items will require input from both HRA and BGO and the effort in putting the action plans together and the timescales involved with meeting those plans will need to be considered carefully with regard to prioritising with existing and emerging delivery requirements. Transition Risk Management It is now, and always has been, our stance that the biggest way to avoid risk to delivery on HRA systems, and maintenance and support, is to always maintain a core of experienced personnel. Not just experience with technology, but experience with the actual systems that are being maintained and the business space of the customer. We have described a very solid knowledge management strategy in B10, and we believe we have the most experienced team in the HRA systems available to any commercial organisation. We have sufficient depth of personnel and procedures in place that there is limited risk that we will lose this knowledge.The fact that we have been delivering the current services successfully is also evidence that most risk factors are under control. Throughout this response to tender we have addressed issues of risk and how remaining with BGO reduces them. The fact is most of our risk mitigation is already in place:Application Support: With our experienced teams and past track record this risk is contained. We have a record of maintaining high availability systems, managing the infrastructure and ensuring the systems are secure, and supporting users with timely reaction to their issues. The processes involved are backed up with management IT systems and procedures. They have also been subject of numerous audits.  * Development and Maintenance Services:   + BGO already has mitigation plans for many possible risks for delivery of systems maintenance and development. Our depth of specific HRA system experience is broadly based and our access to additional talented staff through our own staff recruitment and development channel ensures we are never short of skilled resource and that we have continuity in our internal knowledge management strategy. We have standby staff always ready to cover for holidays and illness so that delivery schedules are never interrupted by lack of suitable resource.   + We have a record of maintaining and delivering high availability systems, managing the infrastructure and ensuring the systems are secure.  This experience is used in conjunction with HRA experts to ensure realistic delivery plans and timescales.   + Risks of software changes are mitigated through formal procedures for deployments verification and rollback in case of a failure. While the live systems have extensive backups, monitoring, security testing and application testing to ensure their integrity. Our software documentation and ‘ruggedization’ strategy lower the risk to future delivery and cost restraints.   + We have a record of designing security into our software and maintenance changes. This has been tested many times through penetration testing. The core of HRA’s system security is reliant on the integration of security at the code level. * Infrastructure Support and Maintenance:    + We have a depth of personnel with direct knowledge of HRA systems infrastructure needs which should eliminate the risk of service disruption on contract initiation.   + We have extremely qualified and experienced senior managers that know the systems and can advise HRA on an infrastructure plan if needed - ensuring the infrastructure is fit for purpose long term.   + We have readily available backup staff.   + We have a systems backup plan and recovery plans for all situations.   + BGO maintains longer on-call chains in case the 1st and 2nd contact points are not reachable.   + Our infrastructure configuration and maintenance has passed many security tests. * Performance, SLAs and KPIs:   + Our personnel understand the entire environment within which HRA systems run. We understand the limitations of different metrics and who is responsible for a particular metric or contributing to that metric. We have worked with HRA in the past to ensure they have the correct providers and contracts to meet certain SLAs. We are confident in our ability to ensure any changes to KPIs and SLAs are met.   + Our current reporting regime on adherence to SLAs and KPIs has proven to meet the needs of the HRA. We are proposing even more advanced recording and reports under the new contract.   + We have worked with HRA systems for years and consistently met expectations.   + We have qualified staff with depth of knowledge. This contributes to infrastructure systems that are not over/under specified so that costs from third party suppliers are proportionate with the requirements. * QA:   + Procedures and recording of actions have already been developed and tested between the HRA and BGO. While there is always ongoing review, much of the work and systems are in place to avoid any disruption.   + Staff have been trained in using the QA systems and processes ensuring that all audit points are adequately captured.   + The QA systems have proven to be expandable and are therefore fit to cope with emerging QA requirements. * ICT Equipment:   + Tried and tested systems are already in place. Work to embed processes has already been completed and audited.   + All critical systems have automatic monitors in place to monitor their availability and those on the cloud have automatic switchover to redundant backups if required.   + We have created processes on JIRA that audit the setup of all environments and the movement of any code and data.   + Source control and test environments are in place and effective information security processes are in place.   + Hosting infrastructure for the systems has been designed to ensure high security and system availability. * Security:   + Our staff are experienced at designing and implementing highly secure systems - from the code to the infrastructure.   + We have designed many of the security defenses for HRA systems and they have proved to be highly secure through a number of audits.   + Staff are trained to consider security at all stages of their work. This includes not only the systems and infrastructure, but also the procedures surrounding the systems, data and access. The help desk is a key link in this security protection and they are fully trained in the protocols for system and data access. * Pricing:   + It is virtually impossible for a contract to cover all aspects of work. When gaps are found it is imperative that the two parties are able to take reasonable views on how issues should be dealt with. There is a history between HRA/BGO that shows that ambiguities can be resolved to both parties’ satisfaction and without conflict.   + Our pricing plan gives known, discounted prices for the full period of the contract.   In summary we believe the majority of resources, infrastructure and management is already in place for this contract. The lack of dependency on an extensive transition plan is a major advantage to the BGO Software proposal. There are many benefits with not having to transition to a new supplier at this point:   * Lack of disruption to delivery plans during the transition period as HRA and BGO resources would need to be diverted to train any new contracting organisation. * Avoidance of risk in future deliveries by avoiding gaps in knowledge missed during the transition phase of any new contracting organisation. Such gaps could have budgetary and operational risks, and ultimately impact the HRA’s ability to deliver its service as planned. * Ability to put in short and long term delivery plans with confidence as BGO has been consistently accurate with both estimates for delivery and the delivery itself. It is very likely that a three-month transition will be insufficient for a new contractor to be in a position to do the same.   We believe that transition to another company at this point in time and within a short timeframe available is a significant risk considering the demanding delivery schedule over the coming years. Any new company will find it extremely challenging to understand the business space and workflows, external HRA customer requirements and business, software product design and architecture, and helpdesk workflows. Furthermore, security of systems and data could be placed at risk if system architectures and procedures are not strictly maintained. Therefore we believe BGO represent the most secure path forward with regards to delivery and integrity of systems and data. |

# B12. Exit Management

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| --- | --- | --- | --- | --- | --- |
| Question | B.12 | Weight | **4** | Word Limit | **1,000** |
| Subject | | Exit Management | | | |
| Information request | | Please provide a description which outlines your approach to transferring knowledge, skills, assets and processes as part of your exit strategy leading up to and covering the Expiry Date.; either:   * back to the HRA; and/or * to a Replacement Supplier | | | |
| Criteria | | The Tenderer response shows that the Tenderer:   * Has arrangements for the transfer of knowledge, skills and assets and an exit strategy which are compliant with the requirements of schedule 10 of the Contract * has a solution that is capable of achieving the required outcome of a successful exit of the Contract. | | | |

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| Tenderer Response  BGO believes exit management to be an extremely important element of the contract. We would start planning and preparing for exit from the moment any new contract was awarded. We believe that in order for the HRA to achieve vendor independence it needs to have the necessary knowledge assets at its disposal to assist transition.  BGO recognised the need for the HRA to be positioned for easy vendor transition from the moment it developed HARP and took over maintenance of IRAS. During this period, we have recommended increased levels of documentation on the software products, implemented knowledge capture databases and proposed functionality changes to make the products less reliant on software changes. While some of this activity has moved forward it has not been possible to achieve our full vision of what is needed primarily due to the short timescale in which we had the products and the need to make progress on operational changes to the software following an extensive moratorium on development. Needless to say, the amount of time required to generate sufficient levels of ‘Exit’ documentation far exceeded the length and scope of the current G-Cloud contract.  Moving forward, we see envision a planning and documentation phase that runs the period of the contract. This will ensure that these activities do not have a detrimental effect on delivery and recognises the scale of the task. During the first 3 years of the contract there will be a period where the software and infrastructure are retrospectively documented with a view to exit and handover procedures. This would be done in conjunction with HRA resources so that HRA always maintain a full understanding of the systems with a view to contractor changeover or even having the HRA take over support.  In addition to the documentation, our overall contract strategy calls for increased development of system configuration for HRA’s research systems. This would mean that most changes could be achieved by configuration rather than code changes. This would make the risk of changeover disruption much less as most changes would be able to be made through an administrative console. This work is already progressing under the ‘ruggedization’ program.  One further design consideration we would promote is the gradual move of some of the new (and even some existing) elements of the non-HRA proprietary systems into an interoperable, yet separate code base, as they are developed. This would work towards ensuring that there would be an independent path forward outside the current IRAS licence agreement. Even if this was just a few core components of the current architecture it would add an element of assurance that they could be transferred and used freely in the future. If the core interoperability functions such as GFI were owned entirely by HRA it would mean that parts of the system could be replaced while the ‘IRAS Partner’ network could rest assured they would not need to change any of their code. The decision whether to move forward in this way is one that is entirely up to the HRA but BGO are well positioned to advise and deliver on this matter.  From the start of the contract we will adopt a continuous programme of exit planning involving the following aspects:   * Documentation of software changes with particular emphasis on guides on how to accomplish the most common tasks, ready to be used by new developers. * Documentation of help desk tasks and processes. * Document Infrastructure, deployment procedure and configuration. * Continued use of our knowledge base with a view to extracting most relevant information and capturing more knowledge. Making that knowledge available during any hand over. * Produce administration manuals for all systems. * Describe HARP processes engine and make it 100% controlled by the HARP admin console. * Introducing increased user configuration to the systems so that they are less reliant on technical programming resources for changes. This will also reduce long term maintenance costs of the system.   + We would ensure that these were well documented and also retrospectively document existing configuration functions that are in the system.   + We would ensure that HRA staff were trained on the use of these configuration functions so that they felt confident in using them. Furthermore they would know what was possible in house and what would need specialist programming. * Use of more open source components when needed so that skills are readily available on the open market and future costs are further reduced.   During exit from the contract we would:   * Handover all project assets including full TFS source history. * Handover all data sources and knowledge assets developed during the course of the contract. * Assist on setup of environments on new providers platforms. * Provide helpdesk training as required. * Provide technical training as required. * Erase all sensitive project assets from BGO infrastructure.   By following this plan, we believe we can place the HRA in a position where they can transfer maintenance and support contracts with significantly less risk than possible at the moment. The HRA will be able to do most common changes in house without the need of programming staff. Such configuration changes would be much more robust and require less testing. The overall cost of system maintenance would be reduced.  Because of the amount of software taken on over the last two years, the task involved in putting in place a comprehensive ‘exit plan’ that can achieve contractor independence without disruption to the HRA is substantial. We believe that with diligence this can be achieved during the proposed contract period so that future contractor changes are without substantial risk. Furthermore, our proposals will result in a lower year on year maintenance cost to the HRA and more robust software. |

Appendix B: Service Levels

**Service Level Agreement**

**Service name:** HRA Research Systems

1. Service Level Manager: <Name and Company>
2. Customer representative(s): HRA Systems Delivery Manager.
3. Contract duration
4. Start and end dates: 01 April 2016 to 31 March 2019

Description / desired customer outcome

1. Business justification and benefits:

The Health Research Authority (HRA) provides a number of key systems to a large and diverse user community, in its role as a regulator. This document sets out details of these systems and requirements in terms of service management for user support and software development, in liaison with *<Supplier>.*

The benefits of this approach are that it provides clarity on expectations and imperatives that the HRA has and serves to enable continuous improvement and provision of an efficient and quality service to stakeholders.

The HRA engages with a number of internal boards for the oversight, governance and management of its key systems. These boards make decisions on the scheduling of releases and the prioritisation of software changes.

1. Business processes/activities on the customer side supported by the service are:
2. Application support (1st, 2nd and 3rd line)
3. Infrastructure support
4. Operational management of infrastructure supplier
5. Systems delivery – development and maintenance

**NOTE:** Service levels must not be affected by the exit of any personnel; the Supplier is expected to manage the staff transfer without impacting the service levels.

Communication between customer and service provider

1. Responsible contact person on customer side with contact details – HRA Research Systems Delivery Manager [REDACTED]
2. Designated Service Level Manager on service provider side with contact details – [REDACTED]
3. Service Reporting: Contents and intervals of service reports to be produced by the service provider as follows:
   * Help Desk – monthly reports for IRAS and HARP and other systems where required (please see examples at Appendix D)
   * Server support – monthly ticket report in liaison with infrastructure provider
   * Firewall support – monthly ticket report in liaison with the Infrastructure provider
   * Monthly reporting against SLA
   * Monthly billing reports detailing days worked by all staff employed under the terms of the contract and divided into HARP and IRAS development, application support and infrastructure support.
   * Weekly updates/meetings with the Research Systems team on systems delivery using a variety of access channels.
4. Quarterly delivery and support meetings in person. In addition, the Supplier shall attend quarterly service review meetings with the infrastructure provider in liaison with the HRA Research Systems team.
5. Ad-hoc meetings as requested by the HRA Research Systems team.

**Procedures for handling complaints and exceptions** (where, for some reason and at the HRA’s initiation or the Supplier’s, there is a desire to deviate from agreed practice)

* + Responses to complaints and exceptions to be registered in writing (email) as follows:
  + Application support – <*Supplier to confirm*> – Supplier to respond within 0.5 working day
  + Infrastructure support – <*Supplier to confirm*> – Supplier to respond within 0.5 working day
  + Systems delivery / maintenance – <*Supplier to confirm*> (HARP or IRAS) Supplier to respond within 0.5 working day
  + All complaints connected with the infrastructure provider shall be dealt with by the HRA in direct collaboration with the Supplier, given they shall provide the HRA with seamless management of this arrangement.
  + If resolution is not deemed satisfactory by HRA then escalation would be directed to the Business Relationship Manager (Supplier). This will be subject to further discussion and agreement of the arrangements that would be in place.

**Satisfaction surveys**

1. Help Desk to conduct a minimum of one HRA customer satisfaction per year on call handling quality/effectiveness; format to be agreed with HRA Research Systems team. The Supplier will respond appropriately to concerns/ complaints raised.

Service and asset criticality

1. Development, maintenance and support (including Help Desk) will be provided by <*Supplier*> for the full range of systems covered by this specification.
2. All systems need to be available 99.99% of the time.

The table below lists the systems which support vital business functions within the HRA, with many being accessed by partner organisations in the health research sector. New systems may be developed in the future and will require similar levels of support.

Table 2: Service Impact Table

|  |  |  |
| --- | --- | --- |
| **Severity** | **System** | **Stakeholders** |
| Tier 1 | IRAS  GFI | Internal & External  Internal & External |
| Tier 2 | TOPS  HARP  HRA Approval Portal | Internal & External  Internal & External  External |
| Tier 3 | CAG  Members Portal  Decision Tools Website | Internal  External  External |

1. Business impact is defined in terms of Tier 1 (most severe) and Tiers 2 and 3 (less severe but still critical)
2. Description of tiers:

**Tier 1** – Any non-scheduled downtime has an immediate and critical impact on stakeholders and essential business processes and would impact approvals for health research and clinical trials. Any unavailability would be detrimental to the reputation of the HRA and health research landscape. Availability to be restored or systems rolled back within 30 minutes.

**Tier 2** – Systems availability to be restored within four working hours[[3]](#footnote-3) - expected to have a significant impact on HRA Operations.

**Tier 3** – Systems availability to be restored within one working day[[4]](#footnote-4)

1. The application support service and server support service both underpin these vital functions are themselves also business critical.
2. Other critical requirements within the service:

* The supplier shall support ad hoc requests for management information reports on a monthly basis, typically less than five per month
* Management and provision of development / test / staging environments
* Deployment and build management

Help Desk Hours and Response Times

For the Help Desk element of the application support service there will be two categories of coverage; Standard Hours and Non-Standard Hours:

#### Standard Hours

* + 9am – 5pm GMT, Normal UK working days (i.e. Monday to Friday – UK Bank Holidays do not require cover).

#### Standard Hour Calls and Emails

* + A minimum of 80% of all calls to the Help Desk will be answered within 5 rings.
  + Voicemail and email messages will be responded to within 90 minutes during Standard Hours based on the order in which they are received
  + System Users will be given an issue reference number in the response to any issue which can be used by the Help Desk to quickly locate details of any contact.
  + The Help Desk must be capable of receiving approximately 800 telephone calls and 350 emails per month and meeting call times defined in the SLA.

#### Non-Standard Hours

* + All hours outside of Standard Hours.

#### Non-Standard Hours Voicemails and Emails

* + Email and voicemail messages received during the non-standard period, will be reviewed immediately and responded to within 60 minutes during Standard Hours based on the order in which they are received.

#### Expected Help Desk & Support Team Responses for Reported Issues and Fault Categories

* + The following is a list of categories and expected responses by the Help Desk and support team. Any deviations will require prior agreement between the HRA and *<Supplier>.*

User Access Issues

#### Individual System User Access Issues

* + **Category 1 Issues.** The Help Desk will be expected to assist System Users with logon and permission issues. Such issues impacting a single user will, initially, be classed as Category 1 and should be rectified within four working hours of being originally reported, using existing application tools where possible.
  + **Category 2 Issues**. Issues that cannot be rectified with tools available should be immediately escalated to 2nd line support. It should also be referred to the Supplier management and the HRA within four working hours of originally being reported. The Help Desk is to then track the resolution and send reminders to the Supplier’s management and HRA every twenty-four working hours until resolved.

#### Multiple User Access Issues

**Category 3 Issues.** If multiple users report the same access issue, it should be resolved by the Help Desk within four working hours of being originally reported. If not possible, the issue should be immediately escalated to 2nd line support. Within two hours of being originally reported, an access issue affecting multiple users shouldbe referred to the Supplier’s management and HRA. The Help Desk is to then track the resolution and send reminders to the Supplier’s management and HRA every six working hours until resolved.

#### User Access issues categories:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Individual or Multiple Users** | **HRA & Supplier Management Notification** | **Resolution  (from original notification)** | **Additional Action** |
| 1 | Individual | n/a | Within 4 working hours | If unable to resolve:   * escalate to Category 2 |
| 2 | Individual | * Within four working hours of being reported and * Every working day until resolved | Within 4 working hours | *Immediately:*   * escalate to 2nd Line support |
| 3 | Multiple | * Within two working hours of being reported and * Every six working hours until resolved | Within 4 working hours | If unable to resolve:   * escalate to 2nd Line support * Include in monthly Help Desk report |

Software Defects

The following is a list of categories and associated resolution times. Any deviations will require prior agreement between the HRA and *<Supplier>.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Workaround?** | **Users** | **Code change required?** | **Resolution** |
| 1A | Yes | Single | N | Within working 4 hours |
| 1B | No | Single | N | Within 4 working hours |
| 2 | Yes | Multiple | N | Within 1 working day |
| 3 | No | Multiple | N | Within an agreed timescale |
| 4 | No | Any | Y | Outside of SLA. |

#### Description of tiers

Category 1A – single user affected but where a workaround exists - to be resolved within 4 working hours of being originally reported where a resolution is possible without a new code release.

Category 1B – single user affected but where no workaround exists - to be resolved within 4 working hours of being originally reported where a resolution is possible without a new code release.

Category 2 – multiple users affected but where a workaround exists; resolution from supplier within 1 working day of originally being reported where a fix is possible without a new code release.

Category 3 –multiple users affected but no workaround. The timescale will be agreed between *<Supplier>* and HRA Systems Delivery Manager, on a case by case basis, where a fix is possible without a new code release.

Category 4 – any defect that requires a code change to resolve. This will be dealt with as a service request outside of the SLA.

Development, Maintenance and 2nd / 3rd Line Application Support times

For the development, maintenance and 2nd / 3rd line application support working hours will be 9 am – 5:30 pm GMT, Normal UK working days (i.e. Monday to Friday – UK Bank Holidays do not require cover).

Software Developers will be available within standard UK times as above but non-standard hours will also be required for deployments and will be agreed in advance.

SERVICE LEVELS for Server Support

Server Support willbe delivered in liaison with the HRA’s incumbent infrastructure supplier. Access will be given to their portal on which open issues can be tracked and managed. The Supplier will be available 24-hours per day for responding to server issues thus providing the HRA with a seamless service.

Duties will include:

* + Login to each server 2 times a day (in the morning and in the evening) including holidays:
    - Check CPU loading using Infrastructure Provider’s dashboard.
    - Check disk space using Infrastructure Provider’s dashboard.
    - Check applications’ status (HARP, IRAS etc.).
    - Perform basic security audit.
  + Monitor and reply to support tickets:
    - Tickets from Infrastructure Provider are reviewed every morning. Ad-hoc replies to urgent tickets responded to during the day.
  + 24/7 on call – be available at the phone 24/7 in case urgent ticket is raised by Infrastructure Provider.

SERVICE LEVELS for Firewall

For the Infrastructure Support Service working hours will be 9am – 5:30 pm GMT, Normal UK working days (i.e. Monday to Friday – UK Bank Holidays do not require cover).

This will be delivered in liaison with the HRA’s incumbent infrastructure supplier. Access will be given to their portal on which open issues can be tracked and managed. Monthly review of the firewall rules:

* + Add/remove firewall rules.
  + Document firewall rules and set rules priority.
  + Backup firewall rules to spreadsheet.
  + Notification of any planned changes to firewall to systems Delivery Manager, with reasonable notice.
  + Monthly reporting of all planned changes and outcomes.

Service level requirements/ targets

* + 1. Availability targets and commitments:
  + In liaison with the HRA Systems Delivery Manager, there will be agreed lack of availability due to deployment and maintenance activities at dates and times that will be planned and scheduled throughout the year.
  + Systems will be available 99.99% (excluding planned down-time as agreed with the HRA Research Systems team).
  + There will be approximately 12+ releases per year and 12 periods of scheduled downtime outside working hours, no longer than 4 hours per period. Maintenance activities will be predetermined and communicated, with work being done outside of working hours: 8pm to 6am UK time.
  + The Supplier is to keep metrics to determine system availability as % of uptime and downtime and to report this to the HRA Support Services Manager.
    1. Required capacity (lower/upper limit) for the service:
  + The Supplier is to liaise with infrastructure provider on virtual and physical server capacity plus other associated requirements, to be reviewed quarterly as service review meetings.

SERVICE LEVELS FOR NON-PRODUCTION INFRASTRUCTURE

The non-production infrastructure (i.e. those elements provided directly by the Supplier (e.g. development environments, test environments, etc.)) will be available, as a minimum, 7am – 5:30 pm GMT, normal UK working days (i.e. Monday to Friday – excluding UK Bank Holidays) and at other times as necessary to facilitate the Supplier’s delivery of the service as well as software deployments and implementations on non-production or production infrastructure.

Software Quality

The Supplier is expected to undertake a level of testing that ensures that the software delivered to the HRA testing environments complies with all functional and non-functional requirements to the extent that is possible given agreed environment constraints.

The following SLAs will be applied to assess the quality of the software the Supplier delivers.

Defect Leakage

Whilst the HRA accepts that definitive testing of all aspects of a system to an extent that covers all eventualities is not possible, and therefore some defect leakage from the Supplier is to be expected, any such leakage and the remedial actions undertaken will be expected to comply with the following service levels below:

**Defect Leakage Percentage**

* General defect leakage will not exceed 15%.

This will be the number of defect identified by the HRA Test Team (excluding UAT and End to End Testing) expressed as a percentage of defects identified by the Supplier during Supplier testing[[5]](#footnote-5).

* Leakage of combined critical and serious defects will not exceed 15%.

This will be the combined number of critical and serious defects identified by the HRA Test Team (excluding UAT and end-to-end Testing) expressed as a percentage of critical and serious defects identified by the Supplier during Supplier testing.

**Regression**

Any regression defects identified during HRA testing (including UAT and end-to-end) will be considered to breach service levels.

**Recurring Defects**

* Any defects resolved in one release and then reintroduced in another will be considered a breach of SLA.

Note: This differs from regression (see above) as regression occurs when a feature (with or without a defect history) that was working correctly, becomes defective.

**Fix First Time**

* 100% of defects that are considered rectified by the Supplier will pass re-testing at the first attempt.

Additional Software Quality Service Levels

In addition to the defect leakage related Service levels, the following will also be applied:

**Delivery Configuration Integrity**

* 100% of the software releases delivered to the HRA for testing will configured correctly.

This requires that all configuration items in a release are as intended (i.e. all present and at the correct version).

**Defect Rectification Times**

* Defects fixes will be available for retesting within the timescales relating to their assigned Priority – as defined in the HRA Defect Management Procedure.

IT Security

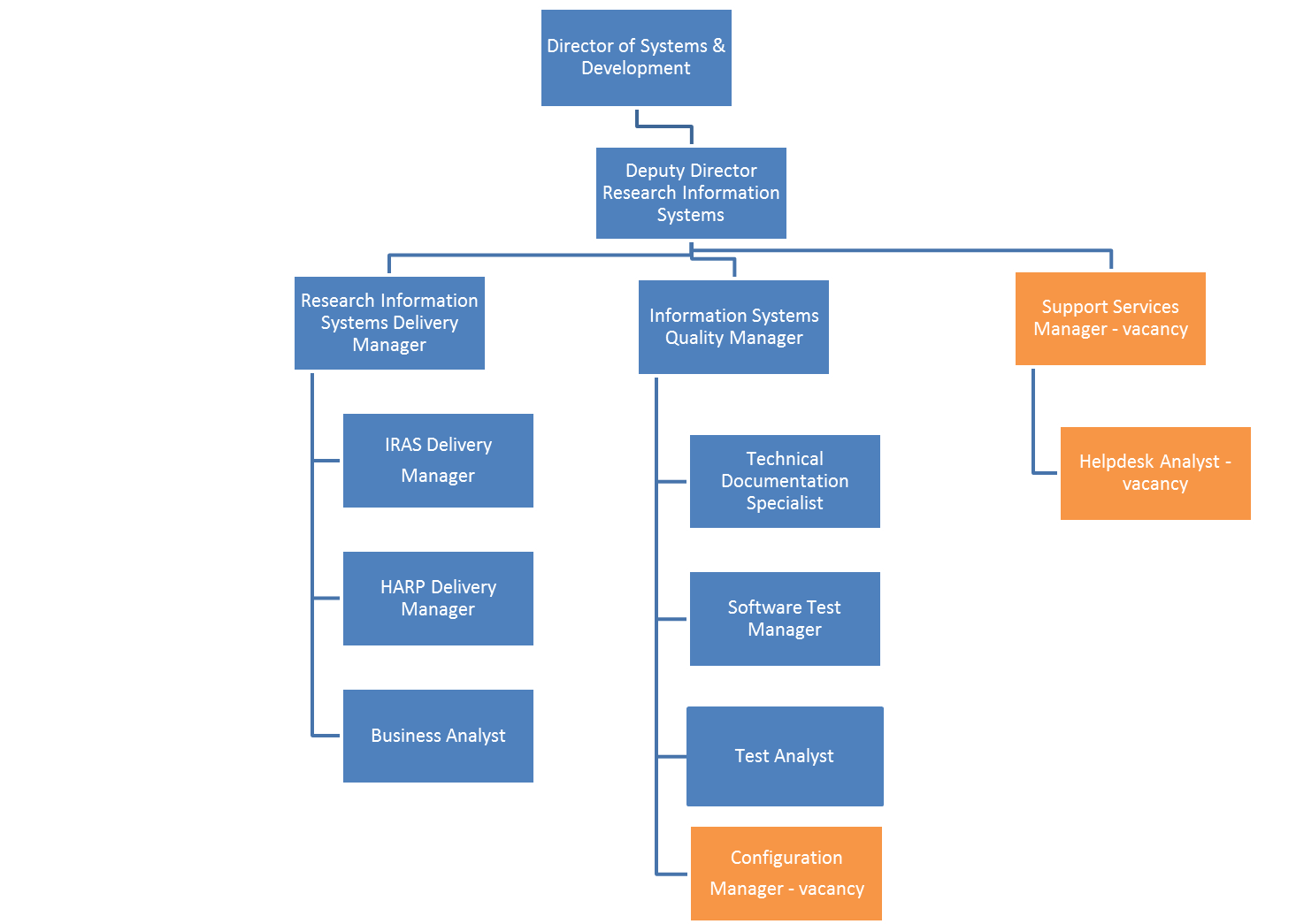
Within twenty (20) working days after the Actual Services Commencement Date, the Supplier shall prepare and submit to the HRA for approval a fully developed, complete and up-to-date security management plan which shall comply with the requirements of Schedule 3 of this Contract’s Terms and Conditions.

Business Continuity and Disaster Recovery (BC/DR)

The Supplierwill be required to implement a BC/DR solution that provides a full replica of systems within 0.5 working days. The supplier will meet with the Authority to agree timelines and an appropriate infrastructure for full recovery of live systems in the event disruption. The Authority is responsible for meeting the costs of any new infrastructure.

The Supplier will provide a detailed BC/DR plan, for approval, within 3 month of Service commencement.

Appendix C: Research Systems Organisation Chart



Appendix D: Example Help Desk reports

See Associated Documents Pack

Appendix E: Example Essential Delivery Plans FOR IRAS AND FOR HARP

See Associated Documents Pack

Appendix F: Sample Requirements Catalogue

See Associated Documents Pack



**Pricing Schedule**

## Operational Services Prices

### Table A

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  | If contract extended | |
|  |  |  | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 |
|  |  |  | £ | £ | £ | £ | £ |
|  |  |  |  |  |  |  |  |
| Systems Maintenance and availability (including migration costs in first year) | | | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 |
| Help Desk | | | 95,760 | 95,760 | 95,760 | 95,760 | 95,760 |
| Total | | | 119,760 | 119,760 | 119,760 | 119,760 | 119,760 |

|  |
| --- |
| **Please append a statement showing the methodology used to reach the above costs including a breakdown and full description of any other overheads you have included in your Prices in each year which must be consistent with this Pricing Schedule and the Contract.**  The costs for systems maintenance and availability are fixed to £2000 per month. This includes 2 hours per day of a senior system administrator at day rate £380, 24x7 automated monitoring and 24x7 on call availability.  There are no additional migration costs because BGO is the current provider.  The costs for Help Desk include the whole helpdesk infrastructure (software, hardware, VoIP telephony, e-mail accounts etc.) and a team of 1 Help Desk Manager + 3 Help Desk advisors. Helpdesk personnel calculation is based on 21 days per month. |
|  |

## Development Services Prices

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Table B |  |  |  | | | If contract extended | |
|  |  |  | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 |
|  |  |  | £ | £ | £ | £ | £ |
|  | Number of days | Rate Card \* |  |  |  |  |  |
| Development - Development Manager | 228 | 475 | 108,300 | 108,300 | 108,300 | 108,300 | 108, 300 |
| Development – Senior Developer \*\* | 912 | 425 | 387,600 | 387,600 | 290,700 | 193,800 | 193,800 |
| Development – Programmer \*\*\* | 456 | 330 | 150,480 | 150,480 | 150,480 | 150,480 | 150,480 |
| Infrastructure – Configuration Manager | 228 | 330 | 75,240 | 75,240 | 75,240 | 75,240 | 75,240 |
| Total | | | 721,620 | 721,620 | 624,720 | 527,820 | 527,820 |

\* We have applied discounts of up to 17.5% on our GCloud rates in recognition of the length of the contract. Prices are based on a working year of 228 days per person.

\*\* 4 Senior developers x 228 days = 912 during the years 1 and 2. Reducing to 3 Senior Developers x 228 = 684 days in year 3, and then 2 Senior Developers x 228 days = 456 days in years 4 and 5.

\*\*\* 2 Programmers x 228 days = 456.

## 

## C: Resource Rate Card

|  |  |
| --- | --- |
| **C: RESOURCE RATE CARD** | |
|  | **DAILY**  **RATE £** |
| **Role** |
| Development Manager | 475 |
| Senior Developer | 425 |
| Programmer | 330 |
| Configuration Manager | 330 |
| System Administrator | 380 |
| Helpdesk Manager | 110 |
| Helpdesk Advisor | 90 |
| **Optional Roles** | |
| Technical Writer | 200 |
| Automation QA | 300 |

We provide pricing for optional roles available on demand which we think that can bring value

to the services.

## D: Role Descriptions

|  |  |
| --- | --- |
| **D: ROLE DESCRIPTIONS** | |
| **Role** | **Description** |
| Development Manager | Duties:   * Software development and testing * Technical consultancy in assistance of the HRA Staff such as identification of technical enhancements and help HRA Staff with production of specifications * Teams, tasks and capacity management * Staff training * Specifications refinement and technical translation * New features, subsystems and infrastructure architecture * Project management from BGO side * JIRA maintenance and processes design * Technical documentation enhancements * 2nd and 3rd line support in case of an emergency   Skills:   * Software developer and architect with more than 10 years experience in Microsoft technologies and web based software. * PRINCE2 certified * Microsoft Certified Application Developer * Strong understanding of software development lifecycle, deployment, maintenance and security * People management skills * HRA HARP lead developer and designer of the original HARP architecture and processes engine * Software architect of the GFI * More than 5 years experience in clinical research software and clinical trial review processes and HRA Systems (IRAS, HARP and GFI) * Excellent written and spoken English * Specific knowledge in: Microsoft Windows Server 2005 to 2012; Microsoft IIS; Microsoft SQL Server 2005 to 2012; Microsoft Transact SQL (T-SQL); Microsoft ASP.NET (VB.NET); Microsoft ASP.NET (C#); Microsoft MVC Web API; Microsoft Windows Forms; Microsoft Windows Services; ADO.Net; Microsoft Entity Framework 4; Telerik AJAX controls; HTML; XML; Twitter Bootstrap Library; JavaScript; JQuery |
| Senior Developer | Duties:   * Software development and testing * Technical consultancy in assistance of the HRA Staff * Specifications refinement and technical translation (if needed) * Help with team capacity management * Development tasks distribution * Code reviews * Staff training   Skills:   * Software developers with more than 8 years experience in Microsoft technologies * Microsoft Certified Application Developer * More than 3 years experience in clinical research software and clinical trial review processes and HRA Systems (IRAS,HARP and GFI) * HARP Senior Developer, part of the development team written HARP from scratch * Excellent written and spoken English * Specific knowledge in: Microsoft Windows Server 2005 to 2012; Microsoft IIS; Microsoft SQL Server 2005 to 2012; Microsoft Transact SQL (T-SQL); Microsoft ASP.NET (VB.NET) or Microsoft ASP.NET (C#); Microsoft MVC Web API; Microsoft Windows Forms; Microsoft Windows Services; ADO.Net or Microsoft Entity Framework 4; HTML; XML; SOAP XML based services; Twitter Bootstrap Library or Telerik AJAX controls; JavaScript; JQuery |
| Programmer | Duties:   * Software development and testing * Debugging, Performance optimization and Bug fixes * Provide 2nd line support   Skills:   * Software developers with more than 5 years experience in Microsoft .Net, Microsoft SQL Server * Microsoft Certified Professional * More than 1 year experience in clinical research software and clinical trial review processes and HRA Systems (IRAS, HARP and GFI) * Excellent written and spoken English * Specific knowledge in the following technologies: Microsoft Windows Server; Microsoft IIS; Microsoft SQL Server; Microsoft Transact SQL (T-SQL); Microsoft ASP.NET (VB.NET) or Microsoft ASP.NET (C#); Microsoft MVC Web API; Microsoft Windows Forms; Microsoft Windows Services; ADO.Net or Microsoft Entity Framework 4; HTML; XML; Twitter Bootstrap Library or Telerik AJAX controls; JavaScript; JQuery |
| Configuration Manager | Duties:   * Develop and maintain automated builds infrastructure * Testing environments provision and management: deployment, configurations, backups, new environments setup etc. * SQL Server support: databases backups, restore, configurations, monitoring * Limited software development and testing * Microsoft Team Foundation Server (TFS) configuration, setup and support * Microsoft Build Server configuration, setup and support   Skills:   * Software developer with more than 5 years experience in Microsoft technologies with a good level of systems administration and DBA knowledge * Excellent written and spoken English * Windows Server administration * Microsoft SQL Server administration * Microsoft Team Foundation Server (TFS) * Microsoft TFS Build Server * Continuous integration * We based applications source control, branching and deployment |
| System Administrator | Duties:   * Daily monitoring of the servers and HRA web systems infrastructure (both at application and OS level) * 24x7 on call for emergency issues handling * Management of the tickets raised by the hosting provider (Rackspace) and maintain day-to-day relationship with the hosting provider support * 2 hours per day dedicated to HRA infrastructure * Provide 3rd line support   Skills:   * System and network administrator with more than 8 years experience * VMWare and CCNA certified * Windows Server 2005-2012 administration and monitoring * Microsoft SQL Server 2005-2012 administration and monitoring * TCP/IP networks configurations and monitoring * Microsoft IIS configuration and monitoring * Firewalls management * VMWare ESXi management and support * Automated monitoring systems configuration and support (Zabbix, Nagios) |
| Helpdesk Manager | Duties:   * Manage Helpdesk personnel and helpdesk schedule * Provide training to new personnel * Produce reports for HRA management * Provide 1st line support service answering phone calls and e-mails * Process support tickets on daily basis according to the SLAs * Perform manual software testing (QA)   Skills:   * Helpdesk manager with more than 4 years of helpdesk support of Clinical Trials review and approval systems including HRA Systems IRAS and HARP and HRA legacy systems * Excellent written and spoken English * Strong IT knowledge * Strong problem solving and analysis skills * People management skills * Project management software (JIRA) skills * Pending ITIL certification |
| Helpdesk Advisor | Duties:   * Provide 1st line support service answering phone calls and e-mails * Produce reports if directed by Helpdesk manager * Process support tickets on daily basis according to the SLAs * Perform manual software testing (QA)   Skills:   * Helpdesk advisors with more than 1 year of helpdesk support of Clinical Trials review and approval systems including HRA Systems IRAS and HARP * Excellent written and spoken English * Strong IT knowledge * Strong problem solving and analysis skills * Project management software (JIRA) skills |
| **Optional Roles** | |
| Technical Writer | Duties:   * Write technical specifications for system features * Maintain existing systems documentation including systems architecture diagrams, environments diagrams, API manuals etc. * Maintain SQL Databases structure documentation * Maintain and produce process documents such as deployment checklists, rollback plans, recovery plans etc. * Maintain and improve reporting templates: systems uptime report, helpdesk report etc.   Skills:   * At least 5 years experience in technical documentation * Excellent written and spoken English * ITIL certification and processes understanding * Strong IT knowledge – operating systems, relational databases, web applications architecture |
| Automation QA | Duties:   * Create test plans * Develop and maintain automated tests of common system flows and specific tests for new features * Develop ad hoc stress tests * Develop ad hoc security tests * Integrate and maintain automated tests into the build server for smoke and regression tests * Develop unit tests for systems APIs   Skills:   * At least 5 years experience in automation QA process * ISTQB certified * Experience with JIRA * Technologies: Selenium WebDriver and IDE, SQL, operating systems, XML, XSLT, C# or JavaScript, HTTP protocol * Excellent written and spoken English |

## Summary of total prices for operational and development services

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **E: TOTAL PRICE FOR THE OPERATIONAL SERVICES AND THE DEVELOPMENT SERVICES** | | | | | |
|  | **£** | | | | |
|  | Year 1  (1 April 2016 to 31 March 2017) | Year 2  (1 April 2017 to 31 March 2018) | Year 3  (1 April 2018 to 31 March 2019) | Year 4  (1 April 2019 to 31 March 2020) | Year 5  (1 April 2020 to 31 March 2021) |
| Operational Services Charges (Fixed) From table A above | 119,760 | 119,760 | 119,760 | 119,760 | 119,760 |
| Development Services Charges From table B above | 721,620 | 721,620 | 624,720 | 527,820 | 527,820 |
| **Annual Total**  **Total Price for the Operational Services and the Development Services (“Tender Evaluation Price”):**  **£ 3,722,400** | 841,380 | 841,380 | 744,480 | 647,580 | 647,580 |
| |  | | --- | | **Important Note:**  **The total Price entered here is the Evaluation Price (EP) that will be used to assess the price as part of the evaluation process. This is also the price that should be entered into BMS when returning Tender Responses.** | | | | | | |



**Staff transfer**

The optional parts of this Schedule 7 below shall only apply to this Contract where such parts have been checked.

**Part A**  **No staff transfer to the Supplier under TUPE (only applicable to the Contract if this box is checked)**

* 1. The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
  2. If any person who is an employee of the Authority or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a subcontractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
     1. the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
     2. the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;
     3. if such offer of employment is accepted, the Supplier or a subcontractor shall immediately release the person from their employment;
     4. if after that period specified in Clause 1.2.2 of Part A of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or subcontractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the provisions of Part D of this Schedule 7.



## Change control principles and procedure

1. Principles
   1. Where the Authority or the Contractor, during the implementation of the Contract, see the need for *change* the Authority may at any time request, and the Contractor may at any time recommend, such change and propose an amendment to the Contract in accordance with the formal change control procedure (CCP) as set out in Section 2 below.
   2. Neither the Authority nor the Contractor shall unreasonably withhold its agreement to any change.
   3. Unless the Authority and the Contractor otherwise agree in writing there shall be no presumption that the obligations undertaken by either party in connection with the Contract are in any way changed until an amendment to the Contract has been effected in accordance with the CCP.
   4. No amendments to the Contract shall be valid unless they have been agreed in writing on behalf of the Authority and the Contractor by or on behalf of their respective Authorised Officers.
2. Procedures
   1. The Authority and the Contractor shall discuss changes proposed by either party and such discussion shall result in :
      1. agreement not to proceed further; or
      2. in a written request for a change by the Authority; or
      3. a recommendation for a change by the Contractor.
   2. Where a written request for change is received from the Authority, the Contractor shall, unless otherwise agreed, submit a change control note (CCN) to the Authority within a reasonable time (agreed between the parties at the time).
   3. A recommendation for a change by the Contractor shall be submitted as a CCN direct to the Authority at the same time as such recommendation.
   4. Each CCN shall contain:
      1. the title of the change;
      2. the originator and the date of the request or recommendation for the change;
      3. the reason for the change;
      4. full details of the change including any specifications and user facilities;
      5. the price, if any, of the change;
      6. a schedule of payments, if appropriate;
      7. the impact, if any, of the change on other aspects of the Contract including but not limited to:
         1. milestones;
         2. the timetable contained in schedule E;
         3. the Implementation Plan;
         4. the Contract Price / Contract Charges;
         5. the overall payment schedule contained in schedule G;
         6. the Contractor Undertakings;
         7. the Deliverables;
         8. resources;
         9. performance issues;
         10. Contractual issues;
         11. the date of expiry of the CCN;
         12. provision for signature by the Authority and the Contractor.
   5. For each CCN submitted the Authority shall, within the period of validity of the CCN:
      1. allocate a sequential number to the CCN;
      2. evaluate the CCN and as appropriate either:
         1. request further information; or
         2. approve the CCN; or
         3. notify the Contractor of rejection of the CCN;
      3. arrange for two (2) copies of an approved CCN to be signed on behalf of the Authority and the Contractor, one copy signed by both parties to be provided to the Contractor, the other copy to be retained by the Authority.
   6. Receipt by the Contractor of a copy of any CCN signed by both the Authority and the Contractor shall advise the Contractor of the acceptance of such CCN and shall constitute a formal amendment to the Contract.
   7. Submission of partially complete CCN.
      1. In the event that, having received a written request for a change from the Authority and the requested change is for a variation of the System, the Contractor cannot complete a CCN without information obtained from further investigations into the viability of such variation or from testing its impact on the System and / or without incurring significance costs in obtaining such information, it may submit a partially complete CCN.
      2. a partially complete CCN shall contain, as far as it is available, the information specified in section 2.4 and, in addition, the Contractor shall submit details of such investigations and testing as may be required to obtain information necessary to complete the CCN with the costs, if any, associated therewith.
      3. For each partially complete CCN submitted to it, the Authority shall, within a period agreed at the time:
         1. allocate a sequential number to the CCN; and
         2. evaluate the CCN and as appropriate either:
            1. request further information or modification of details of the CCN or any other information submitted; or
            2. give approval for the Contractor to complete the CCN by undertaking the investigation and / or testing specified in relation to it; or
            3. notify the Contractor of rejection of the CCN.
   8. If the change control procedure does not result in agreement to a requested variation, whether due to rejection of such a request by one party or non-acceptance by the Authority of a response or a lack of response to such a request, the parties shall seek agreement through the escalation procedure below before recourse to any other resolution.

1. There will indirect management as per 6.8 [↑](#footnote-ref-1)
2. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-2)
3. This restoration requirement has yet to be fully agreed with the business and therefore should be treated as indicative. [↑](#footnote-ref-3)
4. This restoration requirement has yet to be fully agreed with the business and therefore should be treated as indicative. [↑](#footnote-ref-4)
5. As specified in paragraph 10.13 of Section C of this document, the Supplier’s test records will be made available on request and are auditable by the HRA. [↑](#footnote-ref-5)