

# 1. Server and infrastructure maintenance framework 2019-2022



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## Scottish Procurement

### Server and Infrastructure Maintenance Framework

Framework Ref: SP-19-001

### Buyer's Guide

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## 1. Foreword and acknowledgements

Scottish Procurement aims to deliver benefits to the people of Scotland through improved value for money for taxpayers, improved goods and services for all our citizens and economic opportunities for Scotland. This is achievable through effective collaboration throughout the procurement cycle.

Scottish Procurement would like to acknowledge the work, support and contribution from all sector representatives. Their input has helped to shape the direction of the project to a successful outcome.

## 2. Introduction

This guide aims to assist public sector bodies in selecting the most cost effective server maintenance services to suit their individual requirements. This document is designed to guide organisations through the ordering process and provide organisations with peace of mind regarding the services purchased through this framework agreement.

## Scottish Procurement point of contact

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## Knowledge Hub access

Framework documentation can be accessed from the secure stakeholder group 'Procurement Information Network' within [Knowledge Hub](#).

## 3. Framework overview

The framework duration is for an initial two year period with two optional 12 month extensions. The current duration is from 02 August 2019 to 01 August 2022.

Buyers are reminded of the obligations contained in the [Procurement Reform \(Scotland\) Act 2014](#) in relation to the award of contracts valued equal to or greater than £50,000 including those awarded as a result of a framework call-off/mini competition.

In particular, Buyers should note that in accordance with [Section 23\(2\)](#) the award of contracts must be publicised on the Public Contracts Scotland website and in accordance with [Section 35](#) contracts must be registered in the contracting authority's "contracts register".

## Framework scope

The framework service provider is capable of delivering consistently high-levels of service on a cost-effective and best value basis irrespective of geographic location. This framework agreement will provide server maintenance services which meet the current and future needs of the Scottish public sector.

The equipment to be maintained may be in or out of warranty, or classed as end of life by the manufacturer.

Delivery will be to key deliverables and service outputs at the outset of the contract call off.

The Server and Infrastructure Maintenance Framework will provide a range of services including but not limited to:

### Core services

- All server types including blade; rack and tower options. Server Maintenance will include all internal server components, that is, processor, memory, hard-drives and any internal cards.
- Local area network (LAN) switches: maintenance services appropriate to switch hardware only. (Associated cables and adaptors are not to be included).
- Tape drives and tape libraries: maintenance services for peripheral devices attached directly to server or LAN.
- Keyboard video monitor switch (KVM): hardware maintenance only.
- Network attached storage (NAS) devices: hardware maintenance only. (Configuration, disk partitioning and backup facilities are not to be included).
- Storage area network (SAN): maintenance services for hardware only including individual disk or shelf replacement. (Configuration, disk partitioning and backup facilities are not to be included).
- PBX equipment and video conferencing equipment.

### Out of scope

For the avoidance of doubt, the following service is **not** in scope and cannot be offered under this framework agreement:

- IT desktop maintenance

### Optional services

- Operating system: (including Windows, Unix, Linux and Solaris) - Maintenance service relates to the operational readiness and security of the system which includes operating system re-installation and application of security patches and service releases.

- Firmware: maintenance services relating to installation of firmware for server components, LAN Switches and applicable peripheral devices. (SAN firmware is not to be included).
- Equipment moves: this will include internal moves within current location and/or external moves to another location.

### **Framework service provider**

This is a single supplier framework agreement with one framework service provider:

- Park Place Technologies Ltd

Organisations looking for further information from Park Place Technologies Ltd should use the contact information detailed here:

#### **Park Place Technologies Ltd**

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### **Framework benefits**

The benefits for public bodies using the framework are:

- Reduces duplication of procurement activity across the Scottish public sector.
- Easy to use single supplier framework allowing organisations to call off directly with no need for a mini competition.
- Standardised approach to terms and conditions.
- Will meet organisations identified on-going server maintenance demands.
- Will reduce duplication in effort by stakeholders with server maintenance requirements.
- Leverage of server maintenance demand via a collaborative framework in a specialist IT service area.
- Clear route to market for all Scottish public sector organisations.
- Call off contract with no requirement for mini competitions.
- Standardised framework terms and conditions.
- Centralised framework administration and management.
- Opportunity to maximise savings and performance benefits through creation of economies of scale for framework supplier.
- Over a four year period the expenditure through the framework is expected to be £2 to £5 million with potential savings of between £400K to £1 million.

- This award follows a comprehensive tender exercise, under EU public procurement regulations, and provides an easy route to market for contracting organisations.

### **Framework sustainable benefits**

As part of the framework agreement, the supplier has committed to the following environmental, social and fair work benefits:

- Regular policy reviews to ensure pay policy is above the living wage UK and London. Also ensure apprentices are remunerated above the recommended salary bands for apprentices.
- Employees are employed on a standard Contract of Employment which states their hours of work. Zero hours contracts are not used.
- Implemented a modern apprentice scheme, providing training and skills to support the development of, and build capacity in, the local community and create lasting employment opportunities.
- Proactive in providing work experience placements and regularly host students from local schools in this capacity.
- Ensure company's business operations, and that of any supply chain partners, support the Greener Scotland strategic objectives.
- Comply with both current and proposed legislation (WEEE and RoHS Directives). Redundant and surplus electrical equipment is disposed of through authorised channels. No electrical equipment is disposed of using general waste landfill sites. Where possible, efforts are made to dispose of IT equipment through charitable organisations where the equipment can be reused.
- Vehicles used by field engineers are the most fuel efficient in their class. Additionally, further fuel saving initiatives are also encouraged, including car-sharing, cycle to work schemes and the use of public transport.
- As an authorised service delivery provider for a number of hardware manufacturers, the technical skills of all delivery and support teams are consistently retained at current product support capability. To achieve this, all engineers are allocated approximately 20 days per annum for technical training.

Customers may also wish to actively consider sustainability issues as part of the direct award/mini competition process.

## **4. Supplementary information**

There is one compliant route to procure under the framework agreement. Contracting authorities can access the framework agreement by a direct award. The Standard Terms of Supply (schedule 5) must be used when drawing up the contract.

Full details on buying from a framework are detailed in [SPPN 5 2010](#)

## Direct award

Where a framework public body elects to source server maintenance under this framework agreement a direct award can be placed for those Services in accordance with the procedures described in schedule 3 (ordering procedures) and this buyer's guide. The call-off contract is formed using the Standard Terms of Supply (schedule 5) template.

We have also provided a requirements template (available on the Scottish Procurement secure Knowledge Hub site) to assist in capturing the necessary details to place the order and draw up the contract, although contracting authorities are free to develop their own documents for use in the Standard Terms of Supply.

The framework public body will develop a specification to include a detailed kit list and complete the requirements template providing the information necessary to enable the framework service provider to respond. This information must be provided to the framework service provider in order to obtain a quotation for the required services. The framework public body will be required to produce a written specification for issue to the framework service provider outlining the key elements of the required services.

The documentation for each direct call off will contain the following information:

- Date and time for return of quotation
- Framework public body contact details
- Proposed contract commencement date
- Proposed duration or end date
- Location (premises) for the delivery and performance of the required services
- Written specification to include a detailed kit list, details of the services to be provided including any additional optional services, for example, operational system support
- Required service levels, resolution times, KPI performance measures and service level credits
- Any variations to schedule 5 Standard Terms of Supply invoicing and insurance level

Call-off documentation may also provide further information and details of proposed changes to schedules contained within the Standard terms of Supply.

This requirements template alone cannot be used to place an order but should be used in conjunction with the Standard Terms of Supply (schedule 5) template in drawing up a contract. The framework public body will invite the framework service provider to quote for the required services by issuing the requirements template and their specification. This may be carried out using the Public Contracts Scotland – Tender system.

The framework public body will set a time limit for the receipt of the quotation, taking into account the complexity of the requirements, and keep the response received confidential until the expiry of the time limit.

The framework public body will evaluate the response and quotation submitted by the framework service provider. The framework public body will not be obliged to award any call-off contract.

The framework public body should provide details of any dedicated contractor staff (for example, any dedicated on-site engineers) provided under their current server maintenance arrangement that could be subject to TUPE upon transfer of their services. Consideration will have to be given to clause 24 '24. Staff transfer at commencement' and 26 'Staff transfer on expiry or termination'. The framework public body will have to decide whether or not TUPE will apply upon commencement and expiration / termination of the call-off agreement.

## **Order form**

There may be occasions when an order form could be used as an alternative to completing the entire schedule 5 document for contracts of £100,000 and under. If you have any questions please contact the authority framework manager.

For further full details of the ordering procedures, please refer to section 3 of schedule 3 'ordering procedures'.

## **5. Frequently asked questions**

### **Framework agreement**

#### **1. What is a framework agreement?**

A framework agreement is a general term for agreements which can be with either single or multiple contractors that set out the terms and conditions under which specific purchases (call-offs) can be made throughout the framework duration.

Scottish Procurement has entered into this framework agreement with the service provider to ensure organisations may obtain value for money in their purchasing whilst being assured that their procurement is compliant with EU procurement regulations.

In establishing this framework agreement, Scottish Procurement carried out a competition in accordance with EU procurement regulations.

Using a framework agreement saves time and money for organisations and ensures that the terms and conditions of their contract with the service provider are robust and follow best practice.

Under the framework agreement and in accordance with EU procurement regulations, organisations can purchase server maintenance services through a direct buy.

2. Who can use the framework?

It is the responsibility of any buying organisation wishing to use the framework agreement to satisfy itself that it is eligible to do so. Entitlement can be established from the terms of the Official Journal of the European Union (OJEU) advert (OJEU reference number: 200424-2019 . Section I.4 of the advert refer;).

The framework agreement will be available for use by the Scottish Ministers (including agencies), Scottish Non-Departmental Public Bodies, offices in the Scottish administration which are not ministerial offices, cross- border public authorities within the meaning of section 88(5) of the Scotland Act 1998, the Scotland Office, the Scottish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, Scottish Fire and Rescue Service, the Scottish Police Authority, Scottish health boards or special health boards, all NHS Scotland, The Integrated Joint Boards established further to the Public Bodies (Joint Working) Act 2014, bodies registered as social landlords under the Housing (Scotland) Act 2001, Student Loans Company Limited, the Forestry Commission, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, Equality and Human Rights Commission, Business Stream Ltd, the Business Gateway National Unit at the Convention of Scottish Local Authorities, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing. In addition to the contracting authorities listed, the framework agreement will be available to charities entered on the Scottish Charity Register and voluntary organisations entered on the membership database of the Scottish Council for Voluntary Organisations.

Guidance on this can be found in annex A of [Scottish Government Guidance on Framework Agreements](#). If there is any doubt, legal advice should be sought.

3. Are the framework terms and conditions subject to scots law?

Yes.

4. Are framework agreement details distributed to individual organisations?

Scottish Procurement will disseminate relevant information concerning the framework via sectoral Centres of Expertise, who then cascade to their stakeholders. Framework terms can be accessed via the secure Scottish Procurement Knowledge Hub or via your sector representative.

5. How will my contract be formed?

Your contract will be based on the Standard Terms of Supply (schedule 5), which have been constructed by Scottish Procurement and which forms part of the framework agreement between Scottish Procurement and the service provider on the framework. This will be amended to reflect the individual customer organisation, reference numbers, dates, etc. Specific requirements or variations will be recorded in the supporting schedules, which may include details captured in the requirements template (see section 4 – supplementary information). It will constitute the entire agreement between you and the service provider relating to the services ordered.

6. What about data protection?

Both you and the service provider are obliged to duly observe all your obligations under the Data Protection Regulations which arise in connection with the contract. Under the contract, both you and the service provider are asked to take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purposes of the contract by your employees, agents or sub-contractors.

7. What if I want to amend a contract?

If you or the service provider wishes to amend the contract, such amendments must be agreed between you both and formally amended in accordance with the Change Control procedures. The contract may be amended only by the written agreement of both parties. Accordingly, the service provider may not unilaterally amend the contract.

Care should be taken when considering amendments to the contract that any amendment would not substantially alter the terms and conditions to such an extent that it could be alleged that the contract is no longer conformant with the framework agreement and therefore not compliant with EU Directives. A change template is available on the Knowledge Hub site for customers to use in conjunction with the framework.

### **Service and management provisions**

8. Can we dictate what services we can purchase from the service provider?

Organisations can only select the services that are in scope for this framework.

9. Can we see the full specification for the service?

Yes. The specification and service levels schedule is available. Both of these can be accessed via the Scottish Procurement Knowledge Hub site or your sector representative.

10. What are the contract management provisions?

The framework will be managed overall by Scottish Procurement, who will be responsible for regular contractor review meetings covering escalated issues, key performance indicators (KPIs), benchmarking and innovation. Organisations will be required to manage the day-to-day operational aspects of their contract with their service provider. Please see schedule 4 – management arrangements. This can be accessed via the Scottish Procurement Knowledge Hub or via your sector representative.

11. Is there a process for providing feedback back into Scottish Procurement on issues and the service provider's performance?

Scottish Procurement is committed to managing, monitoring and developing service provider performance and understanding whether our contracts are delivering and meeting the needs of our customers and customer feedback is an essential part of the process. It is proposed that a balance scorecard will be utilised to monitor performance. Feedback and escalation processes will support the framework and robust management information from all service providers will cover several performance measures.

12. Will a copy of the service provider's catalogue be available?

Yes - it will be available from Scottish Procurement's secure Knowledge Hub site.

[Knowledge Hub](#)

13. Will management information be provided by the service provider as part of the framework?

Yes, management information will be provided by the service provider throughout the lifetime of the agreement. Management information will be provided to both the contracting organisation and Scottish Procurement on a monthly or quarterly basis as specified.

14. Are there performance related criteria in the new framework?

As part of the overarching terms and conditions target key performance indicators (KPI) have been agreed. Organisations can also supplement these KPIs if required.

## **Award process**

15. My current contractor is not on the framework; can I to invite them to bid?

No. If you decide to use a single supplier framework only the service provider on the framework can provide the services.

16. Do I need to run a mini competition?

No, direct award is the only option available through the framework. The customer organisation can simply place an order to the successful service provider as per the instructions outlined in the ordering procedures and order form (see section 4 – supplementary information) and in line with the Standard Terms of Supply (schedule 5).

## **Pricing and invoicing arrangements**

17. How long is pricing held for and is there anything else I should know about pricing?

The framework prices can be found in the contractor's catalogue and also in schedule 2 – pricing schedule.

18. I am a small organisation can I still benefit from these rates?

Yes, the service providers published framework pricing is available to all organisations regardless of size. The prices provided are the maximum price any customer organisation using the framework agreement would expect to pay when making a call-off from this agreement.

19. How can I easily compare the rates on this framework with what I am currently paying?

Pricing information can also be accessed within schedule 2 – pricing schedule.

20. What are the invoicing arrangements?

You need to be absolutely clear about what you expect your payment profile to look like up front and write this into the agreement between yourselves and the service provider. There is a term within schedule 5 that enables you to vary the invoicing frequency rendered by the service provider and this will help you to tailor your payment profile to your specific requirements.

Service providers have been asked to provide invoicing and payment via purchasing card (if required) and you must pay all sums due to the service provider within 30 days of receipt of a valid invoice.

Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**Further details can be found within schedule 5, Standard Terms of Supply, section 12, payment and invoicing.**

