

ICT SERVICES AGREEMENT SCHEDULES

SCHEDULE 4.1

CONTRACTOR SOLUTION

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Section A
Product Description

1. PRODUCT TITLE

ICT Services Agreement - Schedule 4.1 (Contractor Solution).

2. PURPOSE OF PRODUCT

The Contractor Solution should reflect the Services Description and should be subordinate to it (see clause 1.5 of the Agreement).

3. COMPOSITION

The schedule will list the technical components that the Contractor proposes to use to deliver the Service. It is the "how" whereas the Services Description is the "what".

4. DERIVATION

Bidder's proposal.

5. RELATED CLAUSES & SCHEDULES

Clauses: 1.5.4 (Order of Precedence)

Guidance to clause 3 (Implementation Plan)

Guidance to clause 4 (Testing)

Guidance to section G (Intellectual Property, Data And Confidentiality) of the Agreement

Guidance to clause 44.2.2 (General Obligations)

Schedules: Schedule 2.1 (Services Description)

Schedule 7.1 (Charges)

6. ALLOCATION

- The bidders should propose an indicative Contractor Solution as part of their response to the Authority's descriptive document during the dialogue phase. The bidders should then

issue a finalised Contractor Solution as part of their response to the ITT. The Authority needs to review the Contractor Solution carefully as it needs to be confident that the bidder's solution is capable of delivering the Services in accordance with the Services Description.

- The Contractor Solution is part of the Agreement documentation but will not prevail over the Services Description (see Section B)

7. QUALITY/REVIEW

- Authority to review bidders' proposals.
- Authority expertise: technical, commercial and legal.

Section B

Guidance

1. INTRODUCTION

- 1.1 The Contractor Solution is the Contractor's proposal for how they will deliver the Services. The level of detail required in the Contractor Solution should be such that an independent third party would be able to make an assessment as to whether the proposed solution would meet the requirements on a proof of concept basis.
- 1.2 Inclusion of the Contractor Solution in the agreement will provide a useful reference point for defining the implementation test criteria. It will also track the extent to which the Contractor solution has been implemented and (as implemented) meets the requirements.
- 1.3 The Contractor Solution should be reflected in the agreement as it is important to establish a baseline technical position over which the Authority requires change control even if formal and full application of the change control process is only required exceptionally (that is the control is exercised more through simple notification and approval). This requirement may extend to the Contractor Solution including not only the technical elements of the system but also the underlying processes. This will help to ensure that process changes that may lead to an improved service are properly controlled and implemented, as is appropriate, through the continuous improvement (and/or change control) process rather than implemented by the Contractor without any need for notification.
- 1.4 It is important that the contractual treatment of the Contractor Solution is in line with the following principles:
 - It must be made clear that if there is any conflict between a binding provision of the Contractor Solution and the Services Description, then the provisions in the Services Description shall always prevail.
 - The Authority must not accept any transfer from the Contractor to the Authority of performance risk by confirming in any way that it is satisfied that the Contractor Solution will meet its requirements in the Service Description.

- 1.5 In inviting final tenders, the Authority needs to give some thought to how it wants the Contractor Solution to be presented so that those evaluating proposals can map the Contractor Solution onto the Services Description. It is important that in considering input from the bidders during the competitive dialogue procedure the Authority is mindful not to introduce elements of the "how" inappropriately into schedule 2.1 (Services Description). Similarly, to do so could introduce a risk of the Authority breaching its obligations under the procurement rules not to favour one bidder over another in the way that the final Services Description is drafted.

Section C

Pro-forma/Example Schedule

Contractor Solution

[Guidance: the Authority should consider carefully how to incorporate the Contractor Solution in the light of the guidance set out in Section B of the schedule and if not clear should seek advice. No rigid example is given here because the approach is likely to differ for each Agreement. Some suggested approaches are included by way of example below:

1. *If the Authority has clearly set out each of its requirements in the ITT documentation the Contractor Solution might be included by way of question and response, for example:*

"3.1 Creation and Maintenance of a Charging Database

[information to be added to detail how the Contractor will fulfil requirement 3.1]"

2. *Append the Contractor's Contractor Solution to the schedule in its entirety.*
3. *Append only those elements of the Contractor Solution which the Authority requires to be binding on the Contractor.*

The Authority should ensure that parts of the Contractor Solution do not expressly state or allude to the Authority being responsible for certain elements of the Contractor Solution. If the parties have agreed that parts of the Contractor Solution should create obligations on the Authority, these obligations should be clearly identified as such in this schedule and/or be recorded in schedule 3 (Authority Responsibilities).]