



## **Part 2 Specification**

**Contract Reference**

**TCOS3118**

**Contract Title**

**Health and Safety Management System**

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# 1. Overall Scope and Nature of the Requirement

- 1.1 The Authority is looking to procure a new hosted Health and Safety Management System, encompassing the following key components:
  - Accidents and Incident Management; Risk and Risk Assessments;
  - Audit/Inspection; and
  - Training and Competencies.
- 1.2 The system will enable the Authority to demonstrate compliance with principles of HSG 65 (Managing for Health and Safety) and will provide the foundations for embedding a positive Health and Safety Culture within Torbay Council.
- 1.3 The system must be an established externally hosted software solution.
- 1.4 The system will be used by the Authority, Maintained Schools and may be used by Authority subsidiary companies and Authority shared services.
- 1.5 The maximum Budget for this contract is £165,000. This is to include the initial set up cost and all annual fees, including Licensing, Support and Hosting for a maximum period of 10 years. It is anticipated that there will be ongoing licencing, hosting and support following the above period.

## 2. Mandatory Requirements

- 2.1 The system must include the following key components:
- Incident Management;
  - Risk Assessments;
  - Audit/Inspection; and
  - Training.
- 2.2 The Authority requires that the system must be:
- (a) Fully developed;
  - (b) A web-based software application;
  - (c) Fully operational and currently used in a live environment;
  - (d) Hosted; and
  - (e) Kept fully functional with all supported versions of third party components, systems etc., for example databases, operating systems including mobile devices, report tools, browsers or any other products.
- 2.3 The cost of the 10 year (maximum period) Contract to run this system for the Authority must be £165,000 or less. This is to include the initial set up cost and all annual fees, including Licensing, Support and Hosting for a period of 10 years.  
**Please Note:** Where the Applicant's proposed submitted price exceeds this figure (the maximum total budget available), the Applicant will be deemed to have failed the process in its entirety and their bid will not be evaluated further.
- 2.4 The system must have the ability to accept information regarding Starters, Leavers and Changes to Employment.
- 2.5 The system must contain a full audit of all activity and provide a management information reporting interface.
- 2.6 The system must be secure in the way it has been designed, developed and deployed and:
- It must contain parameters which can be set to enforce timeouts;
  - It must have Single Sign on functionality;
  - Applicants must provide up-to-date documentation from the latest annual Application Penetration Testing undertaken by a reputable security vendor and provide evidence that any high priority items have been addressed. If this is not

immediately available the Supplier must guarantee that this will be in place by the time the Contract is signed;

- Applicants must have general security procedures in place. These should include adherence to recognised standards (e.g. ISO/IEC 27001), equipment audits by a reputable third party (details of audits to be made available on request);
- All personal data must be supplied using https (minimum level TLS 1.2);
- The Solution must ensure that all data is encrypted in transit; and
- The Solution must be capable of supporting a secure connection mechanism from the Authority's network to the hosted System.
- Access to the Authority's dataset must be limited to the Authority and approved personnel from the Supplier; and
- Applicants must have technical and procedural security measures in place to prevent:
  - Unauthorised or unlawful processing of personal data;
  - Accidental loss or destruction of or damage to personal data.

- 2.7 The Authority's data must not be transferred to or held in a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. The successful Applicant will be required to comply with any changes in data protection legislation put in place post Brexit.
- 2.8 Applicants must ensure that the Solution is fully compliant with GDPR (General Data Protection Regulation), including deletion en-masse according to the appropriate retention schedules.
- 2.9 Applicants must have appropriate Disaster Recovery / Business Continuity procedures in place (i.e. how the Organisation plans to ensure its continued functioning and servicing for this Contract, after a major event, e.g. a flood or fire that results in the loss of computers, telephones, premises etc.) The Authority would expect service to be resumed within 48 hours.
- 2.10 Applicants must have a Service Level Agreement (SLA) for the hosting of the System. As a minimum the SLA needs to cover Back-Ups, System Restore, Integration with other systems, System availability/reliability, Service Credits, Turnaround time for Live to Test/Training environment refreshes, Turnaround time for changes in access rights to data or services, Loading of Software Patches and Upgrades (including Patches and Upgrades to Operating Systems and Third Party components), Details of where data back-ups will be held and what physical and electronic security will be used to secure them, equipment audits by a reputable third party (details of audits to be

made available on request) and reaction to information on potential security breaches;

- 2.11 The Authority must have free (of additional charge) access to its data for raw extraction. This can be supplied by any of the following:
- By the Supplier providing full read access (not limited to standard working hours) to the authority's dataset for a limited number of individuals within the authority; or
  - Local replication; or
  - Remote replication to the Authority's site
- 2.12 The Supplier must supply the Authority with all of its production data (in a format and time to be specified), with an appropriate database schema, free of charge at the end of the contract period.

## 3. Specific Requirements

3.1. The following functionality is required:

### 3.1.1 Accident and Incident Management

- Provision for all staff to report incidents and concerns promptly to the relevant person(s) for up to 2000 employees.
- Effective recording and retention of sufficient details to facilitate the investigation and management of:
  - Fatalities
  - Major Injuries
  - Occupation Ill Health
  - Near Misses
  - Health and Safety Concerns
- Interrogation of historical data, identifying trends and patterns with regard to the reporting of incidents.
- Classification of RIDDOR reportable incidents and facilitate reporting to the online RIDDOR reporting system.

### 3.1.2 Risk and Risk Assessments

Functionality must be provided for the creation, recording and tracking of Risk Assessments, to include:

- Configurable Templates
- Tracking of changes
- Electronic reminders of expiry dates
- Communication of new guidance/advice
- Library function to share Risk Assessment formats and examples of good practice

### **3.1.3 Audit/Inspection**

Functionality must include user customisable Audit/Inspection systems and pro-formas for Council sites to include:

- Workplace inspections
- Process Audit Checklists
- Equipment Checks
- Fire Safety Checks

### **3.1.4 Training and Competencies**

Provision of Health and Safety Training Management functionality to monitor staff training, qualification and renewal dates. To include:

- Internal and External Health and Safety Training undertaken including Fire and First Aid
- Time Limited Qualifications such as Fork Lift Truck Operators, First Aid at Work, Display Screen Assessor.
- Changes to training requirements as a result of role changes.
- Electronic communication to managers giving adequate warning of staff qualification expiry and tracking staff with expired qualifications.

## **3.2. System Requirements**

- 3.2.1 The system must accommodate frequent organisational structure changes via links to the Authority's Payroll/HR system and update historical data as necessary.
- 3.2.2 Ideally the system will accept information regarding Starter, Leavers and Changes to Employment directly from the Authority's Payroll/HR system.
- 3.2.3 The system must have the functionality to enable permitted Authority staff to set up and amend customisable workflow processes to deal with Health and Safety incidents.
- 3.2.4 The system must include real time communication/action functionality to facilitate efficient investigation and management of issues. Ideally this should be through the medium of email alerts.

- 3.2.5 The system must provide a clear, user customisable dashboard for all relevant staff involved in Health and Safety management. (Up to 150 staff with the option to increase this).
- 3.2.6 The system must be able to generate reports on organisational Health and Safety Performance for relevant staff/managers in a user friendly format.
- 3.2.7 The system must include a central document library for employees to access policies, procedures and other Health and Safety Related documentation. The content of this library should be maintained by the Authority.
- 3.2.8 The system must be supplied with at least one environment in addition to the 'Live' environment, to be used for Testing and Training purposes.
- 3.2.9 The Solution must provide an availability level of 99.5% measured over a calendar month: twenty four (24) hours a day/seven (7) days a week.
- 3.2.10 Applicants must ensure that any enforced format or layout requirements imposed meet at least AA standards in terms of Accessibility (or give proof that they are working towards achieving AA standards).

### **3.3. Additional Requirements**

- 3.3.1 The successful Supplier must provide appropriate on-site in person training for relevant staff and managers to enable effective use of the system prior to the system going live.
- 3.3.2 The Authority must have full editorial capability over the style of the web pages and the content must fully adopt responsive web design.
- 3.3.3 Any mobile functionality/Apps must be able to work offline and to synchronise when next connected to the internet.
- 3.3.4 The system should facilitate the generation of reports at Team, Department and Directorate levels. This should include standard supplied reports and the ability for users to create new reports. It would also be useful to be able to automate the scheduling of reports and for the reports to generate .csv files.
- 3.3.5 The system should constantly be evolving, in response to changes in legislation and customer requirements, utilising modern technology and techniques.
- 3.3.6 Support must be provided for the system and there must be an SLA in place to document this, including a Customer Help Desk, to provide support on week days between 9am and 5pm.
- 3.3.7 The system must be capable of use on mobile devices.
- 3.3.8 System documentation must be provided – as a minimum, this should be a user manual and a database schema, in hard copy or electronic format.

### 3.4. Administrative requirements

Facility to enable Council staff to perform various system administrative functions.

## 4. Contract and Performance Review Requirements

### 4.1 Contract and Performance Review Requirements

#### 4.1.1 The Supplier must:

- a) Provide a named contract manager;
- b) Conduct regular contract review meetings at a frequency to be agreed post contract award;
- c) In support of the contract review meetings, the Authority will require management meeting reports, the structure and format will be agreed at the first contract meeting.

### 4.2 Reporting Requirements

#### 4.2.1 The Supplier must provide monthly reporting to cover the following:

- a) Incidents – split by severity with the total number of incidents resolved within the SLA and those not resolved; and
- b) Hosting– a list of all downtimes in the last month.

### 4.3 Service Credits

The Authority expects the Supplier to make provision for Service Credits where the service in respect of Support and Hosting does not meet specified levels.

#### Part 1: KEY PERFORMANCE INDICATORS (KPIs)

The KPIs which the Parties will agree at Contract start shall be used to measure the performance of the Services by the Supplier are contained in the below table.

#### 4.3.1 System Availability

##### 4.3.1.1 System availability will be measured as:

$$\frac{\text{Total minutes in month} - \text{planned downtime} - \text{unplanned downtime}}{\text{Total minutes in month} - \text{planned downtime}} \times 100\%$$

##### 4.3.2 Some down time will be excluded from the calculation. This is as follows:

4.3.2.1 Planned downtime: is defined as:

- a) where at least 10 working days notice of a system outage has been provided;
- b) the impacts lasts for for less than 2 hours during the planned working day;
- c) the impacts lasts for less than 10 hours overall;
- d) there is at least a 3 month gap between planned occurrences. If less the outage will not be considered planned;
- e) any downtime exceeding these parameters will be treated as included in the service level credit calculation.

4.3.2.2 Downtime not attributable to the hosting operation and is defined as:

- a) any downtime where the problem is solely related to issues on the Authority's side regardless of how it was dealt with;
- b) any downtime associated with intermediate third party ISP's.

Exception: If a problem has been reported to the Supplier where the Supplier's early diagnoses suggests that the issue lies with the Authority but this is later proven to not be the case then this is NOT classed as Authority downtime. The start point of the downtime will be from the moment the initial incident was recorded with the Supplier.

### 4.3.3 Incidents Performance

4.3.3.1 Different incident severity levels have their own corresponding Service level targets as follows:

4.3.3.2 **A. Critical:** 4 hour resolution (where the whole Live system is not available). This will be defined as not being met where either:

- a) resolution takes longer than 4 hours; or
- b) taking less than 4 hours but the whole Live system becomes unavailable again within one working day from time of resolution.

4.3.3.3 **B. Important:** 8 hours resolution (where a significant element of the Live system is not available). This will be defined as not being met where either:

- c) resolution takes longer than 8 hours; or
- d) taking less than 8 hours but a significant element of the Live system becomes unavailable within one working day of time of resolution.

4.3.3.3 **C. Minimal:** 40 hours (where no more than a few functions or a couple of users are unable to function)

4.3.3.4 **D. Minor:** on next release (all users are able to function).

**4.3.4** The service level target is defined as:

The sum of:

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The number of incidents recorded at severity level 1 multiplied by 8 (the weighting factor) +  
 Number of incidents recorded at severity level 2 multiplied by 6 (the weighting factor) +  
 Number of incidents recorded at severity level 3 multiplied by 4 (the weighting factor) +  
 Number of incidents recorded at severity level 4 multiplied by 0.5 (the weighting factor)  
 Incidents are only included in the measuring period in which they have been closed.

The Actual Service Level % is defined as above using only the incidents that have been resolved within the Service level resolution times, divided by the Service Level 100% Value.

Example:

Severity Level	Weighting	No. of Incidents	No. of incidents weighted	No. failed to meet SLA	No. met SLA	Met SLA weighted
1	8	3	24	0	3	24
2	6	6	36	2	4	24
3	2	9	18	0	9	18
4	0.5	18	9	0	18	9
Service Level 100% Value:			87	Actual Service Level Value:		75

In this example the Actual Service Level % =  $75/87 = 86.21\%$

### 4.3.5 Helpdesk Response

4.3.5.1 To give an indication of how efficient the helpdesk is in the resolution of queries or calls.

4.3.5.2 Composition:

- a) a baseline acknowledgment target would be set, e.g. 99% of calls should be acknowledged within 15 minutes of being logged for Critical and Important calls (as defined above).
- b) at the end of every reporting period, the total number of calls registered on the helpdesk is analysed to determine volume of calls logged; percentage acknowledged within 15 minutes; average time taken in acknowledging the calls, total calls acknowledged; total calls acknowledged in 15 minutes and total time to answer.

### 4.3.6 Monitoring and Default

The Supplier shall monitor its performance against each Target KPI and shall send the Authority a report detailing Achieved KPIs.

## Part 2: SERVICE CREDITS

### 4.3.6 Calculation Of Service Credits

#### 4.3.7.1 System Availability

4.3.7.2 Service Credits shall accrue for any reduction in availability over a calendar month (24/7) and shall be calculated in accordance with this Schedule.

4.3.7.3 If the supplier fails to meet the required availability level of 99.5% in a specific month, in terms of the functionality available to members of the public to enter feedback and the Authority to monitor, report on and respond to this feedback, they will be liable to give the Authority a credit against the Hosting fee charged for that month, as detailed in the table below:

Availability Level	% Service Credit Due
99.0 – 99.5%	5%
98.0 – 99.0%	15%
97.0 – 98.0%	25%
96.0 – 97.0%	35%
Below 96.0%	50%

Where the availability level falls below 90% this would be considered a potential breach of Contract.

### 4.3.8 Incidents performance

Service Credits shall accrue for any reduction in service levels over a calendar month (24/7) and shall be calculated in accordance with this Schedule.

If the supplier fails to meet the required service level in a specific month, in terms of the Service Level for each Severity Level of Incident, they will be liable to give the Authority a credit against the total admin fee charged for that month, as detailed in the table below:

Actual Service level %	% Service Credit Due
95.0 – 99.9%	5%
85.0 – 95.0%	15%

75.0 – 85.0%	25%
65.0 – 75.0%	35%
Below 65.0%	50%

## 5. Invoicing

### 5.1 Payment Requirements

5.1.1 The Payment Schedule will be as follows:

**a) Software Products – Perpetual Licence**

- 50% on signature of the Contract;
- 25% on the expiry of the period set out in Acceptance Testing sign-off;
- 25% on implementation of the Software by the Authority in live mode.

OR

**b) Software Products – SAAS (Software as a Service)**

- 50% of first years' subscription on signature of the Contract;
- 50% of first years' subscription on implementation of the Software by the Authority in live mode;
- Software Subscription Charges shall be paid annually on the anniversary of the system go-live date.

**c) Third Party Software (if appropriate)**

- Full Payment on delivery

**d) Hardware Products (if appropriate)**

- Full Payment on delivery

**e) Other Products (if appropriate)**

- Full Payment on delivery

**f) Implementation Services**

- To be paid as days are taken, with 20% to be retained until the Software is in live mode.

**g) Maintenance**

- The first year's Charges will be paid from the system go-live date. Maintenance Charges shall be paid annually on the anniversary of the system go-live date.

**h) Hosting**

- The first year's Charges will be paid from the Date that any Torbay site is made available. Hosting Charges shall be paid annually on the anniversary of this date.

## **5.2 Invoicing**

- 5.2.1 The Authority's settlement terms are 30 days from receipt of the goods and services or the invoice, whichever is the later.
- 5.2.2 The Contractor must always obtain an Authority official purchase order and quote the number on invoices.
- 5.2.3 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be requested.
- 5.2.4 Payment will be by BACS and remittance advices will be transmitted to the Contractor by email or fax if email addresses and/or fax numbers are provided.

# **6. Added Value**

## **Further Services Offered**

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

# **7. Scope and Nature of Possible Modifications or Options**

The numbers of users may fluctuate over time, increasing or decreasing depending on future structures. The Authority may in the future wish this Contract to be made available for use by Authority subsidiary companies and Authority shared services.

# **8. Awarding the Contract on Behalf of Other Contracting Authorities**

This Contract is for use by Torbay Council and Maintained Schools.