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1. PURPOSE

1.1 This requirement will be separated in to **two (2) Elements**:

1.1.1 For **Element 1**, NHS Digital ("**Authority**") requires a five (5) year Microsoft Windows 10 Enterprise Subscription Agreement ("**ESA**") of Microsoft Windows 10 Licences ("**MS10 Licences**") for use across the applicable health and social care bodies within the Department for Health and Social Care ("**NHS Estate**"). In addition to provision of the MS10 Licences, the Authority also requires management of the MS10 Licences to maximise the utilisation across the NHS Estate, ensuring best value is obtained over the term of the ESA.

1.1.2 For **Element 2**, the Authority a three (3) year renewal of its Microsoft estates licences, Azure Hosting and Premier Support.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Authority supplies information and data to the health service, provides vital technological infrastructure and helps different parts of health and care work together.

3. BACKGROUND TO REQUIREMENT

3.1 The NHS Estate relies the continual and effective operation of its computer systems to meet its obligations for healthcare delivery. A key component of the computing estate are the desktop and laptop PC devices that staff use on a daily basis to perform their work which all need an "operating system" to work.

3.2 The vast majority of the NHS Estate uses the Microsoft Windows 7 product which will cease to be supported in January 2020. The Authority is seeking to replace Microsoft Windows 7 with the (more secure) Microsoft Windows 10 operating system across the NHS Estate. This requirement will form **Element 1**.

3.3 The Authority requires MS10 Licences for the NHS Estate and services to manage the transition from Microsoft Windows 7 to Microsoft Windows 10, including management of deployment, distribution, issue and re-allocation of the MS10 Licences. This management requirement is also part of **Element 1**.

3.4 In order to maximise value for money whilst reducing the resource and administration costs of running an additional tender, the Authority is also tendering for a three (3) year renewal of its Microsoft estates licences, Azure Hosting and Premier Support. The existing licences are due to expire on 25th May 2018. This requirement will form **Element 2**. The Supplier will be required to understand the existing Microsoft licence estate and advise on new licencing structures to achieve the greatest value for money. The Authority's expectation here is that the price offered for the renewal of these licences will be leveraged by the CCS agreed Microsoft MOU rates, therefore obtaining maximum value for money.

4. DEFINITIONS

Expression or Acronym	Definition
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API	means Application Programming Interface
CCS	means Crown Commercial Service
Contract	means the agreement between the Authority and the Supplier for the products and services set out in Section 6
DHSC	means The Department of Health and Social Care
ESA	means Enterprise Subscription Agreement
LSP	means Licence Service Provider
MOU	means Memorandum of Understanding
NHS Digital	termed as “The Authority”
NHS Digital Service Agreement/Service Agreement	means the agreement between NHS Digital and the NHS Organisation for the agreement of licence provision and associated services.
ODS	means a unique organisational identifier/code system used within the NHS
Potential Provider	the tenderer under this procurement
Supplier	the chosen provider of the products and services

5. SCOPE OF REQUIREMENT

5.1 This requirement will be based on **two (2) Elements**:

5.1.1 **Element 1 – Microsoft Windows 10 ESA:**

- 5.1.1.1 the provision of a volume of two (2) types of MS10 Licences for use within the NHS Estate;
- 5.1.1.2 the management of the MS10 Licences on behalf of the Authority; and
- 5.1.1.3 the provision of assistance, guidance and support to local NHS organisations within the NHS Estate in deploying MS10 Licences and optimising the functionality that they provide.

5.1.2 **Element 2 – Microsoft LSP for the Authority:**

- 5.1.2.1 The provision of additional other Microsoft licences as required by the Authority to satisfy its own internal licensing requirements, for use by the Authority only.

5.2 In respect of **Element 1**, all other types of licences, support and maintenance and services that are not outlined in Section 6 are outside of the scope of this requirement.



5.3 In respect of **Element 2**, licences from vendors other than Microsoft are outside of the scope of this requirement, as is all associated support and maintenance which is not outlined in Section 6.

5.4 The Authority reserves the right to place a contract **either** based on Element 1 only **or** based on both Elements 1 **and** 2 inclusive.

6. THE REQUIREMENT

6.1 Element 1 – Microsoft Windows 10 ESA:

6.2 The Authority requires the provision of a five (5) year ESA, to include:

6.2.1 The provision of two (2) types of MS10 Licences, as follows:

SKU	Product	Volume
AAA-22363	Windows E5 Per Device Subs VL	965,170
AAA-51072	Windows VDA E5 Per Device Subs	34,830

6.2.2 Any additional MS10 Licences that are required by the Authority will be purchased and managed at the same unit price over the term of the ESA.

6.3 The Authority further requires the following management services for the MS10 Licences for the term of the ESA:

Reporting and Recording

6.3.1 Reporting and recording of the MS10 Licence usage will be achieved using the ODS code of the recipient organisation within the NHS Estate. (The ODS code is a unique organisational identifier used within the NHS. Further details regarding this are available at **REDACTED TEXT**. The reporting and recording requirements are:

6.3.1.1 all deployments, distributions, issues and re-allocations of MS10 Licences need to be recorded and referenced to the relevant ODS Code and related naming convention;

6.3.1.2 enable the reconciliation of all data sets for the same recipient organisation within the NHS Estate using the relevant ODS Code and related naming convention;

6.3.1.3 supply regular reporting of MS10 Licence usage, preferably via an online portal, at a minimum of once per month. **Annex A – Minimum Reporting Information** outlines the information to be provided in this report at a minimum;



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- 6.3.1.4 maintain up to date records of all contacts within the recipient organisations of the NHS Estate for management of the MS10 Licences; and
 - 6.3.1.5 record and store copies of all signed NHS Digital Service Agreements between local NHS organisations within the NHS Estate and the Authority. These should be recorded and referenced to the relevant ODS Code and related naming convention.

Deployment of new MS10 Licences

- 6.3.2 Management of requests for MS10 Licence deployment from individual organisations within the NHS Estate.
- 6.3.3 In addition to management of requests, the Supplier will be required to identify organisations within the NHS Estate which have an existing Microsoft operating system licence which is due to expire and will proactively approach these organisations to offer MS10 Licences. The Supplier will ensure that such organisations are contacted in sufficient time to enable these organisations to be added to the ESA in advance of expiry of the existing licences.
- 6.3.4 Where there is evidence that the NHS Digital Service Agreement between the NHS organisation and the Authority has been signed, add such organisations to the ESA and allocate and issue the MS10 Licence key(s) to the organisation. Provide the Authority with any assistance it requires in relation to the signature of the NHS Digital Service Agreement.
- 6.3.5 Provide assistance, guidance and support to local NHS organisations within the NHS Estate in deploying MS10 Licences and optimising the functionality that they provide.

Management of existing MS10 Licences

- 6.3.6 Within the NHS Estate, there are existing MS10 Licences. The Authority requires the existing MS10 Licences to be transferred into the ESA. This process will involve identifying the existing MS10 Licences, communicating with the organisations within the NHS Estate with MS10 Licences and arranging for such organisations to sign the NHS Digital Service Agreement. The Supplier will provide such support with this process as the Authority requires.
- 6.3.7 The Supplier will deal with Microsoft back office to ensure that the transition of existing MS10 Licences into the ESA happens effectively.



6.3.8 The Supplier will provide support to any organisations on any issues that may arise during the process.

Management of MS10 Licences during the term

6.3.9 MS10 Licence usage will be provided to the Supplier by the Authority electronically using data collected centrally via Windows Analytics. Using this data the Supplier will produce a variance report identifying the MS10 Licences which have been allocated to a recipient organisation but have not been activated. This will enable the Authority to implement a process for re-allocation of MS10 Licences to new recipients within the NHS Estate to ensure optimisation of the MS10 Licences. The Supplier will provide the Authority with any assistance it requires in relation to the re-allocation of MS10 Licences.

6.4 **Element 2 – Microsoft LSP for the Authority:**

6.5 The Authority requires the renewal of its Microsoft estate licences, Azure Hosting and Premier Support for a three (3) year period, commencing on 25th May 2018.

6.6 The following product list provides a current indication of what will be purchased under Element 2, albeit this is subject to change:

6.6.1

SKU	Product	Volume
AAA-10798	WinE3perUser ALNG SubsVL MVL Pltfrm PerUsr	3440
7F4-00013	VDAE3PerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr	125
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	3565
AAA-12428	ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	3565
U2V-00007	BingMapsEntPlatform ALNG SubsVL MVL Srvcs	1
T9V-00033	BingMapsPublicWbst ALNG SubsVL MVL Usage2.5mTrnsctns AddOn	1
T9V-00014	BingMapsPublicWbst ALNG SubsVL MVL Usage840KTrnsctns AddOn	1
DFG-00005	DynCRMOnlnBasic ShrdSvr ALNG SubsVL MVL PerUsr	375

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DFG-00005	DynCRMOnInBasic ShrdSvr ALNG SubsVL MVL PerUsr	15
DFG-00005	DynCRMOnInEnt ShrdSvr ALNG SubsVL MVL PerUsr	38
DFG-00005	DynCRMOnInEnt ShrdSvr ALNG SubsVL MVL PerUsr	5
DJV-00001	DynCRMOnInNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	2
DFG-00046	DynCRMOnInPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	218
DJR-00001	DynCRMOnInProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	2
DJZ-00001	DynCRMOnInStorage ShrdSvr ALNG SubsVL MVL AddOn	150
3Q2-00002	ProjOnInEssntls ShrdSvr ALNG SubsVL MVL PerUsr	2975
7SY-00002	ProjOnInPrem ShrdSvr ALNG SubsVL MVL PerUsr	820
359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL	1
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	118
228-04437	SQLSvrStd ALNG LicSAPk MVL	1
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	6
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	1
N9U-00002	VisioOnInP2 ShrdSvr ALNG SubsVL MVL PerUsr	705
6VC-02567	WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr	405
6VC-02567	WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr	100

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9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	1
9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	1
NK4-00002	PwrBIPro ShrdSvr ALNG SubsVL MVL PerUsr	263

6.6.2 This list is an indication of the products to be purchased. Any changes to this list will be communicated to the Supplier prior to 25th May 2018 and will be subject to the change procedure of the Contract.

6.7 The Authority reserves the right not to award Element 2 of the Contract. Potential Providers should note that should Element 2 be included in this Contract then it will be transacted under a separate enrolment to Element 1.

6.8 If the Authority chooses to award Element 2, the Supplier will provide the following assistance:

6.8.1 In April, the Supplier will work alongside the Authority to understand the Authority's Microsoft licence requirements and advise on the appropriate software licences and quantities based on its knowledge of Microsoft products.

6.8.2 The Supplier will present options of licencing structures which will enable the Authority optimise licencing and cost benefits to support annual renewals and new purchasing requirements throughout the three (3) year term of the LSP Agreement;

6.8.3 The Supplier will also be responsible for notifying the Authority in a timely advanced manner of any commitment dates/deadlines associated with the available licence structures to ensure the Authority is able to take full advantage of any opportunities available.

6.8.4 The Supplier will handle paperwork with Microsoft for annual commitments and ad-hoc orders.

6.8.5 The Supplier will help obtain licences and ensure these are allocated to the correct enrolment. The next anniversary date for Element 2 commitment is 25th May 2018.

7. KEY MILESTONES

7.1 The Supplier should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
0	ESA and Contract signature	Day 0



1	Identify all Microsoft licences within the NHS Estate which expire within the month of Contract signature. Proactively contact such organisations and, subject to the agreement of the organisations and signature of the NHS Digital Service Agreement, add such local organisations to the ESA in advance of expiry of the existing Microsoft licences.	Within week 1 of Contract signature
2	Establish a monthly reporting process with the Authority	Within week 2 of Contract signature
3	Establish a process for identifying organisations within the NHS Estate which require MS10 Licences and create a plan for adding such organisations to the ESA. This process should consider the expiry dates of existing Microsoft operating licences and prioritise as necessary to ensure that Microsoft licences do not expire prior to organisations being included in the ESA.	Within week 3 of Contract signature
4	Agree ongoing operational arrangements for working between the Authority, NHS Estate and the Supplier for year 1 of the Contract term.	Within week 4 of Contract signature

8. AUTHORITY'S RESPONSIBILITIES

8.1 The Authority is responsible for:

- 8.1.1 Implementing the national system to capture MS10 Licence usage data from the NHS Estate;
- 8.1.2 Providing the NHS Digital Service Agreement which will be entered into by organisations within the NHS Estate prior to allocation of the MS10 Licences; and
- 8.1.3 Providing access to the ODS Codes system.

9. REPORTING

- 9.1 The Supplier will ensure all reporting and management of the licence usage is referenced to the ODS code of the organisation, which will need to be validated.
- 9.2 The Supplier will need to be able to use the API link to the ODS database so that it can automatically reference the NHS organisations within the NHS Estate against it.

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9.3 The Supplier will record the distribution of MS 10 Licenses using a naming convention in accordance with the requirements of Section 6.3.1.

9.4 The Supplier will supply regular reporting of licence usage, preferably via an online portal, at a minimum of once per month. **Annex A – Minimum Reporting Information** outlines the information to be provided in this report at a minimum.

10. VOLUMES

10.1 As indicated in Section 6.

11. CONTINUOUS IMPROVEMENT

11.1 The Supplier will be expected to continually improve the way in which the required services are to be delivered throughout the Contract duration.

11.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

11.3 Changes to the way in which the services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. SUSTAINABILITY

12.1 Not applicable.

13. QUALITY

13.1 Not applicable

14. PRICE

14.1 Prices are to be submitted on a fully completed Appendix E – Pricing Schedule and attached to the relevant questionnaire within the e-Sourcing Suite.

14.2 All prices should be fully supported by a company quotation, provided on a letter headed document and attached in the same manner as the Appendix E – Pricing Schedule.

14.3 All submitted prices must include the cost of all elements of this Contract. Prices should be in GBP and exclude VAT.

14.4 With regards to Price for Element 1:

14.4.1 Prices should be clearly broken down by price per year, for each of the five (5) years of the Contract, as indicated in Appendix E – Pricing Schedule.

14.4.2 The total five (5) year cost for the provision of services and subscriptions under Element 1 should not exceed a value of £159m (excluding VAT).

14.5 With regards to Price for Element 2:

14.5.1 Prices should be provided for a three (3) year LSP Agreement for the Authority for the indicated products outlined in Section 6.6.1.



- 14.5.2 The list of products covered under this Contract will be subject to change. As such, Potential Providers are asked to outline the following prices/percentages per product, per year:
- 14.5.2.1 Reseller “Buy” Price – this should show the price at which Potential Providers purchased the identified product;
 - 14.5.2.2 Reseller “Sell” Price – this should show the price at which Potential Providers are selling this product to the Authority;
 - 14.5.2.3 Margin % +/- - this should show the margin applied by Potential Providers, in line with MOU pricing and the terms of the RM3733 Technology Products 2 Agreement.
- 14.5.3 The margin applied in accordance with Section 14.5.2.3 will apply to the indicative products listed in 6.6.1 as well as any other products to be included in the Contract for the duration of the three (3) years.
- 14.5.4 Potential Providers should note that the margins identified in Appendix E – Pricing Schedule for Element 2 should remain consistent throughout the term of the Contract.

15. STAFF AND CUSTOMER SERVICE

- 15.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the ESA in order to consistently deliver a quality service.
- 15.2 The Supplier’s staff assigned to this Contract shall have the relevant qualifications and experience to deliver the Contract.
- 15.3 The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

16. SERVICE LEVELS AND PERFORMANCE

- 16.1 The Authority will measure the quality of the Supplier’s delivery by:
 - 16.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	NW/MS compliance	Ensuring that Windows licence keys are only made available to organisations who sign the NHS Digital Service Agreement	100%
2	Novation	From provision of a signed NHS Digital Service Agreement by the local organisation within the NHS Estate, the Supplier will ensure that such organisation is added into the ESA within 1 week	100%



3	Reporting	Providing the minimum dataset reporting on a minimum monthly basis throughout the agreement	100%
4	NHS Estate feedback	Maintaining a customer satisfaction rating from the NHS Estate with regard to the Supplier's contractual obligations.	70% average rating

16.2 In the event of failure to meet any of the above KPI/SLAs, the Authority will work closely with the Supplier to remedy said breach as and when it occurs.

16.3 In the event of a material breach then the Authority reserves the right to terminate the contract and award to the next highest scoring supplier.

17. INTELLECTUAL PROPERTY RIGHTS (IPR)

17.1 Any IPR associated with the reports relating to licence data and issue/allocation data is the property of the Authority.

18. PAYMENT

18.1 Payment can only be made following satisfactory delivery of the licence keys/activation codes for the products.

18.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of the licence/product item and SKU.

18.3 Invoicing details and process will be provided to the Supplier upon Contract award.

18.4 Payment will be made annually in advance within 30 days of receipt of invoice, unless in dispute.

19. ADDITIONAL INFORMATION

19.1 The Authority reserve the right not to award **Element 2** of this requirement.

19.2 Potential Providers are invited to define the additional costs/benefits of transacting this business through them relative to the CCS Microsoft MOU pricing.

19.3 Potential Providers are asked to use the following points of contact within Microsoft in order to obtain pricing for this requirement:

19.3.1 **REDACTED TEXT**

19.3.2 **REDACTED TEXT**