



Attachment 3 – Statement of Requirements

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1. PURPOSE

- 1.1 The NFC125 Adobe Software Aggregation procurement seeks to establish a Supplier for the provision of Adobe products, on behalf of the Contracting Authorities, under the CCS Technology Products and Associated Services Framework Agreement (RM6068).

2. BACKGROUND TO THE CONTRACTING AUTHORITIES

- 2.1 The organisations listed in Attachment 4 - Price Schedule are participants of this further competition. Only these organisations (including any future successors) will be eligible to issue Call Off Orders as a result of this NFC125 Adobe Software Aggregation.
- 2.2 Any organisation that become a part of these participating organisations as a result of the Machinery of Government Change shall also be included.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 For the purposes of NFC125, Crown Commercial Service is acting as an agent on behalf of the Customers participating in this aggregated procurement. All contracts and service offerings resultant from this procurement will be between the winning Supplier, and the Customers participating in NFC125.

4. DEFINITIONS

Expression or Acronym	Definition
Customer	means any Contracting Authority.
Order Form	means the Draft Order Form at Attachment 6.
Price Schedule	means Attachment 4 - Price Schedule of this bid pack.
Supplier	means the provider of the Goods and/or Services
NULs	means Named User Licenses
FRLs	means Feature Restricted Licenses
CCE	means Creative Cloud Enterprise
ETLA	means Enterprise Term License Agreement
MOD	means Ministry of Defence
Buy-In Price	means the direct buy-in price from an external supply chain and excludes the Supplier's internal costs and overheads.

5. SCOPE OF REQUIREMENT

- 5.1 The scope of NFC125 includes the following enterprise licenses either as Named User Licenses (NULs) or Feature Restricted Licenses (FRLs):
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Acrobat Standard DC
Acrobat Pro DC
Acrobat Standard DC Feature Restricted License (to be charged at same rate as NUL)
Acrobat Pro DC Feature Restricted License (to be charged at same rate as NUL)
CCE (Creative Cloud Enterprise) All Apps
CCE Single App
CCE All Apps Feature Restricted License (to be charged at same rate as NUL)
CCE Single App Feature Restricted License (to be charged at same rate as NUL) - Customers must specify which app they require
Framemaker
RoboHelp
Adobe Stock
Captivate

6. THE REQUIREMENT

- 6.1 The NFC125 Adobe Software Aggregation seeks to procure Adobe Software products on behalf of the Customers, from the Supplier. The Supplier will be invited to enter into Call Off Contracts to supply the Goods and/or Services to each Customer.
 - 6.2 This Statement of Requirement and all responses within the eSourcing Suite to each of the Questionnaires will become contractually binding by being included in the final Call Off Contract.
 - 6.3 The Supplier shall aggregate Customer orders to place a single order with Adobe. In the first year this shall be at the Intake Dates (as stated in the Implementation Plan in Attachment 4 – Price Schedule), for future years this shall be annual.
 - 6.4 The Supplier acknowledges that all Customers will have a license term expiry of 30 March 2023, regardless of their Intake Date.
 - 6.5 The Supplier shall manage additional deployments during the Call Off Contract term.
 - 6.6 The Supplier shall collate and assist in the completion of the required additional deployment forms required annually from Adobe.
 - 6.7 Full details of dates and requirements from the Supplier are outlined in the Implementation Plan within Attachment 4 – Price Schedule.
 - 6.8 A full breakdown of Customer requirements, volumes and intakes are outline in the Breakdown within Attachment 4 – Price Schedule.
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- 6.9 The Supplier should note that the following Customers are working with Adobe to ascertain current license expiry and therefore these Customers may have some or all licenses move to a different Intake Date:

6.9.1 NHS Education for Scotland

6.9.2 City and County of Swansea

6.9.3 Visit Britain

7. KEY MILESTONES AND DELIVERABLES

- 7.1 The Supplier must perform the contract in line with the Implementation Plan set out in the Attachment 4 Price Schedule.
- 7.2 Note failure to deliver to the dates within the Implementation Plan shall be considered a Material Default.

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 The Supplier shall comply with RM6068 Technology Products and Associated Services MI requirements and appropriately record each product line item for Invoices ensuring that they are able to identify the relevant line items that relate to this NFC125 and can report upon it.
- 8.2 The Supplier shall independently maintain accurate purchase records for each Customer during the Call Off Period.

9. VOLUMES

- 9.1 Volumes for each Customer are set out in the Attachment 4 Price Schedule and indicate the initial volumes the Customers intend to purchase on an annual basis.
- 9.2 Once included in the relevant Intake, a Customer may only vary the volume of licenses in accordance with the CCS ETLA with Adobe.
- 9.3 No guarantee can be given regarding the total volume for NFC125. Volumes for each Contracting Authority will be confirmed in the Contract Order Form for each Contracting Authority following Award of Contract.

10. CONTINUOUS IMPROVEMENT

- 10.1 Changes to the way in which the Goods and/or Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 The Supplier shall comply with any relevant Framework Agreement requirements for sustainability.
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12. QUALITY

- 12.1 The Supplier shall procure direct from the owner/authorised licensor of the software (Adobe) under the terms of the CCS ETLA.

13. PRICE

- 13.1 Prices are to be submitted via the e-Sourcing Suite, following the instructions listed in the Attachment 4 - Price Schedule. Prices must be in pounds Sterling, excluding VAT and include all other expenses relating to Call Off Contract delivery.
- 13.2 Pricing is constructed of the Supplier Cost from Adobe and Supplier Margin.
- 13.3 The Supplier shall provide a single consistent Margin for all products and Customers.
- 13.4 Charges shall remain firm (cannot be increased) for the duration of the Call Off Contract Period.
- 13.5 CCS know the negotiated ETLA pricing and will query any pricing that is above this.
- 13.6 In order to access the CCS ETLA pricing bidders should contact Bengta Jordan at bjordan@adobe.com or call 07734 158891.
- 13.7 For the avoidance of doubt, the purchase of additional licensing or 'true up' licensing shall be charged at the rates set out in the ETLA between CCS and Adobe.
- 13.8 The Supplier shall apply the appropriate Charges for the first year of the license term depending on which Intake licenses are part of:

Intake	Charges
Intake 1 Existing CCS ETLA Customers	Full annual Charge back dated to 31 March 2020
Intake 1 New CCS ETLA Customers	Pro Rata Charge for first year (30 April 2020 to 30 March 2021)
Intake 2	Pro Rata Charge for first year
Intake 3	Pro Rata Charge for first year
Intake 4	Pro Rata Charge for first year

- 13.9 The Supplier will provide, at no additional Charge, a detailed breakdown of how invoice charges have been calculated. The breakdown will clearly demonstrate how the Charges have been calculated in accordance with the methodology outlined in the ETLA.
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14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Call Off Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Call Off Contract shall have the relevant qualifications and experience to deliver the Call Off Contract to the required standard.
- 14.3 The Supplier shall provide all Customers with specific contact information that enables the Customer to liaise with the supplier in relation to:
 - 14.3.1 Query management
 - 14.3.2 Addition of licenses during contract term / True Up actions

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 N/A.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 Please note the GDPR Joint Schedule 11 in the Attachment 5 – Terms and Conditions.
- 16.2 The Ministry of Defence (MOD) Customers for this aggregation may choose to apply the MOD Terms Call-Off Schedule 17 of the RM6068 Call Off Contract Provisions, as found within Attachment 5 of the bid pack.

17. PAYMENT AND INVOICING

- 17.1 Invoices should be submitted to an address determined by the Customer as per the final completed Order Form.
- 17.2 Invoices may only be submitted once an order has been successfully processed.
- 17.3 Invoices shall be issued in line with the Implementation Plan.
- 17.4 Licenses are to be billed annually in advance (pro-rata rates apply in the first year for Intakes 2, 3, and 4).
- 17.5 The first bill for Intake 1 shall be for licenses from 31 March 2020 – 30 March 2021. Invoices shall be dated accordingly.
- 17.6 The Supplier shall comply with Customer requirements for set up and invoicing via any e-payment systems. The Supplier shall not charge for any differing requirements per Customer around invoicing.

18. CONTRACT MANAGEMENT

- 18.1 N/A.
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19. LOCATION

- 19.1 There is no requirement for the Supplier to physically deliver the Goods or Services, this will be conducted via Adobe online consoles.