

## **SCHEDULE 7B**

### **Order Form for Competed Goods and Services- Mini Competition**

***(Provision of a Pan-Defra Adobe ETLA)***

**Master Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.**

<b>The Authority</b>	<b><i>Secretary of State for the Department for Environment, Food &amp; Rural Affairs Nobel House London SW1P 3JR</i></b>
<b>The Supplier</b>	<b>INSIGHT DIRECT (UK) LTD, 4TH FLOOR THE CHARTER BUILDING CHARTER PLACE UXBRIDGE UB8 1JG</b>
<b>HealthTrust Europe Contract Reference</b>	<b><i>HealthTrust Europe's (HTE's) ICT Solutions 2019 Framework (ComIT 2 – Complete IT). Code: itt_30925 Title: Defra - Software - Adobe</i></b>

The Supplier and the Authority hereby agree as follows:



- Following the completion of a mini-competition exercise ("**Mini-Competition**"), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
- The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
  - the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and

- (c) the Call-Off Terms and Conditions set out at Appendix A or Appendix B, as applicable, to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular , as stated below for the avoidance of doubt:
- (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 16 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.
- (b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
- (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.
4. The Commencement Date of the Contract shall be **01/07/2022**
5. The Term of this Contract shall be **3** years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than **3** years in total.
6. Data Protection  
**Not used**


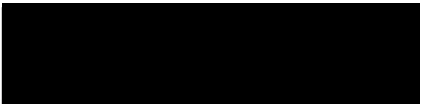
7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.1(i) of Schedule 2.
8. The payment profile for this Contract shall be Annual in advance
9. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on **six (6) months** written notice. Such notice shall not be served within 1 year of the Commencement Date.
10. The provision of Services  
**Not used**
- 12 Training/ Support Services/ Help Desk  
**Not used**
- 13 Use of Subcontractors  
**Not used**

<b>Appendix 1</b>	Mini-Competition Specification
<b>Appendix 2</b>	Mini-Competition Response Document
<b>Appendix 3</b>	Change Control Process
<b>Appendix 4</b>	Implementation Plan – Not used
<b>Appendix 5</b>	Locations subject to lease and/or licence – Not used
<b>Appendix 6</b>	Step In Rights – Not used
<b>Appendix 7</b>	Termination Sum – Not used
<b>Appendix 8</b>	TUPE Transfer – Not used
<b>Appendix 9</b>	Software and End User License Agreement (EULA)
<b>Appendix 10</b>	Key Performance Indicators
<b>Appendix 11</b>	Subcontractors – Not used

**Signed by the authorised representative of THE AUTHORITY**

Name:		Signature:	.....  ...
Position:	Commercial Category Manager		

**Signed by the authorised representative of THE SUPPLIER**

Name:		Signature	
Position:	...Contracts Manager		24/06/2022

## Appendix 1

### Mini Competition Specification



Hybrid Mini Comp  
Pricing Schedule - D

	Item No.	Part Number	Description / Specification	Quantity	Question	Cost per Item (ex VAT)	Total Value (ex VAT)	VAT	Total Value (Inc VAT)	Total Available %
						ENTER COST	AUTO CALCULATES			
1	Project or Site Name									
1.1.1	Title									
	1.1.1	TMP1817614	ACROBAT PRO DC SUBSCRIPTION	6,000	Please state total cost in £GBP	£ -	£ -	£ -	£ -	90 %
	1.1.2	TMP1817619	ADOBE CAPIVATE SUBSCRIPTION	18	Please state total cost in £GBP	£ -	£ -	£ -	£ -	

1. 1.1. 3	65274 430	ADOBE CREATIVE CLOUD SUBSCRIPTION ALL APPS	36	Please state total cost in £GBP	£ -	£ -	£ -	£ -
1. 1.1. 4	65274 471	ADOBE DREAMWEAVER ALL MLP SUBSCRIPTION	55	Please state total cost in £GBP	£ -	£ -	£ -	£ -
1. 1.1. 5	65274 483	ADOBE ILLUSTRATOR SUBSCRIPTION	25	Please state total cost in £GBP	£ -	£ -	£ -	£ -
1. 1.1. 6	65274 432	ADOBE INDESIGN ALL SUBSCRIPTION	60	Please state total cost in £GBP	£ -	£ -	£ -	£ -
1. 1.1. 7	65274 453	ADOBE PHOTOSHOP ALL MLP ENTERPRISE PER USER SUBSCRIPTION	110	Please state total cost in £GBP	£ -	£ -	£ -	£ -

1.1.8	65274456	ADOBE PREMIER PRO SUBSCRIPTION	19	Please state total cost in £GBP	£ -	£ -	£ -	£ -
1.1.9	65290889	ADOBE DC ENTERPRISE SIGN (INCL TRANSACTIONS) SUBSCRIPTION	5000	Please state total cost in £GBP	£ -	£ -	£ -	£ -
1.1.8		Service Charge (if applicable)	per year	Please state total cost in £GBP	£ -	#VALUE!	#VALUE!	#VALUE!
					Total	#VALUE!	#VALUE!	#VALUE!

#### MANDATORY REQUIREMENTS - PASS/ FAIL QUESTIONS

**Please Note:** Questions 2 to 5 are Pass / Fail questions, therefore if a Potential Provider cannot, or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement.

RESPONSE

WEIGHTING

1	<a href="#">PLEASE CONFIRM YOU HAVE SIGNED AND COMPLETED THE INSTRUCTION TAB HERE</a>	Yes	No		Information Purposes Only
2	Please confirm that you are a PLATINUM PARTNER organisation recognised as such by Adobe.	Yes	No		Pass/Fail
3	Please confirm that the pricing quoted is for product which matches the specifications as detailed on the Commercial response Tab and that you fully understand the requirement.	Yes	No		Pass/Fail
4	Please confirm that if you are awarded this contract, all Invoices will contain the full list details and your specific HTE Framework reference.	Yes	No		Pass/Fail
5	Please confirm you can deliver to Department for Environment Food and Rural Affairs, 17 Nobel House, London, SW1P 3JR UNITED KINGDOM	Yes	No		Pass/Fail
6	Please confirm you can deliver all the items in one go	yes	No		Pass/Fail
7	Please confirm the earliest delivery date of required specification and corresponding volumes. No Date will result in a fail.	Yes	No		Pass/Fail



8	<p>Corporate Social Responsibility; specifically sustainability/Carbon Net Zero</p> <p>Please attach a copy of your Corporate Social Responsibility policy within the attachments area, with the addition of examples of achieving targets/ commitments on carbon net zero by 2050.</p> <p>Social Value</p> <p>Please describe how your organisation works towards social value and how it aims to support the Central Governments Apprenticeship scheme.</p>	<p>If you don't have a CSR Policy please describe how you will work with Defra to ensure they have included all of the relevant considerations to ensure they are inclusive of CSR.</p> <p>Please describe how your organisation works towards social and environmental commitments and works towards net zero greenhouse gas emissions.</p> <p>Please provide demonstrable examples of where you have achieved targets and objectives in relation to below:</p> <ul style="list-style-type: none"> <li>- Sustainability (CO2, Single Use Plastics, Packaging);</li> <li>- Economy (support local, SME, Charities);</li> <li>- Ethics (Labour Standards);</li> <li>- Workforce (support local, inclusion and social outcomes);</li> <li>- Buildings / Green Space (maximize benefit of our estate/local community).</li> </ul> <p>Please state any additional commitments you are willing to make if you win this contract.</p>		10%
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## Appendix 2

### Mini Competition Response Document



Insight Hybrid Mini  
Comp Pricing Sched



Question 8 -  
Corporate Social Re:

The list above is not an exhaustive list of requirements but represents the majority of licences currently on Defra's Adobe ETLA. Bidders are invited to provide costs based on the quantities provided, these costs to form part of any awarded contract following this tender exercise.

For clarity, Defra seeks a PLATINUM PARTNER to support and manage a new 3-year Adobe ETLA agreement.

Description / Specification	Quantity	Question	Description Provided by Adobe	Quantity from Adobe	Cost per Item (ex VAT)	Total Value (ex VAT)	VAT	Total Value (Inc VAT)
			Acrobat Pro DC	1	£	£	£	£
			All Apps	1	£	£	£	£
			Single App	1	£	£	£	£
			Photoshop Elements	1	£	£	£	£
			Premiere Elements	1	£	£	£	£
			RoboHelp	1	£	£	£	£
			RoboHelp Server	1	£	£	£	£

Captivate (User)	█	█	£ █	£ █	£ █
Adobe Sign Enterprise Transactions	█	£ █	£ █	£ █	£ █
Please note - If the licenses in DEFRA's console increase above the numbers in this quotation DEFRA must increase their unit quantities to cover their usage					
Pricing is valid through to 05/07/22			Total Per Annum £ 630,865.68	£ 126,173.13	£ 757,038.81

[Appendix 3]

Change Control Process

***Not used***

[Appendix 4]

Implementation Plan

***Not used***

[Appendix 5]

Lease and/or Licence to access Premises and Locations

***Not used***

[Appendix 6]

Step In Rights

***Not Used***

[Appendix 7]

Termination Sum

***Not used***

[Appendix 8]

Staff Transfer

***Not used***

[Appendix 9]

Software and EULA

See <https://www.adobe.com/uk/legal/licenses-terms.html>

[Appendix 10]

**Key Performance Indicators**

**These Key Performance Indicators are intended as templates for each customer, they may be amended as applicable to each subsequent contract, subject to the customer's requirements.**

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs.
- III. The Supplier shall monitor its performance against each Target KPI and shall send the Authority a [monthly/ quarterly] report detailing the achieved KPIs in a form and format to be mutually agreed.

The KPIs relating to this Contract are as follows: -

Ref	Service Level	Description	Quarterly Target	Measurement	Event Grading
1	<b>Telephone Helpdesk Availability</b>	Helpdesk to be open during Normal Working Hours to assist with administrative queries regarding test results. Calls to be answered promptly, in a professional manner and to resolve queries or forward them to the appropriate department for resolution	90%	Helpdesk performance to be measured by call-response times (90% of calls to be answered within 10 rings)	Green > 98% Amber < 95% Red < 90% Black < 80%

**1 Monitoring Performance**

- 1.1 Performance by the Supplier against each KPI shall be graded as follows:

<b>Green Event</b>	Meets the KPI
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<b>Amber Event</b>	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
<b>Red Event</b>	Material failure to meet the KPI
<b>Black Event</b>	Significant failure to meet the KPI

- 1.2 The Supplier shall provide the Authority with a [monthly/ quarterly] performance report detailing its performance in respect of each of the Service Levels.
- 1.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.
- 1.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 1.5 The Authority and the Supplier shall review the KPIs every [three (3) months] throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

## 2 Service Level Failure

- 2.1 A Service Level Failure shall occur where, in any one-month period:

<b>Red Event</b>	Registered against two KPIs
<b>Black Event</b>	Registered against one KPI

- 2.2 If there is a Service Level Failure, the Supplier shall:
  - 2.2.1 notify the Authority immediately of the Service Level Failure;
  - 2.2.2 otherwise than in the occurrence of a Relief Event, provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("**Remediation Plan**");
  - 2.2.3 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and
  - 2.2.4 carry out the actions identified in Remediation Plan in accordance with its terms.
- 2.3 Other than in the following circumstances:
  - 2.3.1 Any negligent act or omission of the Authority;
  - 2.3.2 Any breach of an express provision of this Contract by the Authority;
  - 2.3.3 Any Force Majeure Event;

Relief Event means

- (i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations;

(ii) any negligent act or omission of the Authority;  
any Force Majeure Event

[Appendix 11]

Subcontractors

***Not used***