

Clarification Questions and Answers
CCSO18A15
Microsoft Windows 10 ESA for NHS

Ref	Appendix D Question Number	Clarification Question	Response	Date Issued
1	N/A	<p>Appendix E is a protected Excel file that does not allow any editing or reformatting. Row 10 "Notes on Completion" is not fully visible.</p> <p>Please provide ASAP either:</p> <ul style="list-style-type: none"> - an unprotected version of Appendix E - a re-formatted version that makes Row 10 visible so bidders can actually view the instructions <p>Thanks</p>	<p>Please find attached an updated Appendix E - Pricing Schedule with the guidance notes on Element 2 Row 10 fully visible. I have removed the previous version in replace of this updated version.</p> <p>The workbook is protected, however only certain cells containing guidance notes and licence types are locked. You should therefore be able to enter data in all other cells without issue, however if this is not the case then please let me know.</p>	13/02/18 09:38GMT
2	1.6 (price cap)	<p>The Authority states "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)."</p> <p>Is this value intended to be inclusive of CCS's £1.59m levy? If so, and given the costs provided by Microsoft, this contract value cap forces any successful supplier into a loss on the transaction, even before the overhead of running the agreement. Will the Authority</p>	<p>The Authority can confirm that the cap of £159m (excluding VAT) for Element 1 is exclusive of the CCS Levy.</p> <p>This means that the total cost for Element 1 (as based on "Reseller Sell Price per Year plus the cost of any management services and additional costs) will need to total less than £159m in order to ensure a compliant bid.</p>	15/02/18 14:00 GMT

		<p>please expand on its rationale for the value cap and how it expects service delivery to be commercially sustainable in this context.</p>	<p>The CCS Levy should then be applied to the “Total for Element 1” figure in order to give the “Total Offered Contract Cost for Element 1”. This will reflect Potential Providers’ final offer for this element.</p> <p>An updated Appendix E – Pricing Schedule has been attached with this document which now fully reflects costs before and after the application of the CCS Levy.</p> <p>Potential Providers should note that the Total Offered Contract Cost for Element 1 will be the figure used for evaluation purposes.</p> <p>Further to this, Potential Providers should note that there is no stipulation to outline the cost of CCS Levy for Element 2 and so the Total Cost for Element 2 should be inclusive of CCS Levy.</p>	
3	3.13	<p>Can you please assist with the following clarifications:</p> <p>1. With reference to Appendix D Clause, 3.13 can you confirm whether the 15-page limit applies to the full section i.e. Questionnaire 4 - Service Delivery or the individual questions i.e. 4.1 Reporting and Recording</p>	<p>To further clarify Appendix D - Response Guidance Section 3.13:</p> <p>Section 3.8 states that "Potential Providers are able to provide attachments against each question". Section 3.13 states that "the page limit on attachments is set at 15".</p>	<p>13/02/18 12:41GMT</p>

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		2. Can you confirm if attachments must following a prescribed naming convention?	<p>In line with this, I can confirm that the 15 page limit is with regards to your response per Question (e.g. you can submit an attachment with 15 pages for 4.1 AND 4.2, 4.3 etc).</p> <p>Whilst there is no prescribed naming convention for attachments, section 3.8 of Appendix D further clarifies that Potential Providers are asked to populate the "question text field" within the e-Sourcing Portal with "detailed references to relevant attachments or sections within their attachments".</p>	
4	1.6 (price cap	Please can you advise if the figure in question 1.6 - £159m - is inclusive of the CCS Technology Products 2 rebate fee?	As per response 2 above.	15/02/18 14:00 GMT
5	1.6 (price cap	Having worked through the commercials with Microsoft, factoring in the cost of the licences and the rebate payable to CCS it is apparent that the Pass/Fail question confirming the Total Contract Cost for Element 1 cannot exceed a £159m would result in an immediate sub-economic position without even considering the value-add required to successfully deliver this agreement.	As per response 2 above.	15/02/18 14:00 GMT
6	Timeline			

		<p>(We) would like to request an extension to the timetable of at least 4 days due to the volume of work required in preparing a response together with the later issue of the tender itself which has reduced the window for both clarifications and final response.</p>	<p>This contract cannot be completed without first being approved by Cabinet Office and HM Treasury. This spend approval process takes 28 days to complete. In order to obtain this approval, the Authority first needs to secure a firm contract price.</p> <p>The Authority wishes to complete this contract by the end of March 2018.</p> <p>The current timeline of procurement activity has been set in line with the time needed to obtain the necessary approvals before contract award. As such the Authority are unable to extend the bid submission deadline.</p> <p>Suppliers were made aware of the accelerated timeline of procurement activity for this event during a Supplier Engagement Webinar on 1st February 2018.</p> <p>The total number of days involved in this procurement has not changed from the original indicative timeline of events published to suppliers during this Webinar. The total number of days given for bid submission and clarification has therefore remained the same, albeit a different date.</p>	
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7		Do you require individual Trust reporting to be shared with each Trust alongside the consolidated monthly report?	No.	15/02/18 14:00 GMT
8	1.6 (Price Cap)	We assume the CCS RM3733 framework levy is to be applied to the £159m cost ceiling rather than included within it? To include it would risk the successful provider making a loss/leave no flexibility to provide a service.	As per response 2 above.	15/02/18 14:00 GMT
9		Can you confirm the exact start date for both element 1 and element 2 agreements and are there penalties if these dates slip?	We expect the Effective Date for both Element 1 and 2 to be 1 st April 2018, but this may be subject to change. No penalties will apply if the dates are slipped by the customer.	15/02/18 14:00 GMT
10		What options are there for accelerated payment terms?	Accelerated payment terms cannot be supported for this contract.	15/02/18 14:00 GMT
11		How will consumption of allocated licenses be measured by NHS Digital and how will it be shared and how is this communicated back to the partner?	We will monitor product usage through the Windows Analytics tool that each local organisation will be required to run as part of their agreement with NHS Digital to be part of the service. We will provide this electronically. We have not determined the precise mechanism at this point,	15/02/18 14:00 GMT

			but the minimum expectation would be via excel spreadsheet.	
12		What, if any, contractual incentives or penalties are there within the agreement to drive consumption and usage of licences by the Trusts? Can you share these and how will these be enforced?	There will be a Service Agreement between NHS Digital and any local organisation taking part in the service. The incentive for local organisations will be that they (a) receive free windows licensing and (b) they are part of the integrated cybersecurity umbrella for the NHS enterprise, giving them improved security. Organisations who do not meet the terms of their agreement will ultimately lose their licence allocations.	15/02/18 14:00 GMT
13		What level of Trust contact details will be provided to the successful VAR to facilitate rapid pro-active engagement with the Trusts? (for example will you be able to provide contact names and roles, contact email addresses, contact telephone numbers and physical addresses for each of the Trusts?)	This level of information is maintained on NHS Digital's own Customer Relationship Management (CRM) system and will be used to engage with the NHS in relation to this service. We envisage that VARs will have their own contacts as well.	15/02/18 14:00 GMT
14		Will all the Trust ODS database identifying numbers be provided at the successful VAR time of award?	Yes. The database is already downloadable from the URL provided in the procurement documentation.	15/02/18 14:00 GMT
15	Appendix B 9.2	9.2 states you will provide an API link from the ODS, please can you provide the technical detail of the API?	This will be provided at a later date.	15/02/18 14:00 GMT

16	4.2	4.2 states “How do you intend to work with local NHS organisations within the NHS Estate to assist in deploying MS10 Licences and optimising the functionality of such licences? “ , please can you clarify if you expect onsite deployment of OS or seeking assistance purely from a license delivery perspective?	We are not specifying either. It is for the bidder to propose how they would assist with the deployment as part of their overall service.	15/02/18 14:00 GMT
	1.6 (Price Cap)	Would crown commercial services consider a lower than 1% levy than usual under the RM3733 framework?	Unfortunately CCS are unable to consider a reduced levy for this requirement.	15/02/18 14:00 GMT
	1.6 (Price Cap)	We have considered the pricing provided by Microsoft. The reseller rebates Microsoft may provide, together with the 1% CCS framework levy, and the maximum 5 year price of £159m set by the Authority, means a total loss to any reseller of -£860,000 over the lifetime of the. In addition, Microsoft rebates are not guaranteed year on year, so this opens up a significant risk to any reseller. At present we cannot see that this is a commercially viable contract given the huge financial loss concerned.	As per response 2 above.	15/02/18 14:00 GMT
	1.6 (Price Cap)	Would the authority consider significantly raising the contract price cap of £159m?	As per response 2 above.	15/02/18 14:00 GMT

20	Timeline	<p>My we request an extension of a few days to the submission date. The tender was not released until late Monday afternoon, clarification answers are due back 2.00pm Thursday afternoon. This gives minimal time for responding to the tender once clarification answers are provided. In addition, para 5.3.3 states not to leave the entering of responses into the e-Sourcing suite until the day of the tender submission deadline. This will not jeopardise the timeliness of setting the contract up fully within and well before the end of March.</p>	<p>As per response 6 above.</p>	<p>15/02/18 14:00 GMT</p>
21		<p>Para 18.1 - Statement of requirements. Regarding 'Satisfactory delivery of the license keys/activation codes', can the authority clarify if this relates to delivery of license keys/codes to individual NHS organisation (in which case will invoicing take place as and when individual organisations access the agreement?), or when the license keys/codes become available for the agreement as a whole, and are delivered to the Authority for the entire license quantity of the requirement.</p>	<p>The licences are available to the Authority as a whole from the Effective Date (single central payment) but the allocation of the appropriate number to local organisations will take place when they join the agreement. So the successful bidder will be authorised to distribute licence keys from the effective date, but must then only issue them to local organisations when they have signed their NHS Digital Service Agreement and accepted the terms.</p>	<p>15/02/18 14:00 GMT</p>
22				<p>15/02/18 14:00 GMT</p>

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		Please can you confirm word / character limits for questions 4.1 to 4.5 in the Response guidance document. Do these limits apply to the attachments?	<p>I can confirm that there are no word/character limits to the responses to questions 4.1 – 4.5. Attachments are limited to 15 pages per response, per question. Word limits do not apply to attachments.</p> <p>Potential Providers should further be advised that where information is provided by way of response to the question in the e-Sourcing Portal, the text field here is limited to a number of characters. For this reason attachments are permitted.</p>	
23	6.3.1.2 (Appendix B)	Para 6.3.1.2 - Statement of requirements. Can the authority clarify what is meant by 'all data sets' and what those data sets are.	Any data set or report produced will need to reference to the ODS code. The point being made here is that the ODS code is a key mechanism to allow information to be correlated.	15/02/18 14:00 GMT
24	Licence Deployment	Throughout the response guidance and statement of requirement, reference is made to 'deployment of licenses'. Can we clarify that this means the deployment or allocation of actual licenses to individual organisation, or does it mean the actual deployment and installation of the Windows 10 software?	Local organisations are responsible for deploying product. NHS Digital is responsible for monitoring the deployment of product and providing details of deployments (by ODS code) to the successful bidder. The successful bidder will be responsible for allocating licences to local organisations, and providing a consolidated report of allocation/usage. We anticipate that the successful bidder will also offer additional services to support NHS Digital and local organisations with the acceleration of their	15/02/18 14:00 GMT

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			deployment and optimisation of the benefits of use of the product.	
25	Licence Deployment	Further to Clause 5.1.2 Scope of Requirement can you please define the Authority's expectation around the service requirements for deploying and optimising functionality of the MS10 Licences.	As per response 24 above.	15/02/18 14:00 GMT
26	Payment	How are NHS Digital intending to pay for the licensing? Eg. Single PO, invoiced annually?	Single PO invoiced annually in advanced	15/02/18 14:00 GMT
27	6.6.1 (Appendix B)	re: 6.6.1 Are we to assume NHS Digital don't need to licence themselves for Windows in their own local agreement as they would make use of the centrally purchased licence pool?	As well as managing the national service, NHS Digital is local organisation in its own right and would draw an allocation of licences from the national pool in the same way as any other local organisation.	15/02/18 14:00 GMT
28	8.1.1 (Appendix B)	re: 8.1.1 Can we get more information on what this commitment from the Authority includes?	The Authority will require individual local organisations joining the service to run Windows Analytics to report device details and windows software usage into an azure instance from which the authority will retrieve deployment data as part of the wider service. The bidder will not have to implement any parallel service to obtain deployment information.	15/02/18 14:00 GMT

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29	9.2 (Appendix B)	re: 9.2: What is a trust signing up for if they sign up to the Digital Service Agreement (eg. Do they have a committed timeframe to deploy claimed licenses, do they take a few at a time or do they need to licence the whole organisation, must they deploy ATP as a pre-requisite?	They will commit to an annual deployment profile for Windows 10, to implementing windows analytics and windows ATP within a specified period of time from signature.	15/02/18 14:00 GMT
30	7.1 (Appendix B)	Re: 7.1 Will the Authority or Microsoft provide information relating to which Trusts already hold Windows 10 licenses that expire within the month of contract signature?	Yes, this will be provided to the successful bidder. This will define our priority programme for novation into the new agreement.	15/02/18 14:00 GMT
31	Annex A	Re Annex A: Minimum Reporting Information requires tracking of Windows 7 deployments. Do we also need to track XP, or Windows 8 deployments?	NHS Digital will track and report XP, Windows 7, 8 and 10 deployments and share this information. There is no requirement of the bidder to track deployment information, only licence allocation information and map this to the deployment information provided by NHS Digital.	15/02/18 14:00 GMT
32	NHS Digital Services Agreement	Please provide more details on the NHS Digital Services Agreement and what the supplier's obligations in respect of this agreement between 3rd parties actually entail	As per response 29 above.	15/02/18 14:00 GMT

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33	NHS Digital Services Agreement	Can we see more details about the NHS Digital Service Agreement	As per response 29 above.	15/02/18 14:00 GMT
34		Re Price evaluation for element 1 - which figure will be evaluated for pricing? We expect Appendix E Pricing Schedule (1) tab 2, Cell N/O37 - i.e. 5 year total cost, please confirm	<p>Please see response to Question 2.</p> <p>The price evaluation for Element 1 will be based on the Total Offered Contract Cost for Element 1.</p> <p>This price should reflect the “Reseller Sell Price Per Year” for the required quantity of licences, over the five year contract duration, plus the costs provided for the necessary management services over the contract duration plus any additional costs appropriate to this contract and the CCS Levy.</p> <p>As it currently stands, Tab 2 (Element 1) Cell N/O 40/41 gives a sum total of the breakdown of costs associated with fulfilment of this contract over the 5 year term.</p>	15/02/18 14:00 GMT
35	Timeline	We request a deadline extension to at least 23/02/18, preferably week following. The bid window has already been shortened from the original window laid out on the supplier briefing, significant new requirements have been added, including new & substantial supplier risks and obligations. Any responsible provider needs to	<p>Please see response to Question 6.</p> <p>Suppliers were made aware during the Supplier Briefing Webinar that the number of days from publication to submission was 7 working days. This has not changed, neither has the number of days dedicated for the clarification period.</p>	

		go through appropriate diligence and governance and sign off to bid for such a requirement, and 5 working days is in our view, a completely inappropriate and rushed bid window for a contract of this scale, strategic importance and value.		
36		Please can you confirm what information the Authority will provide to assist the provision of Key Milestone No. 1.	The Authority will provide the list of agreements, contact names and emails. These will have been pre-validated and the contacts pre-warned to expect contact on this matter.	15/02/18 14:00 GMT
37	Timeline	In light of a number of uncertainties regarding the contract value threshold, could the Authority please consider providing an extension to the submission deadline.	Please see response to question 6.	15/02/18 14:00 GMT
Responses to late clarification questions				
38	1.6	With regards to the pricing schedules, when completing these with the pricing for the products, the totals come to above the £159m cap (not including the CCS Levy). We have been informed my Microsoft that there will be a credit in year 1 of just over £3m. Can	Potential Providers should note that with regards to the Pricing Schedule, the Overall Price for "Total Element 1 <u>WITHOUT</u> application of CCS Levy" will be the figure looked at when considering compliance with the price cap.	15/02/18 16:20 GMT

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		the pricing schedules be modified to take account of this credit?	<p>The Overall Price for “Total Offered Contract Cost for Element 1” will be the price upon which this contract is formed (your offer for Element 1) and therefore the price used during the commercial evaluation outlined in Appendix D – Response Guidance Questionnaire 5, Question 5.1.</p> <p>Please find attached a diagram to further clarify this.</p> <p>Please note that pricing schedules can be modified to account for any credits provided from Microsoft.</p>	
39		Regarding Appendix E – Element 1: Are NHS Digital themselves taking part in this agreement from the start?	NHS Digital will take part in the agreement as a local organisation in the same way as other local organisations.	16/02/18 10:30 GMT
40		<p>Regarding Appendix E – Element 2:</p> <p>On rows 26 – 29 the part number given is the same, however, there are two variations of description:</p> <ul style="list-style-type: none"> • DFG-00005 DynCRMONlnBasic ShrdSvr ALNG SubsvL MVL PerUsr 375 	The products and quantities provided in the list for Element 2 are a snap shot of the current estate and are used for indicative purposes only. These are subject to change prior to commitment to Microsoft.	16/02/18 10:30 GMT

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	<ul style="list-style-type: none"> • DFG-00005 DynCRMONlnBasic ShrdSvr ALNG SubsvL MVL PerUsr 15 • DFG-00005 DynCRMONlnEnt ShrdSvr ALNG SubsvL MVL PerUsr 38 • DFG-00005 DynCRMONlnEnt ShrdSvr ALNG SubsvL MVL PerUsr 5 <p>Neither description given actually matches the description from the Microsoft pricelist:</p> <p>Part No. Item Name DFG-00005 Dyn365ECstEngPln ShrdSvr ALNG SubsvL MVL PerUsr 500-999Usrs</p> <p>Is NHS Digital aware of this and is the requirement across all four lines actually for what we have provided from the pricelist above?</p>	<p>The Authority accepts that these four line items have been updated to a newer version and therefore in order to avoid further discrepancies will omit these four line items from the pricing evaluation for this Element.</p> <p>Potential Providers are therefore advised not to provide pricing for lines 26 – 29 (inclusive) of Tab 3 – “Element 2 – LSP Agreement”.</p>	
41	<p>Do the SQL licenses included in the bill of materials represent NHS Digitals entire SQL install base?</p>	<p>The products and quantities provided in the list for Element 2 are a snap shot of the current estate and are used for indicative purposes only. These are subject to change prior to commitment to Microsoft.</p>	<p>16/02/18 10:30 GMT</p>
42	<p>Can NHS Digital please confirm what products and quantities are under their current Enterprise Agreement?</p>	<p>See response to Question 41</p>	<p>16/02/18 10:30 GMT</p>

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43		<p>Please see the below:</p> <p>Tab 1 – Total Contract Costs</p> <p>Cell S3</p> <p>Formulae ='Element 1 - Microsoft ESA'!N37</p> <p>All preceding cell formulae's reference Row 40 (D40, F40, H40, J40 & L40 including CCS Levy) but this total N37 omits the Levy.</p> <p>This results in a false contract value and liability for the LSP to pay the CCS Levy and supply an invalid bid</p>	<p>An error has been identified in Pricing Schedule v2 as follows:</p> <p>** The Total Contract Cost for Element 1 as calculated in Tab 1 - Total Contract Costs is pulling through the price for Year 5 without consideration of the CCS Levy for that year. **</p> <p>Please be advised that the total Contract Cost for Element 1 should include the CCS Levy.</p> <p>An updated Appendix E - Pricing Schedule (v3) is attached with this error now rectified.</p>	19/02/18 10:39 GMT
44		<p>How should the Microsoft Credit be reflected in Appendix E – Pricing Schedule?</p>	<p>Please be advised that the Pricing Schedule can be modified to take in to consideration any Microsoft Credit.</p> <p>You may wish to reflect this credit in the “Additional Cost” section (potentially as a minus figure for calculation purposes). Alternatively you may wish to reflect this in your “Sell” Price.</p>	19/02/14:00 GMT
45		<p>It has been advised that pricing for the following items is unavailable due to a potential update:</p>	<p>The products and quantities provided in the list for Element 2 are a snap shot of the current estate and are used for indicative purposes only. These are subject to change prior to commitment to Microsoft.</p>	19/02/18 14:00 GMT

		<p>DJV-00001 DynCRMOnlnNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs (2)</p> <p>DFG-00046 DynCRMOnlnPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr (218)</p> <p>DJR-00001 DynCRMOnlnProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs (2)</p> <p>DJZ-00001 DynCRMOnlnStorage ShrdSvr ALNG SubsVL MVL AddOn (150)</p>	<p>The Authority accepts that pricing for these four line items have been updated to a newer version and therefore in order to avoid further discrepancies will omit these four line items from the pricing evaluation for this Element.</p> <p>Potential Providers are therefore advised not to provide pricing for lines 30 – 33 (inclusive) of Tab 3 – “Element 2 – LSP Agreement”.</p>	
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