



Draft Statement of Requirements for Category 1 – Microsoft Licensing Solutions Providers

For the establishment of a Whole of Government Software Licensing and Services (SLS) Panel

[Note; this document is a draft statement of work for Deliverables sought from Microsoft Licensing Solutions Providers (LSPs) who will be invited to respond to an RFT to establish a Panel of LSPs. DTA reserves the right to amend this SOR as the RFT is developed. Certain sections of the document including the Background will be removed from the statement of work in the final RFT, and other sections including the definitions will be amended for consistency with the Head Agreement.]

Digital Transformation Agency



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Version: 1701

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1 Overview

1.1 Glossary of Terms used in this Statement of Requirements

Any defined terms that are not included in the following table have the meaning given to them in Schedule 1 of the Head Agreement.

Term	Definition
Cost Centre	Individual reference to a Customer's team or section's funding source as nominated by a Customer.
Essential Requirement	means a mandatory requirement of the Request for Tender, which is a prerequisite for being considered for inclusion as a Panellist for LSP on the SLS Panel.
Licensing Solutions Provider (LSP)	The LSP is an entity who is authorized to enter into contracts in Australia as an agent of Microsoft, and to provide services relevant to the provision of Microsoft Software products to Customers.
LSP Deliverable	means a Deliverable that is offered under Category 1.
Microsoft Product	means any item listed in a Microsoft Product List, and includes Microsoft Software Assurance Benefits.
Microsoft Software Assurance Benefits (SABs)	means benefits granted to the customer by Microsoft in relation to licences for Microsoft Products granted to a Customer.
Microsoft's Volume Licensing Service Center	means the Microsoft on-line licence portal as provided by Microsoft to the customer

1.2 Background

The DTA intends to establish a Whole of Australian Government (WoAG) Software Licensing and Services Panel (SLS Panel), and is inviting interested parties to submit a Tender for the provision of one category of Deliverables under this Panel (Category 1), being Microsoft licencing support and provision services from a Microsoft Licensing Solutions Provider (LSP). The DTA reserves the right, at its discretion, to add additional Panellists and Deliverables to the SLS Panel relating to this Category or additional Categories.

Due to Microsoft's business model not allowing direct sales, Customers need to obtain assistance from an LSP to transact Microsoft purchases and renewals, on the terms and pricing offered to them by Microsoft. For some Customers (such as non corporate Commonwealth Entities), the DTA is responsible for negotiating, and ongoing management of, the applicable terms and pricing through the WoAG Microsoft Volume Sourcing Agreement (VSA). Other Customers (such as Government

Business Enterprises and State and Territory Entities) will negotiate directly with Microsoft for terms and pricing.

Tenderers responding to this RFT must be an LSP (or be appointed as an LSP prior to the Category 1 Commencement Date) who is authorised to enter into contracts as a Reseller for Microsoft, and to provide services (referred to as 'Deliverables') relevant to the provision of Microsoft Software Products to Customers. The LSP's role will be to:

- a. provide Deliverables to Customers; and
- b. if a Customer wishes to procure Microsoft Software Products, create a Contract between the Customer and the LSP for the provision of the Deliverables. The Contract will include the supply of Deliverables by the LSP and the supply of Microsoft Products by the LSP as agent of Microsoft.

The Head Agreement included in this RFT will provide for the supply of:

- a. reports and other services to the DTA;
- b. Deliverables required by an Entity who is considering entering into a Contract in respect of Microsoft Products (referred to as Pre-Purchase Deliverables); and
- c. Deliverables which must be provided to any Customer who has entered into a Contract.

The Charges regime specified in the Head Agreement will contain obligations that the LSP must comply with to ensure Microsoft Products are supplied to the Customer on the terms of the VSA, or other Microsoft terms applicable to a Customer.

The DTA intends to add additional Categories of Deliverables to the SLS Panel, and additional Panellists, via further approaches to the market.

1.3 Summary of Services

- a. Provision of services (Deliverables) relating to the procurement by Entities of Microsoft Products, such as licensing advice, quotations, invoicing, licence key distribution, renewal advice and compliance support.

2 Services

2.1 Essential Requirements

- a. It is an Essential Requirement that the Tenderer provides a statement, and a letter from Microsoft, in its Tender that it is authorised by Microsoft as a LSP at the time that the Tenderer submits its Tender, or that the Tenderer states in its Tender that it has reasonable grounds to believe that it will be able to provide such a letter before the Category 1 Commencement Date and then provides that letter to the DTA before the Category 1 Commencement Date. If the Tenderer fails to meet this Essential Requirement, the Tenderer will not be eligible to become a Panellist.

2.2 Important Requirements

- a. The Charges proposed in a Tender for the Deliverables must consist of a Mark Up to the Charges payable by a Customer for the Microsoft Products under the VSA or other applicable Microsoft terms. The term 'Mark Up' refers to an amount calculated as a percentage of the Channel Buy Price, or other amount, payable for Microsoft Products under the VSA or other applicable Microsoft terms. The Tenderer must not propose any additional Charges (including any Service Prices). All Deliverables offered by the Tenderer must be supplied within the Mark Up quoted by the Tenderer in the Price Schedule Attachment provided with its Tender. All services required to be provided by a Tenderer in respect of a Deliverable must be included in the Mark Up. The Tenderer must not charge a Customer more than the Mark-up for provision of any Deliverables.

The Mark Up:

- i must only be payable if Microsoft Products are purchased by an Entity; and
 - ii must not be payable (and no alternative cost must be charged) for the provision of Pre-Purchase Deliverables to Entities (including if a quote is not accepted or a Pre-Purchase LSP Deliverable does not lead to a purchase).
- b. DTA is seeking to identify one or more LSP(s) to provide LSP Deliverables in accordance with the terms and conditions of the draft Head Agreement. The Deliverables comprise both Basic and Additional Value Add LSP Deliverables described below.
- c. The Tenderer should provide a demonstrated economic benefit for the Australian economy. Tenderers should describe the extent to which their proposed Deliverables will:
 - i use employees and other resources within Australia;
 - ii use Australian suppliers and subcontractors;

- iii create any education or workplace opportunities within Australia;
- iv result in the payment of monies that will be retained within Australia; or
- v lead to any other consequences that will benefit the Australian economy.

2.3 Basic LSP Deliverables

- a. DTA requires the Tenderer to be able to provide the following Basic LSP Deliverables to Entities whether a Contract exists or not (as Pre-Purchase Deliverables or Deliverables provided under a Contract):
 - i provide pricing to DTA and Entities in relation to Microsoft Products including, when requested, an estimated price for each of the licence and the Microsoft Software Assurance Benefit components;
 - ii provide the current Microsoft Products' price list to DTA within the first [to be negotiated] Business Days of each month;
 - iii provide the current Microsoft Products' price list to Entities on request, within [to be proposed by Tenderer] Business Days;
 - iv provide information to DTA about the licences and Microsoft Software Assurance Benefits (SABs) for Microsoft Products held by Entities;
 - v provide information to specific Entities about the licences and SABs for Microsoft Products held by that specific Entity;
 - vi support DTA and Entities with the Microsoft renewal and true-up processes by providing the assistance and relevant information necessary to complete these processes;
 - vii ensure DTA and Entities are made aware, within [to be proposed by Tenderer] Business Days of Microsoft making a public announcement about Microsoft licensing changes or enhancements;
 - viii provide quotes in a format approved by DTA and that may include at a minimum:
 - A the Microsoft Product description (including both Software and SABs);
 - B the Microsoft Product Code (SKU);
 - C the quantities required by the Entity;
 - D the price for that Microsoft Product, exclusive of GST and rounded down to 2 decimal places;
 - E the price of the quote, exclusive of GST; and
 - F the price of the quote, inclusive of GST;

- ix provide written quotations within [to be proposed by Tenderer] Business Hours of a request;
- x provide accurate invoices for Deliverables in accordance with the Head Agreement, receive payment of correctly rendered invoices; and pay to Microsoft the Channel Buy Price included in the Charges invoiced to Customers;
- xi manage the completion and delivery of Microsoft contract documents (e.g. enrolment forms) upon request;
- xii provide reports of Microsoft licensing and SABs within [to be negotiated] Business Days of a request. The report must be in a format approved by DTA which may include at a minimum:
- xiii provide accurate statements of the Microsoft licences and SABs held by any Entity;
- xiv report on any Entity's Software Assurance and licence expiry dates;
- xv provide cost reports for any Entity including Cost Centre breakdowns, where Cost Centre information has been provided by the Entity (to identify the Microsoft Product costs relevant to each Cost Centre);
- xvi provide assistance, including any documentation required by DTA, Microsoft or the relevant Entity, with licence acquisition or divestiture, and financial year annuity forecast for budgeting upon request;
- xvii provide a licensing Head Agreement Account Manager to provide regular support services to DTA and Entities (including but not limited to interpretation of Microsoft licensing rules and requirements);
- xviii provide a proposed support structure including number of personnel to assist with the provision of the Deliverables, provision of reports and general queries from DTA and any Entities seeking Deliverables;
- xix support and assist Entities transitioning between LSPs, by cooperating with other LSP(s) and providing information requested by the Entity or DTA within [to be proposed by Tenderer] Business Days of the request (i.e. provision of required transition of LSP documentation and transfer of Deliverables relating to an Entity's current licences and SABs);
- xx provide access to online licensing portals (e.g. Microsoft's Volume Licensing Service Center) to nominated Customer representatives as requested by the Customer;
- xxi provide DTA or Entities with a report on request which specifies the people who are authorised by the LSP to access the online licensing portals;
- xxii provide licence keys and related Software Product activation information within [to be proposed by Tenderer] Business Hours of a request;

xxiii activate all SABs to Customers so entitled, and; and if requested provide to the Entity information about the SABs, including a report on the Entity's SABs consumption, and work with the Entity to ensure the SABs are appropriately used;

xxiv provide a monthly transaction report of all Contracts placed by DTA and Entities. The report must be in a format specified by DTA and at a minimum the reports may include:

- A the name of the Entity;
- B the date the Contract was executed;
- C the value of the Contract, inclusive of GST;
- D the equivalent Government estimated retail pricing for that Contract, inclusive of GST; and
- E the discount representing the difference between Microsoft's standard government pricing and the applicable discounted price as negotiated between the Customer and Microsoft (as specified in the VSA or other applicable Microsoft contract);

xxv provide a monthly activity report to DTA, which consists of the response times achieved for all Deliverables for that month including but not limited to:

- A issued or request raised by DTA or an Entity;
- B date that the issue or request was raised with the Contractor;
- C the length of time elapsed since the issue or request was raised with the Contractor;
- D the actions taken by the Contractor to remedy the issue or respond to the request;
- E the date the issue was resolved, or is expected to be resolved (as applicable) or the date the request was responded to.

2.4 Additional Value Add LSP Deliverables.

- a. The Tenderer may propose Additional Value Add LSP Deliverables within the Mark Up quoted by Tenderers, for DTA to consider. For example, these may include (but are not limited to) help desks, onsite support, further benefits related to the redemption of Microsoft Software Assurance Benefits, software asset management, media management, deployment services, discounts, rebates etc.
- b. The provision of Microsoft Premier Support Services is specifically out of scope for this RFT but may be requested in future market approaches (including as part of an additional Category of Deliverables).

- c. The Tenderer should provide options for innovative value add services (example: live access to subscription consumption data via API or interactive dashboard etc.).
- d. The Tenderer should contribute to the government innovation agenda and innovation initiatives (i.e. innovation fund, sharing of innovation, proof of concept support, research, training/secondment opportunities etc.)