

GREATER LONDON AUTHORITY

[REDACTED]
(By email)

Our Ref: MGLA301018-6422

20 December 2018

Dear [REDACTED]

Thank you for your request for information which the Greater London Authority (GLA) received on 30 October 2018. Your request has been dealt with under the Freedom of Information Act 2000.

You requested:

- 1. Complete scans of all contracts with companies which currently provide telecommunication and internet services for the City Hall;*
- 2. a) Complete information about the salary and all other forms of income and remunerations received as earnings by the City Mayor in the year 2017; and
b) Complete information about individual salaries and all other forms of income and remunerations received as earnings by the members of the London Assembly for the year 2017.*

Please find attached and below the information that we hold within the scope of your request

Complete scans of all contracts with companies which currently provide telecommunication and internet services for the City Hall

Please see attached documents.

Unfortunately, we have not been able to release the information in full. Two of the documents contain detailed pricing schedules. This information being withheld under section 43 (2) (Commercial interests) of the FOIA.

Section 43(2) provides that information can be withheld from release if its release would, or would be likely to, prejudice the commercial interests of any person, including those of the GLA.

A commercial interest relates to a person's ability to participate competitively in a commercial activity and in this instance, the information is commercially sensitive to both the companies involved and to the GLA and is being requested at a time when the GLA is retendering this contract. Publication of this information prior to the contracts being secured may prevent the GLA from achieving the best value in a tender process.

Section 43(2) constitutes a qualified exemption from our duty to disclose information under the FOIA and consideration has to be given as to whether the public interest favouring disclosure of the information covered by this exemption outweighs the public interest considerations favouring maintaining the exemption and withholding the information.

The GLA recognises the legitimate public interest in the release of information relating to the use of public money.

In balancing the public interest in disclosure, we consider the greater good or benefit to the community as a whole if the information is released or not. The 'right to know' must be balanced against the need to enable effective government and serve the best interests of the public. In this case, it is felt that the public interest is best served by ensuring that the GLA achieves value for money in securing contracts. The public interest would not be met if the GLA released information that would result in the expenditure of further public money. Disclosure by the GLA would be likely to have a detrimental effect on the procurement of services.

I have also made some minor redactions of personal details which are exempt from disclosure under s.40 (Personal information) of the Freedom of Information Act.

Complete information about the salary and all other forms of income and remunerations received as earnings by the City Mayor in the year 2017

The Mayor's salary was £145,350 as at Jan 2017 and then increased with the pay award in April 2017, so at Dec 2017 was £146,804 and then rose again in April 2018 to £149,740.

The Mayor's expenses, register of interests & gifts/hospitality are all published at <https://www.london.gov.uk/people/mayoral/sadiq-khan>

Complete information about individual salaries and all other forms of income and remunerations received as earnings by the members of the London Assembly for the year 2017

The Member's salary was £55,713 as at Jan 2017 and then rose in April 2017, so at Dec 2017 was £56,270 and then rose again in April 2018 to £57,395.

The Statutory Deputy Mayor's salary was £100,180 as at Jan 2017 and rose in April 2017, so at Dec 2017 was £101,182 and then rose again in April 2018 to £103,205.

The Chair of the Assembly was £66,830 as at Jan 2017 then rose in April 2017 so at Dec 2017 was £67,498 and then rose again in April 2018 to £68,848.

The expenses, register of interests & gifts/hospitality are all published at <https://www.london.gov.uk/people/assembly>

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA301018-6422.

Yours sincerely

Ruth Phillips
Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

Specification of Requirements

for provision of

Fixed line telephony for the Greater London Authority.

Document Change Control

Version 1.1

Version No.	Author	Date	Summary of Changes
0.1		22/09/2006	Initial draft
0.2		02/10/2006	General alterations
0.3		23/11/2006	Editorial changes
0.4		7/12/2006	Editorial changes
1.0		20/12/06	Version to Issue
1.1		25/01/2007	Final ammendments

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1. Introduction

1.1 Scope of the tender

- 1.1.1 The Greater London Authority (GLA) is currently looking to secure a contract for the provision of fixed line telephony at City Hall.
- 1.1.2 The contract will be for a period of 36 months, with an option to extend for one further period of up to twelve months.
- 1.1.3 The GLA also requires tendering companies to make provision for taking ownership of the DDI Number range 020 7983 4000-6600.

1.2 Procurement Procedure

- 1.2.1 The procurement will be conducted under the Catalist framework agreement and the standard Catalist terms and conditions (as amended by the Special Terms attached at Schedule 3) will form the basis of the agreement with any additional clauses being agreed as a result of the contract clarification process. The Special Terms noted above will be issued to tenderers in due course.

1.3 Proposals Evaluation

- 1.3.1 The GLA ensures that proposals evaluation is carried out in a comprehensive, equitable, auditable and transparent manner. An evaluation panel will be established to evaluate the proposals. To ensure fairness the criteria and method are clearly defined beforehand. For details on the criteria and accompanying weighting, please refer to Appendix B

1.4 Contract Management

- 1.4.1 The GLA requires the service provider to deliver a service that is flexible and able to respond to changes imposed upon the GLA by legislation, other guidance, and as a result of risks identified within the workplace. The service provider will ensure that the best interests of the GLA are served at all times and that the service provided takes into account all revisions to good professional practice as approved from time to time by the appropriate controlling bodies.
- 1.4.2 The service provider shall at all times observe and comply with statutory requirements and the requirements of statutory authorities and Government departments applicable to the provision of the service and all Standing Orders, Rules, Regulations and Instructions of the Authority.
- 1.4.3 All contract management information must be recorded and maintained by the service provider for audit and inspection by the Authority.

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- 1.4.4 Neither party shall disclose to any other party any information in connection with the provision of the service nor any information contained in the agreement without the written consent of the GLA and service provider, except as may be required by law.
- 1.4.5 The service provider must take all reasonable steps to protect the personal and contract management information with regard to security, confidentiality, storage and disposal.
- 1.4.6 The service provider shall neither dispose nor part with possession of any material given to the service provider by the GLA pursuant to the agreement other than in accordance with the express written instructions of the Authority.

2. Background

The GLA has approximately 700 staff spread over a single nine-storey building, City Hall, London, SE1 2AA.

- 2.2. Between 2000 and July 2002, the GLA was located at Romney House, London SW1. The 020 7983 4000 – 6600 number range was brought into service by the then incumbent supplier. When the GLA moved to City Hall in July 2002, the telephony services supplier changed and it was the intention that the new supplier should take ownership of the above range of numbers. However, this has not taken place and the current telephony service to City Hall takes place via a divert facility operated by OGCBS (MTS). As part of this mini-competition exercise, the GLA requires that the service provider take full ownership of the above range of numbers.
- 2.3 The current service provider provides 2600 exchange lines, and 4 ISDN 30/30e providing 120 channels.
- 2.4 The table below indicates the number of calls, duration and revenue for each call tariff, garnered from the main incumbent, for a typical 12-month period.

Type of Call	No. Of Calls	Duration	Call Cost
Local	315,956	18965:50:28	
National Short	11,176	731:56:08	
National Long	27,784	1852:02:20	
International	3,944	254:52:20	
Other (inc to Mobile)	181,752	7825:49:40	
TOTAL	540,612	29630:30:56	£ 72,225.96

- 2.5 The Authority's preference is for the service at City Hall to be routed through the service provider's own network. However the GLA will listen to proposals that use alternate, third party, routings provided:
- Service management and resilience and security will not suffer as a result.

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- ii. The GLA will only have a contractual relationship with a single service provider.

2.6 All statistics given in this document are based on current needs and are indicative only and the GLA does not provide any guarantee or warranty as to the volume of services required. The volume of calls may fluctuate in accordance with the needs of the service and under-utilisation in one area may be compensated for by an increase in another. Also, the present mix of services may alter due to changes in guidance from governmental and non-governmental bodies.

3. Statement of Requirement

3.1 General – service provider Information

- 3.1.1 Provide:
 - i. The most recent Annual report and audited accounts for the last two years.
 - ii. Company registration number and address
 - iii. VAT registration number

3.2 Legislation/ Policies

- 3.2.1 Describe any features of your service that will assist the GLA in meeting the requirements of the Disability Discrimination Act (2004).
- 3.2.2 Provide details of your Public Liability Insurance policy. The GLA requires a minimum of £5 million public liability cover for any of its sites. Please enclose a photocopy of your insurance certificate.
- 3.2.3 Provide details of your professional indemnity insurance. The GLA requires a minimum of £2 Million professional indemnity cover. Please enclose a photocopy of your insurance certificate.
- 3.2.4 Provide details of your employers liability insurance.
- 3.2.5 If your proposal includes the provision of “products”, please provide details of your product liability insurance.

3.3 Security

- 3.3.1 Supply details of all network security features both standard and optional.

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- 3.3.2 Provide in detail the steps, procedures and services available to detect and prevent fraud or misuse of the telephone network, including emergency escalation procedures for billing queries. State the process and response times to alert the GLA and deal with suspected fraudulent use whether internally or externally instigated.
- 3.3.3 Provide details of any industry recognised security accreditations applicable to the proposed service provision to the GLA, for example ISO27001:2005.

3.4 Account Management

- 3.4.1 Please provide an organisational chart specific to the personnel assigned to accomplish the Account Management work called for in this mini-competition. This must include the name, designation and contact details of the Account Manager who will be assigned to the GLA and the same details for individuals to whom the GLA can escalate to.
- 3.4.2 Provide a narrative description of the organisation and illustrate the lines of authority of the project team who will work on the contract.
- 3.4.3 Provide the qualifications, experience and responsibilities of the Key Staff proposed for the GLA contract.
- 3.4.4 Indicate number and size of other accounts handled by Key staff.
- 3.4.5 If key staff are less than 100% designated to the GLA account, please indicate the number and size of other accounts they would be expected to handle concurrently and how much of their time would be dedicated to Greater London Authority.
- 3.4.6 List and describe any other forms of support for management of major accounts.

3.5 Technical Capacity

- 3.5.1 Describe your previous experience of managing this type of contract, setting out the general approach and technical stages involved (and set out the approach and provide a track record in terms of approach, technical ability and implementation for this type of contract).
- 3.5.2 Provide details on procedures/policies for ordering new lines/equipment. Details should include lead-time, and minimum order costs, for each type of line. Please detail for both voice and data lines.

3.6 Network Carriers

- 3.6.1 Provide full details of your own network for call provision, including details of any third parties used to provide services from your network into customer sites.
- 3.6.2 Provide details of the scalability of the network/networks proposed.
- 3.6.3 Describe how your network/s would respond to changes in traffic, and geographic location. As an example, on 7 July 2005, the London telephone network appeared to become saturated in the immediate aftermath of the terrorist attacks. Describe how would you deal with a similar event, bearing in mind the GLA's role as the regional authority. Please advise if Preferential Network Access could be provided.
- 3.6.4 State the amount of resilience designed into your proposed solution, including the number of potential points of failure.
- 3.6.5 State the percentage utilisation of your network infrastructure that will be required to support GLA traffic volumes.
- 3.6.6 If compression is proposed to be used, please state the compression rate and the category of calls it will be applied to.

3.7 Connection to network

- 3.7.1 The Authority's preferred method of connection to the network to be via direct access from its main network location. For the avoidance of doubt the service provider's responsibility will be up to and including the Network Termination Point (as defined in BS6701: Part 1 1986, as amended from time to time). (The service provider must provide the appropriate number of RJ45 connections for the GLA to connect its PABX to.)
- 3.7.2 A method statement (including a high level network diagram) containing full details of proposed access methods must be included within the submitted proposals. In the case of proposals to use Carrier Preference Service (CPS), or third parties networks, the service provider must indicate the capacity they have with all other PTO's. Service providers must also provide evidence of their business relationship with their own network service providers. In particular this statement should cover the following elements:
 - i. Any Service Level Agreement in place with their own service provider, providing a copy of that SLA with their response. Service providers must indicate the process for reporting and fixing faults on circuits provided by such means;

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- i. the amount of capacity they have with other PTO's must be identified for every point of ingress and egress between their network and that of all other PTO's with whom they interconnect;
 - iii. further detail and evidence of their business relationship with their respective network service providers; and
 - iv. details of the space and infrastructure requirements for service provider's equipment.

3.8 Incoming services

- 3.8.1 The GLA does not envisage any changes will be made to the incoming services numbers as the main geographical numbers and DDI ranges are now long established and publicised. However service providers must supply costs and methodology for replacing the existing circuits with their own and porting the existing DDI number ranges numbers across to their own network. Service providers must also indicate whether the DDI ranges (020 7983) 4000 to 6600 are available and could be ported. In the case of number portability all issues associated with this approach must be explained, including, but not limited to;
- i. portability options;
 - ii. porting methodology;
 - iii. timescale for porting. The GLA would require any number/geographic porting to be completed within 4 weeks of commencement of services;
 - iv. impact and implications for GLA Technology Group staff and users;
 - v. continued/long term ownership of the numbers and ranges; and
 - vi. procedure to be undertaken in respect of faults between the original number owner and the network to which the number is ported.
- 3.8.2 Service providers are requested to provide a statement that covers each element of incoming services and directly responds to points i to vi within the above statement. Any information provided within this statement must directly link to the pricing submitted within the pricing schedule.

3.9 Quality Assurance

- 3.9.1 Describe the quality assurance and audit arrangements and provide a detailed quality audit plan.

- 3.9.2 Summarise any quality management systems that you that will apply to the service provision to the GLA. Such as, BS5750 / ISO 9000 / EN29000. Please enclose photocopies of relevant certificates.

3.10 Pricing

- 3.10.1 Describe any price monitoring that you carry out (eg. market prices, competitor prices etc) and whether / how frequently any price adjustments will be passed on to the GLA.
- 3.10.2 Please state the discounts available, if any, for different lengths of contract. The initial contract will be assigned on a minimum basis of 36 months. Discounts for extended contracts should be detailed explicitly.
- 3.10.3 Provide details of any penalties incurred for early cessation of the contract, or part thereof - detailed for all lines / services offered.
- 3.10.4 Provide call tariff structures, and their relation to call volumes, and any special rates for calls to mobile networks.
- 3.10.5 Provide line rental tariffs, and their relation to required numbers of lines.

3.11 Invoicing, Reporting And Services

- 3.11.1 Provide full details of your approach to invoicing, together with an example of a typical invoice. Details should be included on the increments by which calls are charged, such as per second, per minute.
- 3.11.2 Confirm that it is possible to issue individual bills to identified GLA addresses, but also provide a master analysis of all calls to a central point.
- 3.11.3 Provide full details for both direct and indirect PSTN calls that cover at least the following charge bands:
- i. Local
 - ii. National
 - iii. International (broken down by country)
 - iv. Non geographic codes
 - v. Special services
 - vi. Directory Enquiries
 - vii. Operator Services
 - viii. Mobile Networks (broken down by Carrier)
 - ix. ISDN data / videoconferencing calls
- 3.11.4 Additionally service providers will be required to provide access to a web based tool that can provide graphical and statistical information on the following:

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- i. All ISDN channel usage throughout the day, week and month(s)
 - ii. Times of the day the circuit channels are at its lowest, medium and full capacity, (graphical and statistical)
 - iii. Break down of all numbers dialed including; Local, National, international, mobile and premium rate numbers dialed. Daily, Weekly, Monthly, yearly (graphical and statistical)
 - iv. Stats/Information on highest dialed numbers from the organization on a daily, weekly and monthly basis.
- 3.11.5 The tariff listing should be in terms of pence per second with any minimum call costs or call set up costs clearly stated, exclusive of VAT, and shown in the following format: Ex.xxx, eg £0.042
- 3.11.6 Describe any volume discount schemes that would be applicable (eg. to frequently dialled numbers).
- 3.11.7 Detail line rentals and set up costs for at least the following types of line (Schedule 2 – Pricing Model)
- i. Analogue
 - ii. ISDN 30/30e
 - iii. Private circuits: Megastream
- 3.11.8 Where available, provide full details including sample documents for all advanced billing services, e.g.
- iv. CD Rom bills
 - v. Cost Centre billing
 - vi. Itemised extension billing
 - vii. Analysis of numbers dialled
 - viii. Trend analysis
- 3.11.9 Where specific software packages are required to interpret electronic bills, confirm that this software, together with all future updates, will be supplied to GLA free of charge. Details of user training provided, and any associate costs, should be clearly stated, though it is expected that this will be supplied free of charge. Please detail the formats that this information will be provided in (e.g. .csv)
- 3.11.10 Please state whether your billing analysis software allows telephone numbers to be replaced with names.
- 3.11.11 Can your billing information permit analysis of inter-site traffic i.e. would GLA be able to establish the volume & cost of calls made between its own premises (e.g. temporary offices outside City Hall)
- 3.11.12 State and describe your capability to profile and analyse incoming and outgoing calls. The GLA would consider this a useful security tool to measure, for example, where calls vary from the “normal” profile.
- 3.11.13 Indicate what steps your company takes to ensure billing accuracy

and the processes in place to resolve queries and billing errors.

- 3.11.14 State whether your service provide 'Call diversion' facility
- 3.11.15 State whether your service provide 'Conference Call' facilities
- 3.11.16 State whether your service provide 'Call Barring' facilities
- 3.11.17 State whether your rates include 'operator services'
- 3.11.18 State whether your rates include calls made to 084X prefixes
- 3.11.19 State whether you offer Caller Line Identification for incoming calls, and have the ability to restrict this option for outgoing calls.
- 3.11.20 Describe the standard network services offered by your organisation, for example call minding.
- 3.11.21 Service providers must indicate the frequency of their billing and the payment terms they would expect to have adhered to. Service providers must also state their policy on disconnection of services in the event of any late payment of invoices.

3.12 Business Continuity Services

- 3.12.1 Service providers must have the ability to assist in the provision of Business Continuity. This would be defined as a minimum to have the ability to forward individual extension numbers, blocks of the number range, or the Authority's whole number range to its designated Disaster Recovery site.
- 3.12.2 Describe your Business continuity/Disaster Recovery Plans for any areas which may affect the services delivered to the Authority. These plans should incorporate possible scenarios including terrorist attacks or natural disasters.

3.13 Incident Management

- 3.13.1 The GLA will expect the chosen service provider to manage incidents by following the guidelines set out in the Technical support and maintenance agreement Schedule 1.
- 3.13.2 The GLA requires service providers to indicate their compliance, providing detail where appropriate. To assist a requirements catalogue has been provided in the technical support and maintenance agreement in schedule1.
- 3.13.3 Any additional charges required for out of hours coverage should be identified. Where a third party is used to provide problem resolution, detail name, service level agreement and the third party's experience of serving customers with similar requirements to the GLA.

3.14 Consultancy Services / Cost Reduction

- 3.14.1 State what services are available that will assist GLA in managing their telephony estate to further reduce overall costs.
- 3.14.2 State your estimates, in percentage terms, for further reducing telephony costs for GLA beyond tariffs. It is expected that this service will be supplied free of charge. If this is not the case, also detail all costs that may be incurred.
- 3.14.3 Please provide evidence of pro-active account management in the area of cost reduction.
- 3.14.4 State and describe the methods by which the GLA service costs will be continually assessed and reduced over the lifetime of the agreement.

3.15 Implementation Plans

- 3.15.1 Describe your process for ensuring a smooth transition from incumbent providers. Include provision for the potential porting of the current DDI number range within a reasonable time period (as stated above, the GLA would wish the new service provider to take ownership of the number range within 4 weeks of execution of the contract as a deed). Enclose a copy of a draft implementation plan, stating clearly any assumptions you make.
- 3.15.2 Provide details of the implementation team, including their respective roles and an organisation chart setting out the hierarchy.
- 3.15.3 State whether a dedicated project manager will be appointed to manage the setting up of the service to the GLA. If the project manager is not exclusively dedicated, state the percentage of time s/he would be spending on the GLA project.
- 3.15.4 State the timescale for a full switchover from the incumbent to yourselves, listing the major milestones and resource requirements from the GLA.
- 3.15.5 Please describe the main risks and issues you envisage may arise during implementation, and how you would seek to mitigate their potential impact on the GLA.
- 3.15.6 State how you would implement the new service without disruption to the GLA's existing telephony services in a way that the new service can be tested fully.

3.16 References

- 3.16.1 Please advise contact details for three references whom the GLA may approach. The references should ideally be for public sector organisations, and / or for similar sized contracts.

4. Response from Bidders

4.1 Your tender must include the following:

- i. A completed requirement catalogue relating to Schedule 1 – Technical Support and Maintenance Agreement with additional information provided as necessary.
- ii. A completed form Schedule 2 – Pricing Model
- iii. A completed requirement catalogue
- iii. A copy of the most recent annual report and audited accounts for the last two years.
- iv. A copy of your public liability insurance certificate.
- v. A copy of your professional indemnity insurance certificate.
- vi. A copy of your employers liability insurance certificate and product liability insurance certificate as appropriate.
- vii. Copies of certificates of any industry recognised security accreditations. (E.g. ISO27001:2005)
- viii. Name and contact details of proposed Account Manager.
- ix. A draft implementation plan.
- x. 3 reference contact details provided.

5. Timetable

The following is the proposed timetable for the procurement and implementation of the telephony network carrier services:

Invitation to Quote Issued via Catalist	(1 Feb 2007)
Receive response from tenderers	(22 Feb 2007)
Shortlist (if required)	(Feb/March 2007)
Issue contract through Catalist	(April 2007)
Engagement Meeting	(April 2007)
Commence implementation	(April 2007)

Schedule 1 - Technical Support and Maintenance Agreement

1. Purpose of this document

This document sets out the maintenance and support agreement between the Greater London Authority ('GLA') and [Chosen supplier] .

2. Definitions

Incident - Any event which is not part of the standard operation of the telephone service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service.

GLA - Refers to the Greater London Authority

Live Team - This refers to the GLA Technology Group's third line support service.

Maintenance - Proactive processes by which [Chosen supplier] will prevent anticipated or future loss or degradation of the telephone service, ensuring the service is reliable and available.

Service Hours - 24 hours a day, 7 days a week including bank and public holidays except with prior arrangement and agreement for essential network maintenance.

Supplier - This refers to [Chosen supplier]

Service Desk - This refers to the GLA Technology Group's first/second line support service.

Technical Support - Reactive processes by which [Chosen supplier] will restore service following the loss or degradation of the service.

The Service - This refers to the [Chosen supplier] telephone network

Problem - An underlying cause of one or more Incidents

3. Service Description

- 3.1. The current telephone service provider presents these services to the GLA headquarters at City Hall over 2600 exchange lines, 4 ISDN 30/30e providing 120 channels. The Service covers the system up to and including only to the Network Termination Point(s) (as defined in BS6701: Part 1 1986; as amended from time to time)
- 3.2. The GLA expects the service to be available 24 hours a day seven days a week, including bank and public holidays, except with prior arrangement and agreement by both parties for essential network maintenance.

4. Supplier's responsibility

Under this agreement [Chosen supplier] has the following responsibilities:

- 4.1 Provide technical support. (See section 6.0 Technical Support)
- 4.2 Provide technical maintenance. (See section 7.0 Technical Maintenance)
- 4.3 Provide a bi-monthly email providing details of any planned network outages and improvements or alterations to the service. The GLA will require a minimum of seven days notice of any planned network outages or changes to services.
- 4.4 Provide email and SMS notification of any unplanned network outages or incidents
- 4.5 Take part in periodic service reviews with the GLA.

5. The GLA's responsibility

Under this agreement the GLA has the following responsibilities:

- 5.1 Notify [Chosen supplier] of incidents and problems for which the GLA requires assistance.
- 5.2 Provide access and assistance by a qualified member of staff, so that [chosen supplier] can undertake support and maintenance activities.

6. Technical Support

Technical Support activities ensure that service is restored as quickly as possible in the event of loss or degradation of the service. Technical Support includes the following activities:

- 6.1 Incident Management - Resolve incidents based upon priorities set between the GLA and [Chosen supplier].
- 6.2 Problem Management - Resolve problems based upon priorities set between the GLA and [Chosen supplier].
- 6.3 Collaborative Support - If an incident or problem is found to be outside this agreement then the GLA requires [Chosen supplier] to work collaboratively by providing diagnostic and troubleshooting expertise to help diagnose the issue with the GLA and any other third party provider. The GLA will remain the lead during this.

Procedure to report an incident

- 6.4 GLA staff contact the Service Desk to report an incident with the telephone service.
- 6.5 Incident detection and recording - The Service Desk record that an incident has been detected on the Service Desk system.
- 6.6 **Initial classification and support** - The Service Desk will classify the incident using the appropriate incident type and will discuss the priority of

the incident with the staff member. The priority matrix below will be initially referenced, although the priority may be escalated for other reasons. Due to the business criticality of having effective telephony provision it is expected that most faults will be of a critical or urgent categorisation with a high impact. (See Priority Matrix)

- 6.7 The Service Desk will contact [Chosen supplier] to report fault/loss/degradation of service or an on-going incident and resolve a fault reference number or equivalent.
- 6.8 Investigate diagnose – [chosen supplier] will investigate the incident and diagnose the cause.
- 6.9 The [Chosen supplier] will provide an estimated fix time within the timescales provided in the Technology Group Service Desk Priority Matrix and will advise the nominated service contact of this Throughout this process the Service Desk and the Live Team will inform the customer of progress.
- 6.10 Resolution recovery – Once the resolution has been identified [Chosen supplier] will work with the Service Desk/Live Team to recover the service, providing an appropriate level of technical assistance that may be required by the Authority.
- 6.11 Once the incident has been resolved and recovered from successfully, the resolution will be placed into the incident record; Once completed the Service Desk will be informed and will close the incident.
- 6.12 Throughout this process the Service Desk will maintain ownership of the incident monitoring progress; ensuring the service level is not exceeded and communicating with stakeholders is taking place.

7. Technical Maintenance

Technical Maintenance activities ensure the system is reliable and service is available 24 hours a day seven days a week except with prior notification and agreement. Technical Maintenance includes the following activities:

- 7.1 Provision of bi-monthly emails detailing any planned network outages and system amendments, which could have a potential impact on the service provision to the GLA.
- 7.2 Provision of email alerts and SMS alerts in the event of an unplanned network outage or service degradation detailing the nature of the incident, its severity and an estimated fix time.
- 7.3 Provision of six monthly on site health checks of equipment to include Capacity assessments and availability/resilience assessments.
- 7.4 Provision of information on potential service security threats and vulnerabilities, detailing any remedial action to be taken by the service provider and the GLA. Updates are to be provided as soon as they become available.

7.5 Remote monitoring:

The following will be monitored and recorded with an emphasis on monitoring potentially fraudulent activity:

What will be monitored?	Where will this information be recorded?
1. All ISDN channel usage throughout the day, week and month(s) (graphical and statistical)	Internet based monitoring application
2. Times of the day the circuit channels are at its lowest, medium and full capacity, (graphical and statistical)	Internet based monitoring application
3. Break down of all (including Local, National, international, mobile and premium rate) numbers dialed. Daily, Weekly, Monthly, yearly (graphical and statistical)	Internet based monitoring application
4. Stats/Information on highest dialed numbers from the organization on a daily, weekly and monthly basis. (graphical and statistical)	Internet based monitoring application
5. Status of circuits Live & Back up	Internet based monitoring application

7.6 Bi-annual checks to be carried out on the following dates:

Check No	Date to be carried out	What will be checked?
1.	TBA	Capacity assessments and availability/resilience assessments.
2.	TBA	Capacity assessments and availability/resilience assessments.

8. Service Credits

- 8.1 The GLA has an expectation that the telephone service will be available and fully accessible for customers at the GLA 24 hours a day seven days a week including bank and public holidays.
- 8.2 In the event of failure to achieve service level set the supplier will be required to provide service credits.
- 8.3 The GLA classifies 'failure to achieve agreed service levels' against only three of the Priority Types as outlined in appendix A (Priority Matrix).

These are as follows:

- 8.4 Critical - This is defined as the occurrence of a fault causing a significant degradation in the performance of the capability of the service that affects the business needs of several business critical functions in more than one service area. In the event of exceeding the service level set by this, the supplier will be required to provide a service credit of a value equivalent to the charge that the supplier levies for 7 days provision of services under the Contract an amount not less than 7/30ths of the previous months invoice.
- 8.5 Urgent - This is defined as the occurrence of a fault causing degradation in the performance of the capability of the Service that affects the business needs of several business critical functions in one service area. In the event of exceeding the service level set by this, the supplier will be required to provide a service credit of a value equivalent to the charge that the supplier levies for 4 days provision of the services under the contract an amount not less than 4/30ths of the previous months invoice.
- 8.6 Important - This is defined as the occurrence of a fault causing degradation in the performance of the capability of the Service that affects the business needs of one business critical function. In the event of exceeding the service level set by this, the supplier will be required to provide a service credit of a value equivalent to the charge that the supplier levies for 1 days provision of the services under the contract an amount not less than 1/30th of the previous months invoice.
- 8.7 If a credit is required relating to the first month of the contract the monthly value will be estimated at £7000.

9. Change Management

- 9.1 To minimise loss of service during system changes, upgrades and patching, all planned changes to the service should be notified in advance in writing (7 days minimum) to the GLA.

10. Service Reviews

- 10.1 The GLA and [Chosen supplier] will meet every quarter to discuss service levels of past & present performances; Changes required to the service agreements and any future changes and their planning.

Technology Group Service Desk Priority Matrix

The Technology Group provides an IT support service to customers at the GLA. The Service Desk records requests as incidents, and allocates a priority based upon an agreement with the customer and the matrix below.

The priority of an incident is calculated by referencing the urgency of resolution against its incidents Impact on the business.

Depending upon the circumstances, the priority may be escalated by the GLA due to events occurring, projects going live and/or an increase negative affect on business at the GLA.

The table below outlines the meaning of the terms in the Priority Matrix.

Urgency	<i>The measure of criticality of an incident or problem based on the business needs of the customer.</i>
Critical	Affects the business needs of several business critical functions in more than one service area
Urgent	Affects the business needs of several business critical functions in one service area
Important	Affects the business needs of one business critical function.
Non-Urgent	Affects the business needs of one business function and a work around exists
Minor	Affects a non-business function.
Impact	<i>The extent to which an incident leads to distortion of agreed or expected service levels.</i>
High	Critically affecting a large number of GLA customers.
Medium	Critically affecting one customer, and limits them from working.
Low	Critically affecting one customer, but does not stop them working.

Definitions:

Business - All activities undertaken by the GLA and its staff, agents and servants to carry out its functions, further its commercial interests and fulfill its statutory duties;

Business Critical - Key activities that have a direct dependency on the GLA undertaking its business, that a loss of such activity would have a direct impact on the GLA carrying out its functions, furthering its commercial interests and fulfilling its statutory duties including (without limitation) Mayoral or assembly activities;

Non-Business functions - Activities that are peripheral to the GLA undertaking its business

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Times are shown, as response times and those in brackets are target fix time; the asterisk indicates response time organised with customer.

Priority Matrix	Impact		
Urgency	High	Medium	Low
Critical	15 mins (1 hr)	30 mins (2 hrs)	1hr (4 hrs)
Urgent	30 mins (2 hrs)	1 hr	2 hrs
Important	2 hrs (4 hrs)	2-5 hrs (8 hrs)	1 day (*)
Non-Urgent	1 day (*)	2-3 days (*)	5 days (*)
Minor	15 days (*)	5-10 days (*)	30-60 days (*)

* Response time agreed with customer

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Technical Support and Maintenance Agreement- requirements catalogue

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
3	Service description		
3.1	The current telephone service provider presents these services to the GLA headquarters at City Hall over 2600 exchange lines, and 4 ISDN 30/30e providing 120 channels. The Service covers the System up to and including the Network Termination Point(s) (as defined in BS6701: Part 1 1986, as amended from time to time)	M	
3.2	The GLA expects the service to be available 24 hours a day seven days a week, including bank and public holidays, except with prior arrangement and agreement by both parties for essential network maintenance.	M	
4	Suppliers responsibility		
4.1	Provide technical support. (see section 6.0 Technical Support)	M	
4.2	Provide technical maintenance. (see section 7.0 Technical Maintenance)	M	
4.3	Provide a bi-monthly email providing details of any planned network outages and improvements or alterations to the service. The GLA will require a minimum of seven days notice of any planned network outages or changes to services.	M	
4.4	Provide email and SMS notification of any unplanned network outages or incidents	M	
4.5	Take part in periodic service reviews with the GLA.	M	
6	Technical Support		
	Technical Support activities ensure that service is restored as quickly as possible in the event of loss or degradation of the service. Technical Support includes the following activities:	M	
6.1	Incident Management - Resolve incidents based upon priorities set between the GLA and [Chosen supplier].	M	
6.2	Problem Management - Resolve problems based upon priorities set between the GLA and [Chosen supplier].	M	
6.3	Collaborative Support - If an incident or problem is found to be outside this agreement then the GLA requires [Chosen supplier] to work collaboratively by providing diagnostic and troubleshooting expertise to help diagnose the issue with the GLA and any other third party provider. The GLA will remain the lead during this.	M	

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Technical Support and Maintenance Agreement- requirements catalogue

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)	
	Procedure to report an incident			
6.4	GLA staff contact the Service Desk to report an incident with the telephone service.	M		
6.5	Incident detection and recording – The Service Desk record that an incident has been detected on the Service Desk system	M		
6.6	Initial classification and support - The Service Desk will classify the incident using the appropriate incident type and will discuss the priority of the incident with the staff member. The priority matrix below will be initially referenced, although the priority may be escalated for other reasons. Due to the business criticality of having effective telephony provision it is expected that most faults will be of a critical or urgent categorisation with a high impact. (see Priority Matrix)	M		
6.7	The Service Desk will contact [Chosen supplier] to report fault/loss/degradation of service or an on-going incident and resolve a fault reference number or equivalent.	M		
6.8	Investigate diagnose – [chosen supplier] will investigate the incident and diagnose the cause.	M		
6.9	The [Chosen supplier] will provide an estimated fix time within the timescales provided in the Technology Group Service Desk Priority Matrix and will advise the nominated service contact of this Throughout this process the Service Desk and the Live Team will inform the customer of progress.	M		
6.10	Resolution recovery – Once the resolution has been identified [Chosen supplier] will work with the Service Desk/Live Team to recover the service, providing an appropriate level of technical assistance that may be required by the Authority	M		
6.11	Once the incident has been resolved and recovered from, successfully, the resolution will be placed into the incident record; Once completed the Service Desk will be informed and will close the incident.	M		
6.12	Throughout this process the Service Desk will maintain ownership of the incident monitoring progress, ensuring the service level is not exceeded and communicating with stakeholders is taking place.	M		
7	Technical Maintenance			
	Technical Maintenance activities ensure the system is reliable and service is available 24 hours a day seven	M		

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Technical Support and Maintenance Agreement- requirements catalogue

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
	days a week except with prior notification and agreement. Technical Maintenance includes the following activities:		
7.1	Provision of bi-monthly emails detailing any planned network outages and system amendments, which could have a potential impact on the service provision to the GLA.	M	
7.2	Provision of email alerts and SMS alerts in the event of an unplanned network outage or service degradation detailing the nature of the incident, its severity and an estimated fix time.	M	
7.3	Provision of six monthly on site health checks of equipment to include Capacity assessments and availability/resilience assessments.	M	
7.4	Provision of information on potential service security threats and vulnerabilities, detailing any remedial action to be taken by the service provider and the GLA. Updates are to be provided as soon as they become available.	M	
7.5	Remote monitoring: The following will be monitored and recorded with an emphasis on monitoring potentially fraudulent activity:	M	
	1. All ISDN channel usage throughout the day, week and month(s) (graphical and statistical)	M	
	2. Times of the day the circuit channels are at its lowest, medium and full capacity, (graphical and statistical)	M	
	3. Break down of all (including Local, National, international, mobile and premium rate) numbers dialed. Daily, Weekly, Monthly, yearly (graphical and statistical)	M	
	4. Stats/Information on highest dialed numbers from the organization on a daily, weekly and monthly basis. (graphical and statistical)	M	
	5. Status of circuits Live & Back up	M	
7.6	Bi-annual checks to be carried out on the following dates :	M	
8	Service Credits		
8.1	The GLA has an expectation that the telephone service will be available and fully accessible for customers at	M	

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Technical Support and Maintenance Agreement- requirements catalogue

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
8.2	the GLA 24 hours a day seven days a week including bank and public holidays.		
8.3	In the event of failure to achieve service level set the supplier will be required to provide performance credits. M	M	
8.4	The GLA classifies 'failure to achieve agreed service levels' against only three of the Priority Types as outlined in appendix A (Priority Matrix). These are as follows: Critical - This is defined as the occurrence of a fault causing a significant degradation in the performance of the capability of the service that affects the business needs of several business critical functions in more than one service area. In the event of exceeding the service level set by this, the supplier will be required to provide a service credit of a value equivalent to the charge that the supplier levies for 7 days provision of services under the Contract an amount not less than 7/30ths of the previous months invoice. Urgent - This is defined as the occurrence of a fault causing degradation in the performance of the capability of the Service that affects the business needs of several business critical functions in one service area. In the event of exceeding the service level set by this, the supplier will be required to provide a service credit of a value equivalent to the charge that the supplier levies for 4 days provision of the services under the contract an amount not less than 4/30ths of the previous months invoice.	M	
8.5	Important - This is defined as the occurrence of a fault causing degradation in the performance of the capability of the Service that affects the business needs of one business critical function. In the event of exceeding the service level set by this, the supplier will be required to provide a service credit of a value equivalent to the charge that the supplier levies for 1 days provision of the services under the contract an amount not less than 1/30th of the previous months invoice.	M	
8.6	If a credit is required relating to the first month of the contract the monthly value will be estimated at £7000. M	M	
9	Change Management		
9.1	To minimise loss of service during system changes, upgrades and patching, all planned changes to the service should be notified in advance in writing (7 days minimum) to the GLA	M	

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Technical Support and Maintenance Agreement- requirements catalogue

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
10	Service Reviews		
10.1	The GLA and [Chosen supplier] will meet every quarter to discuss service levels of past & present performances; Changes required to the service agreements and any future changes and their planning.	M	

SCHEDULE 2 – Pricing Model

INSTALLATION/CAPITAL COSTS

Please detail the expected installation costs:

Type of Line	Price
Installation of 1 st ISDN 30	
Installation of subsequent ISDN 30's	
Transfer of Phone numbers	

Any other information:

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LINE RENTAL

Type of Line	Billing	Price
Analogue	Per month	
ISDN 2/2e	Per month	
ISDN 30/30e	Per month	
Private Circuits – Megastream	Per km	
Private Circuits – Kilostream	Per km	

CALL TARIFFS

Tariff	Billing	Minimum Call Charge (where applicable)	Price
Local	Per second		
National	Per second		
International (break down by country)	Per second		

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Non Geographic codes	Per second		
Special Services	Per second		
Directory Enquiries	Per second		
Operator Services	Per second		
Mobile networks (break down by carrier)	Per second		
ISDN / videoconferencing	Per second		

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Document 3 Telephone Spec v 1.1 31 Jan 2007 (SO_DB_CI_HF agreed).doc

No.	Requirement	Mandatory or Desirable (Y or N)	Comply Notes (Y or N)
1.4.3	All retained management information must be reviewed and maintained by the service provider (if applicable) and accepted by the Authority		Info only this entry has to indicate that it has been read and understood
1.4.4	Further early data to allow early action plan any 1 to 10 weeks of service on the provision of the service user are information contained in the agreement without the written consent of the service provider, except as may be required by law		Info only this entry has to indicate that it has been read and understood
1.4.5	The service provider must take all reasonable steps to protect the personal and retained management information which is required to maintain confidentiality, integrity and originality		Info only this entry has to indicate that it has been read and understood
1.4.6	The service provider shall maintain information for part with potential of any 1 to 10 weeks of the service provider by the C.A.A. pursuant to the agreement other than in accordance with the written consent of the Authority		Info only this entry has to indicate that it has been read and understood
2	Background		
2.1	The C.A.A. has approximately 300 staff spread over a metropolitan borough (City Hall) and (City 2000)		Info only this entry has to indicate that it has been read and understood
2.2	Between 2000 and July 2002 the C.A.A. was located in Trinity House, London Wall. The City Hall was a 5000 standard unit as well as a 1000 unit for service in the Trinity House building. When the C.A.A. moved to City Hall in July 2002, the temporary service was transferred and it was the intention that the new building should take the majority of the above range of services. However, the City Hall building was the current temporary service for City Hall and the service was a direct facility provided by the C.A.A. as part of the service. The C.A.A. requires that the service provider take full responsibility of the above range of services.		Info only this entry has to indicate that it has been read and understood
2.3	The current service provider provides 24/7 service from a 1000 unit City Hall building.		Info only this entry has to indicate that it has been read and understood
2.4	Within a typical 24 month period the following table indicates the number of calls, visitors and coverage for each of the 1000 unit City Hall building.		Info only this entry has to indicate that it has been read and understood
2.5	All service providers in the document are based on current needs and are not intended to be a final decision. The service provider is responsible for the volume of services required. The volume of services may fluctuate in accordance with the needs of the service and under the current and future needs of the service provider. The service provider is responsible for the volume of services required. The volume of services may fluctuate in accordance with the needs of the service and under the current and future needs of the service provider.		Info only this entry has to indicate that it has been read and understood

Document 3

No.	Requirement	Mandatory or desirable (Y = Yes, N=No, P = Partial)	Comply Notes
3.	Statement of Requirement		
3.1	General – service provider information		
3.1.1	Provide: <ul style="list-style-type: none"> i. The most recent Annual report and audited accounts for the last two years. ii. Company registration number and address iii. VAT registration number 	M	
3.2	Legislation/Policies		
3.2.1	Describe any features of your service that will assist The GLA in meeting the requirements of the Disability Discrimination Act (2004).	M	
3.2.2	Provide details of your Public Liability Insurance policy. The GLA requires a minimum of £5 million public liability cover for any of its sites. Please enclose a photocopy of your insurance certificate	M	
3.2.3	Provide details of your professional indemnity insurance. The GLA requires a minimum of £2 Million professional indemnity cover. Please enclose a photocopy of your insurance certificate.	M	
3.2.4	Provide details of your employers liability insurance.	M	
3.2.5	If your proposal includes the provision of "products", please provide details of your project liability insurance.	M	
3.3	Security		
3.3.1	Supply details of any network security features both standard and optional.	M	
3.3.2	Provide in detail the steps, procedures and service available to detect and prevent fraud or misuse of the telephone network. State the process and response times to alert the GLA and deal with suspected fraudulent use whether internally or externally instigated.	M	
3.3.3	Provide details of any industry recognised security accreditations applicable to the proposed service provision to the GLA, for example ISO27001:2005.		D
3.4	Account Management		
3.4.1	Please provide an organisational chart specific to the personnel assigned to accomplish the Account Management work called for in this ITT. This must include the name, designation and contact details of the Account Manager who will be assigned to the GLA and the same details for individuals to whom the GLA can escalate to.	M	

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No.	Requirement	Mandatory or desirable (M/D)	Comply Notes	
			Y = Yes, N=No, P = Partial)	
3.4.2	Provide a narrative description of the organisation and illustrate the lines of authority of the project team who will work on the contract.		D	
3.4.3	Provide the qualifications, experience and responsibilities of the Key staff proposed for the GLA contract.		D	
3.4.4	Indicate number and size of other accounts handled by Key staff.	D		
3.4.5	If Key staff are less than 100% designated to the GLA account, please indicate the number and size of other accounts they would be expected to handle concurrently. How much of their time would be dedicated to Greater London Authority?	D		
3.4.6	List and describe any other forms of support for management of major accounts	M		
3.5	Technical Capacity			
3.5.1	Describe your previous experience of managing this type of contract, setting out the general approach and technical stages involved (and set out the approach and Provide a track record in terms of approach, technical ability and implementation for this type of contract).	M		
3.5.2	Provide details on procedures/policies for ordering new lines/equipment. Details should include lead-time, and minimum order costs, for each type of line. Please detail for both voice and data lines.	M		
3.6	Network Carriers			
3.6.1	Provide full details of your own network for call provision, including details of any third parties used to provide services from your network into customer sites.	M		
3.6.2	Provide details of the scalability of the network/networks proposed.	M		
3.6.3	How would network/s respond to changes in traffic, and geographic location? As an example last year on July 7 the London telephone network appeared to become saturated. How would you deal with a similar event bearing in mind the GLA's role as the regional authority? Please advise if Preferential Network Access could be provided.	M		
3.6.4	State the amount of resilience designed into your proposed solution, including the number of potential points of failure.	M		
3.6.5	State the percentage utilisation of your network infrastructure that will be required to support GLA traffic volumes.	M		

Document 3

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
3.6.6	If compression is proposed to be used, please state the compression rate and on what category of calls it will be applied to.	M	
3.7	Connection to Network		
3.7.1	The Authority's preferred method of connection to the network to be via direct access from its main network location. For the avoidance of doubt the service provider's responsibility will be up to and including the Network Termination Point (as defined in BS6701: Part 1 1986, as amended from time to time). (The service provider must provide the appropriate number of RJ45 connections for the GLA to connect its PABX to.)	M	
3.7.2	A method statement containing full details of proposed access methods must be included within the submitted proposals. In the case of proposals to use Carrier Preference Service (CPS), or third parties networks, the service provider must indicate the capacity they have with all other PTO's. Service providers must also provide evidence of their business relationship with their own network service providers. In particular this statement should cover the following elements: Any Service Level Agreement in place with their own service provider, providing a copy of that SLA with their response. Service providers must indicate the process for reporting and fixing faults on circuits provided by such means.	M	
ii.	The amount of capacity they have with other PTO's must be identified for every point of ingress and egress between their network and that of all other PTO's with whom they interconnect.	M	
iii.	Further detail and evidence of their business relationship with their respective network service providers.	M	
3.7.3	Details of the space and infrastructure requirements for service provider's equipment.	M	
3.8	Incoming services		
3.8.1	The GLA does not envisage any changes will be made to the incoming services numbers as the main geographical numbers and DDI ranges are now long established and publicised. However service providers must supply costs and methodology for replacing the existing circuits with their own and porting the existing DDI number ranges and numbers across to their own network. Service providers must also indicate whether the DDI ranges (020 7983) 4000 to 6600 are available and could be ported. In the case of number portability all issues associated with this approach must be explained, including, but not limited to; Portability options Porting methodology	M	
i.	Portability options	M	
ii.	Porting methodology	M	

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No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
iii.	Timescale for porting. The GLA would require any number/geographic porting to be completed within 4 weeks of commencement of services.	M	
iv.	Impact and implications for GLA staff and users.	M	
v.	Procedure to be undertaken in respect of faults between the original number owner and the network to which the number is ported.	M	
3.8.2	Service providers are requested to provide a statement that covers each element of incoming services and directly responds to points i to v within the above statement. Any information provided within this statement must directly link to the pricing submitted within the pricing schedule	M	
3.9	Quality Assurance		
3.9.1	Describe the quality assurance and audit arrangements and provide a detailed quality audit plan.	M	
3.9.2	Summarise any quality management systems that will apply to the service provision to the GLA. Such as, BS5750 / ISO 9000 / EN29000. Please enclose photocopies of relevant certificates.	D	
3.10	Pricing		
3.10.1	Describe any price monitoring that you carry out (eg. market prices, competitor prices etc) and whether/how frequently any price adjustments will be passed on to the GLA.	D	
3.10.2	Please state the discounts available, if any, for different lengths of contract. The initial contract will be assigned on a minimum basis of 36 months. Discounts for extended contracts should be detailed explicitly.	M	
3.10.3	Provide details of any penalties incurred for early cessation of the contract, or part thereof - detailed for all lines / services offered.	M	
3.10.4	Your call tariff structures, and their relation to call volumes, and any special rates for calls to Mobile networks.	M	
3.10.5	Your line rental tariffs, and their relation to required numbers of lines.	M	
3.11	Billing, Reporting and Services		
3.11.1	Provide full details of your approach to billing, together with an example of a typical bill. Details should be included on the increments by which calls are charged, such as per second, per minute.	M	
3.11.2	Confirm that it is possible to issue individual bills to identified GLA addresses, but also provide a master analysis of all calls to a central point.	D	
3.11.3	Provide full details for both direct and indirect PSTN calls that cover at least the following charge bands:	M	

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No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
	i. Local ii. National iii. International (broken down by country) iv. Non geographic codes v. Special services vi. Directory Enquiries vii. Operator Services viii. Mobile Networks (broken down by Carrier) ix. ISDN data / videoconferencing calls		
	Additionally service providers will be required to provide access to a web based tool that can provide graphical and statistical information on the following: i. All ISDN channel usage throughout the day, week and month(s) ii. Times of the day the circuit channels are at its lowest, medium and full capacity, (graphical and statistical) iii. Break down of all numbers dialed including: Local, National, international, mobile and premium rate numbers dialed. Daily, Weekly, Monthly, yearly (graphical and statistical) iv. Stats/Information on highest dialed numbers from the organization on a daily, weekly and monthly basis.	M	
3.11.5	The tariff listing should be in terms of pence per second with any minimum call costs or call set up costs clearly stated, exclusive of VAT, and shown in the following format: £x.xxx, e.g. £0.042	M	
3.11.6	Describe any volume discount schemes that would be applicable (e.g. to frequently dialled numbers.)	D	
3.11.7	Detail line rentals for at least the following types of line (schedule 2 – Pricing model) i. Analogue ii. ISDN 30/30e iii. Private circuits: Megastream	M	
3.11.8	Where available, provide full details including sample documents for all advanced billing services, e.g. i. CD Rom bills	M	

Document 3

No.	Requirement	Mandatory or desirable (M/D)			Comply Notes (Y = Yes, N=No, P = Partial)
	ii. Cost Centre billing iii. Itemised extension billing iv. Analysis of numbers dialled v. Trend analysis				
3.11.9	Where specific software packages are required to interpret electronic bills, confirm that this software, together with all future updates, will be supplied to GLA free of charge. Details of user training provided, and any associate costs, should be clearly stated, though it is expected that this will be supplied free of charge. Please detail the formats that this information will be provided in (e.g. .csv)	M			
3.11.10	Please state whether your billing analysis software allows telephone numbers to be replaced with names.	D			
3.11.11	Can your billing information permit analysis of inter-site traffic i.e. would GLA be able to establish the volume & cost of calls made between its own premises e.g. temporary offices outside City Hall.	D			
3.11.12	What is your company's capability to provide customer calling behavioural analysis? Examples should be provided detailing 'exceptional' analysis, for example, where calls per office differ from their normal profile.	M			
3.11.13	Indicate what steps your company takes to ensure billing accuracy. What processes are in place to resolve queries and billing errors?	M			
3.11.14	State whether your service provides a 'Call diversion' facility.	M			
3.11.15	State whether your service provides 'Conference Call' facilities.	M			
3.11.16	State whether your service provides 'Call Barring' facilities.	M			
3.11.17	State whether your rates include 'operator services'.	M			
3.11.18	State whether your rates include calls made to 084X prefix's.	M			
3.11.19	State whether you offer Caller Line Identification for incoming calls and have the ability to restrict this option for outgoing calls.	M			
3.11.20	If you were awarded the contract, describe the standard network services offered by your organisation, for example call mindling.	M			
3.11.21	Service providers must indicate the frequency of their billing and the payment terms they would expect to have adhered to. Service providers must also state their policy on disconnection of services in the event of any late payment of invoices.	M			

Document 3

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
3.12	Business Continuity Services		
3.12.1	Service providers must have the ability to assist in the provision of Business Continuity. This would be defined as a minimum to have the ability to forward individual extension numbers, blocks of the number range, or the Authority's whole number range to its designated Disaster Recovery site.	M	
3.12.2	Describe your Business continuity/Disaster Recovery Plans for any areas which may affect the services delivered to the Authority. These plans should incorporate possible scenarios including terrorist attacks or natural disasters.	M	
3.13	Incident Management		
3.13.1	The GLA will expect the chosen service provider to manage incidents following the guidelines set out in the Technical support and maintenance agreement Schedule Appendix 1.	M	
3.13.2	The GLA requires service providers to indicate their compliance, providing detail where appropriate. To assist a requirements catalogue has been provided in the technical support and maintenance agreement in Schedule 1.	M	
3.13.3	Any additional charges required for out of hours coverage should be identified. Where a third party is used to provide problem resolution, detail name, service level agreement and the third party's experience of serving customers with similar requirements to the GLA.	M	
3.14	Consultative Services		
3.14.1	State what services are available that will assist GLA in managing their telephony estate to further reduce overall costs.	M	
3.14.2	State your estimates, in percentage terms, for further reducing telephony costs for GLA beyond tariffs? It is expected that this service will be supplied free of charge. If this is not the case, also detail all costs that may be incurred.	M	
3.14.3	Please provide evidence of pro-active account management in the area of cost reduction.	M	
3.14.4	State and describe the methods by which the GLA service costs will be continually assessed and reduced over the lifetime of the agreement.	M	
3.15	Implementation Plans		
3.15.1	Describe your process for ensuring a smooth transition from incumbent providers. Include provision for the potential porting of the current DDI number range within a timescale of x months. Enclose a copy of a sample	M	

Document 3

No.	Requirement	Mandatory or desirable (M/D)	Comply Notes (Y = Yes, N=No, P = Partial)
	implementation plan, stating clearly any assumptions you make.		
3.15.2	Provide details of the implementation team, including their respective roles and an organisation chart setting out the hierarchy.	M	
3.15.3	State whether a dedicated project manager will be appointed to manage the setting up of the service to the GLA. If the project manager is not exclusively dedicated, state the percentage of time s/he would be spending on the GLA project.	D	
3.15.4	State the timescales for a full switchover from the incumbent to yourselves, listing the major milestones and resource requirements from the GLA.	M	
3.15.5	Please describe the main risks and issues you envisage may arise during implementation, and how you would seek to mitigate their potential impact on the GLA.	M	
3.15.6	State how you would implement the new service without disruption to the GLA's existing telephony services in a way that the new services can be tested fully.	M	
3.16	References		
3.16.1	Please advise contact details for three references whom the GLA may approach. The references should ideally be for public sector organisations, and / or for similar sized contracts.	M	

Appendix B – Evaluation Matrix

The GLA will evaluate tenders on the basis of which tender provides best value and references (where obtained).

This will be done using a matrix based scoring system identifying price, key contract tasks and the supplier's proposals for management implementation and ongoing delivery.

Scores will be assessed based on the information included in the tender response.

Evaluation Criteria	Weight	Benefits	Risks	Score (0-10)	Weighted score
Whole life Cost					
Price	40				
Delivery					
Completeness of response	5				
Method of delivery	15				
Organisation and contingency arrangements	15				
Quality of the Goods and associated services					
Quality assurance, audit arrangements and quality audit plan	5				
Provision of management information	10				
Business benefits realised	10				

Schedule 3 – Special Terms

Part 2 - SERVICE PROVIDER'S Response

Annex 2

Service Levels and Service Credits

A Service Levels

This Section describes the criteria by which SERVICE PROVIDER will:

- Provide the Ordered Services; and
- Manage the Ordered Services.

1.1 Provision of the Service

1.1.1 Ordered Service Lead Times

The Ordered Service lead times are identified in Table 1 below: Ordered Service Outages are managed in accordance with Section 1.4 below.

Table 1 – Ordered Service Lead Times

Provide a New 2 Mbit Direct Access Service	55 Working Days
Provide DDI facility to existing 2 Mbit Direct Access Service	5 Working Days

- 1.1.2 For each Site a Ready for Service (RFS) date will be agreed between the parties, based on the Ordered Service lead times set out below.
- 1.1.3 All lead times commence from the Commencement Date.
- 1.1.4 In the event that the Ordered Service is not Ready for Use by the expected RFS Date, SLA credits shall be payable as set out in section 1.5 below.
- 1.1.5 Liquidated damages are only payable where the actual delivery date for the CUSTOMER'S premises after its respective RFS Date.
- 1.1.6 No SLA credits shall be payable where the SERVICE PROVIDER'S delay or failure to meet the RFS Date for the CUSTOMER'S premises has been caused by an act, direction, failure, fault or omission on the part of the CUSTOMER, or a third party, or by an event of Force Majeure as defined in the Contract.

1.2 Management of the Ordered Service

- 1.2.1 Service Fix Times: Fix Times are identified in Table 2 below. If the SERVICE PROVIDER fails to fix a fault within the stated time shown in Table 2, the service credit structure identified in section 1.5 comes into operation:

Table 2 – Service Fix Times

Service	Fix Time
Direct Access Service (Standard)	5 Hours

1.3 Ordered Service Outage Reporting

1.3.1 The CUSTOMER shall report all Ordered Service Outages to the Fault Desk (**0800 528 5028**).

1.3.2 To diagnose and resolve any suspected Ordered Service Outage rapidly and effectively, the SERVICE PROVIDER requires certain information from the CUSTOMER when the Ordered Service Outage is first reported. This will normally include:

- The telephone number allocated by the SERVICE PROVIDER, or 1st in the range if DDI has been provided.
- Symptoms of the Ordered Service Outage;
- Details of any tests carried out by any third party (e.g. PABX Maintainer) or the CUSTOMER in attempting to localise the Ordered Service Outage and any associated fault reference number;
- Availability of access to the CUSTOMER'S premises for engineering staff; and
- Whether affected circuits can be taken out of service, if necessary, for testing.

1.3.3 The SERVICE PROVIDER cannot guarantee successful termination of calls to destinations – local or international where there is a partial interruption in the Ordered Service caused when traffic passes through the network of another public telephone operator. The CUSTOMER may report such Ordered Service Outages where calls to a particular destination are failing but the SERVICE PROVIDER will not treat these as Ordered Service affecting and shall have no liability to the CUSTOMER whatsoever as a result of incidents of this nature.

1.4 Ordered Service Outage Resolution

1.4.1 When the CUSTOMER reports a Ordered Service Outage, the SERVICE PROVIDER will log the Ordered Service Outage and allocate a unique service request number to it. The CUSTOMER must quote this number in all subsequent communications.

1.4.2 The CUSTOMER can request progress updates at any time, by quoting the service request number.

- 1.4.3 The Fix Time commences from the time the Ordered Service Outage is logged by the Fault Desk and stops at such time as the parties agree that the Ordered Service has been restored and is working in accordance with the Service Levels. Any delay incurred because further information is required, or access to site is denied, or any other reason outside the control of the SERVICE PROVIDER preventing them from continuing to deal with the fault will fall outside this fix time.
- 1.4.4 The CUSTOMER must advise the SERVICE PROVIDER if the CUSTOMER becomes aware that the Ordered Service is restored following an Ordered Service Outage, or that an Ordered Service Outage was caused by CUSTOMER equipment.

1.5 Service Credits

- 1.5.1 The SERVICE PROVIDER will pay SLA credits to the CUSTOMER where the SERVICE PROVIDER fails to achieve the Delivery or Fix Times stated above.

1.5.1 Delivery of the Service

- 1.5.1.1 In the event that the Ordered Service for the CUSTOMER'S premises is not ready for use by the committed RFS Date, the SLA credits will be calculated as follows:
- 1.5.1.2 An initial payment of £40 for the CUSTOMER'S premises followed by a payment of £10 for each additional full Working Day's delay, subject to a maximum of £90 for the CUSTOMER'S premises.
- 1.5.1.3 The period of delay is calculated as the day after the RFS Date up to but not including the actual commencement date for the Ordered Service.
- 1.5.1.4 Liquidated damages are only payable where the actual date a particular Site is Ready for Use falls after its respective RFS Date. The period of delay is the day after the RFS Date up to but not including the actual commencement date for the Ordered Service.
- 1.5.1.5 No SLA credits shall be payable where the SERVICE PROVIDER'S delay or failure to meet the RFS Date for the CUSTOMER'S premises has been caused by an act, direction, failure, fault or omission on the part of the CUSTOMER, or a third party, or by an event of Force Majeure as defined in the Contract.

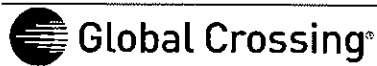
1.5.2 Fixing the Ordered Service

- 1.5.2.1 The SERVICE PROVIDER will pay SLA credits to the CUSTOMER where the SERVICE PROVIDER fails to achieve the Fix Times stated above. The SLA credits will be calculated as follows:

- I.5.2.2 An initial payment of (i) £125 per Ordered Service Outage plus (ii) an additional £20 for each full Working Hour the Ordered Service Outage continues, up to a maximum of £200.
- I.5.3 The SERVICE PROVIDER will only pay SLA credits for Fix Times or Service Outages where a valid fault report having been logged with the Fault Desk.
- I.5.4 The CUSTOMER agrees that any payment of SLA credits represent a reasonable pre-estimate of the CUSTOMER's loss, and that the SERVICE PROVIDER shall have no further liability to the CUSTOMER arising out of such failure. The SERVICE PROVIDER shall not be liable to pay the Customer SLA credits to the extent that the SERVICE PROVIDER'S failure to meet the RFS Date or Service Levels resulted from the CUSTOMER'S act, direction, failure, fault or omission, from an act or omission of a third party, or from an event of Force Majeure as defined in the Contract.
- I.5.5 The SERVICE PROVIDER shall set off any SLA credits payable to the CUSTOMER under these terms and conditions against the Charges payable by the CUSTOMER against an invoice presented by SERVICE PROVIDER following the end of the invoicing period in which such SLA credits were incurred. In such circumstances SERVICE PROVIDER shall provide the CUSTOMER with appropriate credit notes for VAT purposes to the extent permitted by law. If, in respect of any invoicing period, the SLA credits exceed the Charges that would otherwise be payable, the balance will be carried forward to the following invoicing period.
- I.5.6 If at the date of termination or expiration of the Ordered Service accrued SLA credits are outstanding, SERVICE PROVIDER will pay the outstanding balance to the CUSTOMER, subject to any right of SERVICE PROVIDER to set such amounts off against any other amounts payable by the CUSTOMER to the SERVICE PROVIDER under the Contract.

Annex 3

Service Description



SERVICE LEVELS FOR DIRECT ACCESS

1. Service Outline and Interpretation

Outline

- 1.1 This service as described enables a customer within the United Kingdom to access the Network for the purpose of routing switched voice or data calls to any dialled destination.
- 1.2 The Service is available on a direct connection. The following service outline covers the direct component.

Interpretation

- 1.3 Initial capitalized terms used in this document shall bear the meanings below

- **Direct Access Service** – as defined in Annexes 1, 2 and this Annex and 3;
- **Fault Desk** – the Global Crossing Network Operating Centre operating 24 X 7 X 365 days a year, where Service Outages are reported and managed;
- **Incident Management Period (IMP)** – the times of the day as set out in Annex 2 and this Annex 3 during which Global Crossing has contracted to ensure that the Service is provided to the Customer at the DDS Service Levels – unless otherwise stated this period shall be 24 hours X 7 days;
- **Service** - Global Crossing's UK Direct DDS Service (~~Direct & Indirect~~);
- **Site(s)** – the address(es) within the UK specified by the Customer on the Order Form to which the Service will be provided and at which the Network Terminating Equipment (NTE) will be held;
- **Tail Circuit** – any private circuit leased or owned by Global Crossing which is used to connect a Site receiving the Direct Access Service to the Network;

2. Service Overview

- 2.1 The Service includes:

- Arranging the connection of the appropriate Tail Circuit(s);
- Routing of incoming calls via Global Crossing's Network using geographic telephone numbers or Global Crossing's own range of non-geographic telephone numbers as specified in the Global Crossing Powerecall addendum;
- Routing of outgoing Customer calls;
- Support and maintenance by the Fault Desk during the Incident Management Period (24 x 7); and
- Summary reporting of outgoing call details.

3. Service Technical Description

- 3.1 A 2 Mbit Tail Circuit is provided between the Site and the Network with all 30 channels operational per Tail Circuit. The Tail Circuit will either be a leased line or a Global Crossing fibre-optic cable, dependent upon the distance between a Site and a Transmission Access Point (TAP). Global Crossing reserves the right to survey the Site to determine the distance.

- 3.2 A leased line Tail Circuit may vary in length up to a maximum of 20 kilometres.
- 3.3 Where a Global Crossing fibre optic Tail Circuit is required, the distance between a Site and a TAP shall not exceed 1 km.
- 3.4 The Tail Circuit will be linked, via the Network, to a port on one of Global Crossing exchanges.
- 3.5 The Customer will be provided with a single unique geographic telephone number from Global Crossing's allocation of numbers issued by Ofcom.
- 3.6 All calls made using a Service Code number (including but not limited to 100, 112, 151, 152, 153 and 999 numbers) must be set-up to route automatically to the network of the Service Provider advised by the Customer. Global Crossing shall not be responsible for ensuring that an emergency service call reaches the emergency operator.
- 3.7 Direct Access Service is available within the United Kingdom and Northern Ireland only.

4. Service Options

- 4.1 Sections 4.2, 4.3, and 4.4 set out the options available with the Service. The Customer must identify on the Order Form all options to be provided as part of the Service.
- 4.2 The Customer may order a further allocation of geographically based telephone numbers in association with a 2 Mbit Tail Circuit, subject to approval by Global Crossing.
- 4.3 Customers taking geographically based numbers may also request a Direct Dial Inward (DDI) facility, subject to approval by Global Crossing.
- 4.4 Customers may also import numbers issued by another Service Provider under the Ofcom directive concerning geographic number portability. Implementation of this option will be at the discretion of Global Crossing and subject to compliance with the Ofcom directive by the Service Provider.

5. Service Boundary

- 5.1 Global Crossing is responsible for providing the Service up to and including the Customer Interface at each Site. Any equipment or Services provided beyond the Customer Interface is the Customer's responsibility.

6. Reporting

- 6.1 The Service provides monthly call detail reports via the web portal to which Customer has access as part of the Service: Summary reports containing statistics on outgoing calls, limited to a Global Crossing standard report set.
- 6.2 Global Crossing supplies (at no additional cost to Customer) a software package including a tool called "Express View" from which Customers may view call records and manipulate data and compile and tailor using templates contained in the package their own customised reports from the supplied monthly CDR's which are posted to uCommand and can then be downloaded into Express View to producing such reports.

7. Site Requirements

- 7.1 The Customer is required to provide a suitable environment for accommodating active Global Crossing maintained Equipment. The environment should conform to ETS 300 019-1-3 Class 3.1, notably:
- Temperature limits within +5°C to +40°C
 - Humidity limits within 5% to 85%.
- 7.2 The environment must also be suitable for equipment conforming to the following EMC standards:
- BS EN 55022 for radiated and conducted emission.

SPECIALIST SOLUTIONS FRAMEWORK AGREEMENT

- IEC 801 for electro-static discharge, radiated susceptibility and conducted susceptibility.
- 7.3 The Customer is required to provide an a.c. mains power source in accordance with BS EN 50160 presented by a 3-pin mains socket. The power source should be within 3 metres of the proposed Customer Interface.

Annex 4

Agreed Implementation Plan

APPENDIX C

REPLACEMENT SCHEDULE 2-3 TO THE FRAMEWORK TERMS

SCHEDULE 2-3

THE CHARGES AND CHARGES VARIATION PROCEDURE

1. INTRODUCTION

- 1.1. This Schedule 2-3 details:
- 1.1.1. the Charges for the Ordered Services; and
 - 1.1.2. the Charges Variation Procedure applicable to this Contract.

2. THE CHARGES

- 2.1. The Charges shall be calculated in accordance with the pricing schedule attached at the annex hereto.

3. CHARGES VARIATION PROCEDURE

- 3.1. The Charges shall only be varied due to:
- 3.1.1. indexing, in accordance with the provisions of paragraph 0 of this Schedule 2-3; and/or
 - 3.1.2. agreement between the parties at any time to decrease any of the Charges where such a decrease is identified as a result of any benchmarking exercises the SERVICE PROVIDER undertakes in accordance with paragraph 6 below.

4. INDEXING

- 4.1. In accordance with the provisions of the Framework Agreement, on the first day following each anniversary of the commencement of the Framework Agreement, the Charges shall be varied by the application of the following formula:

$$NC = EC * X$$

where:

NC = New Charge

EC = Existing Charge, and

X = $1 + \left(\frac{\% \text{ change in RPIX Index}}{100} \right)$

100

5. INDEX

- 5.1. RPIX Index - The "Retail Prices Index excluding mortgage interest rates (RPIX)" as published by the Office of National Statistics (<http://www.statistics.gov.uk/instantfigures.asp>). The measurement to be used in the variation calculation of the variable 'X' in paragraph 0 of this Schedule 2-3 shall be the percentage "Annual change" in the RPIX Index in respect of the "Period" two months prior to the relevant anniversary occurring.
- 5.2. Where the published figure specified in paragraph 0 of this Schedule 2-3 is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended.

6. BENCHMARKING

- 6.1 The SERVICE PROVIDER shall make available to the CUSTOMER the results of any benchmarking exercises the SERVICE PROVIDER conducts from time to time.

7. IMPLEMENTATION OF ADJUSTED CHARGES

- 7.I. Charges varied in accordance with the provisions of this Schedule 2-3 shall be amended by the SERVICE PROVIDER to take effect on the relevant date.

ANNEX TO SCHEDULE 2-3

PRICING SCHEDULE

Appendix 2 - SCHEDULE 2 – Pricing Model

INSTALLATION/CAPITAL COSTS

Please detail the expected installation costs:

Type of Line	Price
Installation of 1 st ISDN 30 * (30 Channel)	
Installation of subsequent ISDN 30's	
Transfer of Phone numbers	

Any other information:

* New service lines will attract an installation charge. In exceptional circumstances there may be additional charges for digging/trunking/fibre depending on requirements and current setup.

LINE RENTAL

Type of Line	Billing	Price
Analogue	Per month	
ISDN 2/2e	Per month	
ISDN 30/30e (30 Channel)	Per month	
Private Circuits – Megastream	Per km	
Private Circuits – Kilostream	Per km	

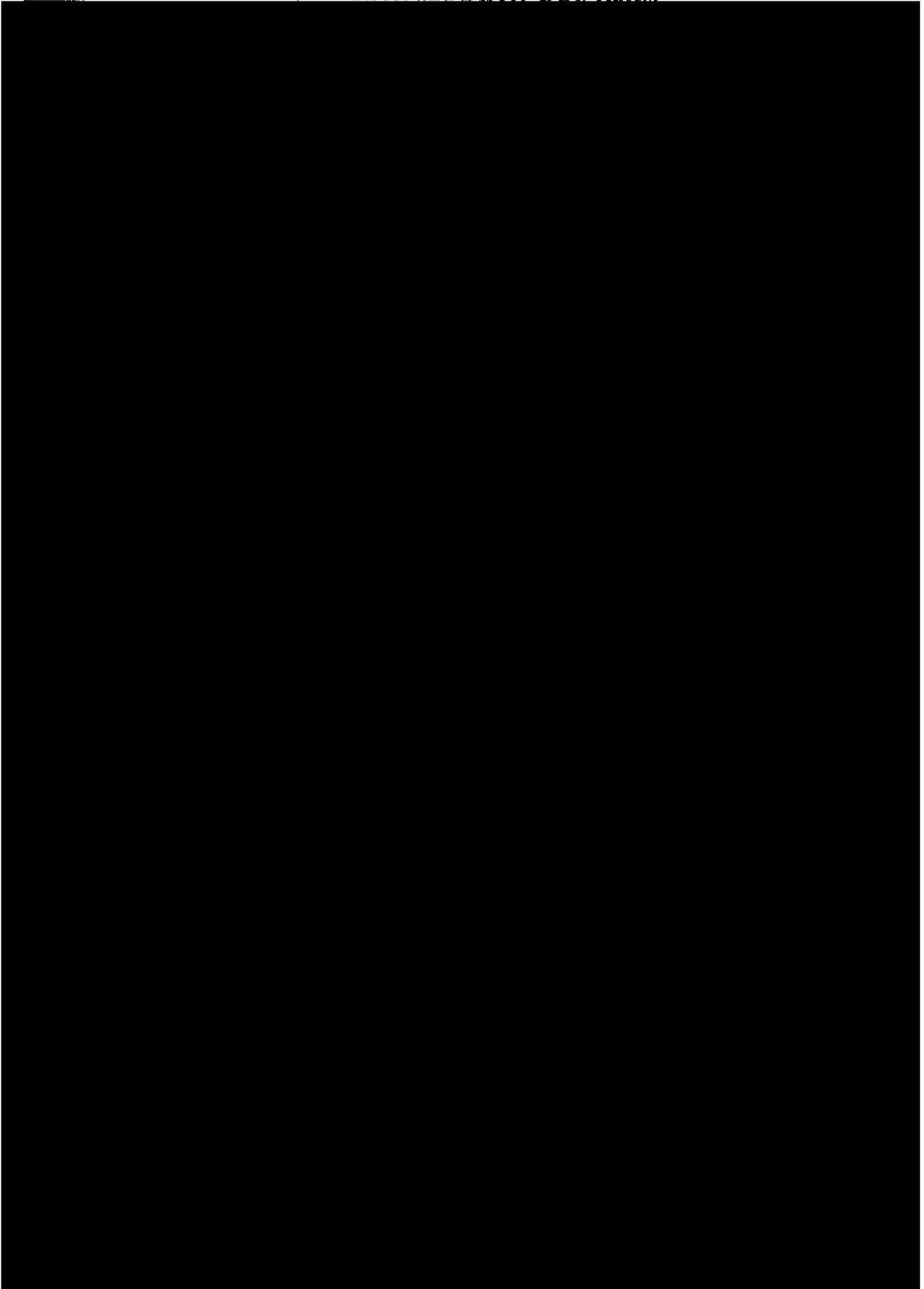
CALL TARIFFS

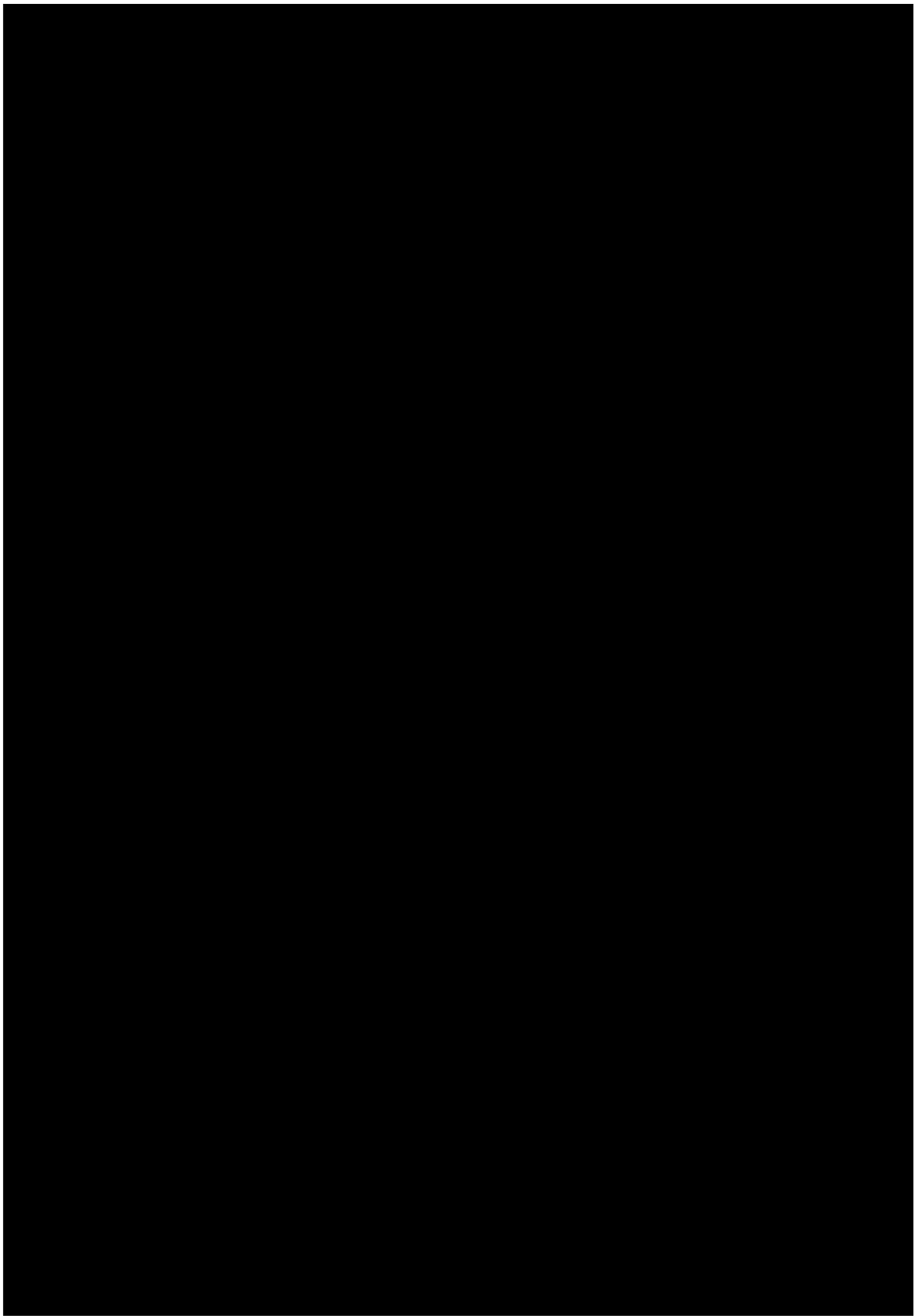
Tariff	Billing	Minimum Call Charge (where applicable)	Price
Local	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3
National	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3
International (break down by country)	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3

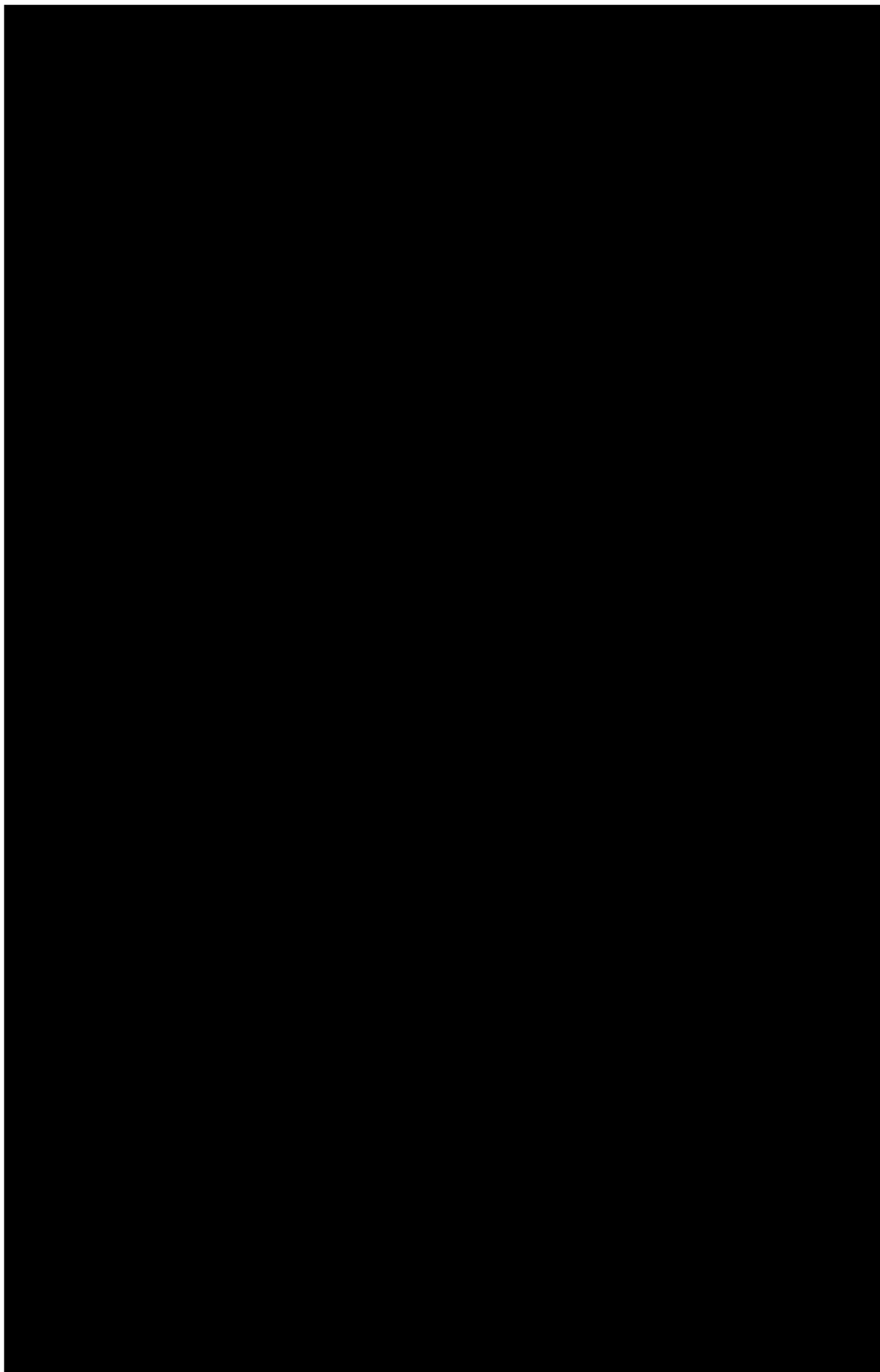
Non Geographic codes	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3
Special Services	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3
Directory Enquiries	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3
Operator Services	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3
Mobile networks (break down by carrier)	Per second – rounded up to per minute billing as per GC rate plan	No minimum call charge	Please see GC rate plan – Appendix 3
ISDN / videoconferencing	Per second		

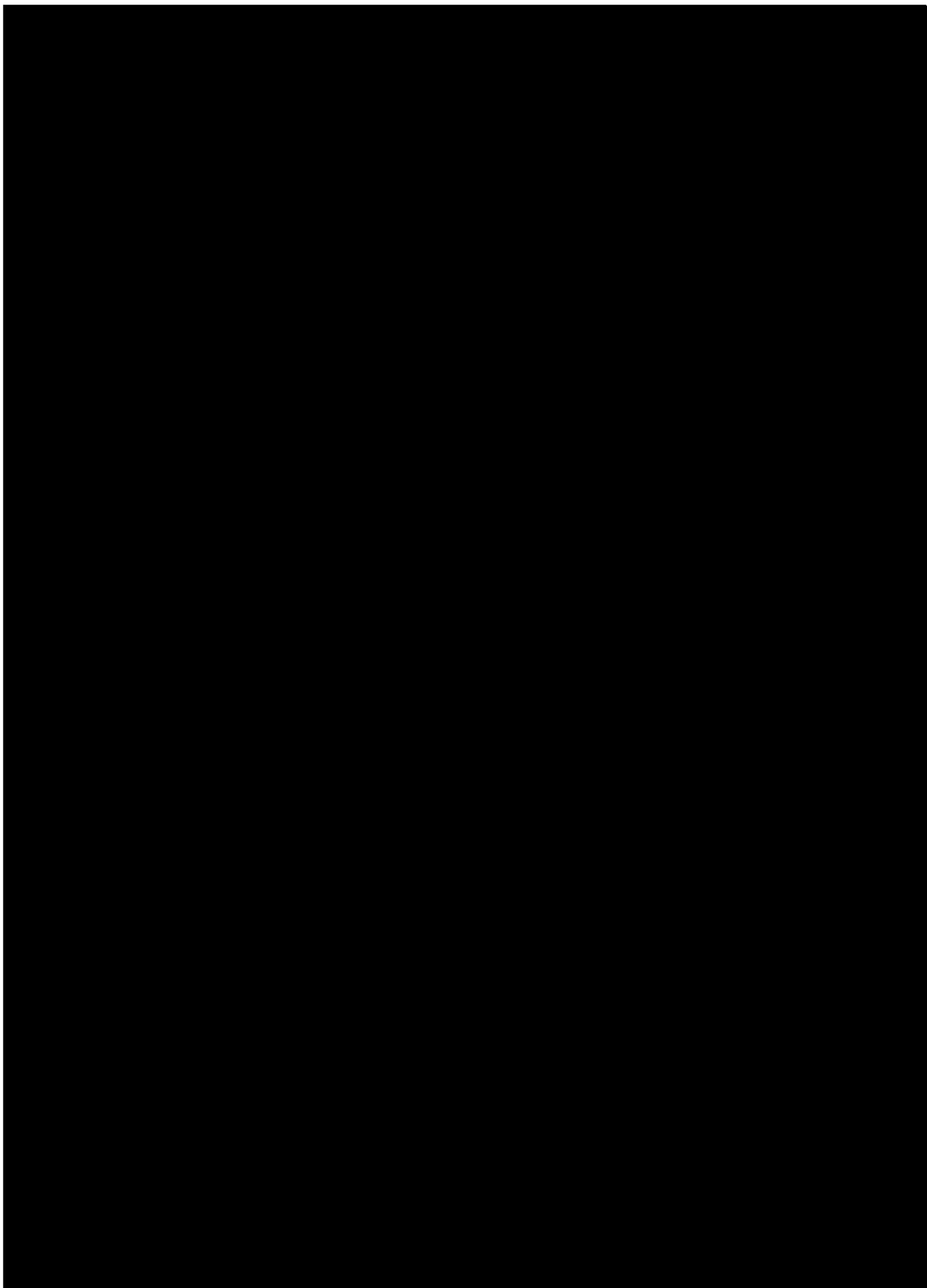
Appendix 3 - DDS Rates for GLA

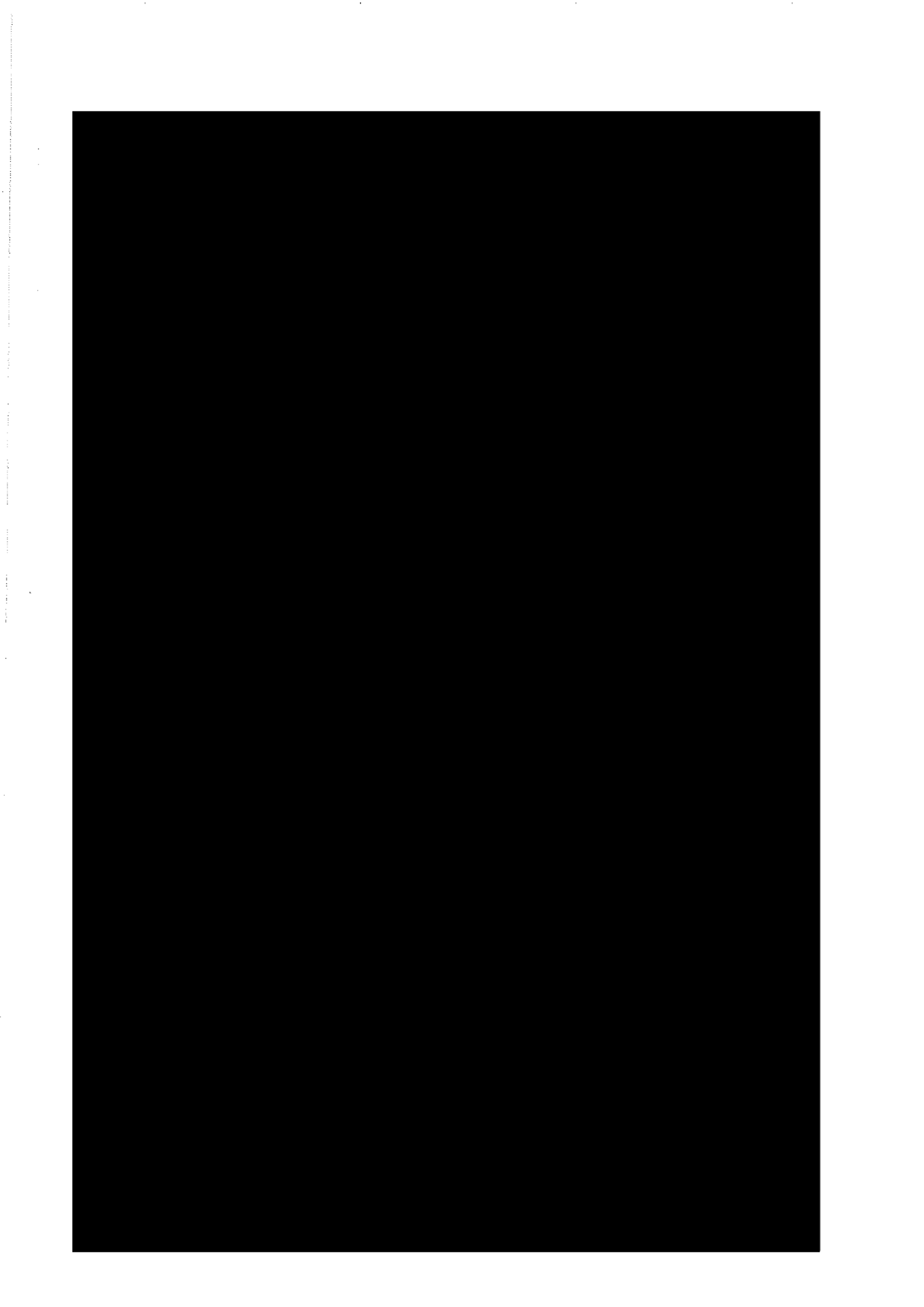
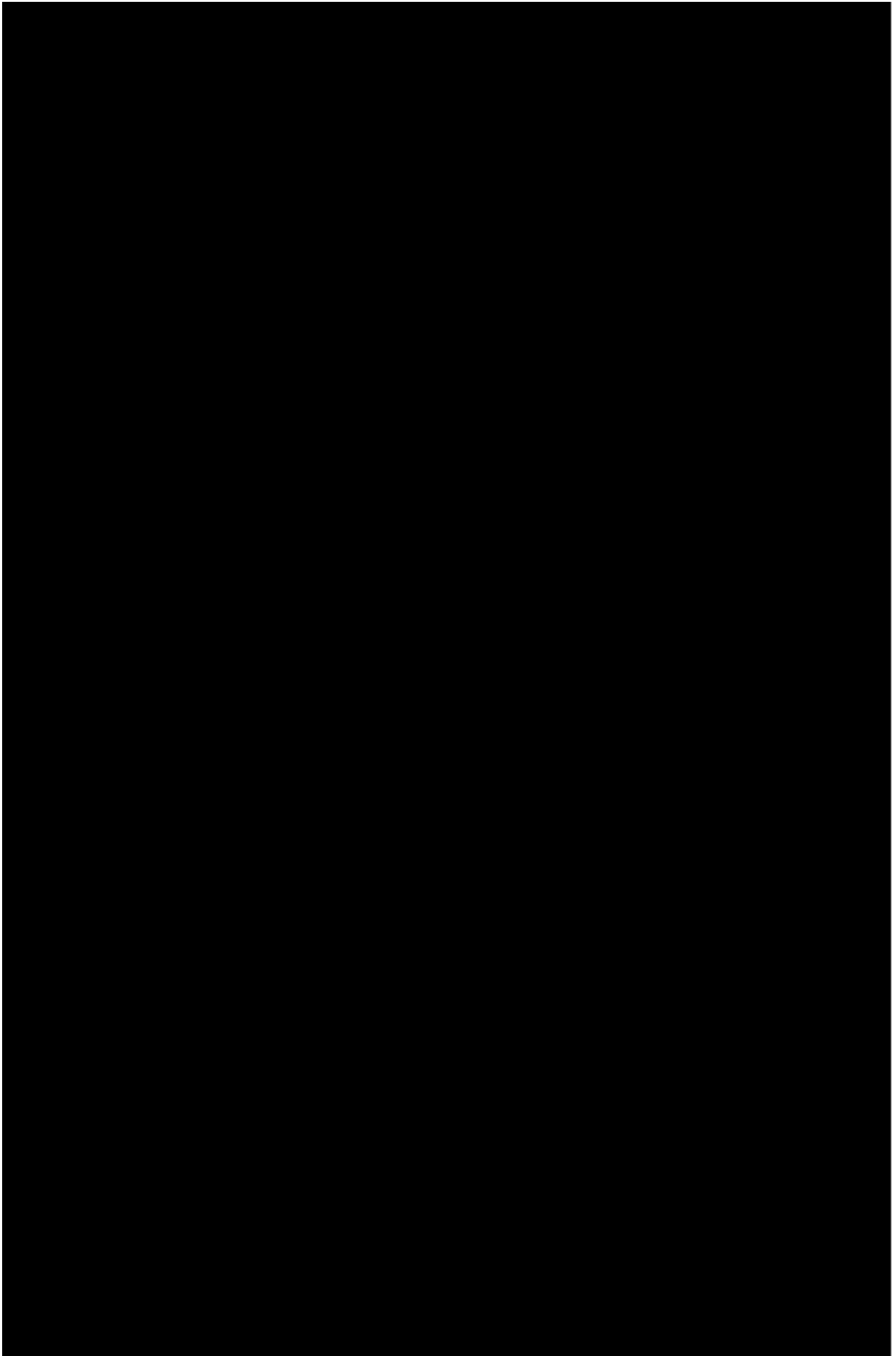
Greater London Authority - Indirect and Direct DDS Rates.

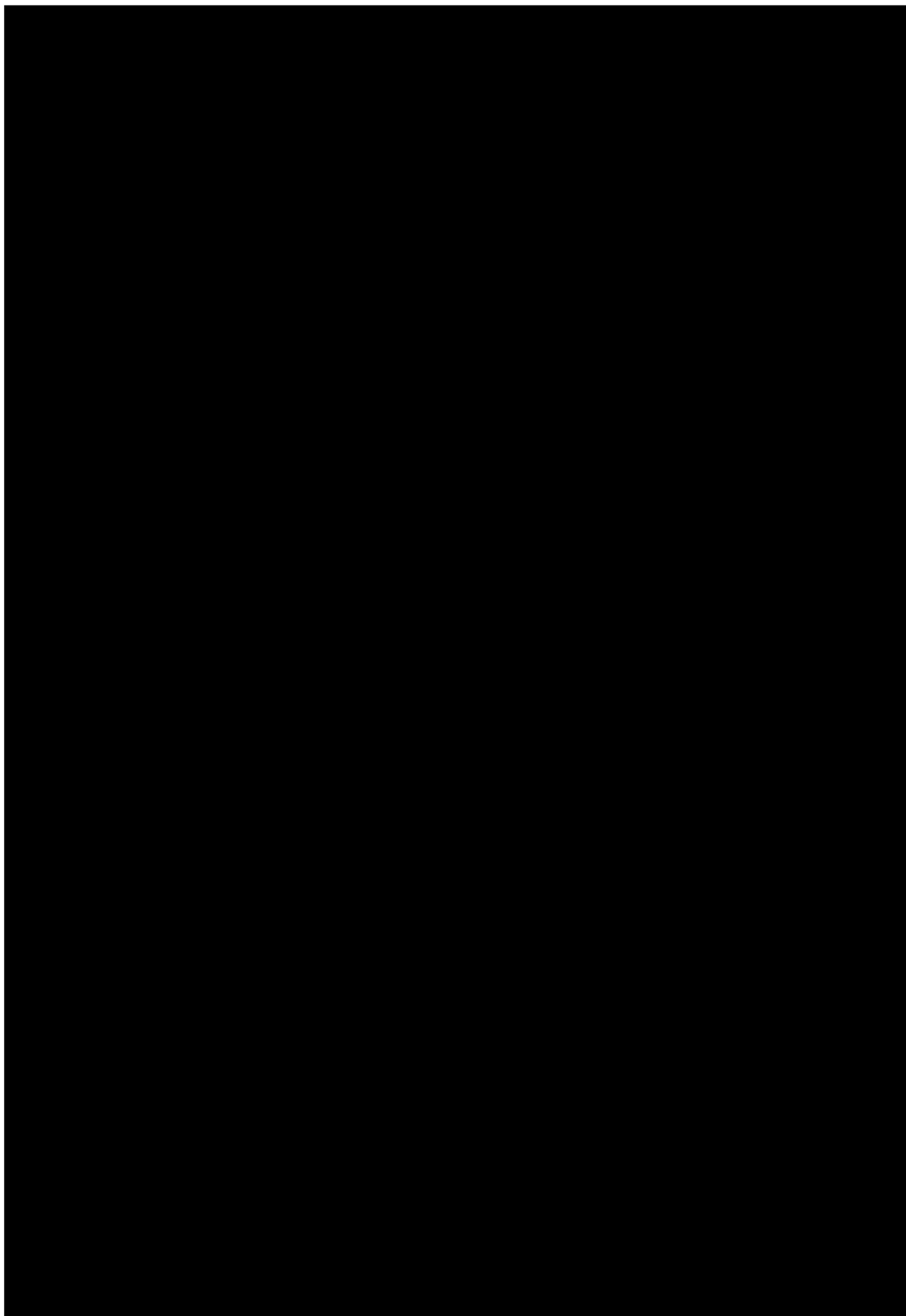


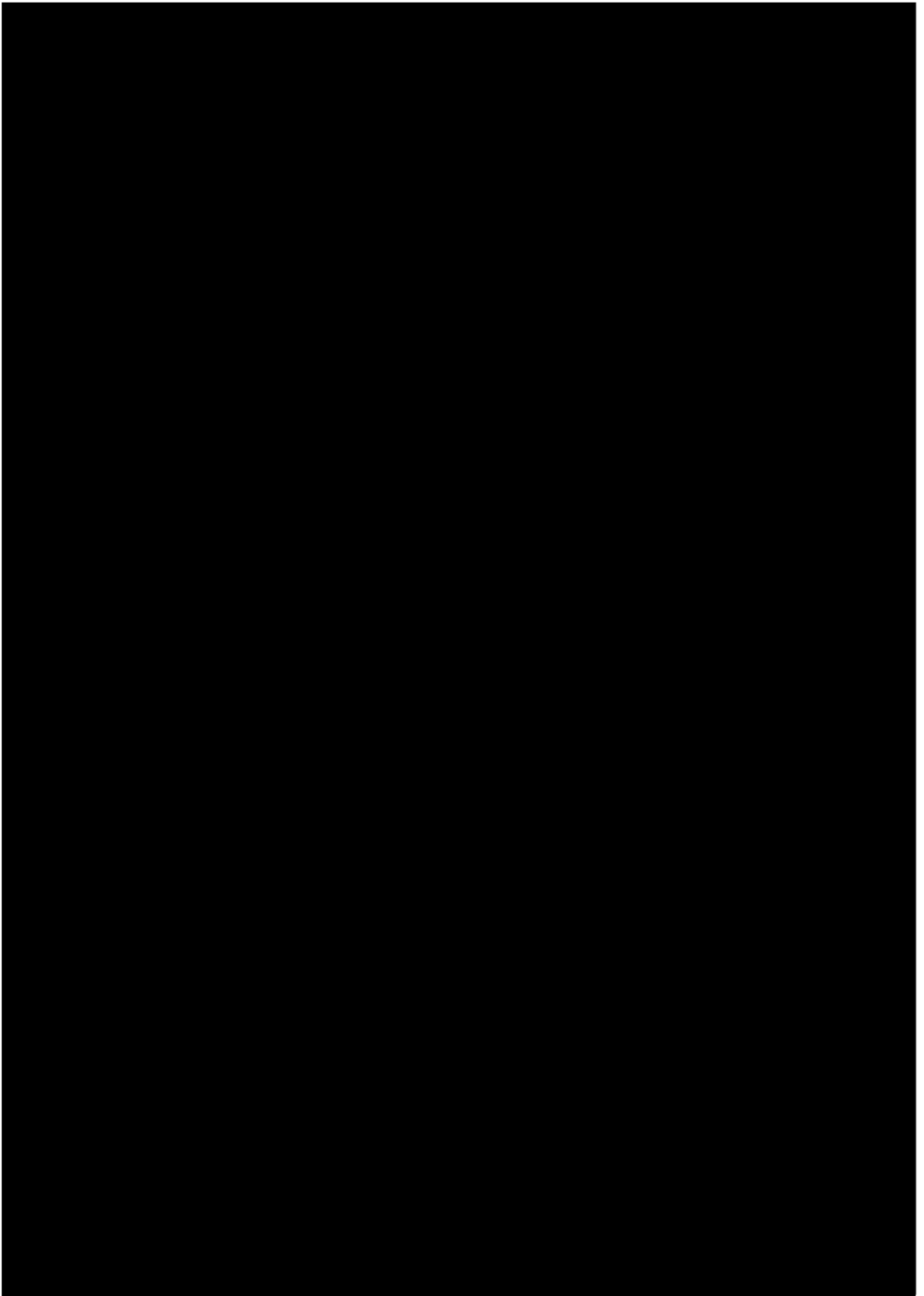


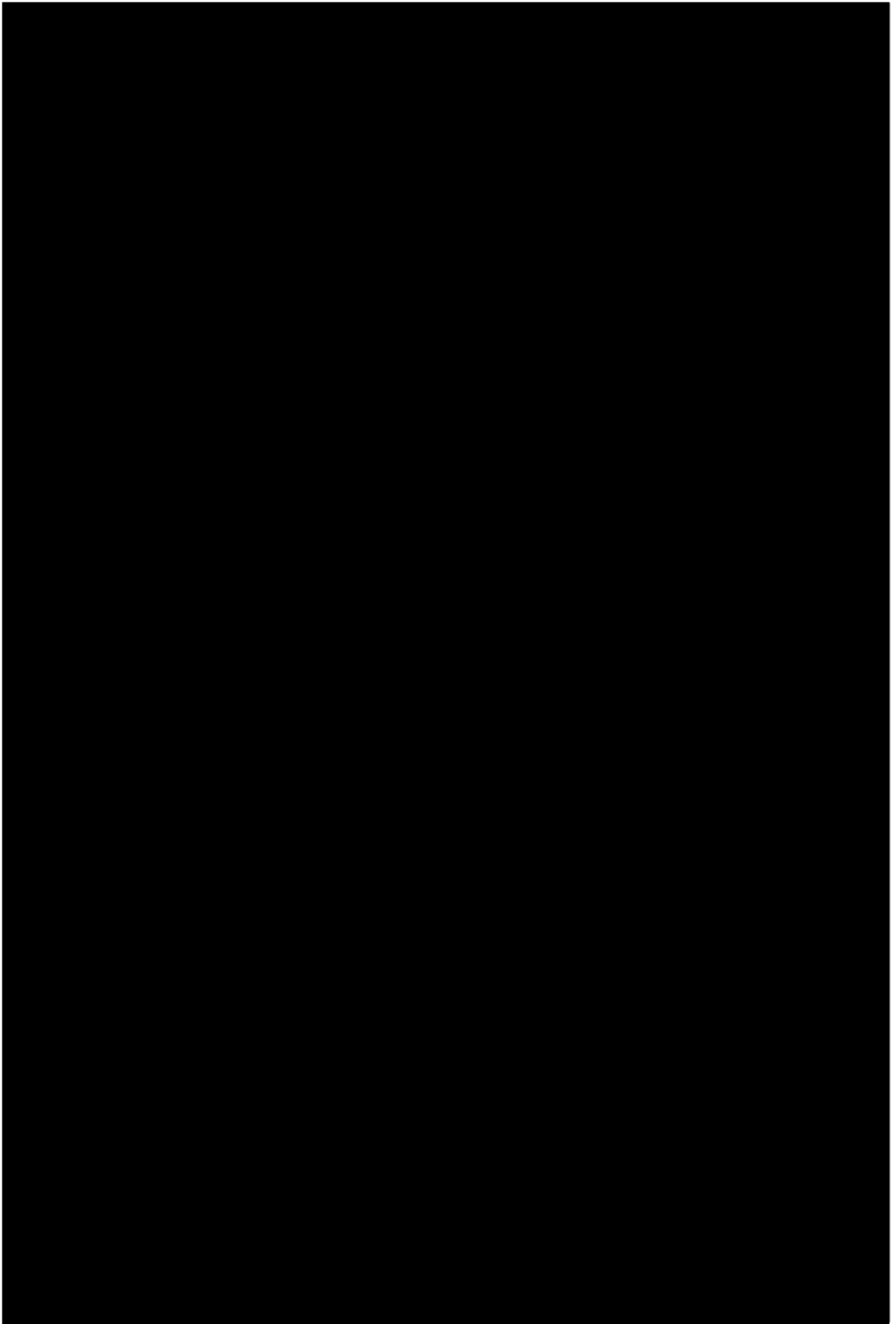


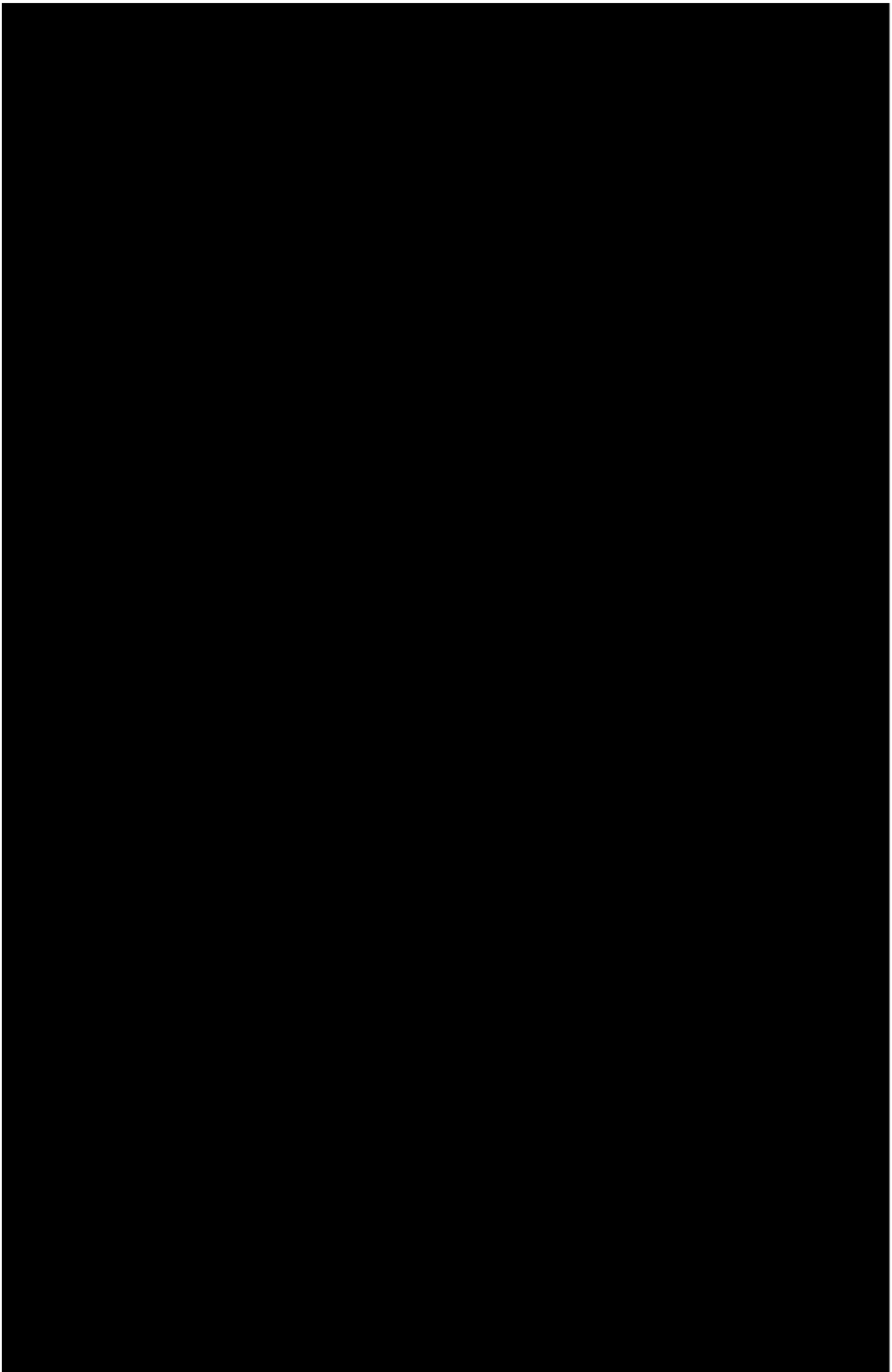


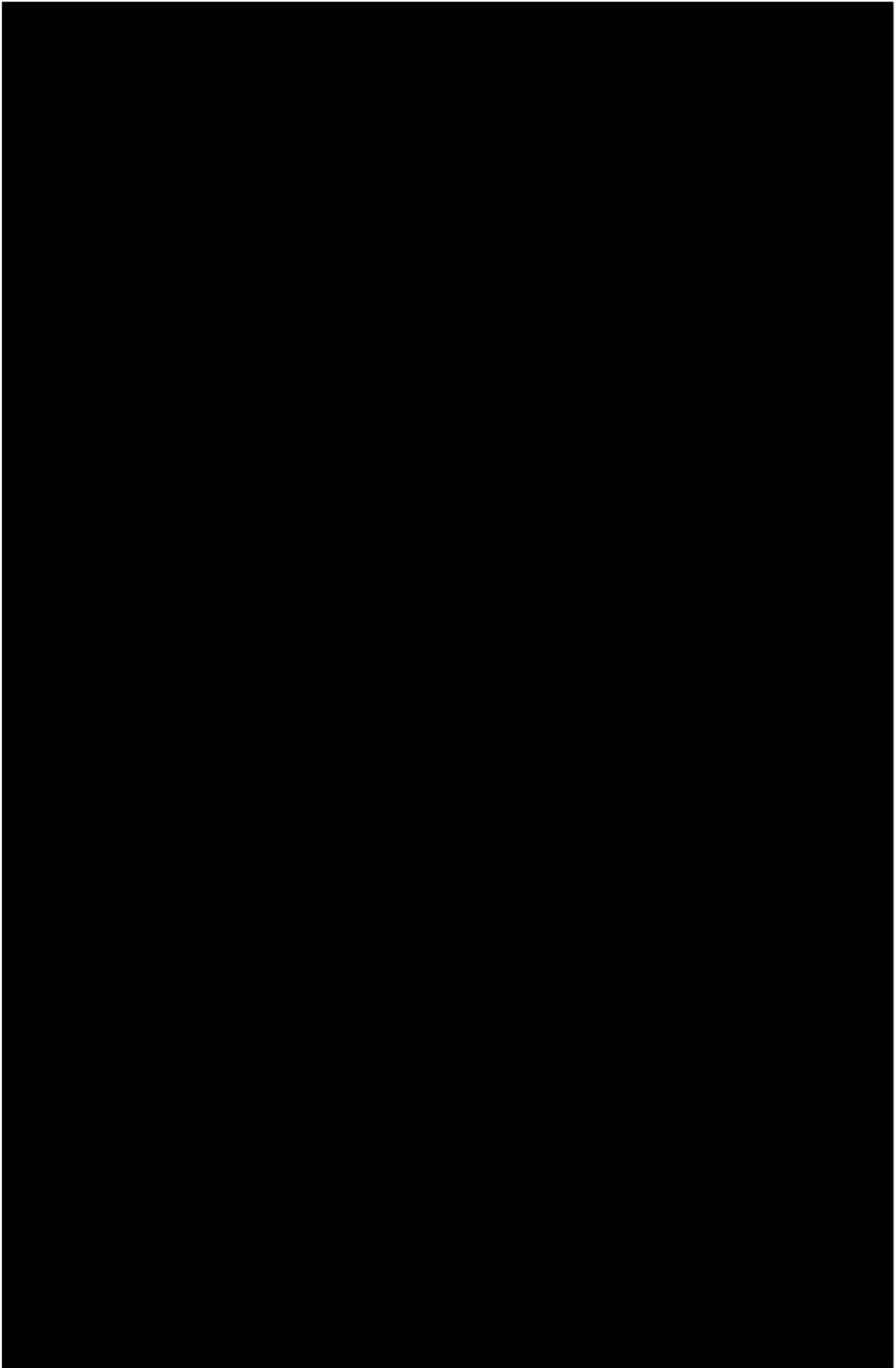


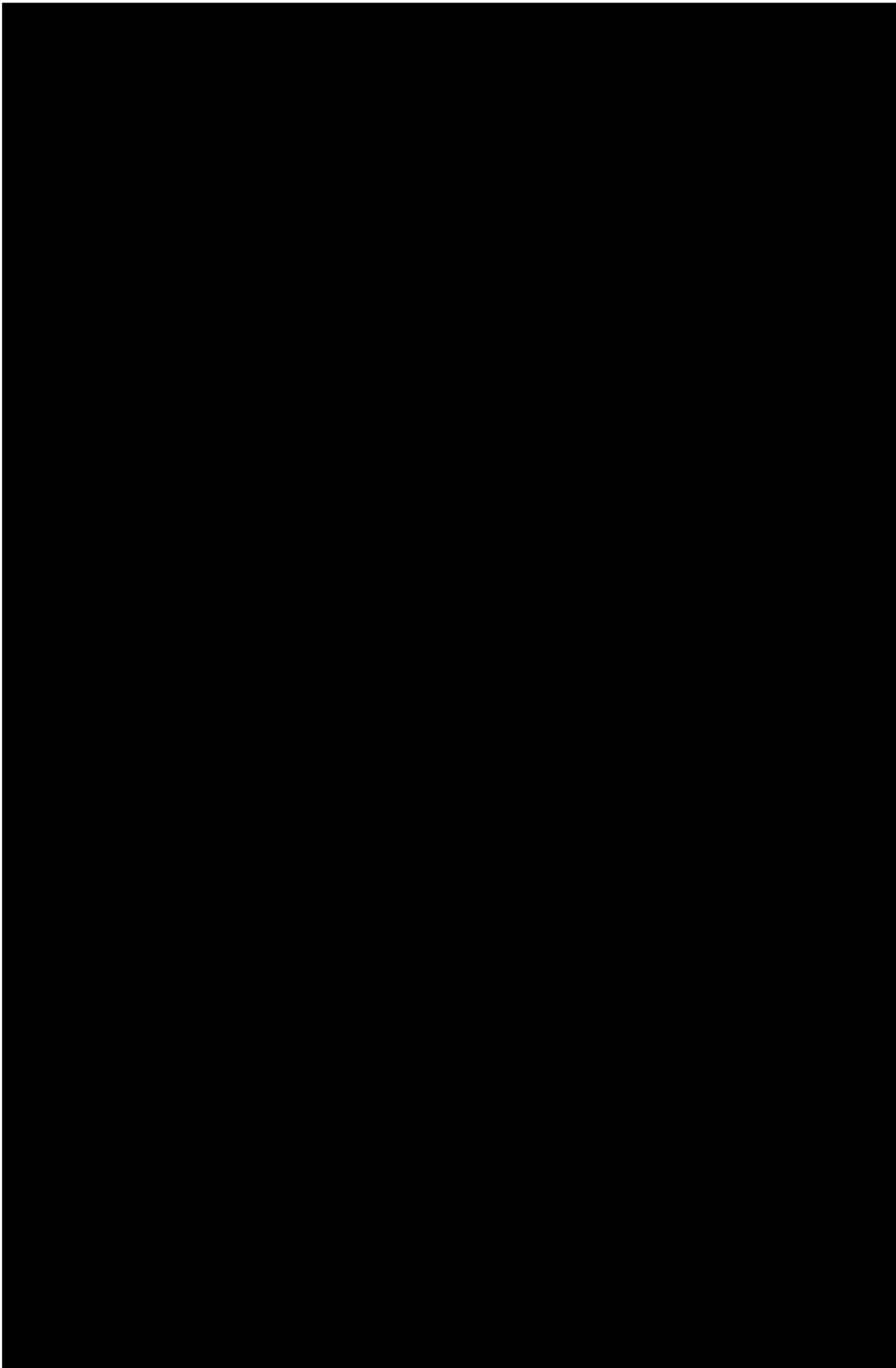


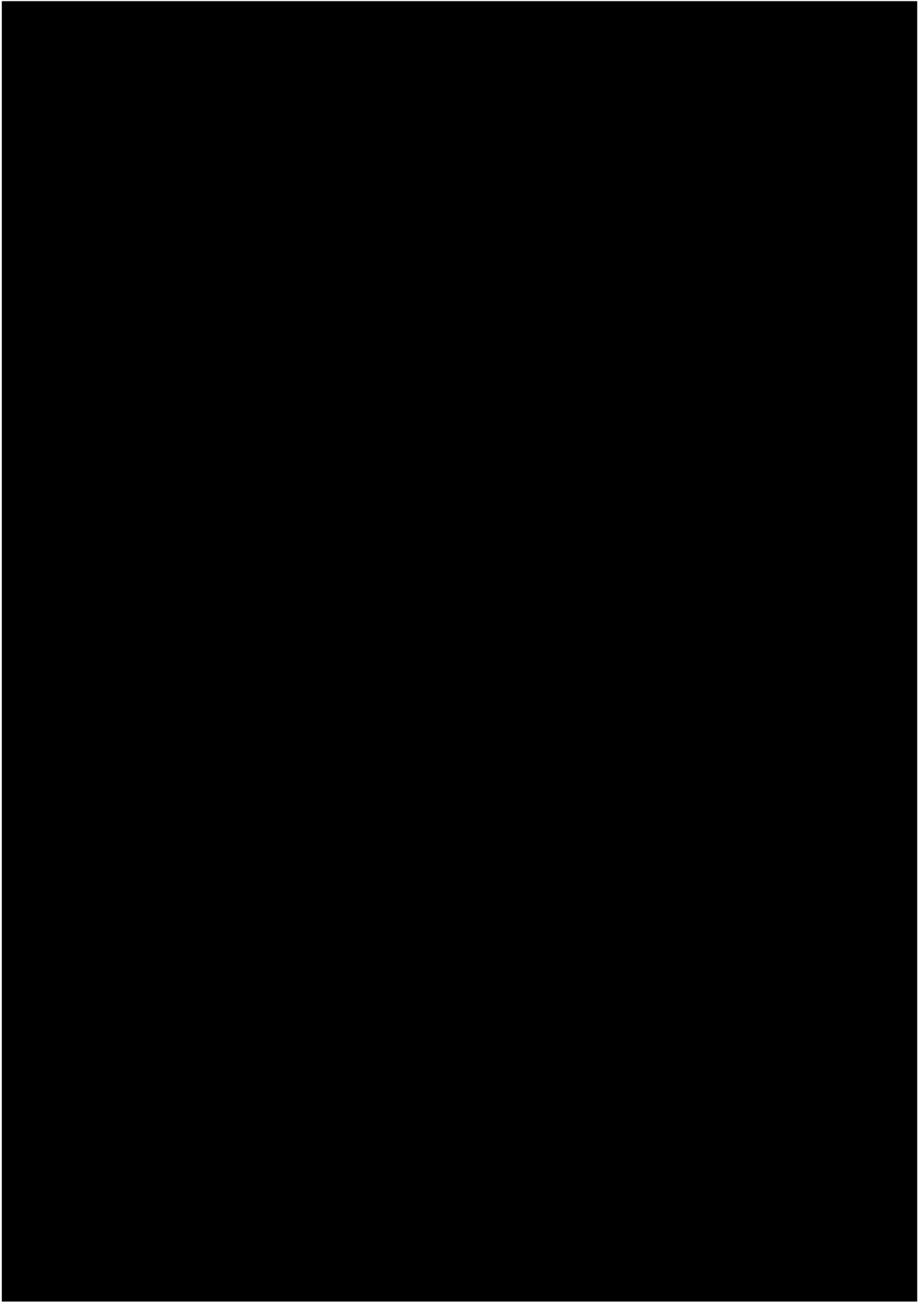


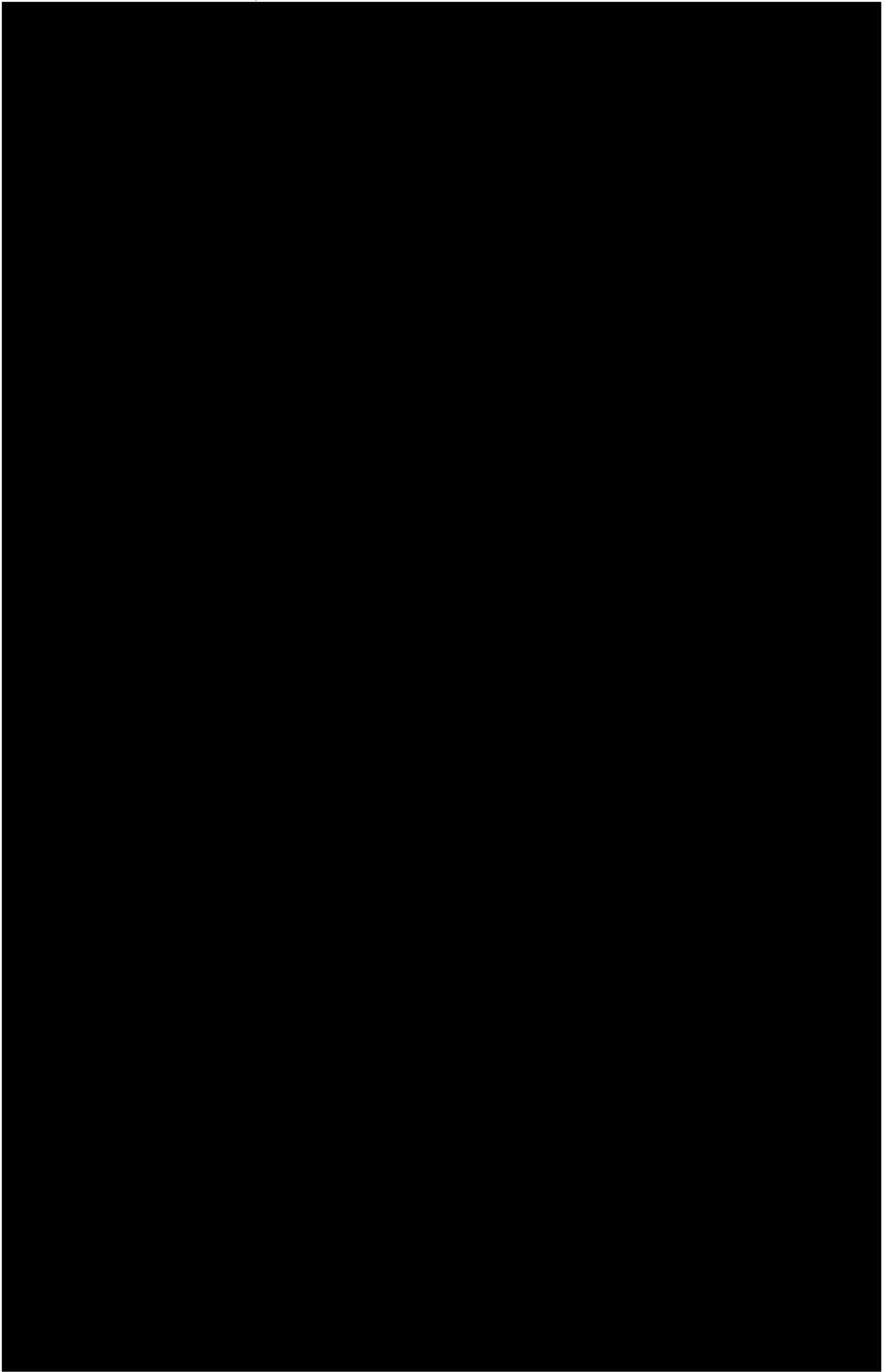




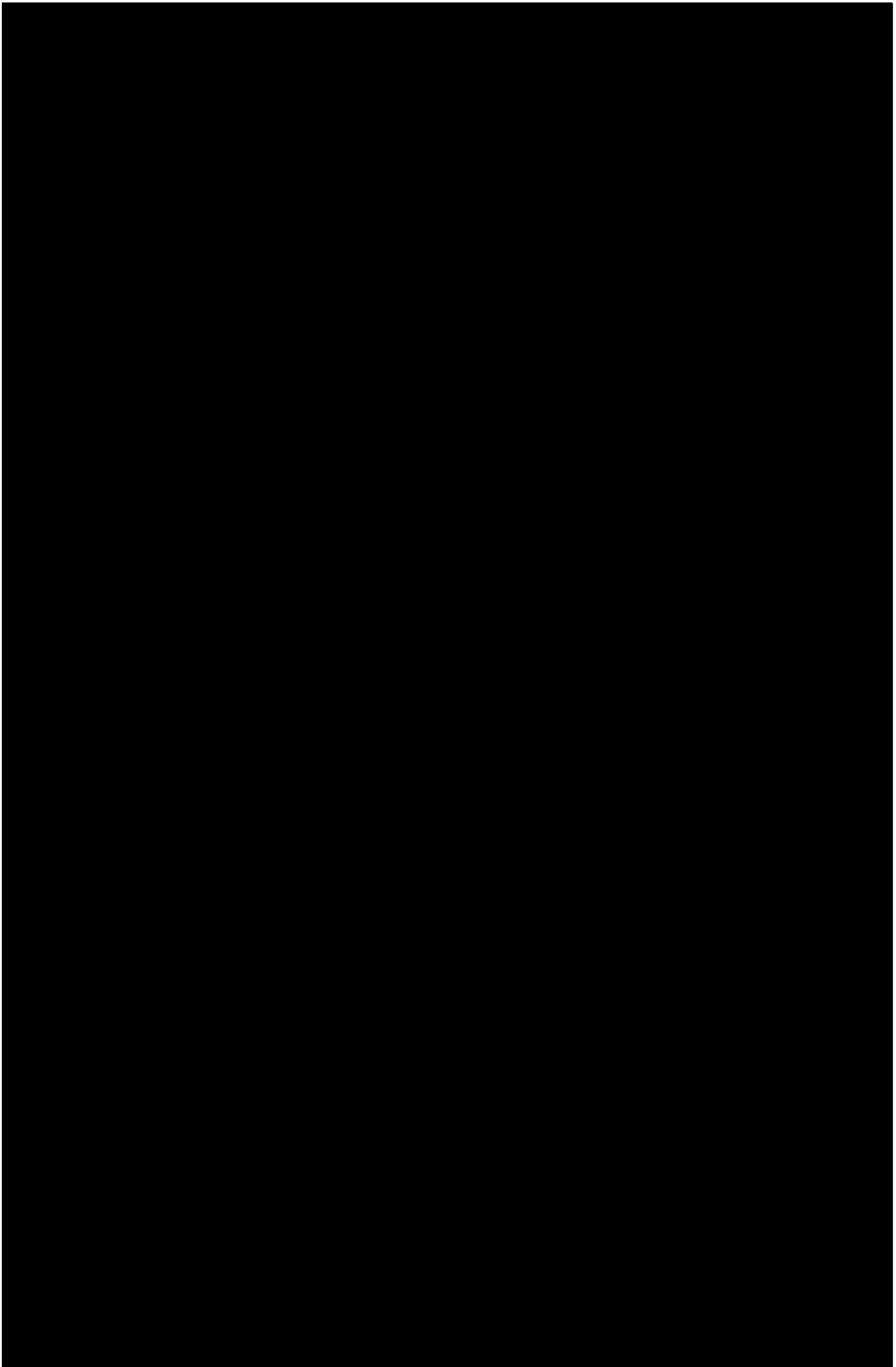


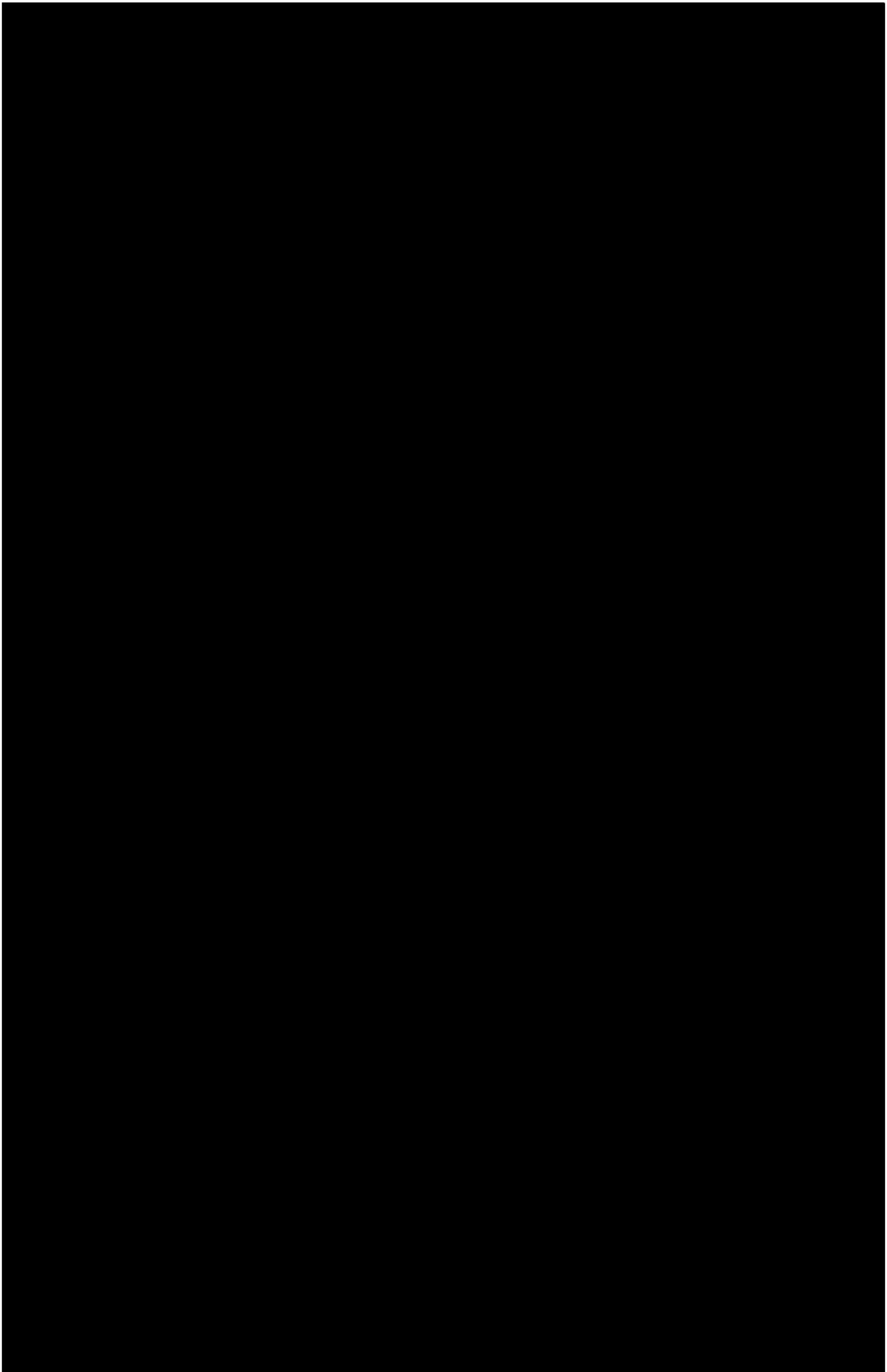


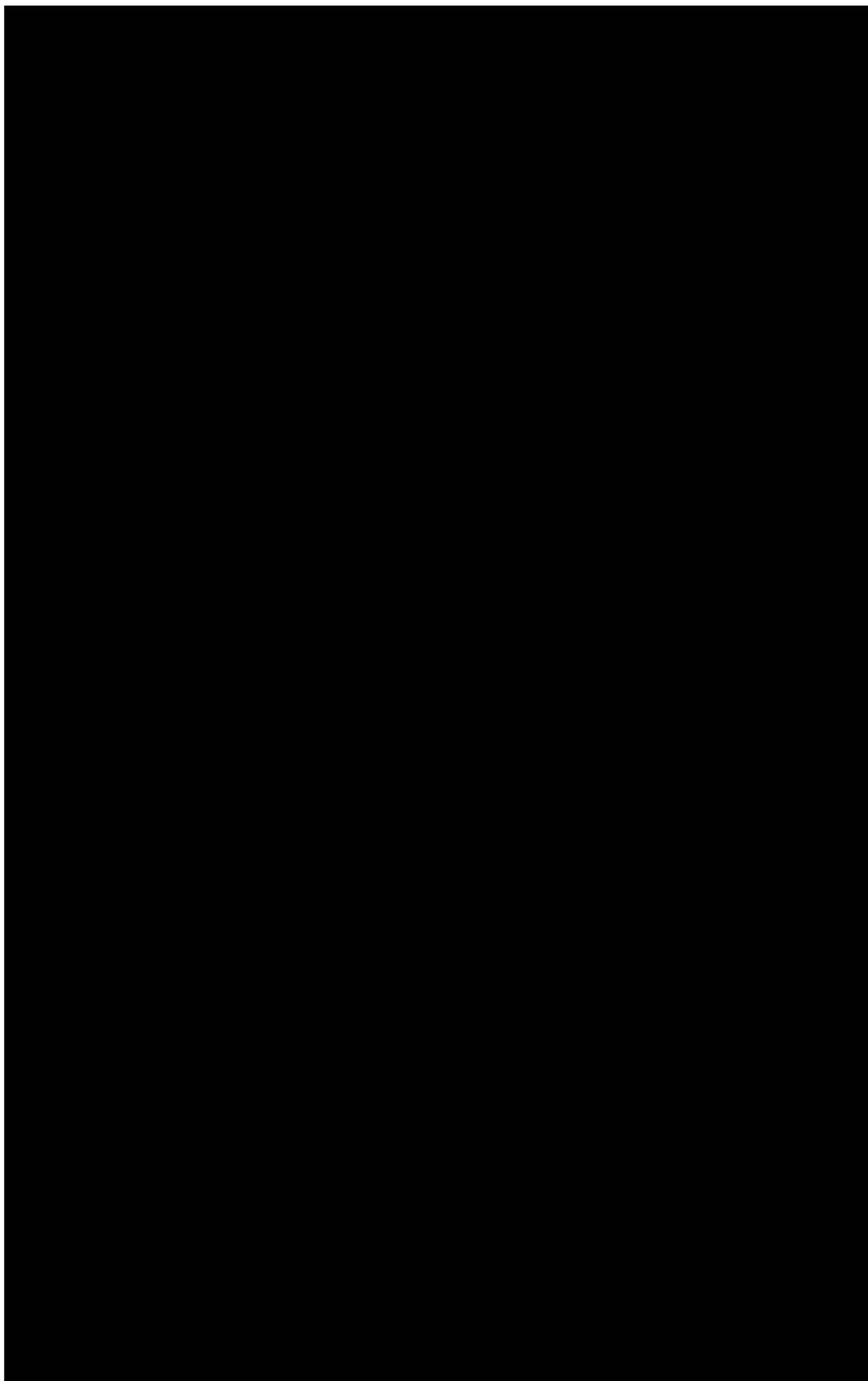






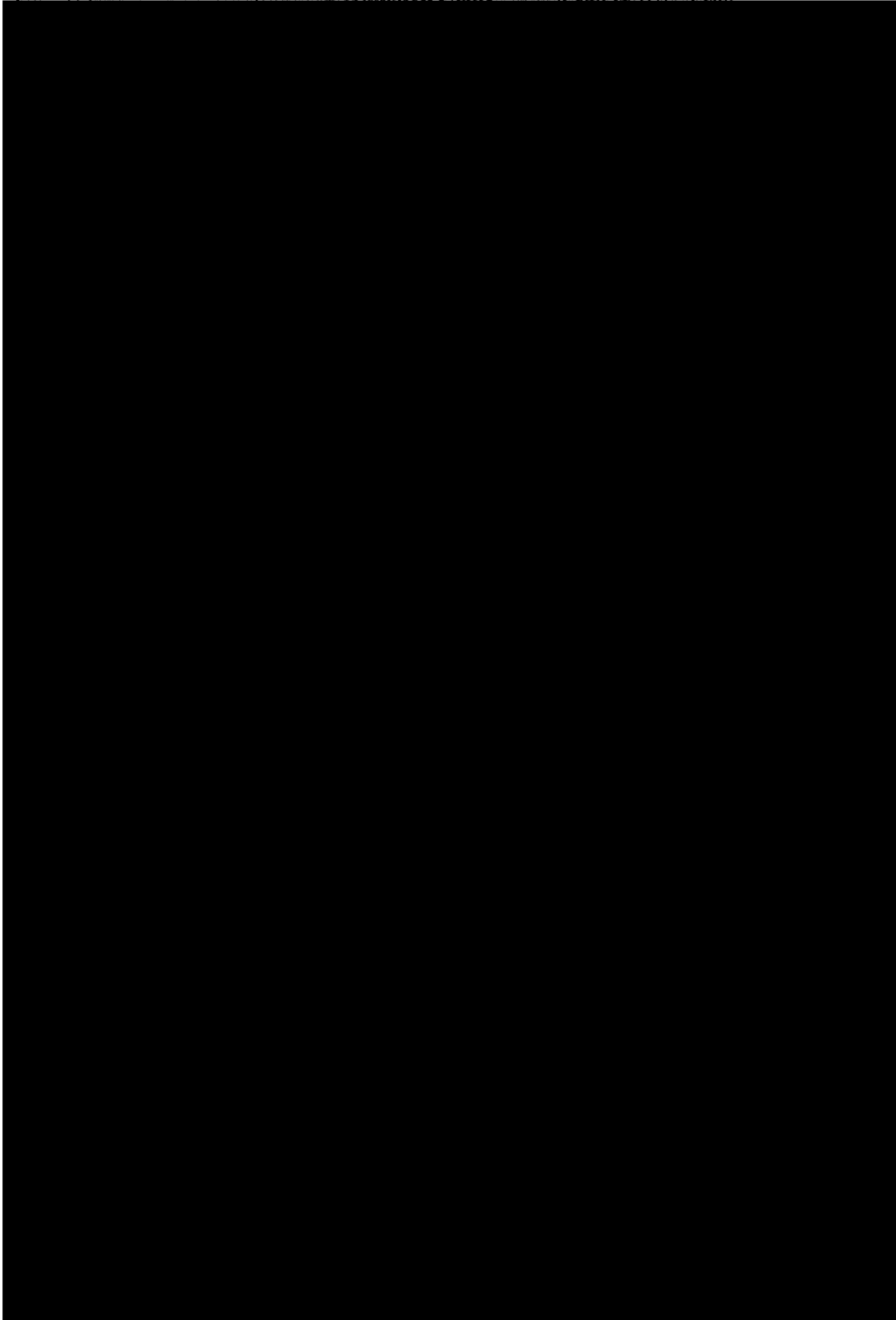


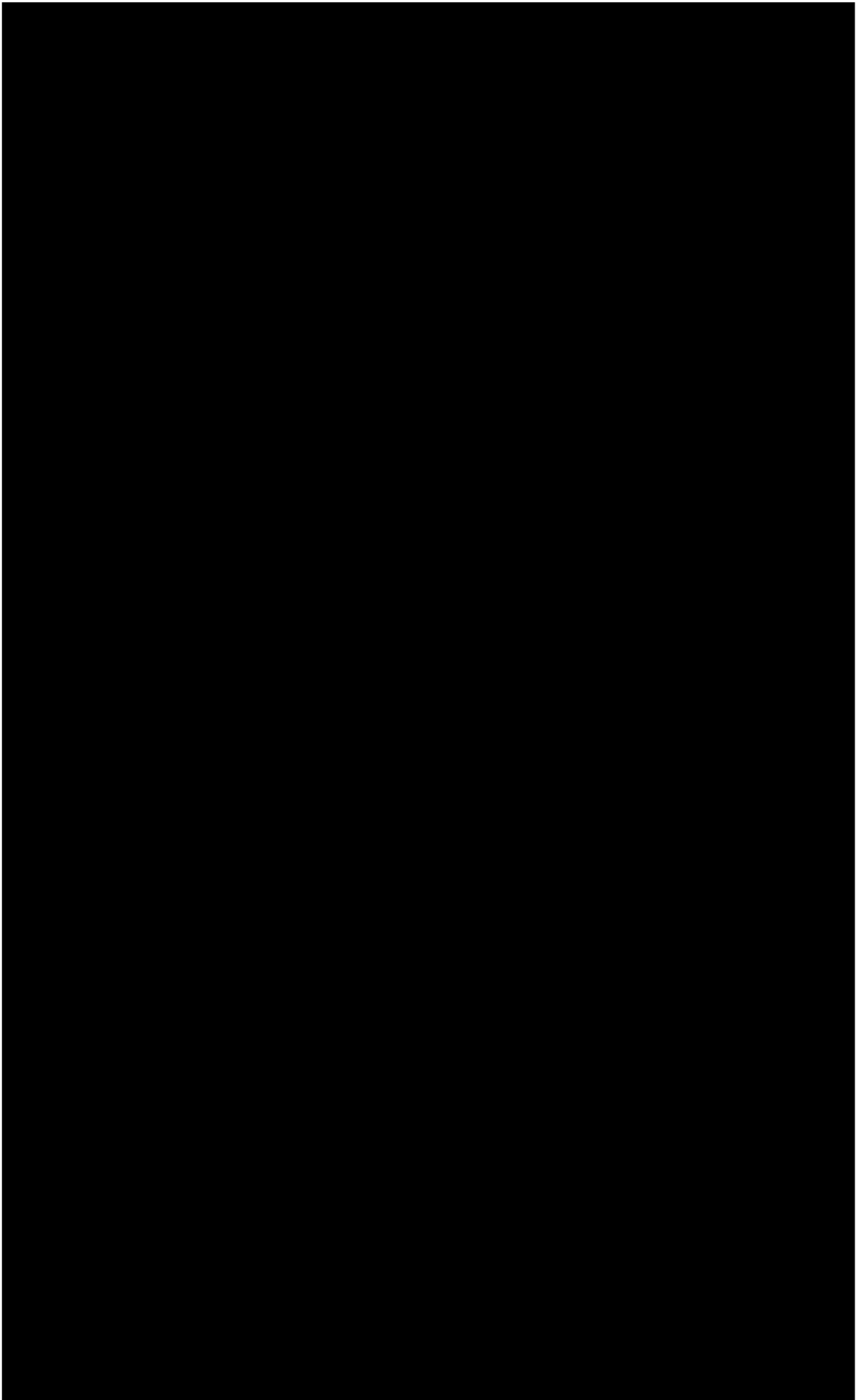


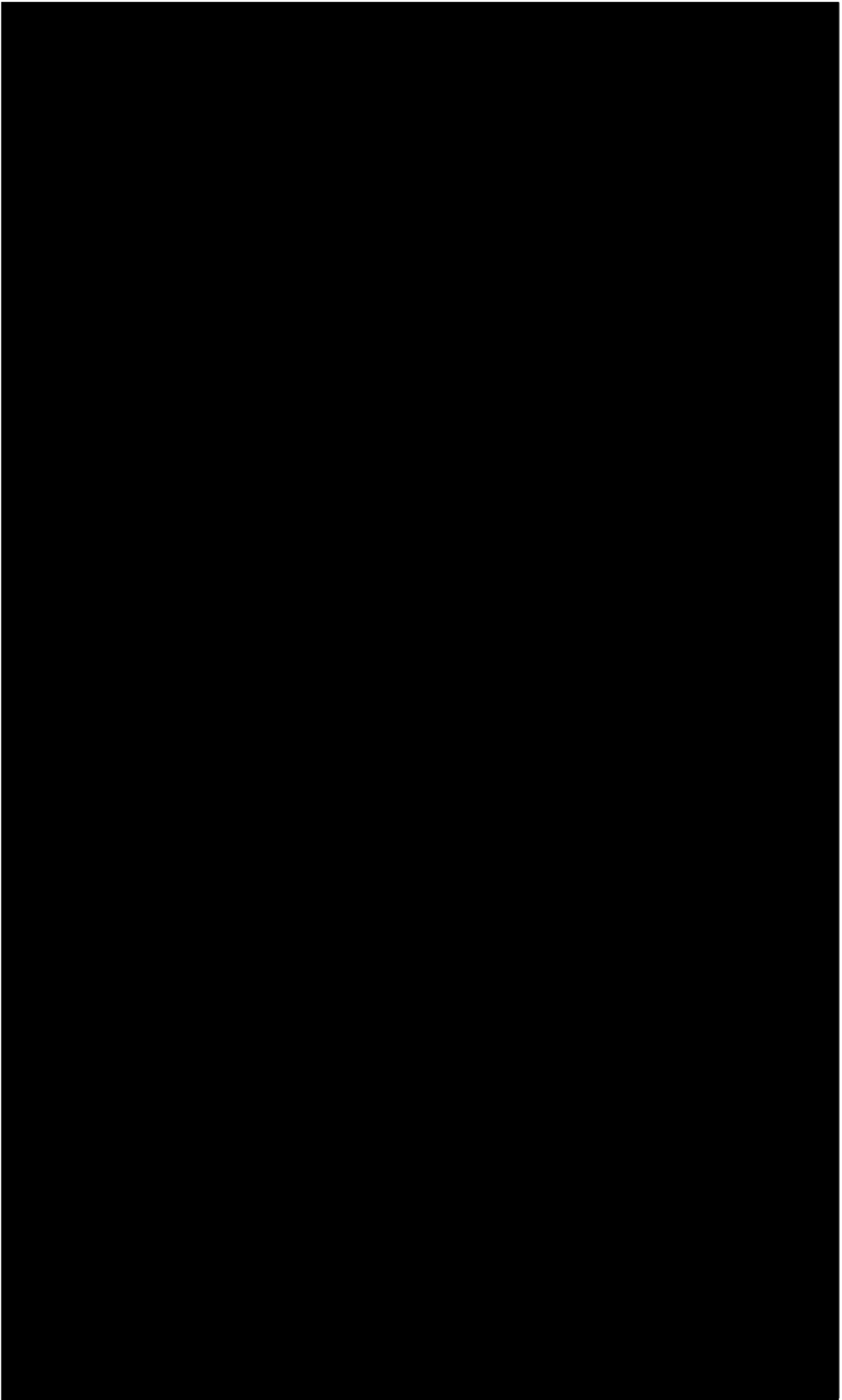


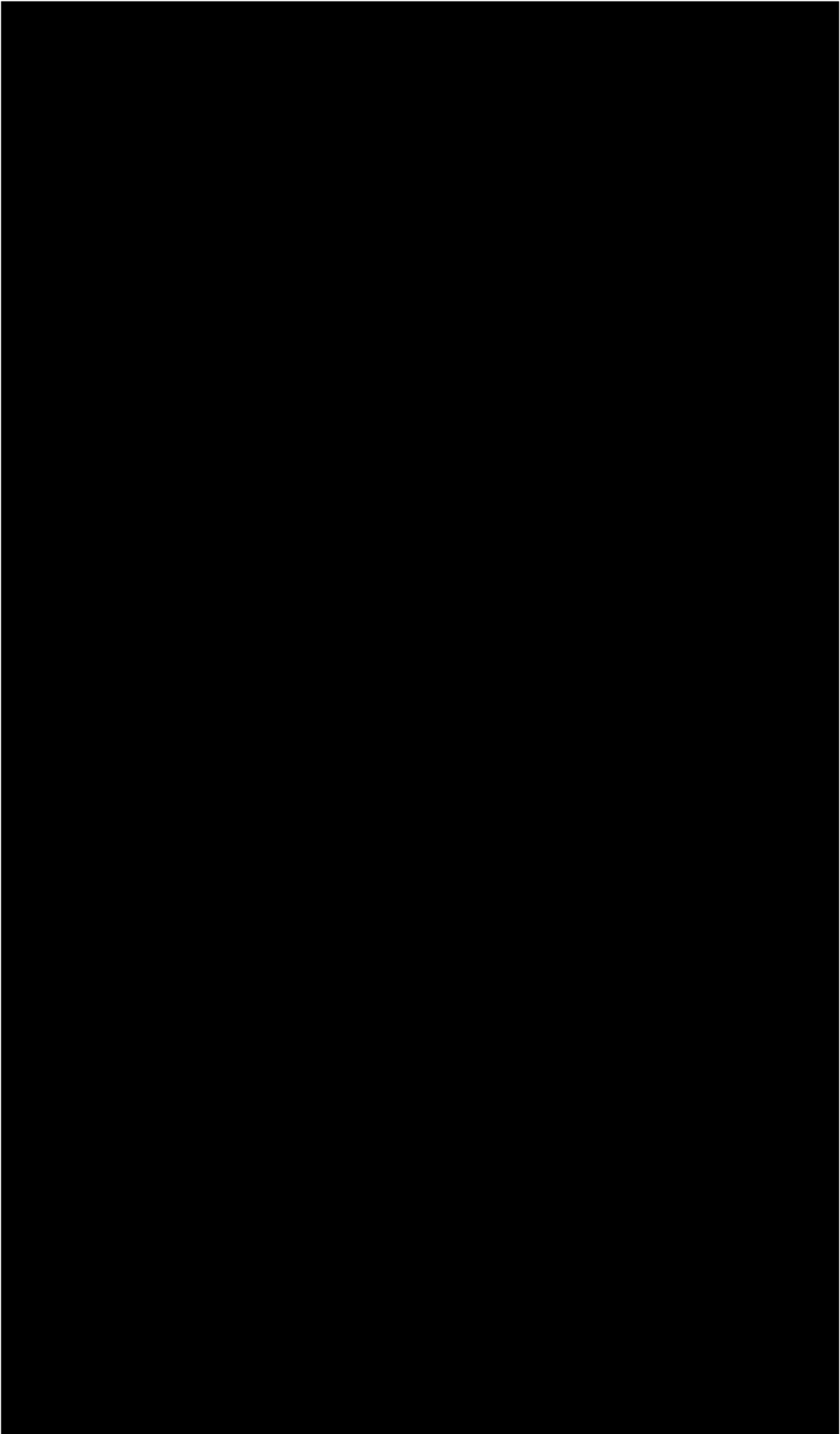
Special Call Rates

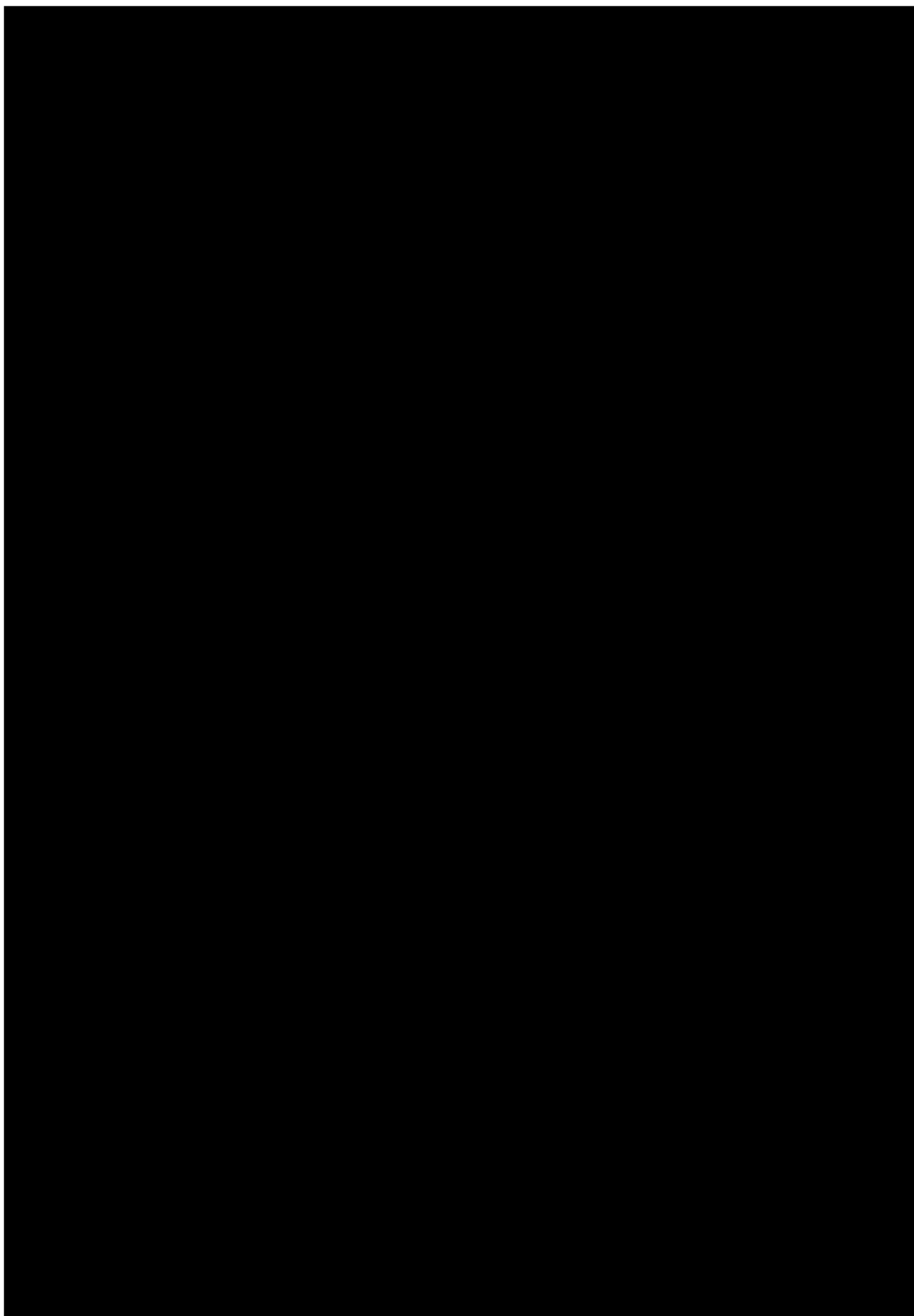
			£ per Minute
Charge	Dial Code	Destination Name	Peak & Off - Peak

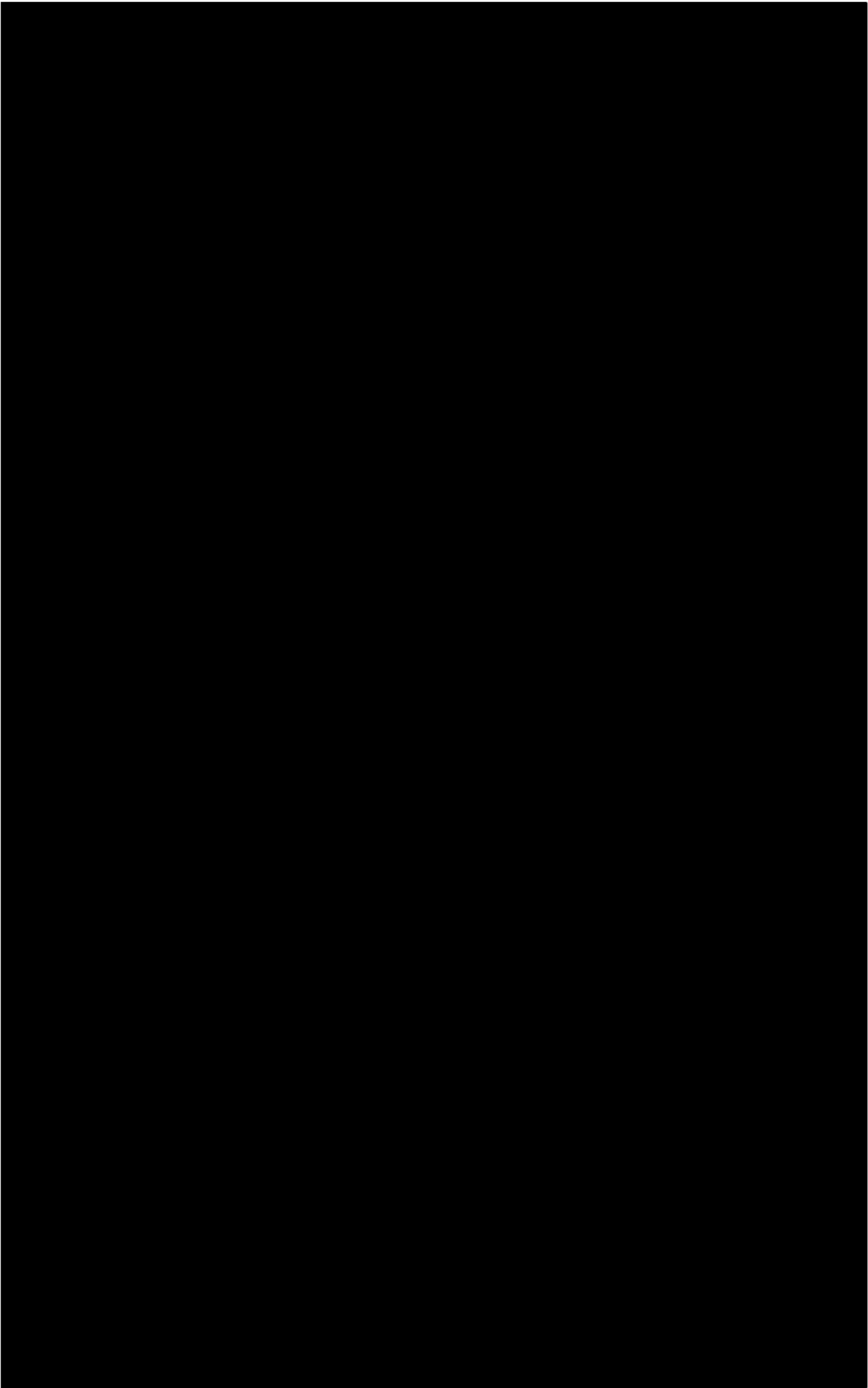


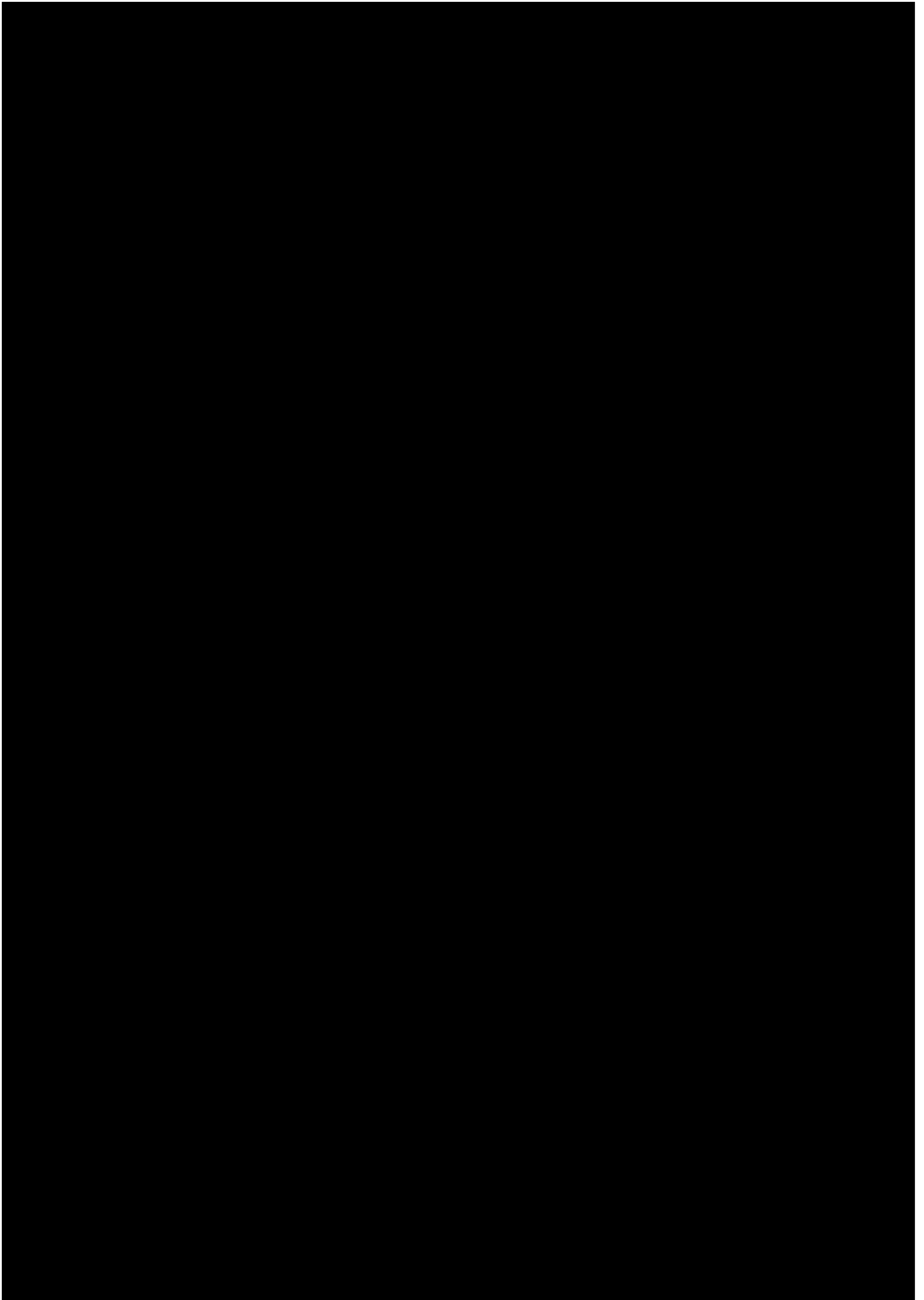


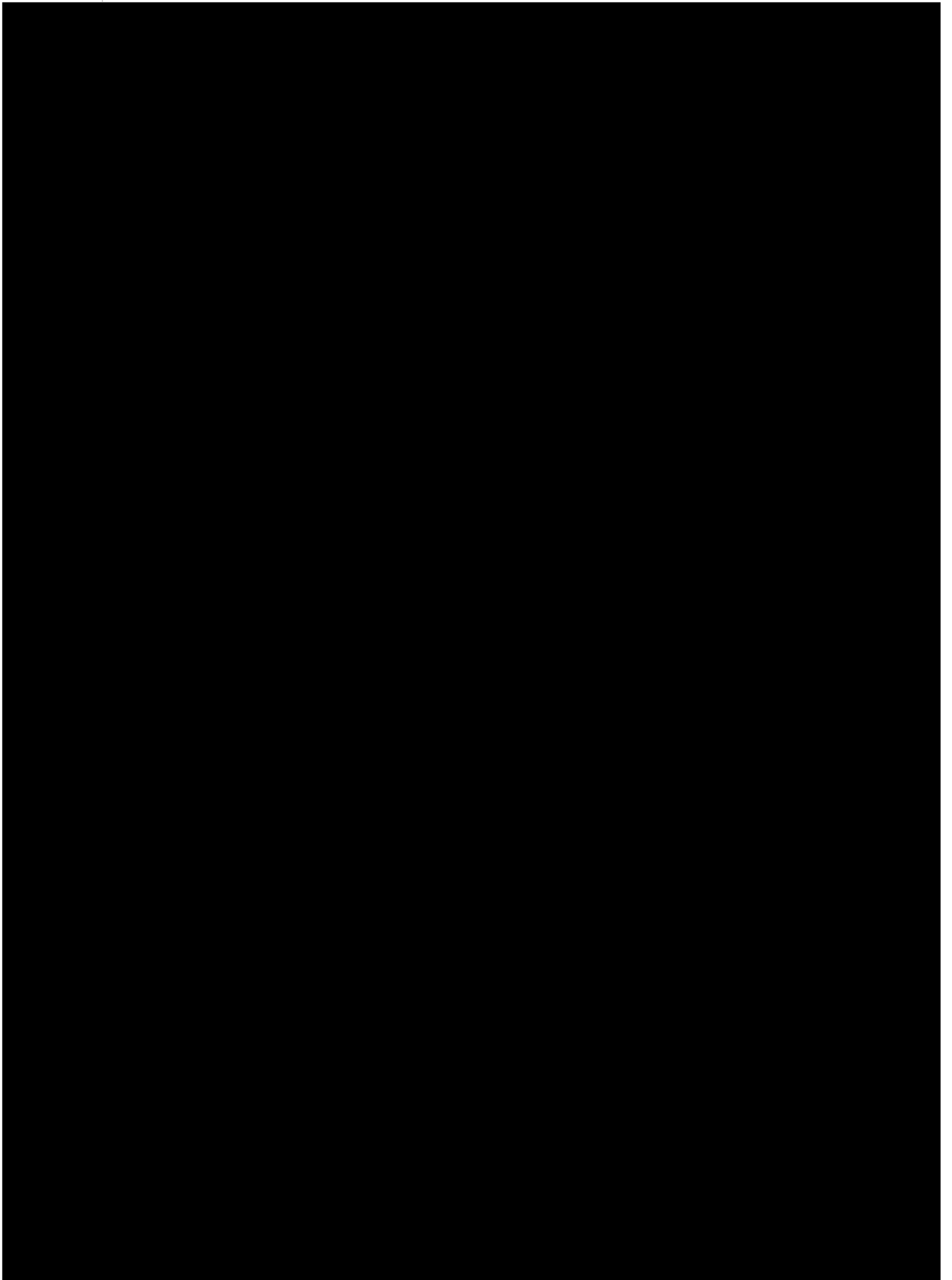


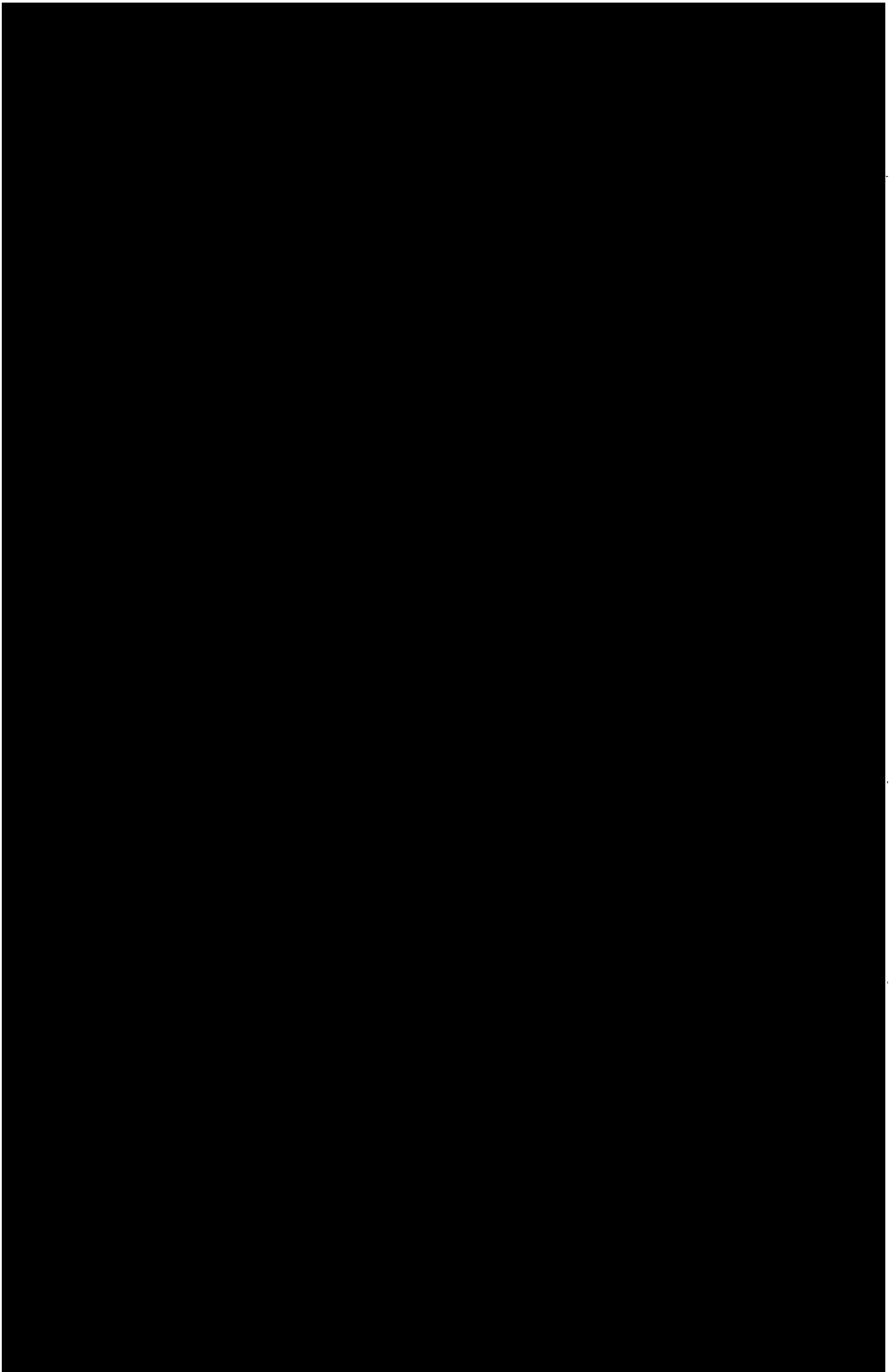


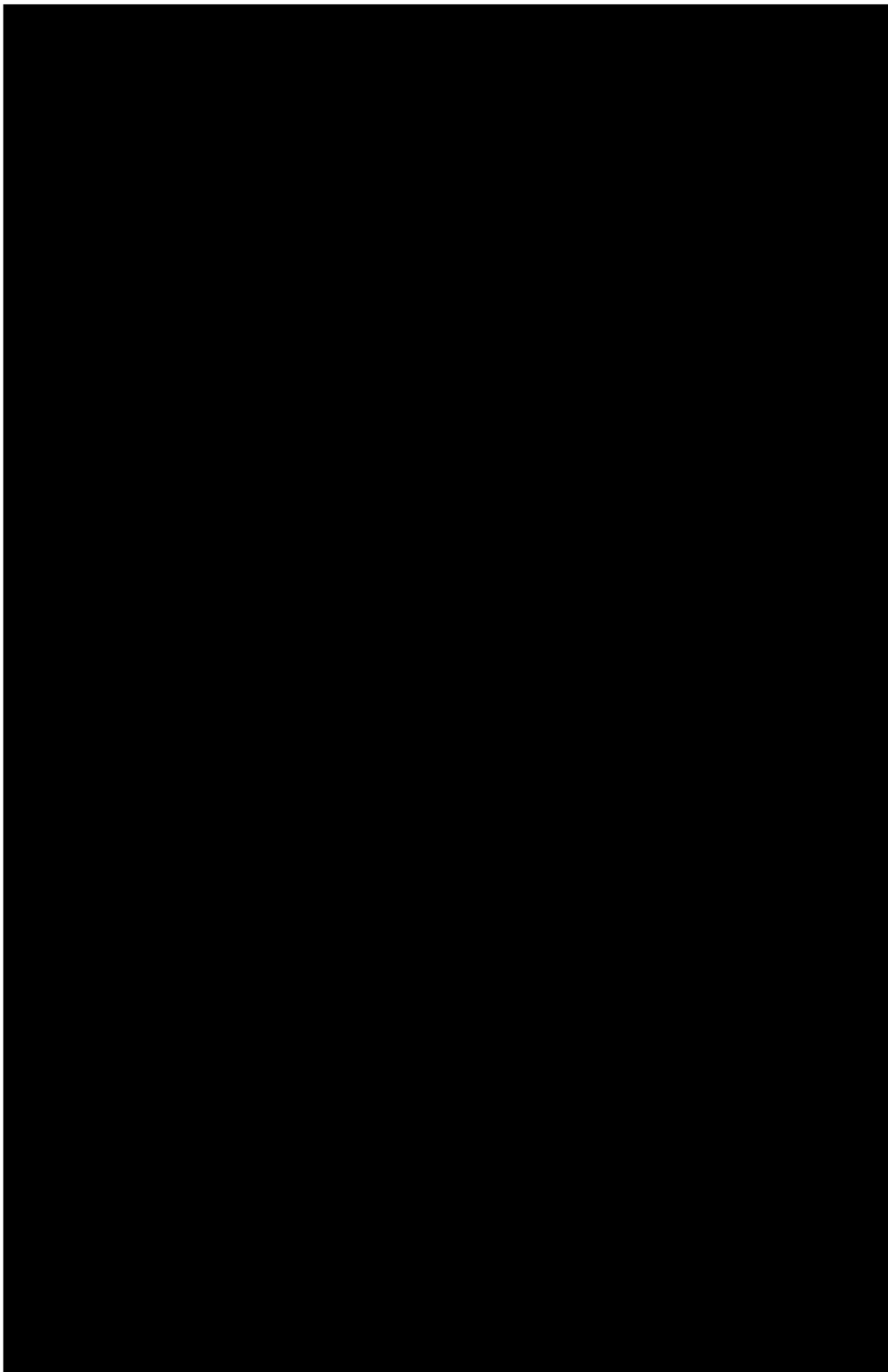


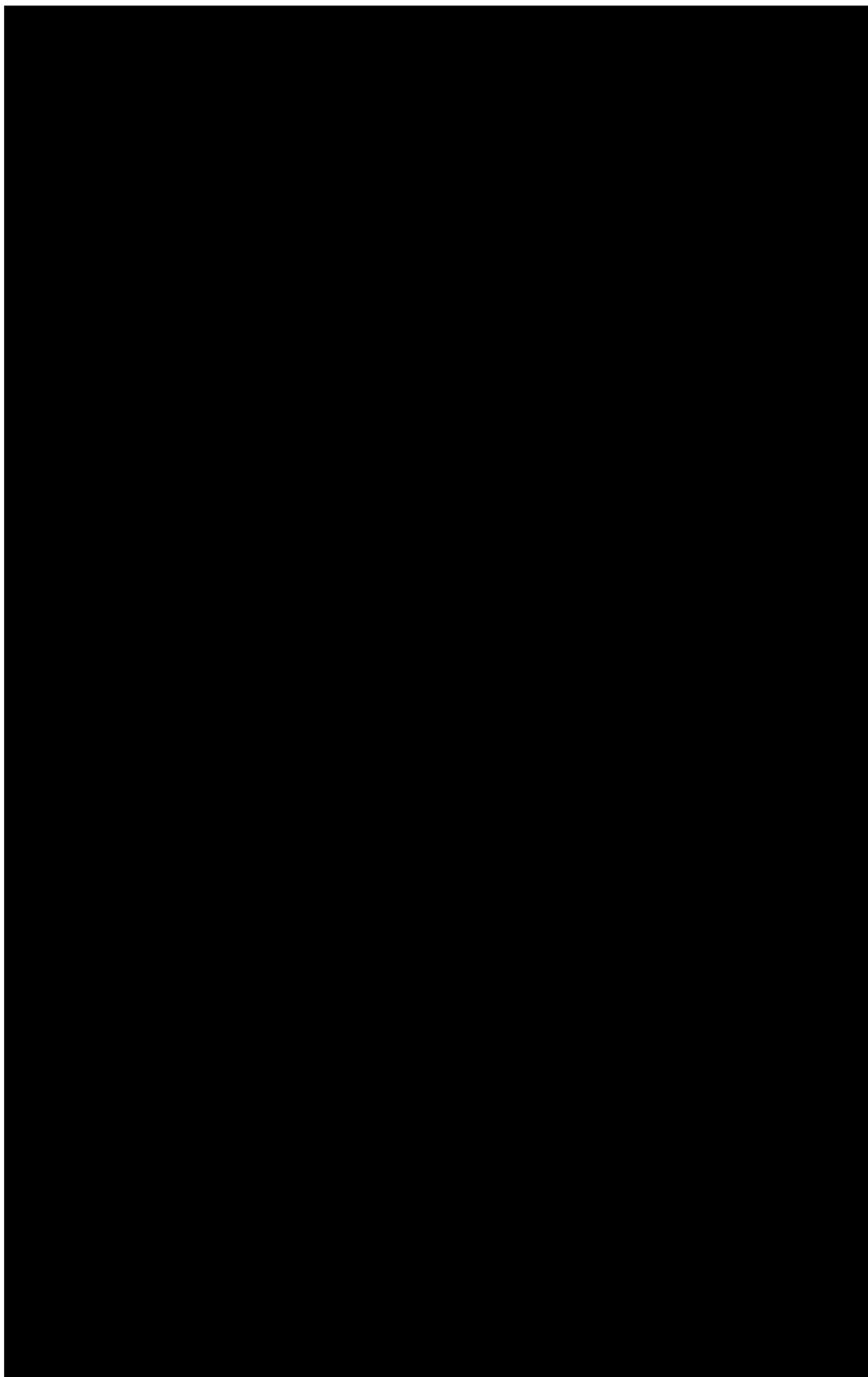


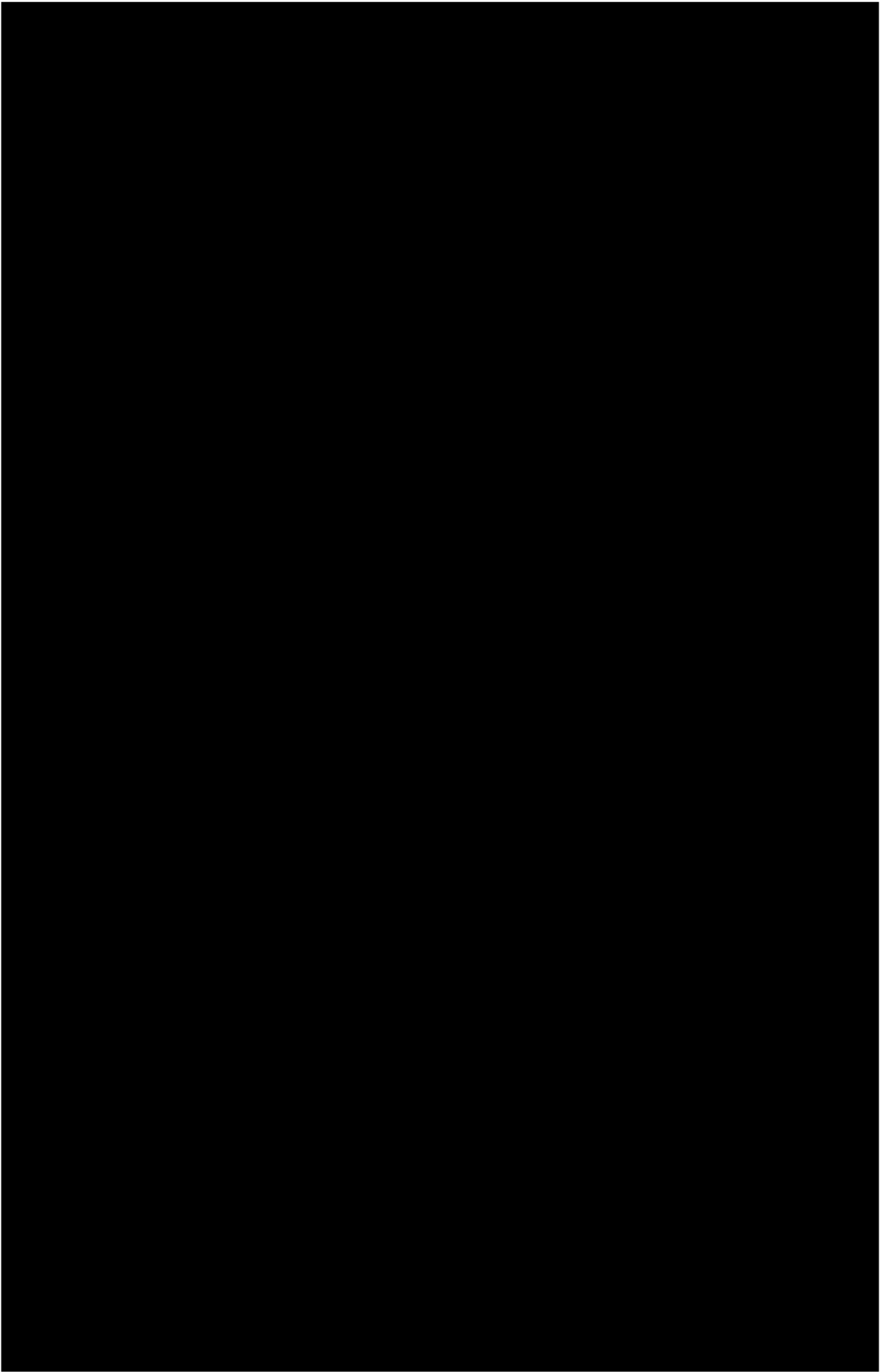


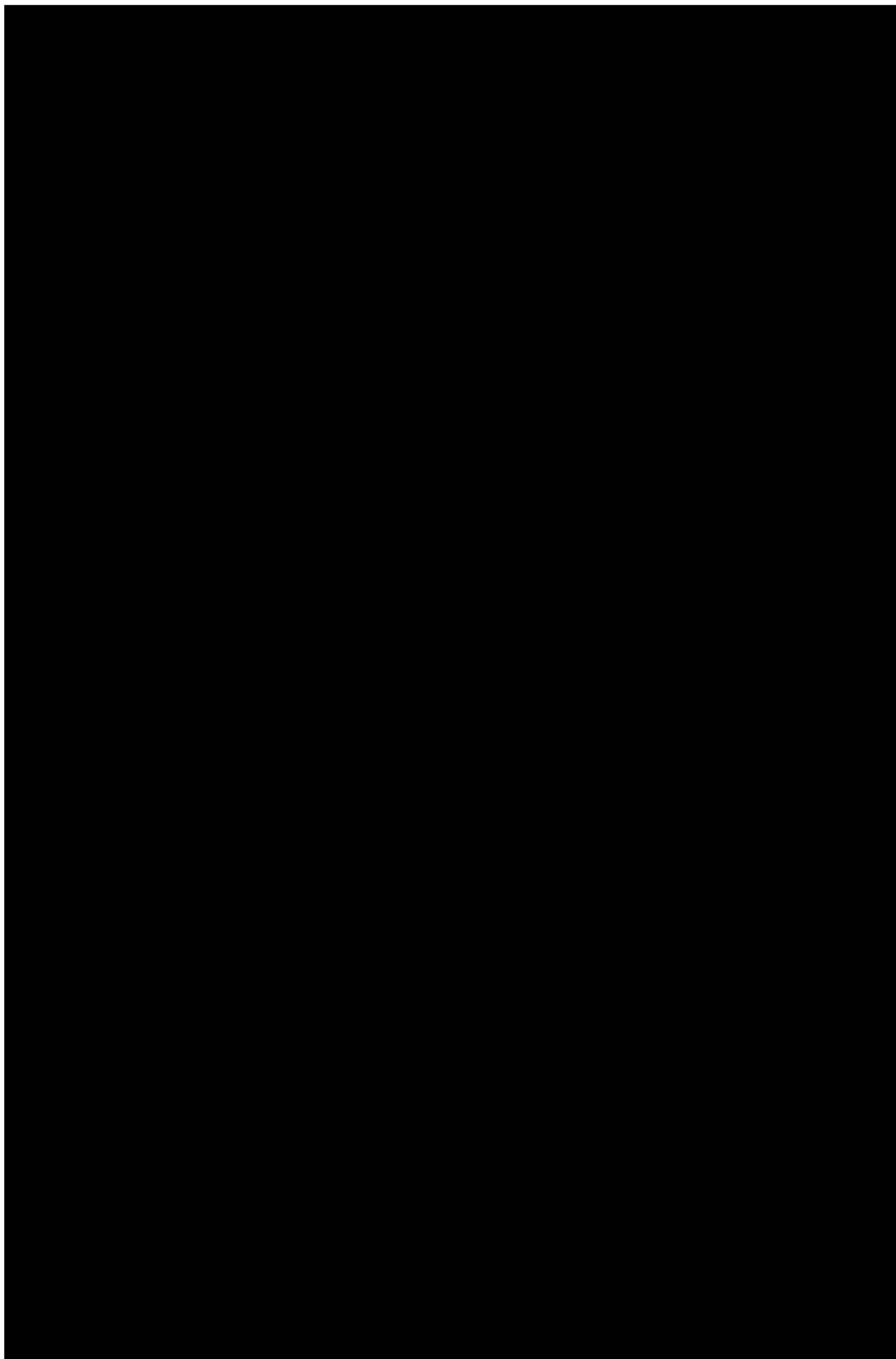


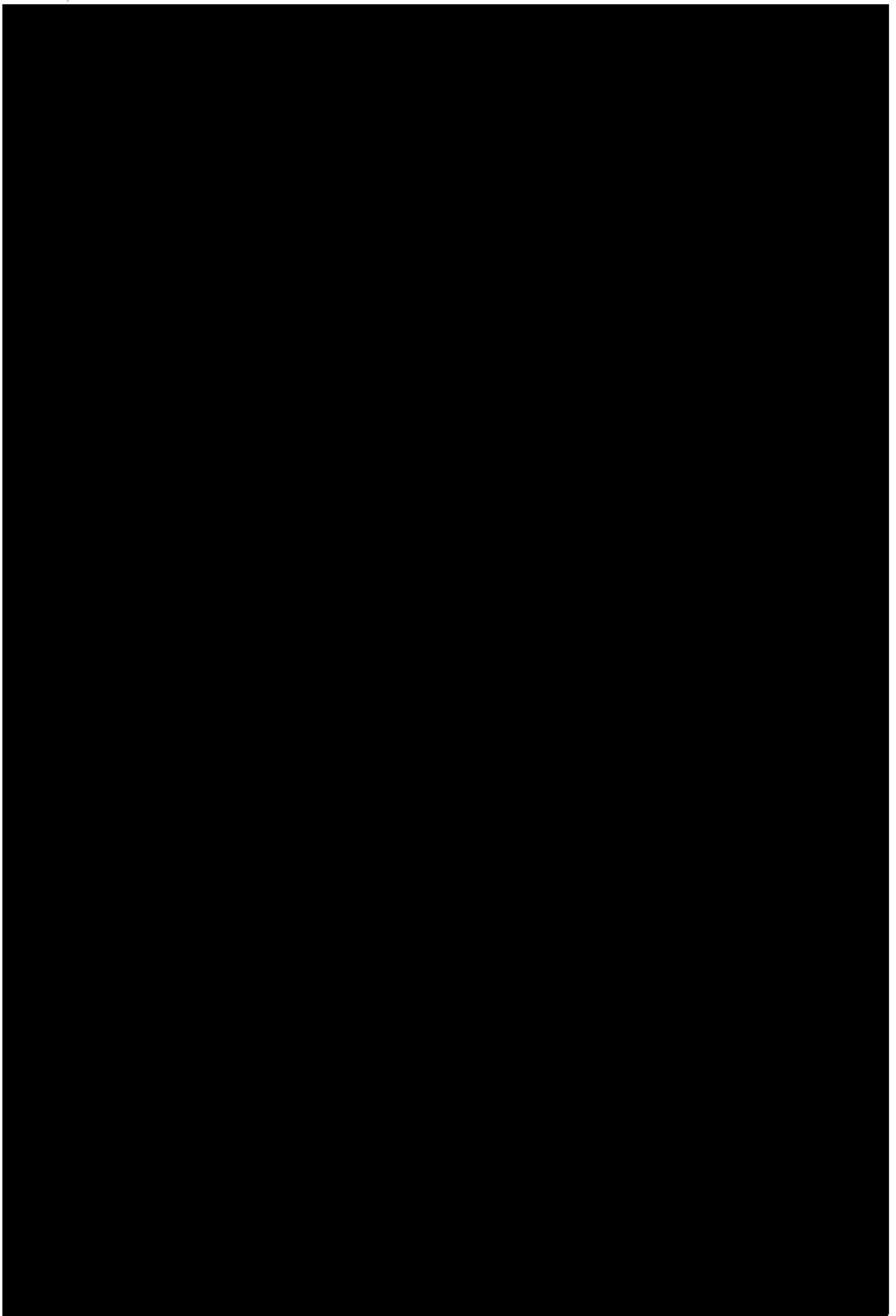




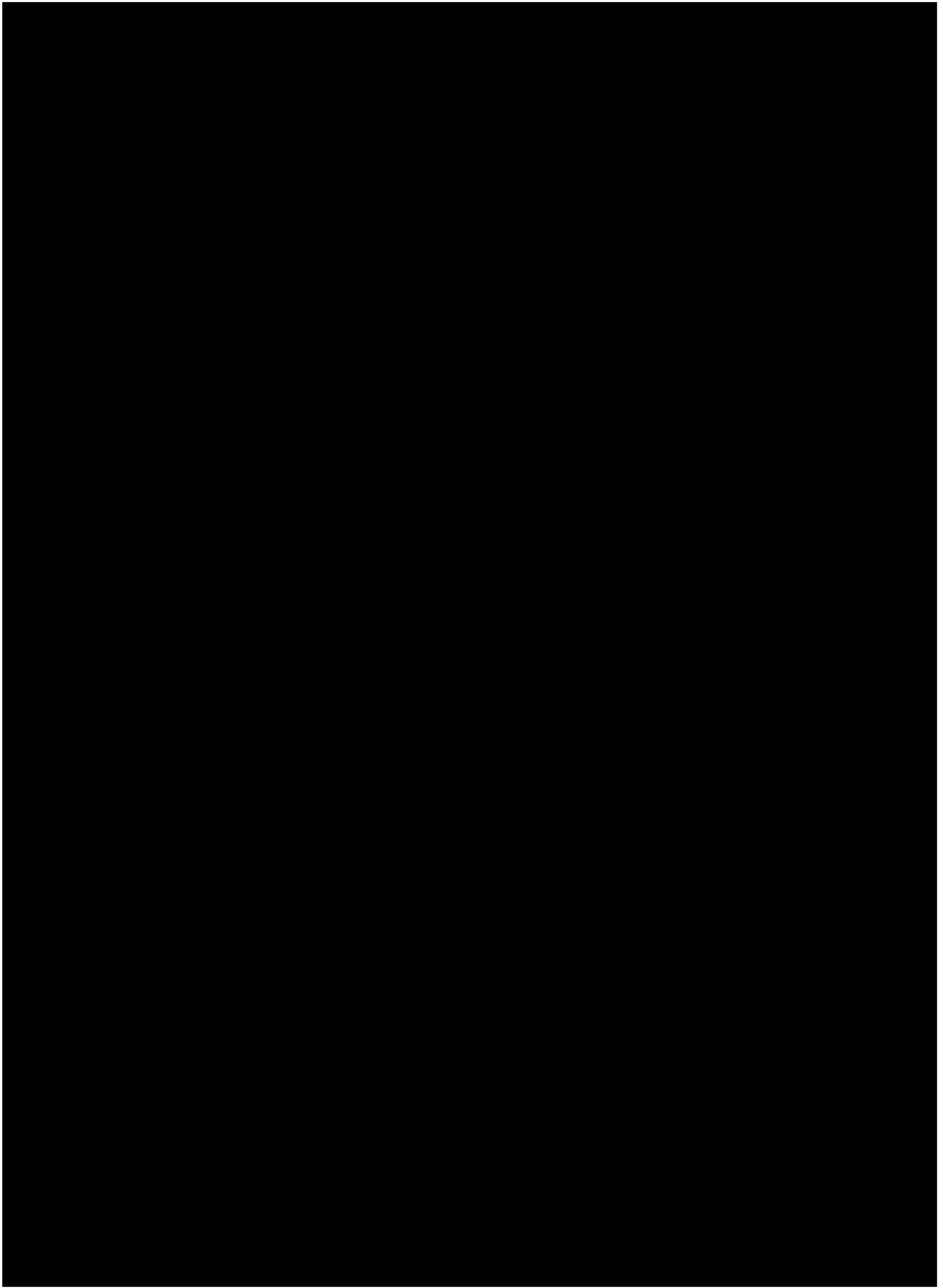




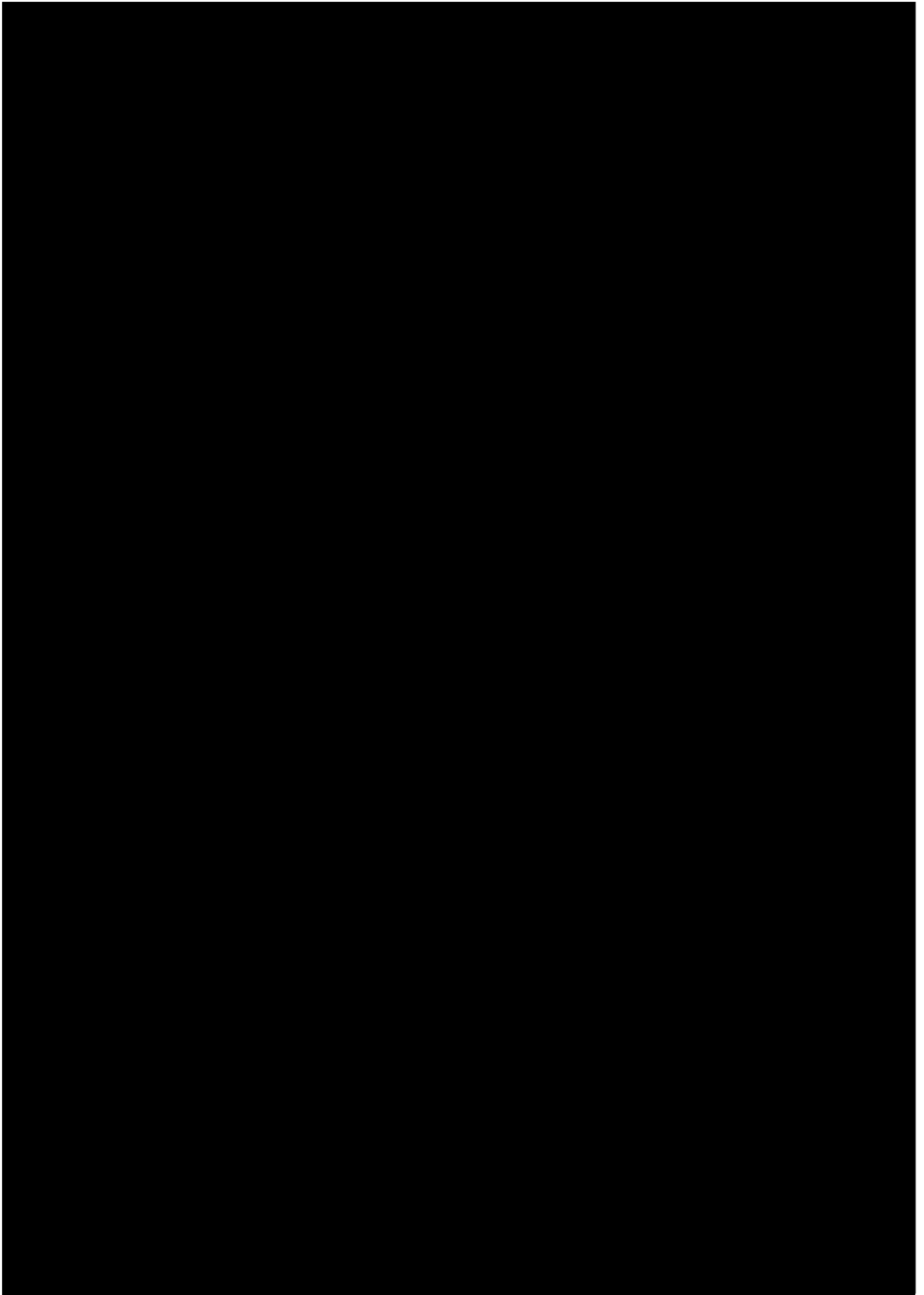


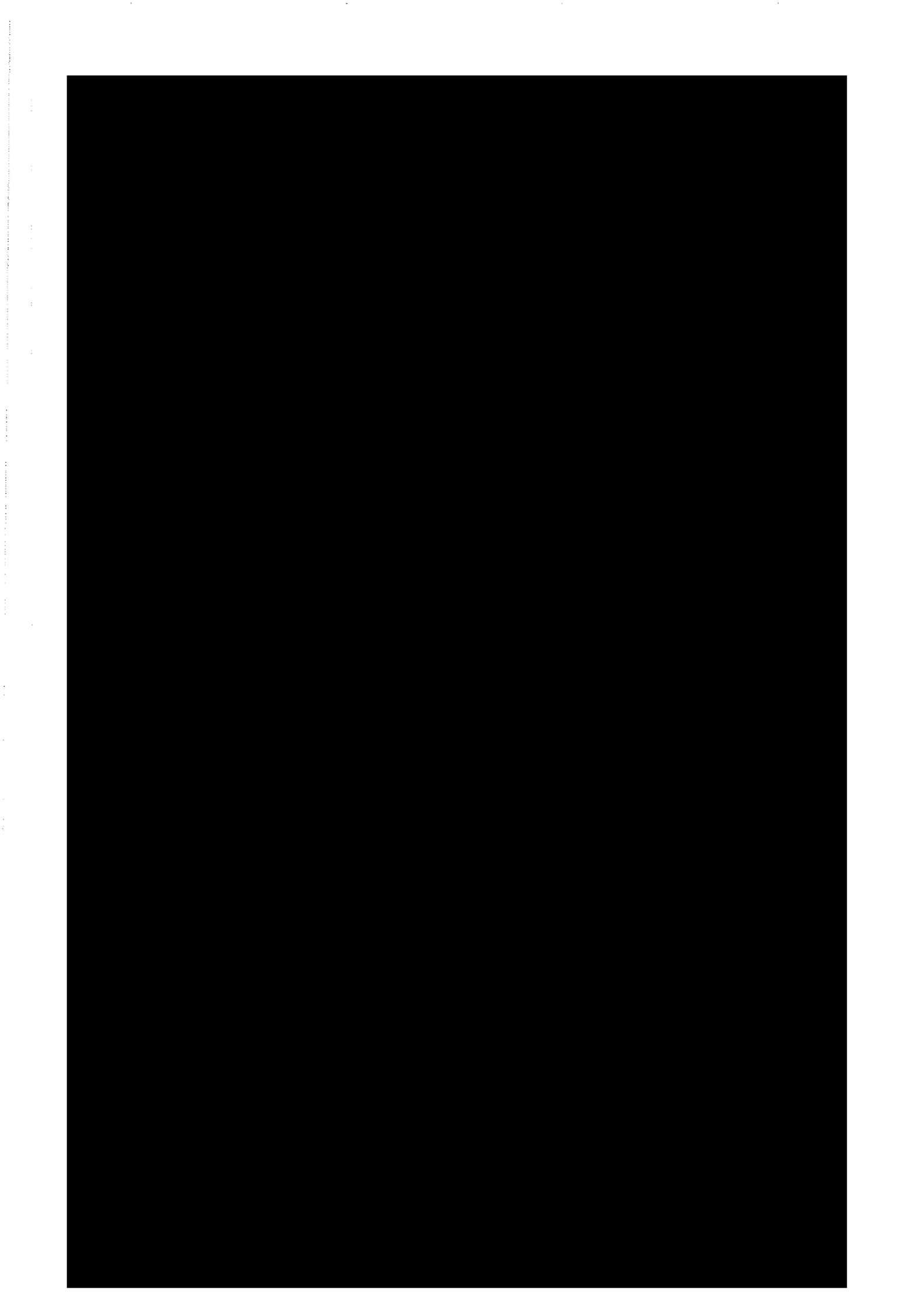


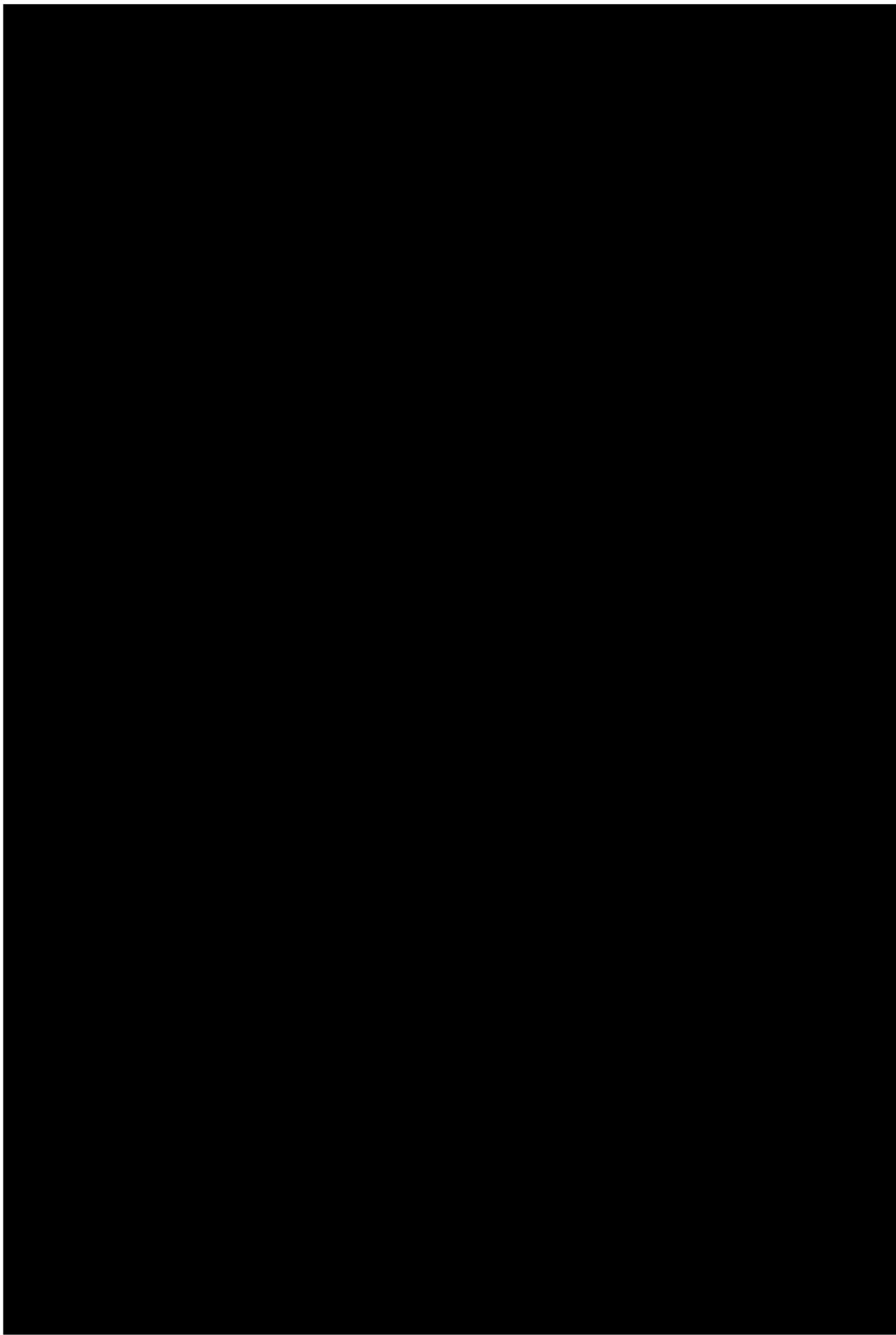
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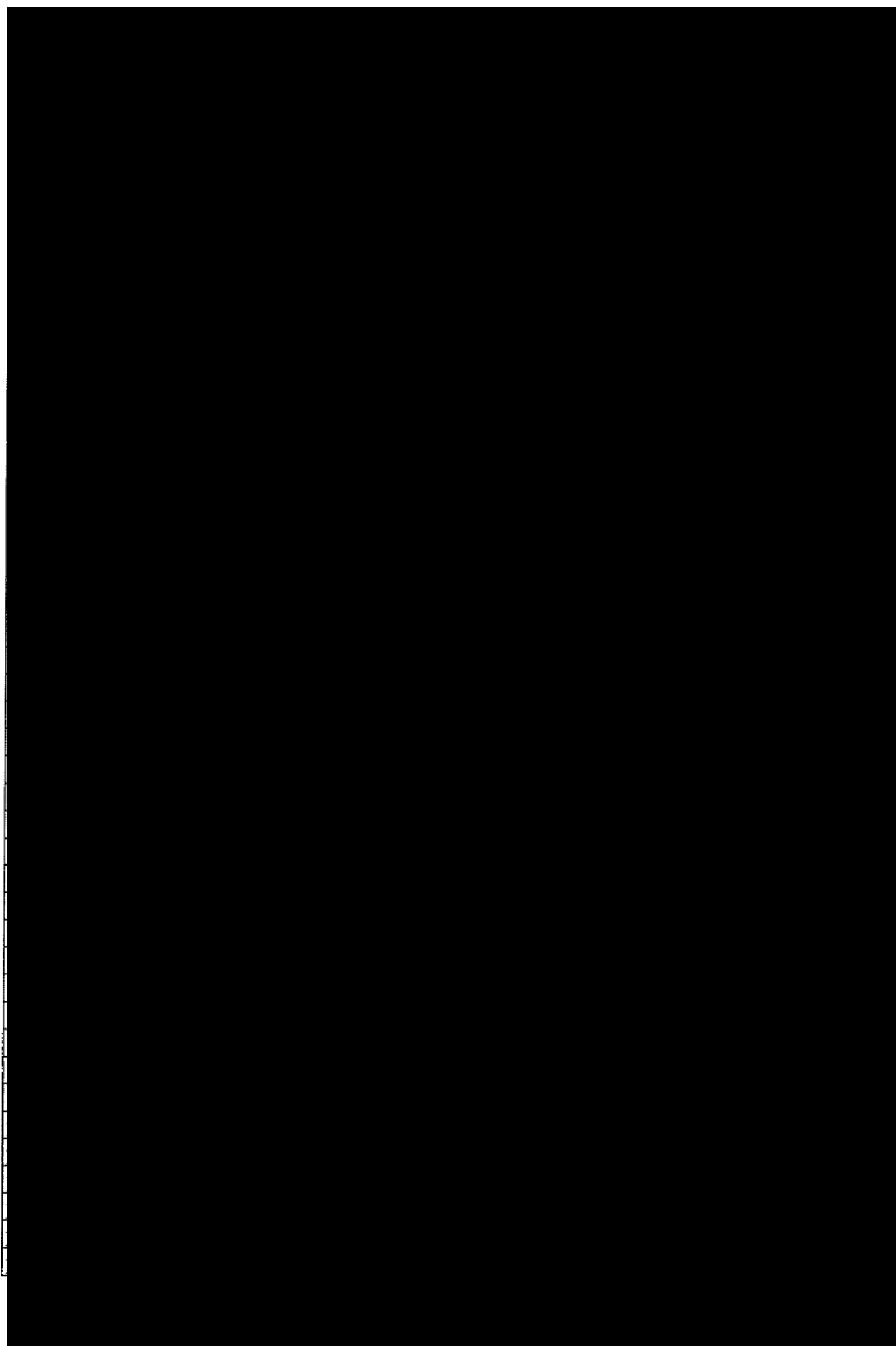


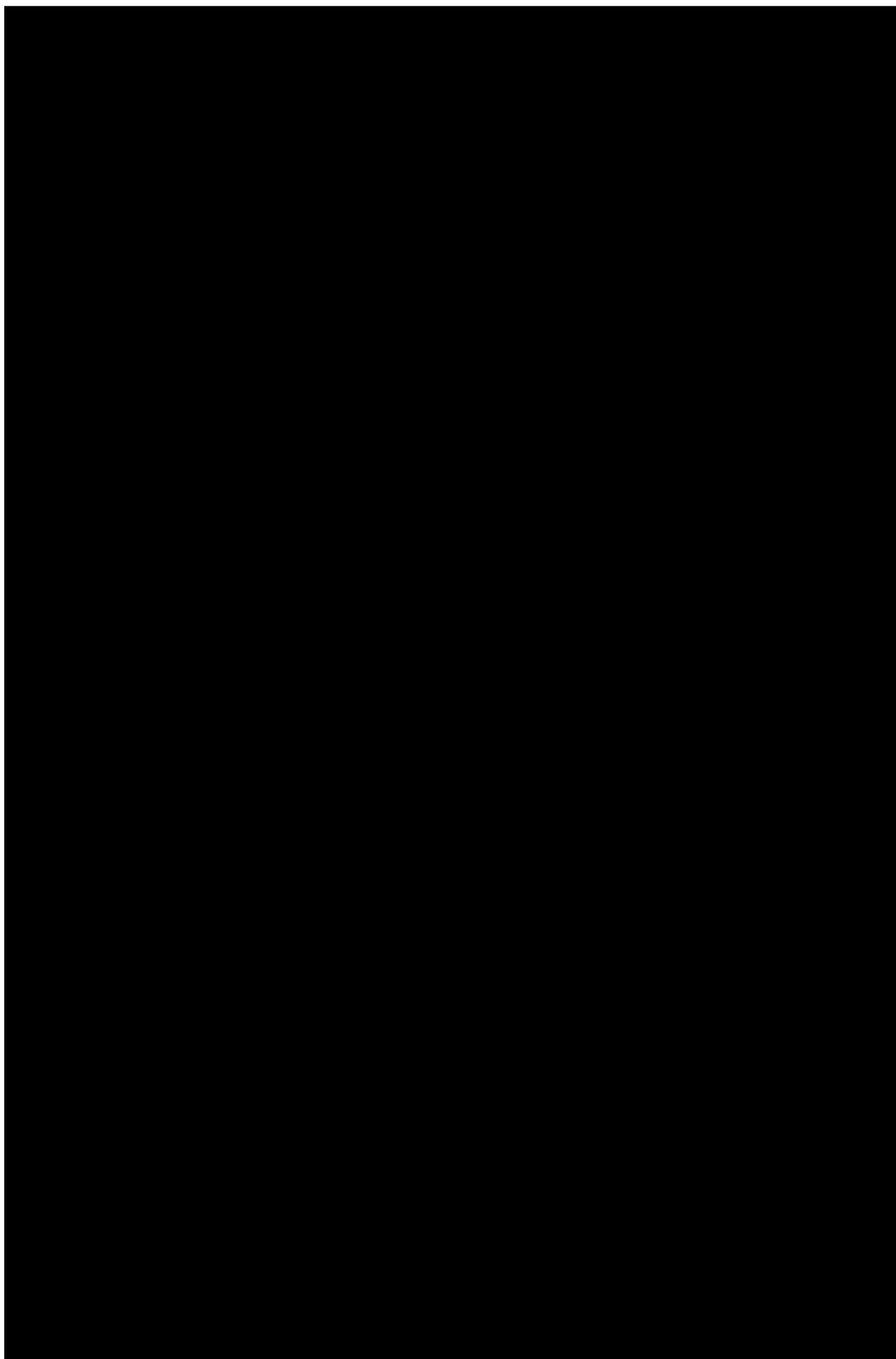


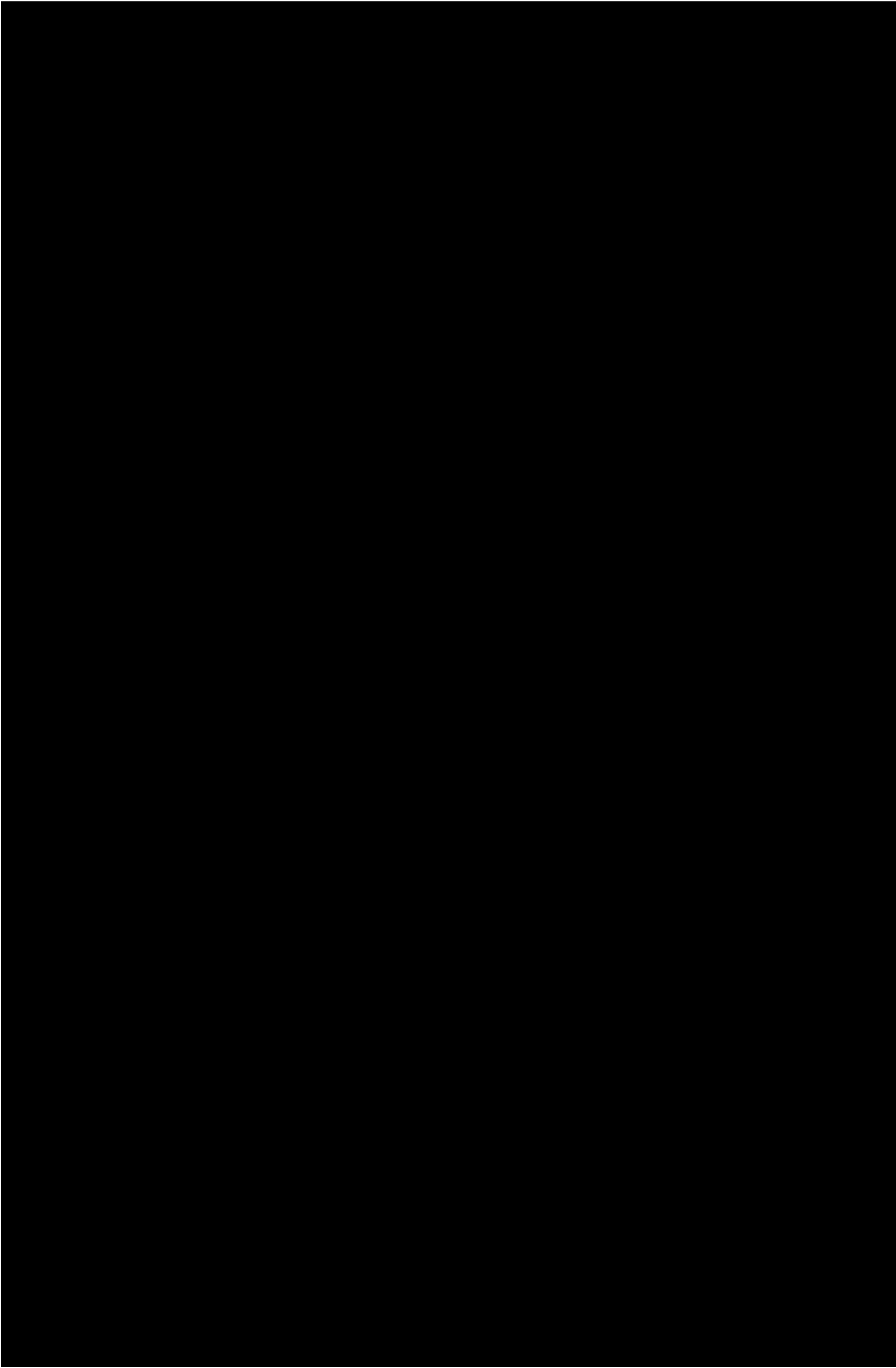


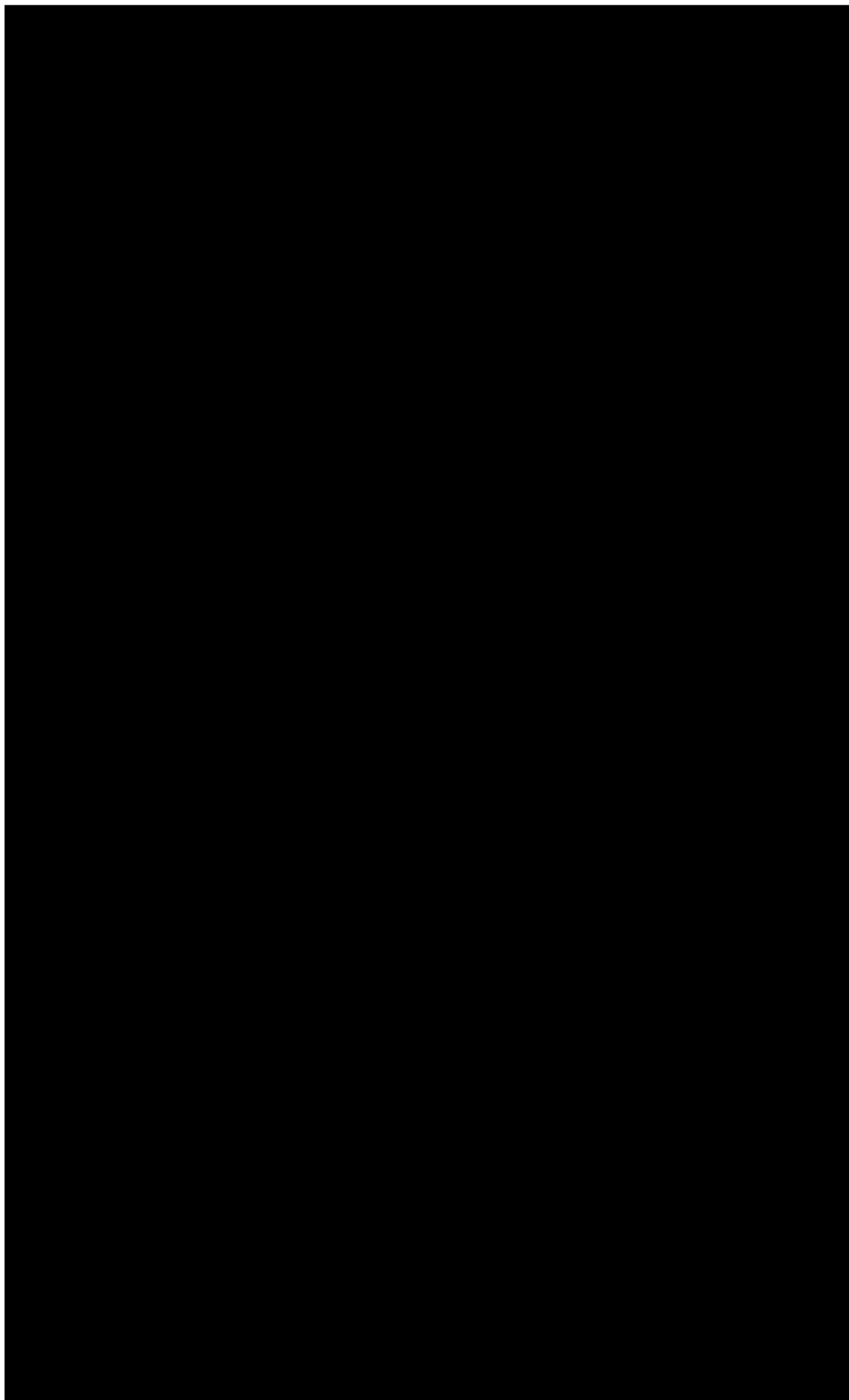


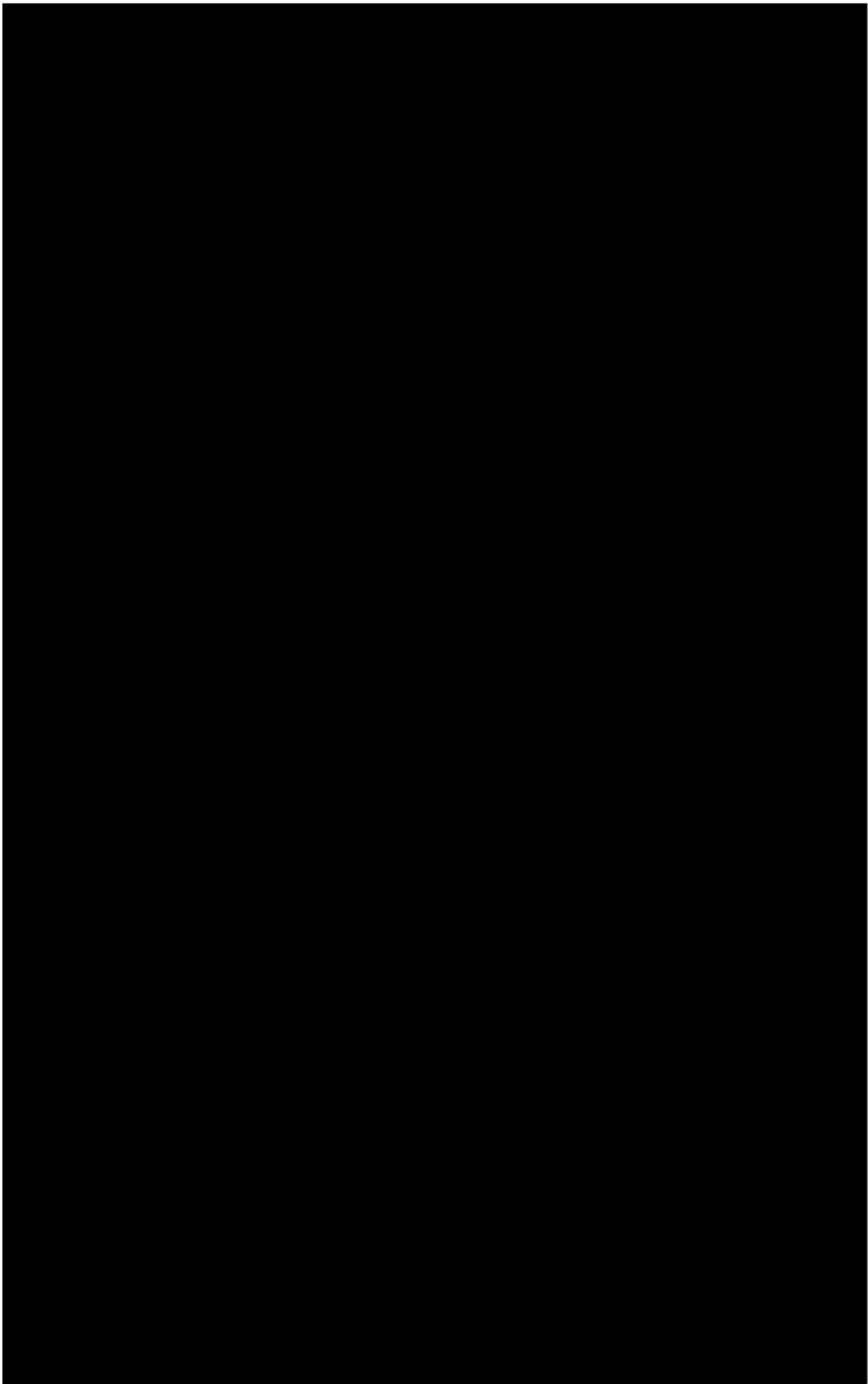


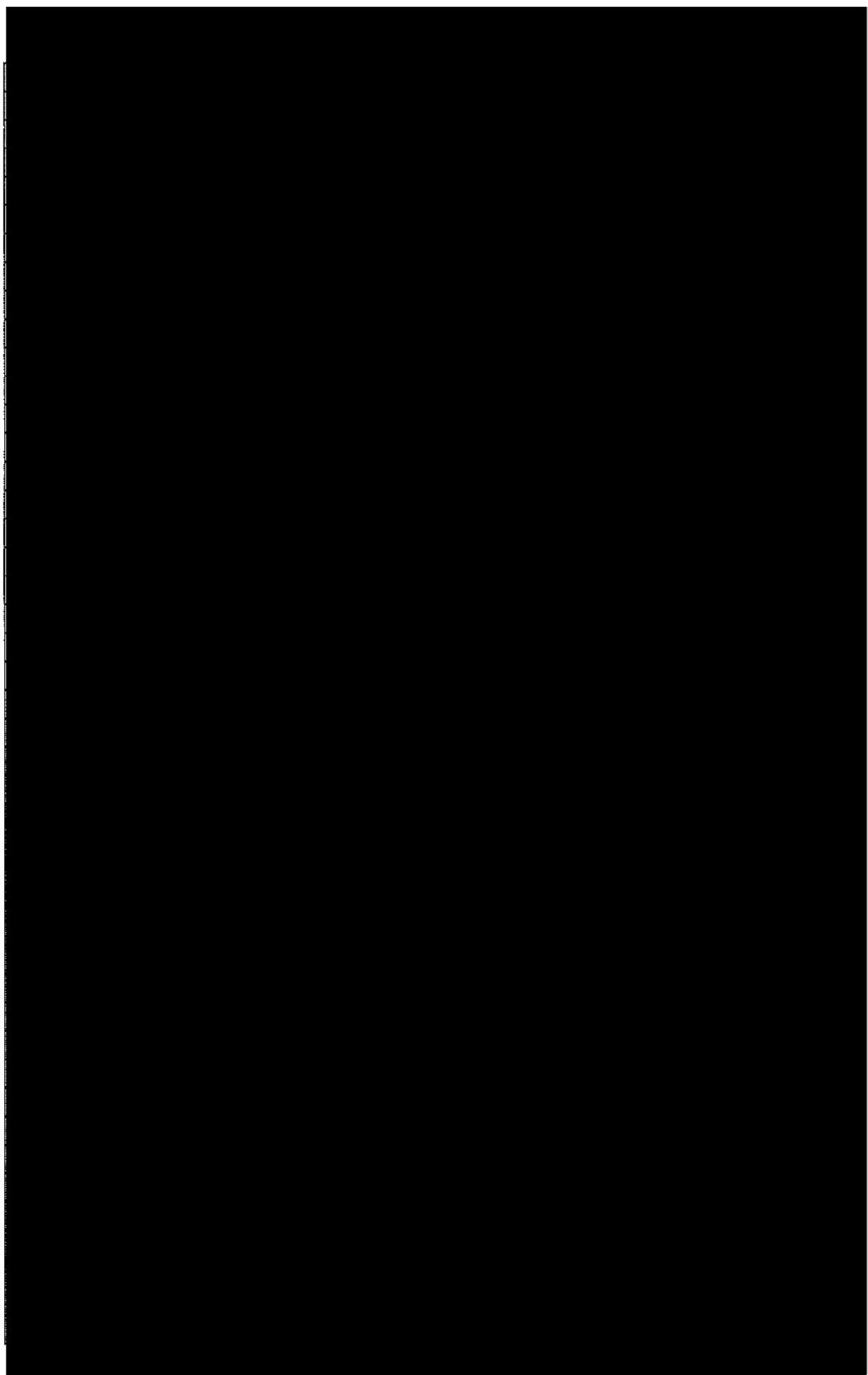


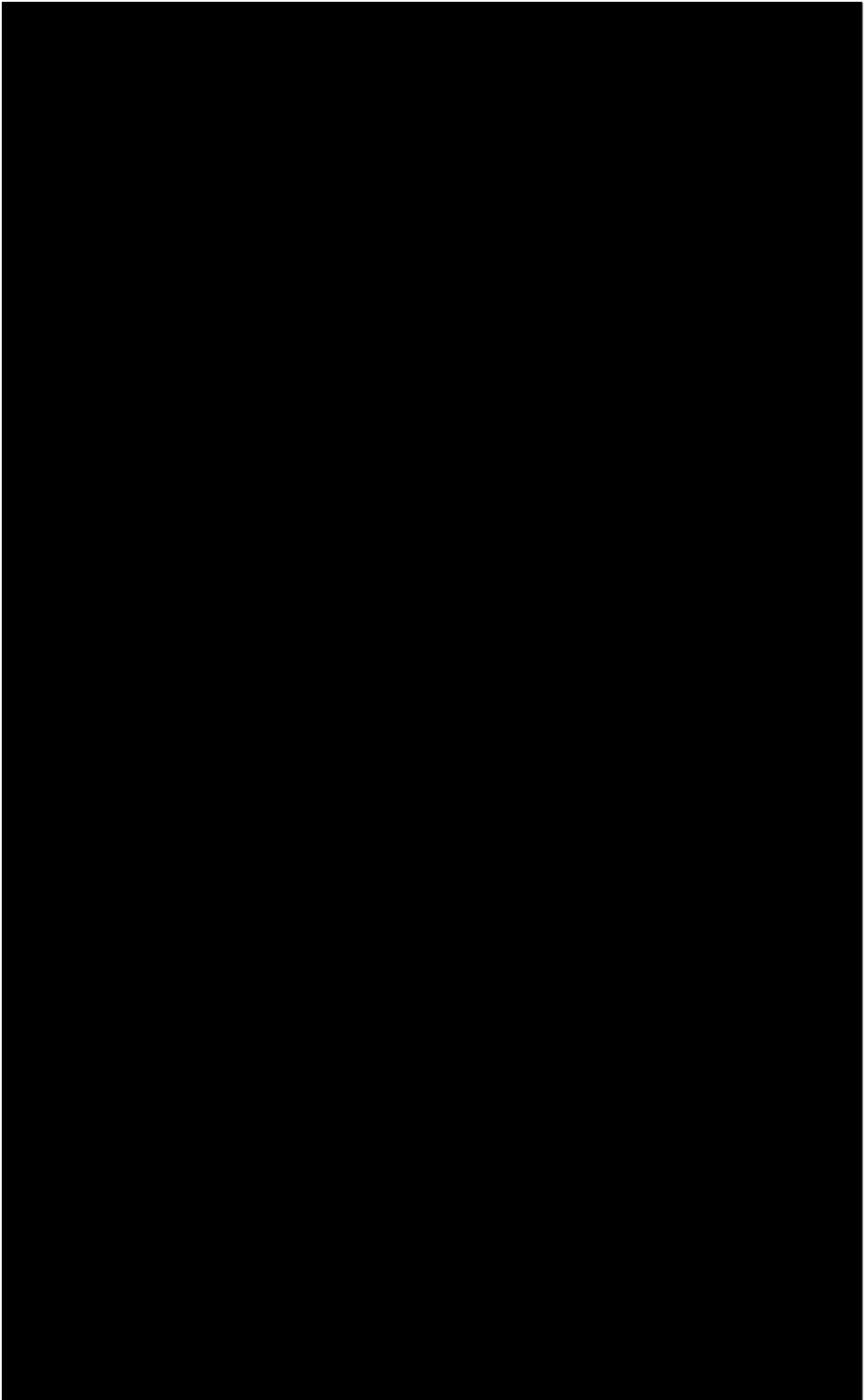


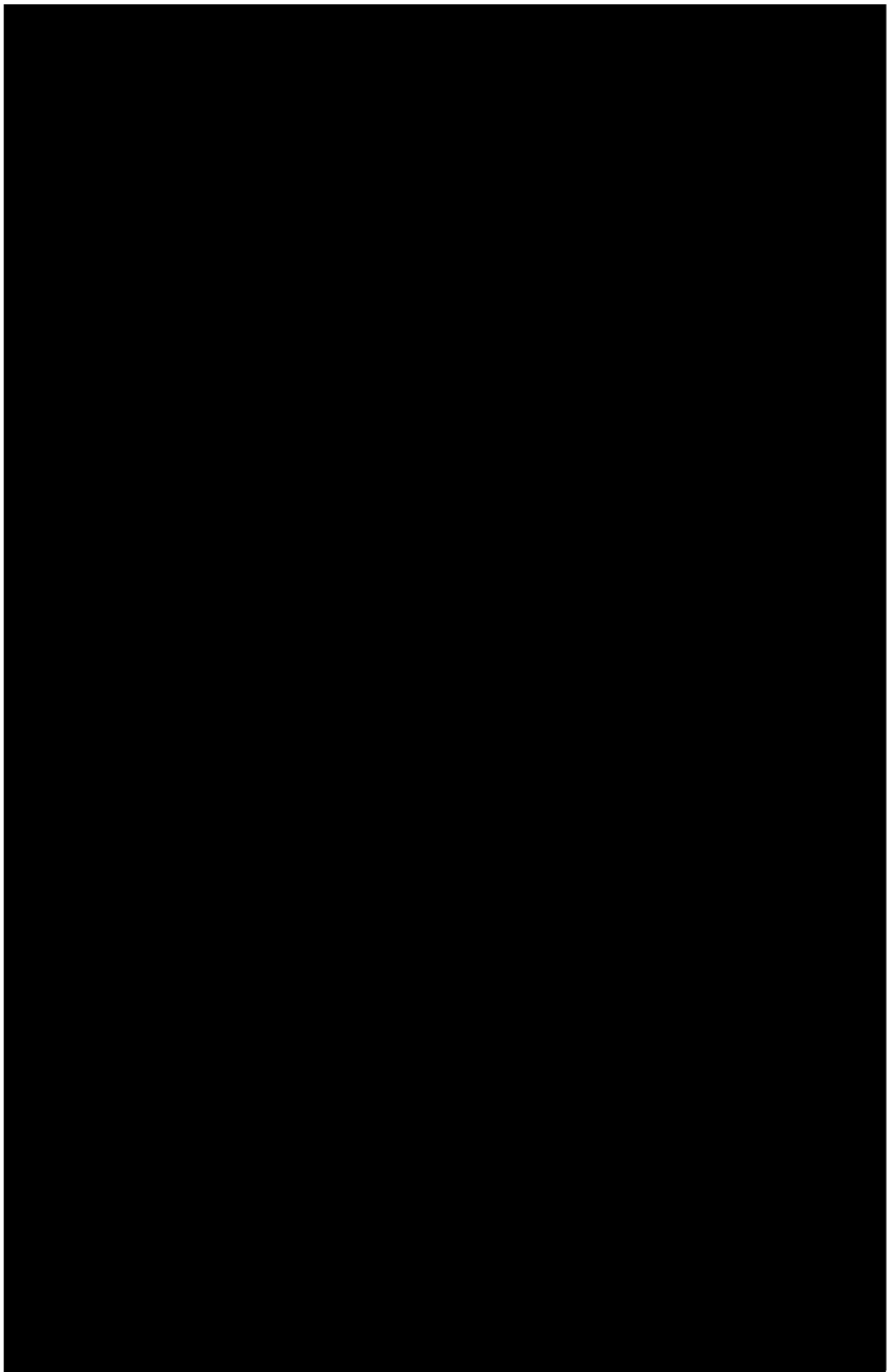


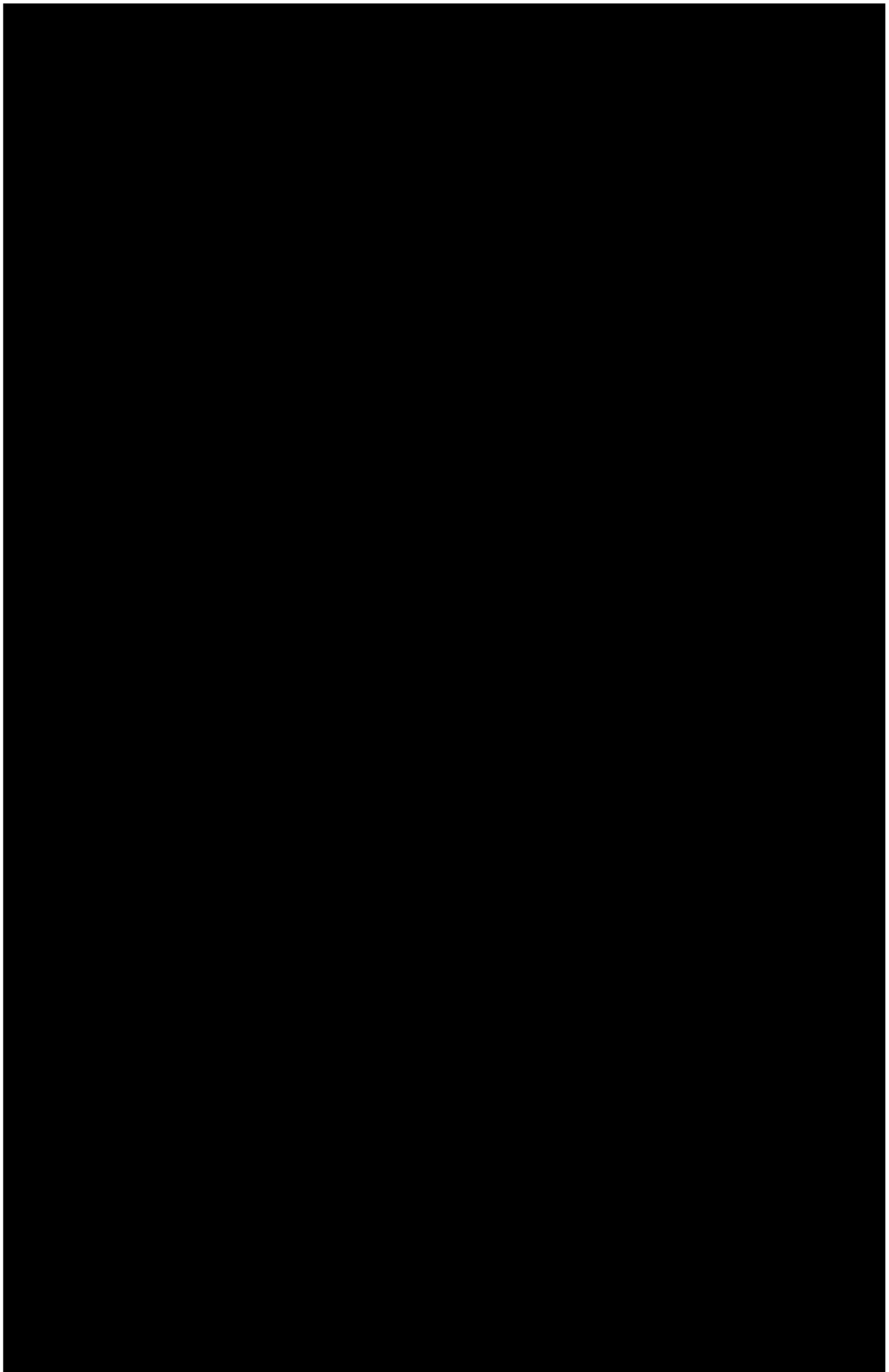


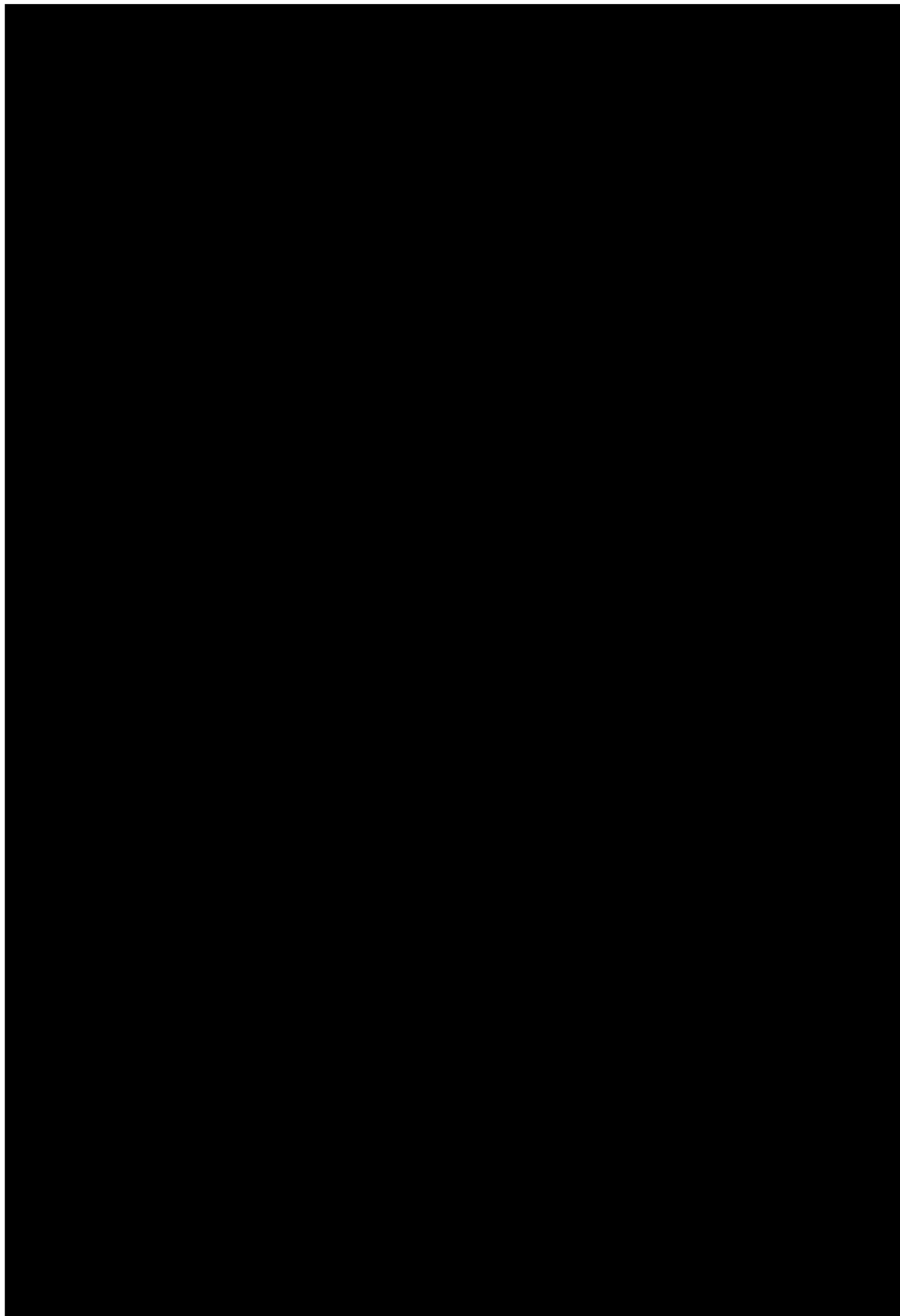


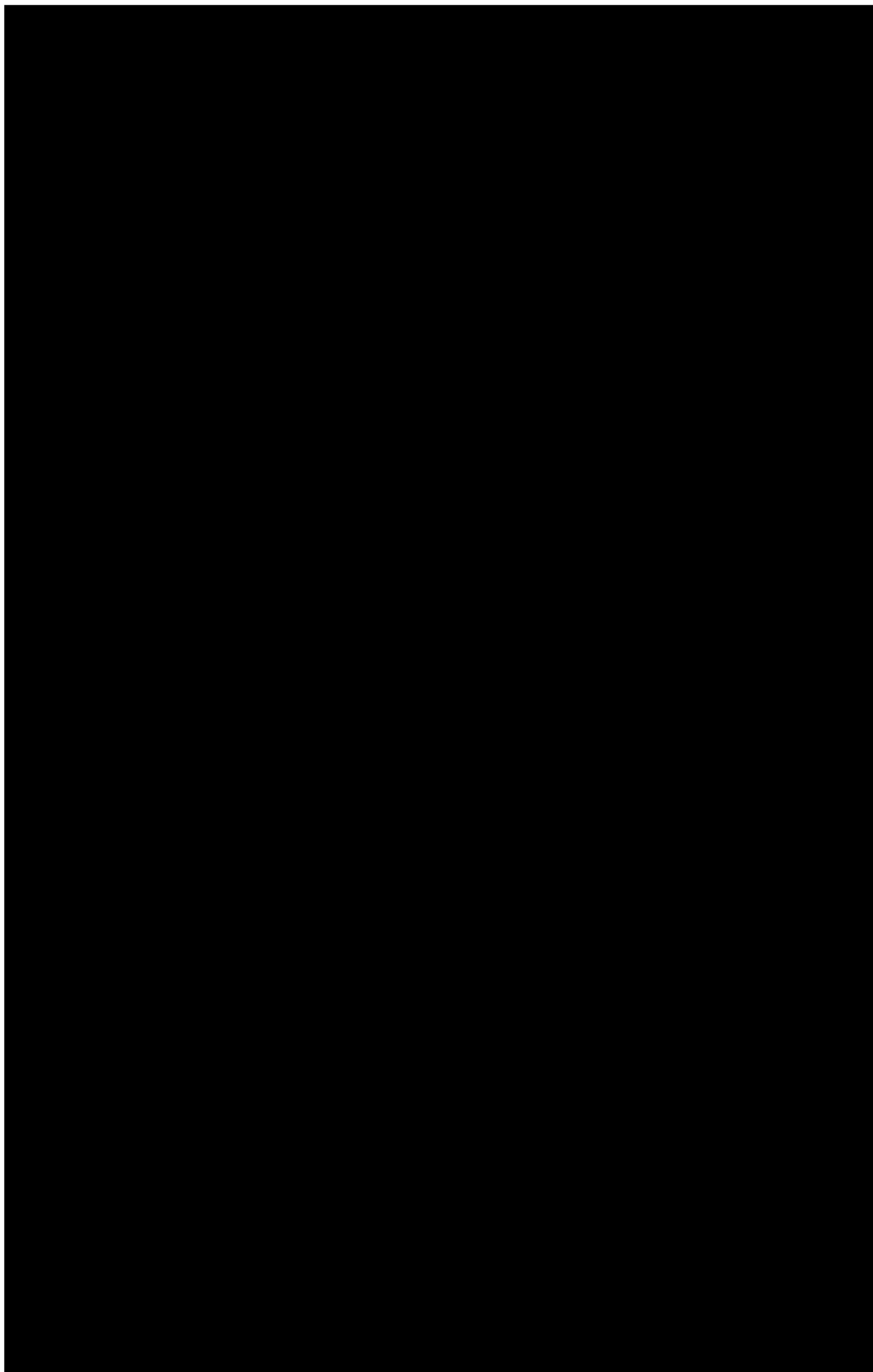




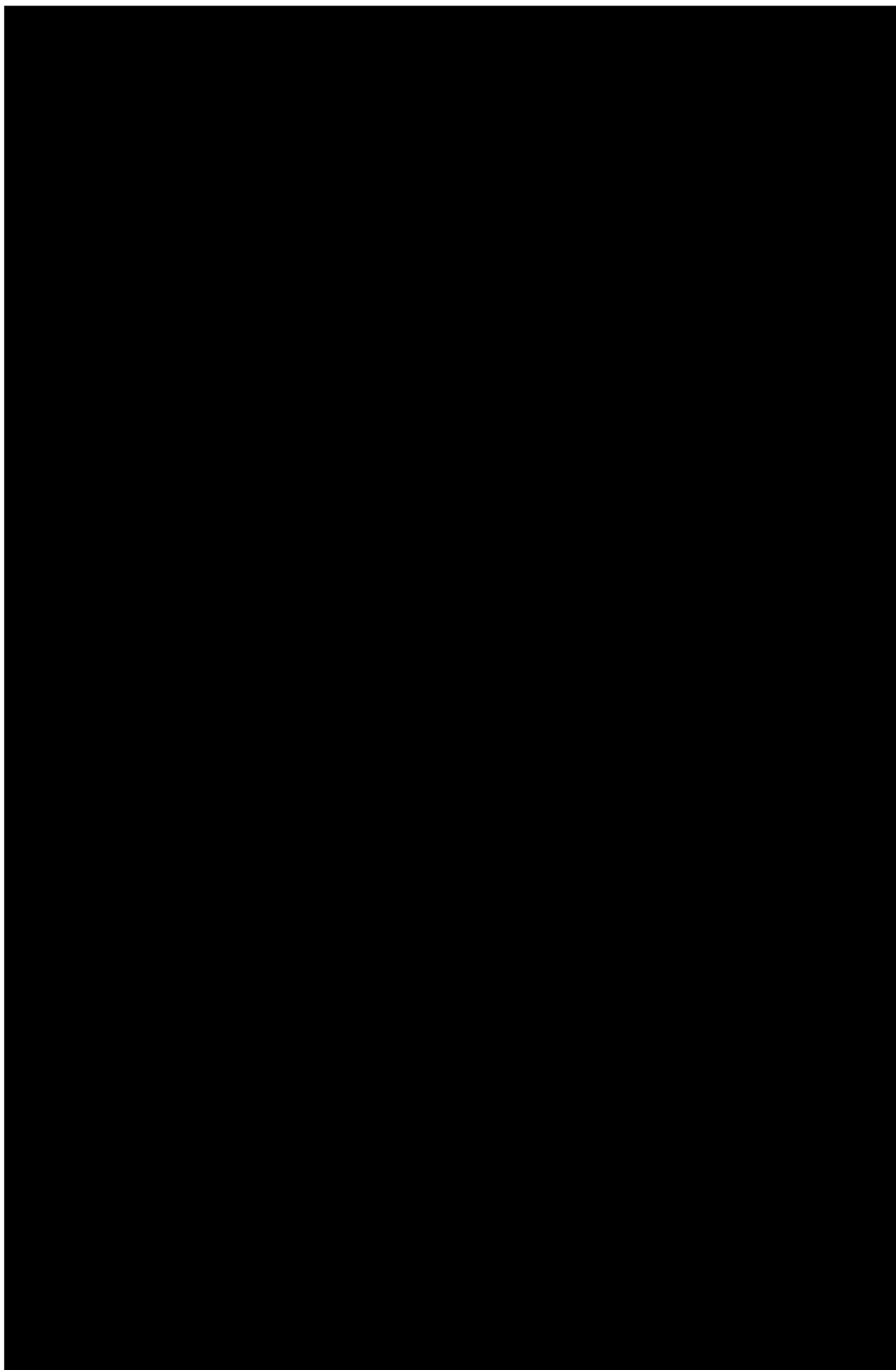


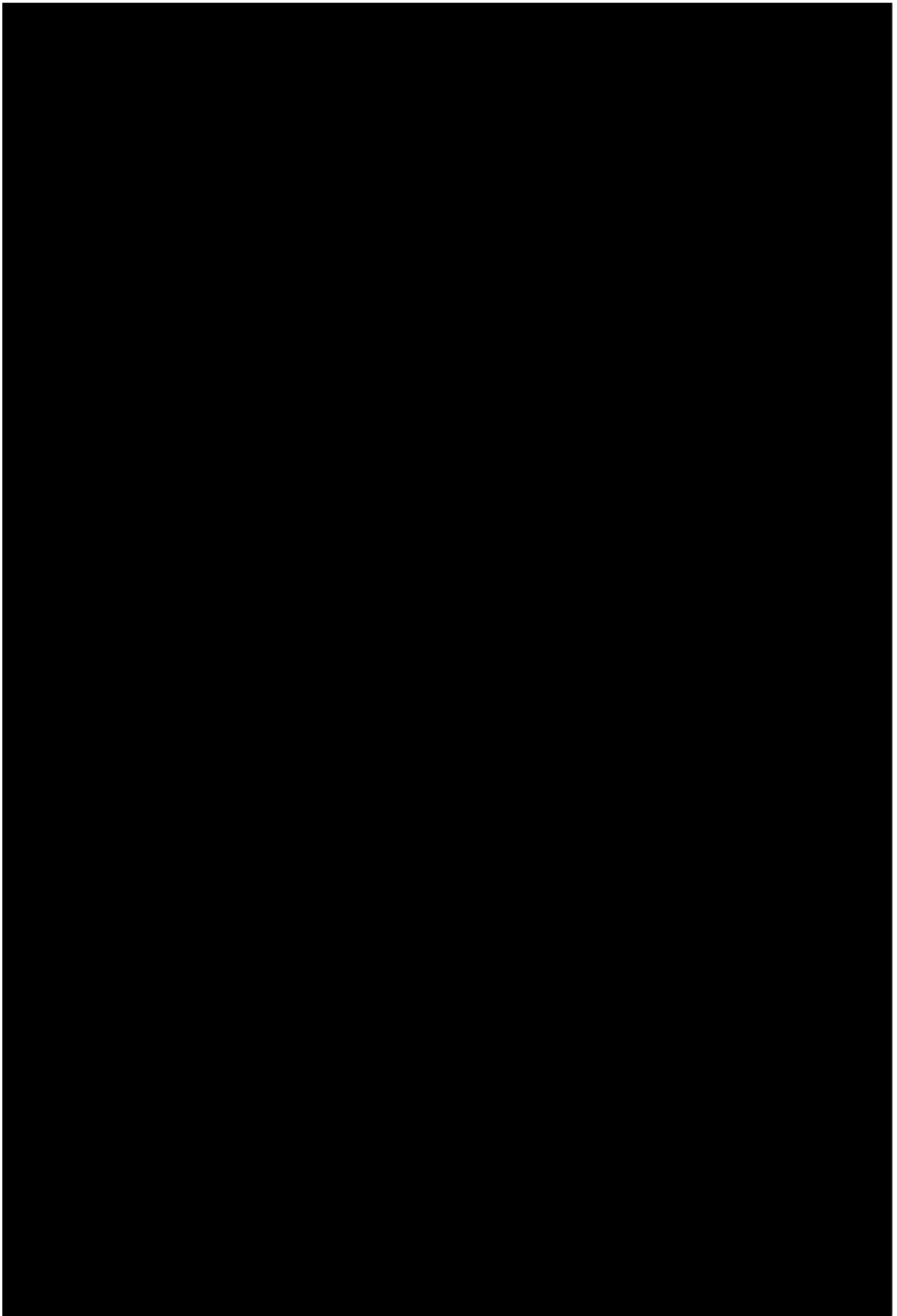


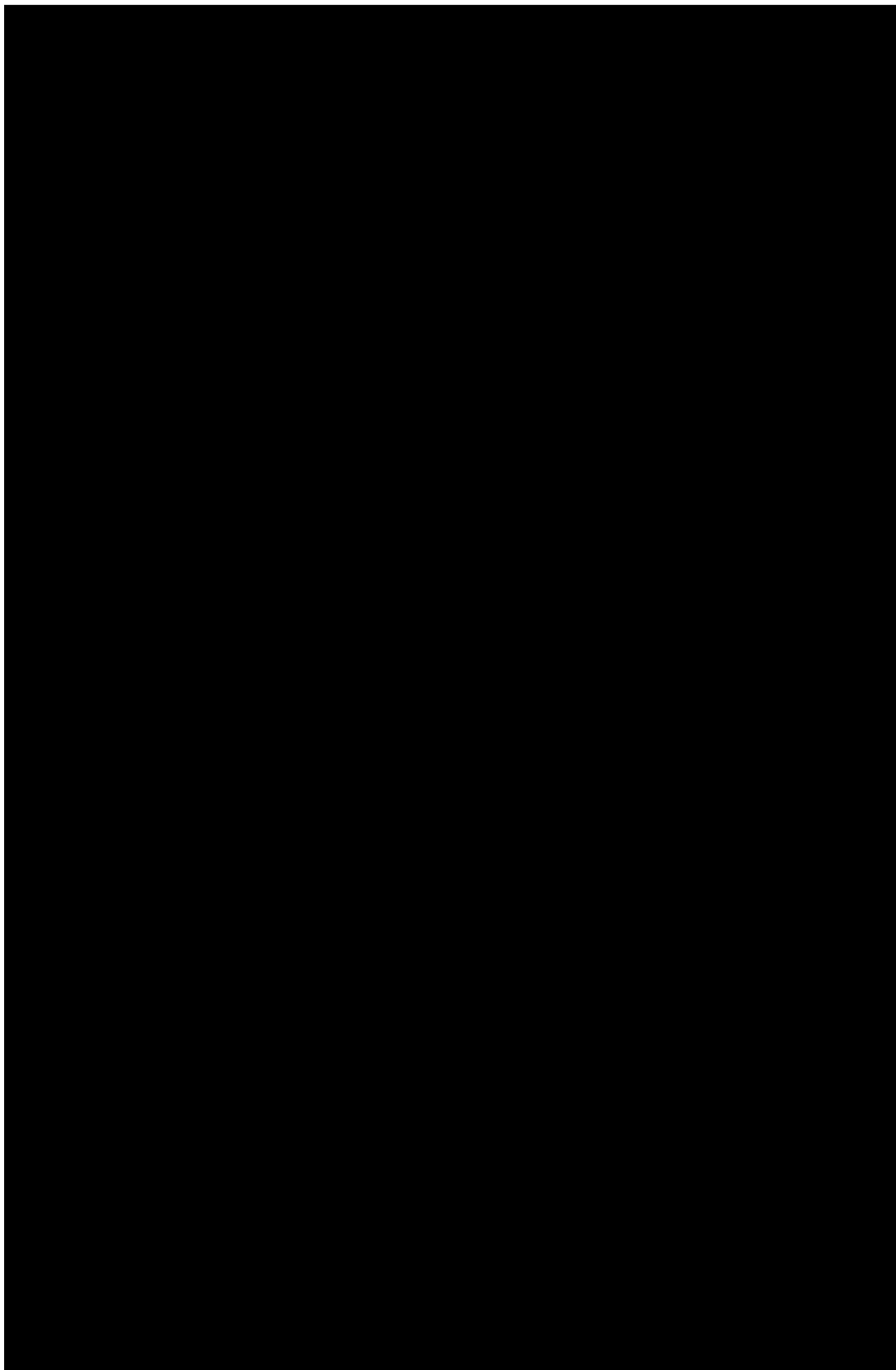


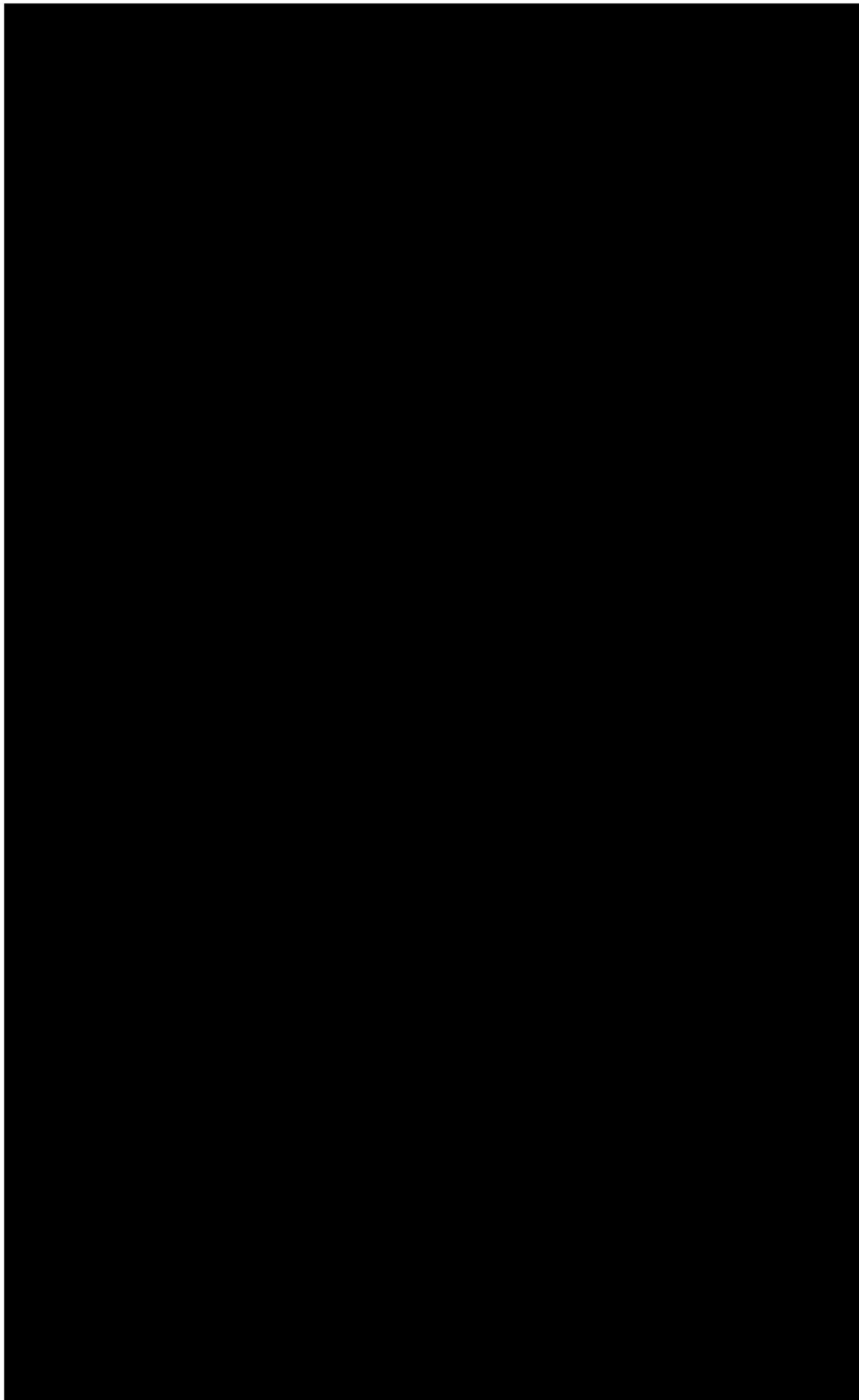


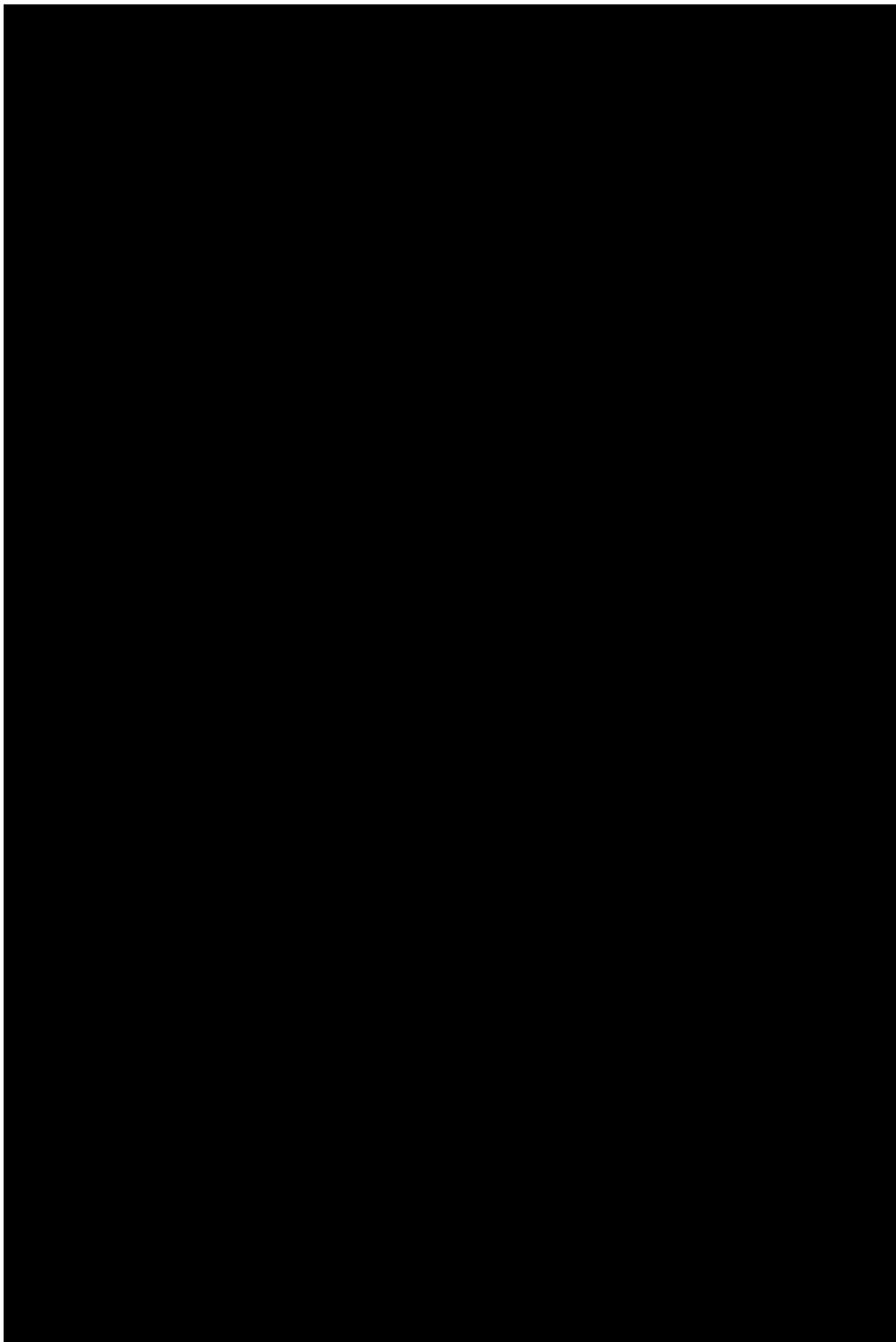
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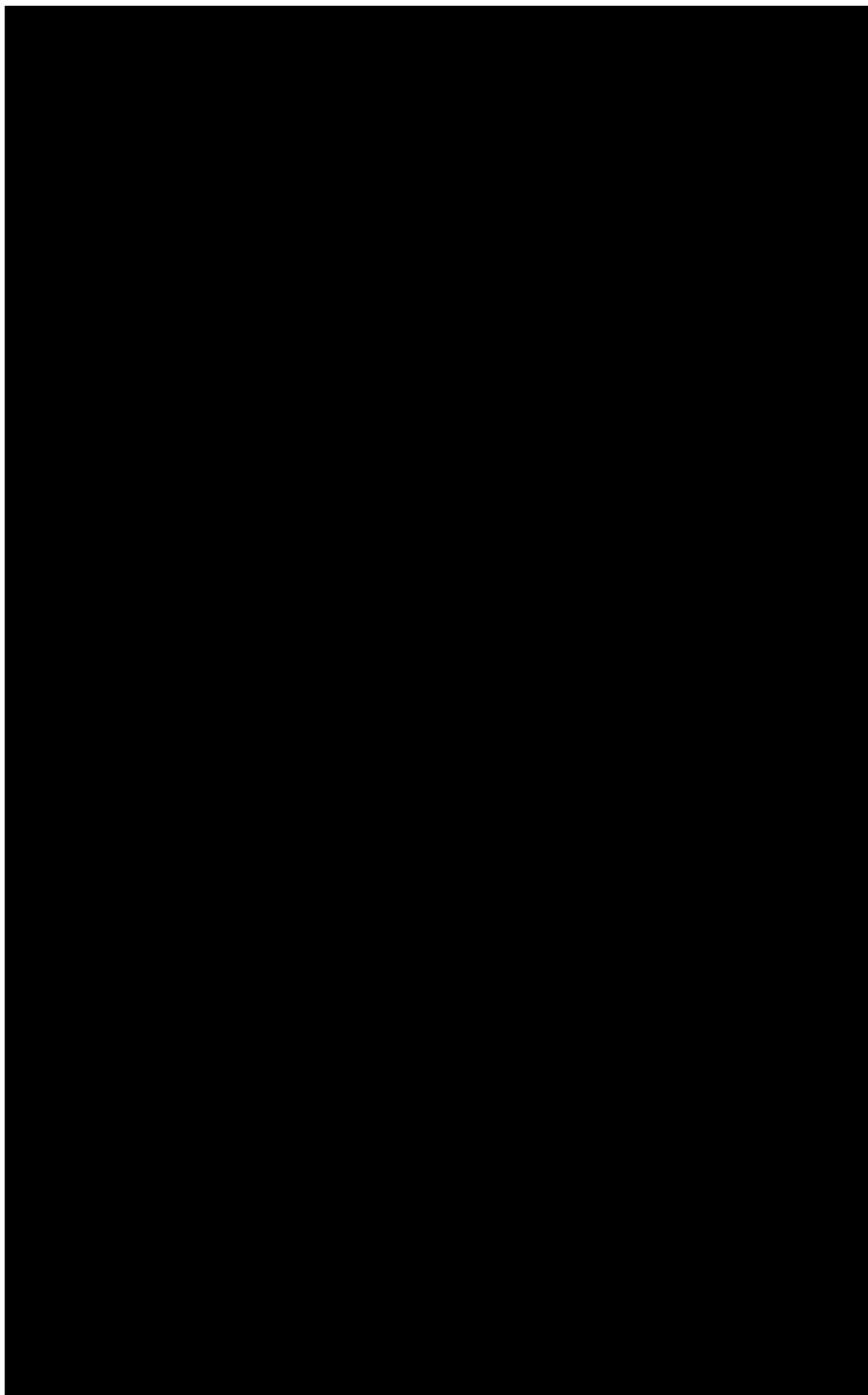












APPENDIX D

REPLACEMENT SCHEDULE 2-5 TO THE FRAMEWORK TERMS

SCHEDULE 2-5

SERVICE ACCEPTANCE PROCEDURES

1. INTRODUCTION

- 1.1 This Schedule 2-5 specifies the Service Acceptance Procedures and the Acceptance Test Criteria to be used in the acceptance of the Ordered Services.

2. SERVICE ACCEPTANCE PROCEDURES

- 2.1 The SERVICE PROVIDER shall, during the Acceptance Test Period, make available the Ordered Services to the CUSTOMER (including any products supplied by the SERVICE PROVIDER necessary to enable the provision of those Ordered Services) for the Service Acceptance Procedures to be performed.
- 2.2 The CUSTOMER will conduct Acceptance Tests on the Ordered Services to test whether they meet the requirement specified in the Order and meet the appropriate Service Levels.
- 2.3 The CUSTOMER will perform the Service Acceptance Procedures in respect of each Ordered Service (including any applicable delivery milestones stated within the Implementation Plan of this Contract).
- 2.4 The Service Acceptance Procedures shall be recorded as successful and the SERVICE PROVIDER notified accordingly where all the Acceptance Test Criteria are met.
- 2.5 The Service Acceptance Procedures shall be recorded as unsuccessful and the SERVICE PROVIDER notified accordingly where any of the Acceptance Test Criteria are not met.
- 2.6 In the event that the Service Acceptance Procedures in respect of each Ordered Service or any part thereof, have not been recorded as successful pursuant to paragraph 0 by the end of the relevant Acceptance Test Period, the CUSTOMER will extend the Acceptance Test Period by a period of ten (10) Working Days (or such other period as the parties may agree) during which the SERVICE PROVIDER shall correct the faults which caused the Service Acceptance Procedures to be recorded as unsuccessful and the Service Acceptance Procedures shall be re-performed.
- 2.7 In the event that after the CUSTOMER has extended the Acceptance Test Period pursuant to paragraph 0 the relevant Service Acceptance Procedures have not been recorded as successful by the end of that period, the CUSTOMER shall, without prejudice to its other rights and remedies, be entitled to:
- 2.7.1 extend the Acceptance Test Period for a further period (or periods) specified by the CUSTOMER during which the SERVICE PROVIDER shall correct the faults which caused the Service Acceptance Procedures to be recorded as unsuccessful and the Service Acceptance Procedures shall be re-performed; or
- 2.7.2 reject the Ordered Service and terminate this Contract and receive a full refund of all sums paid under this Contract in respect of Service provision after the commencement of the Service Acceptance Procedures.
- 2.8 If the CUSTOMER fails to carry out the relevant Acceptance Tests within the Acceptance Test Period and such failure is wholly and solely due to the actions or inactivity of the CUSTOMER, the Acceptance Tests shall be deemed to have been completed successfully.

ANNEX TO SCHEDULE 2-5

ACCEPTANCE TEST CRITERIA

GLA Telephony Contract
Schedule 2-5 Section 3
Acceptance Criteria

No	Acceptance Test	Primary Responsibility	Notes	Test result required
1	Physical testing of a selection of numbers (A minimum of 20 lines per tranche, therefore a minimum of 60 lines will be tested) from the following number ranges that are already assigned to the GLA, The GLA require that at least one engineer will be onsite during the changeover process 020 7983 4000 – 4999 020 7983 5500 - 5899 020 7983 6510 - 6598 Total of 1486 lines	GX		A call made to a specified handset/extension. If successful the phone should ring (and red light flash) and call can be answered. Tests on all 60 numbers need to show the above result
2	Cease prefix number range 020 <u>7150</u> 4000 – 6600	Colt		Receive written confirmation of line ceasing from Colt Telecom
3	SFT - System Failure transfer lines are also supplied and working (matrix to test and GX to supply if current ones are taken back from Colt)	Matrix	GX to be advised	Matrix to down switch. GX will need to confirm effective switchover to SFT and the

No	Acceptance Test	Primary Responsibility	Notes	Test result required
				location to where SFT's are going in the building (exms)
4	Outgoing caller ID will show the agreed number 020 7983 4000,	GX	The GLA confirm that this presentation is required	Calls made to various landline and mobile numbers which need to show the stated number
5	Confirm OOH calls are going to correct locations (FM24)	Matrix	GX to be advised	Matrix to test and confirm configuration, also obtain confirmation from FM24
6	Confirm that all ONS lines are routing correctly through the new lines (those are analogue lines)	Matrix/GLA to test	GX to be advised	Test calls/faxes to be made from all ONS lines. Calls/faxes to be successfully completed/sent.
7	Confirm that all 60 calls work when dialling in and 61 st is busy tone. Do a parallel testing of in/out calls to prove.	GLA		61 simultaneous calls to be made inbound to GLA. Expected result is

No	Acceptance Test	Primary Responsibility	Notes	Test result required
				60 ringing and 1 engaged tone
8	Confirm that there are 120 channels available (60 in and 60 out) with equal distribution.	GX	It was agreed to stay with the current configuration initially. Before considering a move to a more adaptive model.	61 simultaneous calls to be made inbound and outbound to/from GLA. Expected result is 60 ringing and 1 engaged tone
9	Confirm that the GLA Minicom works without any loss of current functionality.	Matrix to advise GX of any problems		Call to be made via operator. Expected result will be for the call receiver to be able to receive the call and type talk functionality to work.
10	Supply GLA with a service description for the GX Business Continuity Plan. Note. This will be reviewed by the GLA before the cutover takes place.	GX to provide		GX to provide documentation for GLA to review
11	Confirmation that external calls cannot be made without dialling prefix "9".	Matrix	GX to be advised	An external call made without dialling "9" prefix

No	Acceptance Test	Primary Responsibility	Notes	Test result required
				should fail. An external call made with a "9" prefix should connect successfully.
12	Confirmation that emergency services can be contacted (i.e 999 emergency services).	GX/Matrix	The GLA confirm that this functionality is required	Successful connection of test call.
13	Confirm patching of correct EX circuit to the correct port to the correct system. (Matrix & GX) (As per criteria 1 the GLA require at least one engineer to be on site during the changeover process.)	GX	engineer to match the existing configuration	
14	Confirmation that the GLA's desktop faxing (Genifax) works via the new circuits.	GLA		Test fax sent and successfully received from/to a desktop fax
15	Confirmation from GX and Matrix that the new circuits are compatible to the GLA's PBX i.e. that they do not generate system alarms.	GX/Matrix		When new circuits are connected. No alarms showing on any system
16	GX to confirm we own entire number range:	GX	Confirmed by Ian	N/a

No	Acceptance Test	Primary Responsibility	Notes	Test result required
	020 7983 4000 – 4999 020 7983 5500 - 5899 020 7983 6510 - 6598		Creasey (GX) via email 23/08/2007	
17	Confirm that the new service is compatible with the GLA's Eclipse server (call logging equipment). Data track to confirm.	Data Track	GX to be advised	Live data is received by the Eclipse server as expected.
18	Confirm that the new service is compatible with Provoice (call recording device). Matrix to confirm.	Matrix	GX to be advised	Test call to PLU. Pro voice to record call successfully.
19	Matrix to confirm they can dial into the Mitel Tracker and get to all Mitel equipment via the new lines (Matrix to confirm)	Matrix	GX to be advised	Proof of successful dial in to tracker
20	Confirm that a shut down of one switch in the GLA's PBX does not prevent inbound and outbound calls from the remaining switches in the PBX. Matrix and GX to confirm.	GLA/Matrix	GX to be advised	Successful call made from a switch that is still operating
21	Confirmation that the GLA can dial all new number ranges with UK i.e the new number for London 0203	GX	GX to confirm in writing	Successful call made to a number with a "new" code.
22	New lines are compatible with VOIP and VOIP switches.	GX	GX to confirm in writing	Successful calls made to and from

No	Acceptance Test	Primary Responsibility	Notes	Test result required
				VOIP enabled extension.
23	Confirmation that the new service is capable of accepting Voice Over IP telephone calls.	GX	GX to confirm in writing	Successful calls made to and from VOIP enabled extension.
24	Phone system to differentiate ring tones internally and externally (Matrix to confirm this when lines are installed, GX to confirm this will not be an issue.	GLA/Matrix	GX to be advised	Successful calls made with different ring tones for internal DDI calls and external DDI calls
25	ISDN Bri cards on Mitel system functioning as expected	Matrix/GX		Successful call made over ISDN to Rodex Machine

Notes:

Some of the acceptance tests will involve the use of third party suppliers to the GLA, specifically Matrix Ltd, DataTrack and Pro Voice. The GLA will arrange for these companies to be present to conduct the required tests.

APPENDIX E

REPLACEMENT SCHEDULE 2-8 TO THE FRAMEWORK TERMS

SCHEDULE 2-8
SUB-CONTRACTORS

1. INTRODUCTION

1.1. This Schedule 2-8 contains:

- 1.1.1. details of the Sub-Contractors to be employed by the SERVICE PROVIDER in the provision of Ordered Services; and
- 1.1.2. the procedure to select, appoint and manage Sub-Contractors.

2. SUB-CONTRACTORS

2.1. Table of Sub-Contractors:

Name and full contact details	Obligation
BRITISH TELECOM	<ul style="list-style-type: none"> • CITY HALL SURVEY ; AND • CIRCUIT INSTALLATION.
81 NEWGATE STREET	
LONDON EC1A 7AT	
COLT TELECOM LIMITED	
15 ST BOTOLPH STREET	
LONDON EC4A 7QW.	

APPENDIX F

REPLACEMENT SCHEDULE 2-12 TO THE FRAMEWORK TERMS

SCHEDULE 2-12

STANDARDS AND REGULATIONS

1. INTRODUCTION

- I.I. This Schedule 2-12 sets out the Standards and Regulations with which the SERVICE PROVIDER shall comply in its provision of the Ordered Services.
2. The SERVICE PROVIDER shall at all times adhere to all relevant Standards and Regulations relating to the provision of the Ordered Services to the CUSTOMER which shall include without limitation legislation and EEC, Ofcom, Ofcom and ISO standards and regulations

Special Terms 27.05.08 (TRACKED)

FRAMEWORK AGREEMENT

SCHEDULE 14

CALL-OFF FORM

CALL-OFF FORM

Subject to contract

CALL-OFF FORM TO ENTER INTO A CALL-OFF CONTRACT UNDER THE PSN SERVICES FRAMEWORK AGREEMENT (reference RM1498):

Dated _____, Reference number ITC11499C

- (1) **Greater London Authority** whose principle place of business is City Hall, The Queen's Walk, London SE1 2AA (the "**Customer Authority**"); and
- (2) **Telefónica UK Limited** (Company Number: **1743099**) whose registered address is at **260 Bath Road, Slough, Berkshire SL1 4DX** (the "**Contractor**").

The Customer Authority is the beneficiary of the re-opened competition (the "**RFP**") action by Transport for London under the Framework Agreement on 29 September 2014

The Contractor responded to the RFP (the "RFP Response")

The Customer Authority, on the basis of the RFP Response, selected the Contractor to provide the Services.

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise stated, defined terms used in this Call-Off Form have the meanings given in Schedule 1 (Definitions) of the Call-Off Terms incorporated through Paragraph ~~2.12-12.4~~ below.
- 1.2 The Initial Term shall be three (3) years from the Commencement Date and the Commencement Date shall be the date on which the Contractor first provides service pursuant to this Call Off Contract.
- 1.3 The Framework Authority wishes to avoid the situation where through completion of this Call-Off Form by the Customer Authority and the Contractor, a Call-Off Contract creates a conflict with the Framework Agreement. Therefore, if there is a conflict between a Call-Off Contract and the Framework Agreement, the Framework Agreement shall prevail to the extent of such conflict and the Customer Authority and the Contractor shall comply with the instructions of the Framework Authority (acting

reasonably and in consultation with the Customer Authority and the Contractor) on how such conflict shall be resolved.

2 TERMS OF CONTRACT

2.1 This Call-Off Form and its appendices, together with the Call-Off Terms (including the Schedules to the Call-Off Terms) shall constitute a Call-Off Contract.

2.2 The Call-Off Terms are enhanced by and subject to the contents of this Call-Off Form and any of its appendices.

2.3 The Services are to be provided for the benefit of:

2.3.1 the Customer Authority.

3 CALL-OFF COOPERATION AGREEMENT

3.1 In accordance with Clause 7.4.2.2 of the Framework Agreement, the Customer Authority does not require the Contractor to enter into a Call-Off Cooperation Agreement, to be substantially in the form set out in Schedule 6.7 (Call-Off Cooperation Agreement) of the Call-Off Terms.

4 CODE OF CONNECTION AND PSN COMPLIANCE CERTIFICATE (APPLICABLE TO ANY PSN SERVICES)

4.1 N/A

5 GUARANTEE

N/A

6 GOVERNING LAW AND JURISDICTION

N/A

APPENDIX 1

INDIRECT CUSTOMERS

N/A

APPENDIX 2

INFORMATION REQUIRED FOR CALL-OFF TERMS

1 REPRESENTATIVES AND KEY PERSONNEL

1.1 For the purposes of Clause 20.1 of the Call-Off Terms, the Customer Authority Representative shall be:

Name	Responsibilities/Authorities
██████████, GLA Technology Group, ██████████) as may be updated from time to time	<ul style="list-style-type: none">• As set out in Clauses 7.3 and 32.2.12 of the Call-Off Terms;• As set out in Schedules 2.1 (Service Levels, Related Remedies and Performance Monitoring), 2.2 (Security Requirements and Plan), 4.2 (Testing Procedures) and Schedule 6.5 (Business Continuity and Disaster Recovery Provisions) of the Call-Off Terms;• As set out in Schedule 6 (Standards) of the Framework Agreement;

1.2 For the purposes of Clause 20.1 of the Call-Off Terms, the Contractor Representative shall be:

Name	Responsibilities/Authorities	Key Role Minimum Period
██████████ as may be updated from time to	<ul style="list-style-type: none">• As set out in Schedule 2.1	N/A

time. [REDACTED] Telefonica UK.	(Service Levels, Related Remedies and Performance Monitoring) of the Call-Off Terms;	
---	--	--

- 1.3 In accordance with Clause 26.5 of the Call-Off Terms, the Parties have agreed the appointment of the following Key Personnel:

Name	Role	Responsibilities/Authorities	Key Minimum Period
[REDACTED] [REDACTED], as may be updated from time to time.	Service Manager	<ul style="list-style-type: none"> Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure) of the Call-Off Terms) 	

2 OTHER CUSTOMER AUTHORITY PERSONNEL

Name	Role	Responsibilities/Authorities
[REDACTED] [REDACTED] GLA Technology Group, [REDACTED] [REDACTED]	Service Manager	<ul style="list-style-type: none"> Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure) of the Call-Off Terms) [other]

as may be updated from time to time		
<p> ██████ ██████, GLA Technology Group, ██████ ██████, as may be updated from time to time </p>	Customer Authority PSN Services Contract Manager	<ul style="list-style-type: none"> • In relation to Services procured under Lots 6 and 7 of the PSN Services OJEU only - Approval of changes to the Contractor's Call Off Service Catalogue in accordance with Clause 24.2 of the Call-Off Terms • [other]
<p> ██████ ██████ GLA Technology Group, ██████ ██████, as may be updated from time to time. </p>	Customer Authority's Change Manager	<ul style="list-style-type: none"> • Approval of Operational Changes and receipt of Change Communications in accordance with Schedule 6.2 (Change Control Procedure) • [other]

3 APPROVED SUB-CONTRACTORS


- 3.1 In accordance with Clause 22.2 of the Call-Off Terms, if the Customer Authority or the Contractor wish to remove any of the sub-contractors set out in Schedule 8 (Key Personnel and Approved Material Sub-contractors) of the Framework Agreement and/or add any more Material Sub-contractors in relation to this Call-Off Contract, they must obtain the prior written approval of the Framework Authority. In accordance with Clause 22.6 of the Call-Off Terms

and subject to Clause 22.2 of the Call-Off Terms, the Contractor may sub-contract its obligations to the following Sub-contractors:

Sub-contractor Name, Address (including registered office) and Registered Number	Related Product/Service Description	Role in delivery of the Services

4 COMMERCIALLY SENSITIVE INFORMATION

- 4.1 Without prejudice to the Customer Authority's general obligation of confidentiality, the parties acknowledge that the Customer Authority may have to disclose Information in or relating to this Call-Off Contract following a Request for Information.
- 4.2 Without prejudice to the Customer Authority's obligation (unless it is a private authority) to disclose Information in accordance with FOIA, the Customer Authority will consider in good faith whether it is appropriate to apply the commercial interests exemption set out in s.43 of FOIA to the following Information:

Items	Duration of Confidentiality
Executive Summary wording provided within the RFP.	 O2- Appendix 2.xls Term of the Call Off Agreement
Appendix 10	Term of the Call Off Agreement

- 4.3 The Contractor acknowledges that the Customer Authority is subject to the Transparency Commitment. Accordingly, notwithstanding the Contractor's confidentiality obligations set out in Clause 34 of the Call-Off Terms, the Contractor hereby gives its consent for the Customer Authority to publish the Contract Information to the general public.

- 4.4 The Customer Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Customer Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOIA. The Customer Authority may in its absolute discretion consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to Paragraph 4.3 of this Appendix. The Customer Authority shall make the final decision regarding publication and/or redaction of the Agreement.

5 LIMITATIONS ON LIABILITY

- 5.1 The amount referred to in Clause 42.2.2 of the Call-Off Terms for loss of or damage to the Customer Authority Premises, property or assets shall be £1.0m,.
- 5.2 The percentage referred to in Clause 42.2.3 of the Call-Off Terms for loss, destruction, corruption, degradation, inaccuracy or damage to the Customer Authority Data or any copy of such Customer Authority Data shall be 50%
- 5.3 The percentage referred to in Clause 42.2.4 of the Call-Off Terms for Service Credits and Delay Payments shall be 25%.
- 5.4 The amount referred to in Clause 42.2.5 of the Call-Off Terms for all other claims, losses or damages shall be 125%,.
- 5.5 The amount referred to in Clause 42.3.1 of the Call-Off Terms for all Defaults by the Customer Authority resulting in loss of or damage to the property or assets of the Contractor shall be £750k.
- 5.6 The percentage referred to in Clause 42.3.2 of the Call-Off Terms for compensation payments due in respect of Customer Authority Cause shall be 35%.
- 5.7 The percentage referred to in Clause 42.3.3 of the Call-Off Terms for the Termination Payment for the Services shall be 100%.
- 5.8 The percentage referred to in Clause 42.3.4 of the Call-Off Terms for all other Defaults (taken together) by the Customer Authority shall be 100%.

6 STEP-IN

Not used

7 INDIRECT CUSTOMERS

In accordance with Clause 53.4 of the Call-Off Terms, the following Indirect Customers may enforce the benefit of this Call-Off Contract as a third party to the extent that the Services are being provided to that Indirect Customer: N/A

8 CUSTOMER AUTHORITY AGENT(S)

Without prejudice to Clause 1.7 of the Call-Off Terms, the Customer Authority reserves the right to appoint a Managing Agent during the lifetime of the agreement in accordance with Special Term 5.13 and 5.14 of Appendix 16 (Special Terms).

9 NOTICES

In accordance with Clause 59.4 of the Call-Off Terms, the following addresses and other details for service of notices shall apply:

	Contractor	The Customer Authority
Contact	 Telefonica UK	Martin Clarke, Executive Director – Resources, Greater London Authority
Address	Telefonica UK (O2) 260 Bath Road Slough, SL1 4DX UK	City Hall, The Queen's Walk, London SE1 2AA

APPENDIX 3

SERVICE REQUIREMENTS AND CONTRACTOR SERVICE DESCRIPTIONS

The Service Requirements listed in Part A below, and the Contractor Service Descriptions in Part B below are to be read in tandem. Notwithstanding the order of precedence in the Framework Agreement, the Customer Authority agrees that in the event of conflict between Part A and Part B of this Appendix 3, Part A will not take precedence over Part B where the RFP Response details that the Contractor has proposed an alternative solution to the Customer Authority's Service Requirement.

The parties acknowledge that the "Request for Proposal (RfP) document Mobile Network Services" prepared by Transport for London was issued with the intention of procuring services for both Transport for London and for the Customer Authority. In both the Service Requirements in Part A, and the Contractor Service Descriptions in Part B, any reference to 'TfL' or 'Transport for London' in the applicable Service Requirements and Contractor Service Descriptions should therefore be construed as a reference to the Customer Authority.

Where a Service Requirement is marked as 'Not Used for Customer Authority', that requirement in the RFP Response will not apply to this Call Off Agreement, and the corresponding Contractor Service Description will also not apply.

PART A: SERVICE REQUIREMENTS

The Service Requirements are as detailed in the table below:

Reqt. No.	Section	Sub-Section	Requirement Description
T1	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T2	Voice & Data	Service Provisioning	<p>The Contractor shall provide infrastructure, if required, to support known future internal mobile services (see also supporting information showing current TfL developed apps.) <i>In brief:</i></p> <ul style="list-style-type: none">• Provision of private wireless voice coverage in underground stations to support station staff: objective is to provide access to real-time communication

T3	Voice & Data	Service Provisioning	<p>The Contractor shall provide infrastructure, if required, to support known future internal mobile services <i>In brief:</i></p> <ul style="list-style-type: none"> • Provision of public cellular voice coverage across the London Underground network (this may or may not be included with the fixed-mobile convergence solution and private wireless coverage above), although this is to be explored at a strategic level to evaluate feasibility.
T4	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T5	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T6	Voice & Data	Service Provisioning	<p>The Contractor shall provide infrastructure, if required, to support known future internal mobile services. In brief:</p> <ul style="list-style-type: none"> • Provision of public cellular Data coverage across the London Underground network (this may or may not be included with the fixed-mobile convergence solution and private wireless coverage above), although this is to be explored at a strategic level to evaluate feasibility.
T7	Voice & Data	Service Provisioning	Based on a device's cellular connectivity, the Contractor shall provide a service to Provide an answer to the question "where is this device"

T8	Voice & Data	Service Provisioning	<p>The Contractor shall provide a service which includes the separate provisioning to TfL/GLA an online self-service portal which must, as a minimum provide for each organisation for the:</p> <ul style="list-style-type: none"> • Ability to identify handset type and tariffs at high level rather than having to drill down. • Ability to download bills for individual users/ individual teams • Ability for user to declare personal calls • Ability to change User name/cost centre/team/department name and tariff with associated number. • Ability to enable roaming for users via portal • Warning SMS text and email to be sent to users nearing their usage limits • Ability to enter the connection numbers of mobile devices on portal and see all information as described above (this would avoid phone calls/emails)**** • Ability to provision mobile device connection online • Once change has been made on portal and email confirming changes made sent to TG procurement • New connections SIM to be provisioned by supplier • Services for special DR MTPS mobile device connections? • Ability to implement restrictions (i.e. lost/stolen devices)
T9	Voice & Data	Support	<p>In the event that the Contractor identifies that there is a complete loss of Voice & Data connectivity and/or into TfL's infrastructure, it shall log an incident with the Primary Service Desk and the to-be-agreed key contact(s). (Contractor UK Contacts and TfL Contacts)</p>
T10	Voice & Data	Support	<p>As soon as the Contractor or TfL have notified the other party that there is a connection issue, all service targets as defined in the to-be-agreed Service Targets metrics, will be met on a best endeavours basis.</p>
T11	Service Performance	Continuous Improvement	<p>The Contractor shall, over the period of the contract, proactively support TfL to reduce the number of issues raised to the Contractor and demonstrate how its initiatives are positively impacting TfL's self service and "shift left" aims</p>
T12	Service Performance	Service Reporting	<p>The Primary Service Desk and the Contractor's Managed Service Team shall each prepare and share standard monthly reports to monitor the quality of the service to Users for both TfL and GLA separately.</p>

T13	Service Performance	Service Reporting	The information contained in the reports shall be used to present the actual performance, identify service trends and identify target areas for continuous quality improvement.
T14	Service Performance	Service Reporting	The reports shall be discussed between the TfL Service Delivery and the Contractor's Service Relationship Manager representatives at the monthly service review meetings where current issues are discussed. This activity is required to be replicated separately for GLA.
T15	Service Performance	Service Reporting	Reports shall include the following items as listed below, but may change by agreement between the parties during the Transition Phase. From TfL and, where appropriate, GLA: <ul style="list-style-type: none"> • Any unusual or notable cases that require additional discussion between the support teams. • Number of out of scope Incidents passed back to the Primary Service Desk. From the Contractor: <ul style="list-style-type: none"> • Number of Incidents raised • Device asset tracking including devices are not currently being used • Number of active / inactive Users - inactivity report on these Users • Any unusual or notable cases that require additional discussion between the parties • Report on any and all P1 incidents taken from the Command Service call-off tickets invoked by the Customer. • Service delivery versus Service Level Targets
T16	Service Operation & Provisioning	Support	The Contractor shall offer additional / higher order assistance to help a user step through a unique or generally unsupported problem in relation to Voice & Data issues.
T17	Service Operation & Provisioning	Service Provisioning	The Service Provider shall offer a mobile voice and messaging service that supports Apple's wi-fi calling feature (or a functionally equivalent service) and functionally equivalent functionality on Android and other mobile platforms
T18	Service Operation & Provisioning	Service Provisioning	The Contractor shall provide for Distribution Group the Voice-Blast capability for message recipients to provide an interactive response in order to confirm receipt or a follow-up action, direct from their keypad.

T19	Service Operation & Provisioning	Incident Management	The Contractor shall, where required, integrate with the existing TfL/GLA incident management processes
T20	Service Operation & Provisioning	Professional Services/Transition	The Contractor shall be solely responsible for the migration of the mobile services detailed in these requirements currently operated by other providers, at no cost to TfL.
T21	Service Operation & Provisioning	Catalogue Service Request Management	<p>The Contractor shall provide a product catalogue list that integrates into TfL's corporate purchasing platform (SAP) and includes but is not limited to specification, charges and lead times for:</p> <ul style="list-style-type: none"> • mobile & land originating & terminating calls • Mobile • BlackBerry • Smart devices • Accessories • Spare parts • Non-warranty repairs • Data • Data bolt-on rental charge • Roaming data • Professional Service / Managed Service • Equipment • Tariff
T22	Service Operation & Provisioning	Change Management	Notwithstanding the obligations set out in Schedule 6.2, Change Control, the Contractor shall ensure that it plans, communicates and implements changes to TfL's technical change team prior and during the change being implemented.
T23	Service Operation & Provisioning	Change Management	<p>Notwithstanding the obligations set out in Schedule 6.2, Change Control, the Contractor shall manage the changes to its network and shall communicate changes to a designated contact at TfL, in line with the TfL change process and governance, prior to the change being implemented when they are aware of changes.</p> <p>Emergency changes shall be communicated at the time of or after the fact.</p>
T24	Service Operation & Provisioning	Infrastructure	<p>The Contractor shall provide infrastructure, if required, to support known future internal mobile services described in Appendix XXX. In brief:</p> <ul style="list-style-type: none"> • Provision of a fixed-mobile convergence solution to reduce charges for calls made and received in TfL buildings and sites: objective is to reduce infrastructure costs;

T25	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T26	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T27	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T28	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T29	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T30	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T31	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority
T32	Not Used for Customer Authority	Not Used for Customer Authority	Not Used for Customer Authority

PART B: CONTRACTOR SERVICE DESCRIPTIONS

The Parties agree that the Service Descriptions are as per section in the RFP Response that provides the Contractor's response to the Service Requirements detailed in Part A above.

The Contractor's RFP response should be read in conjunction with the Contractor's PSN Catalogue.

The relevant sections of the RFP Response are as follows:



Annex 3 Part B -
Service Descriptions

APPENDIX 4

SERVICE LEVELS AND RELATED REMEDIES

1 GENERAL

- 1.1 The Terms of the Call Off Agreement clause 10 apply, unless any part conflicts with this Appendix 4 in which case this Appendix 4 shall take precedence.

2 SERVICE LEVELS

- 2.1 In accordance with Paragraph 2.1 of Part A of Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring) of the Call-Off Terms, the following Service Level Targets, Service Criteria (including the Service Measures), Service Failure Thresholds, Service Credits and Repeat Failures shall apply to this Call-Off Form and are subject to the conditions and notes detailed therein. All Service Level calculations will be based on the Customer Authority's mobile connections under this Call Off Agreement, and the Transport for London mobile connections under the Call Off Agreement between the Contractor and Transport for London. This is to ensure the Service Levels are representative of the mobile connections envisaged in the RFP Response. For the avoidance of doubt, the Service Credits (if applicable) will be calculated on the basis of the connections under this Call Off Agreement only.

Ref.	Service Area	Service Level	Description	Measurement	Service Level Target Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit	Relevant Hours (i.e. hours over which performance is measured)	Notes
SLA 1	Customer Satisfaction	User perception survey responses	The Supplier shall achieve a User response of "satisfied" or above in the Customer Satisfaction Survey for the Supplier's Services on this percentage of all responses to the Customer Satisfaction Survey responses (administered via the Customer's Primary Service Desk).	For each completed survey the percentage of users who have 'Satisfactory' experience when using the Supplier's Service.	75%	70%	N/A	N/A	Core Hours	See Note 1 See Note 4
SLA 2	Billing Accuracy	The number of substantiated "queried" bills in an agreed period	Provide a monthly report on the total number of billing queries in the YTD broken down into "user misunderstanding" and substantiated Provider error.	The number of substantiated Provider error billing queries, averaged per month on a YTD basis	95%	90%	N/A	N/A	Core Hours, monthly	See Note 4
SLA 3	Inactive Devices	The percentage of identified inactive devices set to suspense	Provide a monthly report identifying the number of mobile devices identified as inactive , the percentage of those moved to suspense and therefore not billed, and the monthly cost of the remaining percentage unsuspended	The percentage of inactive devices set to suspense	95%	80%	N/A	N/A	Core Hours, monthly	See Note 4

SLA 4	Configured Device Delivery	All devices delivered as agreed	All devices delivered as per requirements, ie next day if ordered before noon.	The percentage of devices delivered as per requirements	95%	80%	N/A	N/A	Core Hours	See Note 2. See Note 4
SLA 5	Pro-active Catalogue Management	Catalogue managed to ensure availability of all devices and accessories	Customer Authority informed in a timely manner of end of life and new release equipment to ensure catalogue reflects available equipment and does not consequently impact business activity.	Details of unfulfilled catalogue orders	95%	80%	N/A	N/A	Core Hours	See Note 4
SLA 6	Service Availability		2G/3G voice availability %	2G/3G voice - Combined availability of the 2G/3G voice radio elements across the UK area covered by the O2 network, shown as a percentage across a calendar month	98.50%	97.00%	5.00%	15.00%	24 x 365	See Note 3
SLA 7	Service Availability		2G/3G data availability %	2G/3G data - Combined availability of the 2G/3G data radio elements across the UK area covered by the O2 network, shown as a percentage across a calendar month	98.50%	97.00%	5.00%	15.00%	24 x 365	See Note 3
SLA 8	Service Availability		4G data availability %	4G data - Availability of the 4G data radio elements across the UK area covered by the O2 network, shown as a percentage across a calendar month	98.00%	97.00%	N/A	N/A	24 x 365	See Note 4

SLA 9	Service Quality		2G/3G voice and data availability % - London	2G/3G voice and data - Combined availability of the 2G/3G voice and data radio elements across the London area covered by the O2 network, shown as a percentage by calendar month	99.00%	97.50%	5.00%	15.00%	24 x 365	See Note 3
SLA 10	Service Quality		2G/3G combined voice call completion success rate	Monthly percentage UK-wide of voice and data calls that are successfully initiated maintained and terminated by choice of either party	96.00%	94.50%	5.00%	15.00%	24 x 365	See Note 3
SLA 11	Service Quality		2G/3G combined data call completion success rate	Monthly percentage UK-wide of voice and data calls that are successfully initiated maintained and terminated by choice of either party	96.00%	94.50%	N/A	N/A	24 x 365	See Note 4
SLA 12	Service Quality		4G data call completion success rate	Monthly percentage UK-wide of voice and data calls that are successfully initiated maintained and terminated by choice of either party	97.00%	95.50%	N/A	N/A	24 x 365	See Note 4
SLA 13	Service Quality		Voice mail overall success rate	Overall percentage of voice mail message success rate, UK-wide	98.50%	97.00%	N/A	N/A	24 x 365	See Note 4
SLA 14	Service Quality		Text/SMS overall success rate	Monthly 2G/3G combined overall percentage of text message success rate, UK-wide	98.50%	97.00%	5.00%	15.00%	24 x 365	See Note 3

Notes:

- 1) The Contractor will be provided a copy of the questionnaire prior to issue and provide any recommendations for change, and the Customer will act reasonably when considering any recommendations O2 might make, but shall not be obliged to change the questionnaire in accordance with such recommendations.
- 2) This Service Level measurement will not apply to items which are not in stock with the Contractor or are on long lead time delivery to the Contractor. The Contractor will advise the Customer which items this exclusion will apply to from time to time.
- 3) Failure to meet either of the SLA targets in the table below will result in: Service Credits below.
- 4) This will be monitored monthly to ensure compliance with Service Failure Threshold. Service Improvement Plan will be implemented for persistent failure. Service Credits do not apply.

3 UNMEASURED SERVICE LEVELS

- 3.1 The parties agree that the following service assessment metrics ("SAM") are not to be measured, but will be discussed no earlier than 3 months following the Commencement Date by the parties to assess what impact they would have had had they applied from the Commencement Date.
- 3.2 The parties, each acting reasonably, will then determine whether the service assessment metrics should be added to the Service Levels

Ref.	Service Area	Service Level	Description	Measurement	Service Level Target Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit	Relevant Hours (i.e. hours over which performance is measured)
SAM 1	Incident Resolution	Severity 1	Resolution of Severity 1 Incidents.	Resolution of Severity 1 Incidents within two (2) hours of the Incident being reported to the PSD.	95%	90%	N/A	N/A	24 x 365
SAM 2	Incident Resolution	Severity 2	Resolution of Severity 2 Incidents.	Resolution of Severity 2 Incidents within four (4) hours of the Incident being reported	95%	90%	N/A	N/A	24 x 365

				to the PSD.					
SAM 3	Incident Resolution	Severity 3	Resolution of Severity 3 Incidents.	Resolution of Severity 3 Incidents within eight (8) User Working Hours of the Incident being reported to the PSD.	95%	90%	N/A	N/A	24 x 365
SAM 4	Incident Resolution for Enhanced User Groups	Enhanced User Group Severity 3 Incident Restore	For each Incident, the period of time from the creation date/time of an Incident or from an automatic alert, to the time that Restoration is achieved or an agreed work-around or plan to Restore Service is agreed.	The percentage of such Incidents resolved within two (2) hours of the Incident being reported to the PSD.	95%	90%	N/A	N/A	24 x 365

4 SERVICE CREDITS

- 4.1 For any Service Levels to which Service Credits apply, the Service Credit will be paid only where the same Service Level is failed in two consecutive months, or where it is failed twice in a three month period.
- 4.2 Service Credit amounts will be calculated against the monthly Airtime Charges excluding Service.
- 4.3 Failure to meet the SLA targets outlined in the table above will result in: a Service Improvement Plan.
- 4.4 The aggregate maximum Service Credits payable under this Call Off Contract in any one month is equal to 15% of the Airtime Charges in the preceding month.

APPENDIX 5

ADDITIONAL STANDARDS

In addition to the Standards set out in Schedule 6 (Standards) of the Framework Agreement, the Contractor shall also comply with the following further Standards:

1 GENERAL

- 1.1 The Contractor shall at all times comply with its own policies and Standards relevant to the delivery of the Services. The Contractor anticipates that such compliance will ensure that it also complies with the Customer Authority's policies and Standards referred to in Appendix 1 (Customer Authority's and TfL Group Policies and Standards). To the extent that this is not the case, the Customer Authority shall advise the Contractor of such requirement and the parties shall, each acting reasonably, agree the necessary actions to eliminate such non-compliance.
- 1.2 The Contractor shall monitor and notify The Customer Authority of any new or emergent standards which could affect the Contractor's provision, or The Customer Authority's receipt, of the Services.
- 1.3 There shall be no changes to the Standards, including the adoption of any such new or emergent standard, unless such change is considered and implemented in accordance with the Change Control Procedure.
- 1.4 Where a new or emergent standard is to be developed or introduced by The Customer Authority, the Contractor shall be responsible for ensuring that the potential impact on the Contractor's provision, or The Customer Authority's receipt, of the Services is explained to The Customer Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 1.5 Where Standards referenced conflict with each other, the Contractor shall consult with The Customer Authority and propose to The Customer Authority alterations in order to resolve the conflict. Any such alteration to any Standard(s) shall require the prior written agreement of The Customer Authority (which shall not be unreasonably withheld or delayed) and shall be implemented in accordance with the Change Control Procedure.

2 TECHNOLOGY ARCHITECTURE STANDARDS

The Contractor shall produce full and detailed technical architecture documentation for the Contractor Solution in accordance with Good Industry Practice.

3 ACCESSIBLE DIGITAL STANDARDS

The Contractor shall comply with (or with equivalents to):

- (a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and

- (b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

4 SERVICE MANAGEMENT STANDARDS

- 4.1 Subject to Paragraph 2, the Contractor shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

- (a) ITIL v3 2011;
- (b) ISO/IEC 20000-1 2011 "ITSM Specification for Service Management";
- (c) ISO/IEC 20000-2 2012 "ITSM Code of Practice for Service Management";
- (d) ISO 10007 "Quality management systems – Guidelines for configuration management"; and
- (e) BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "IT Service Continuity Strategy" or "Disaster Recovery" plans.

5 ENVIRONMENTAL STANDARDS

- 5.1 The Contractor warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Term. The Contractor shall follow a sound environmental management policy, ensuring that any goods and the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.
- 5.2 The Contractor shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.
- 5.3 The Contractor shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Contractor shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.
- 5.4 The Contractor shall comply with The Customer Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

6 WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006

- 6.1 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Contractor, purchase on behalf of The Customer Authority, lease or otherwise the Contractor will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Contractor or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:





- (a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and
- (b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

6.2 The Contractor shall indemnify and keep indemnified The Customer Authority as a result of any Losses which it incurs as a result of any failure on the part of The Customer Authority or the relevant producer to comply with the terms of Paragraphs 6.16.16.1 and 6.26.26.2.

Appendix 1
(Customer Authority's and TfL's Group Policies and Standards)

Policy	Policy Link	Applicable Scope Reference
Accessible Communications	See TfL Policy Folder	Compliance with this policy is a requirement for all employees of TfL and for all those not directly employed by TfL whose remit requires them to act on behalf of any part of the TfL Group.
Equality & Inclusion	See TfL Policy Folder	TfL will ensure that employers of anyone engaged through a third party are made aware of this document and ensure that their employees observe it when engaged in TfL work or on TfL property.
Health, Safety and Environment	See TfL Policy Folder	TfL will ensure that employers of anyone engaged through a third party are made aware of this document and ensure that their employees observe it when engaged in TfL work or on TfL property.
Information Access Policy	See TfL Policy Folder	This policy applies to TfL and to any commercial organisations or service providers (including agencies or consultancy companies) contracted to carry out work for TfL.
Information_Security_Classification_Standard	See TfL Policy Folder	
http://source.tfl/pdfs/2013-10-03_Privacy_and_Data_Protection_Policy_v3.0.pdf	See TfL Policy Folder	
Safety and Well Being Policy -	See TfL Policy Folder	<i>Note: although this policy is only for Staff members, the contract will include this as Contract Staff coming on TfL site must respect and adhere to it.</i>
Emergency /Security		
Pandemic		
Workplace Violence		
Alcohol at work		
Misuse of Drugs		
Smoking		
HIV		

Policy	Policy Link	Applicable Scope Reference
<u>Information Management</u>		
IM-S-PO-005 - Equipment Connection Policy		
IM-S-PO-006 - Remote Access for 3rd Party Support Providers		
IM-S-PO-007 - Third Party Remote Access		
IM-S-PO-014 - TfL Equipment on Third Party Sites		
IM-S-PO-016 - System Hardening		
IM-S-PO-035 - Security Policy - Secure Erasure and Disposal		
IM-S-PO-047 - Security Policy - IT Change Control		
IM-S-PO-048 - System Data Migration and Decommissioning Policy		
IM-S-PP-001 - ISO 27001 Section 1 Security Organisation Principles		
IM-S-PP-002 - ISO 27001 Section 2 Asset Management Principles		
IM-S-PP-003 - ISO 27001 Section 3 Human Resources Security Principles		
IM-S-PP-004 - ISO 27001 Section 4 Physical and Environmental Security Principles		
IM-S-PP-005 - ISO 27001 Section 5 Communications and Operations Management		
IM-S-PP-006 - ISO 27001 Section 6 Access Control Principles		
IM-S-PP-007 - ISO 27001 Section 7 Information Systems, Acquisition and Maintenance		
IM-S-PP-009 - ISO 27001 Section 9 Business Continuity Management Principles		
IM-S-PP-010 - ISO 27001 Section 10 Compliance and Legal Requirements Principles		
IS Security Policy		
IM-T-ST-001 - TfL Infrastructure Hosting Standards		
Change Management Policy		
Incident Management Policy		
Release Management 3rd party Policy		
Service Catalogue Management Policy		

Policy	Policy Link	Applicable Scope Reference
Service Level Management Policy		
Supplier Management Policy		
TfL Code of Connection Policy - Partner Edition V1.3 - TfL 3rd Party Edition		
TfL IM_Policy Disposal of IT end of life equipment		
Enterprise Applications Policy		
Resilience		
Transparency		
Freedom of Information		
LU		
QUENSH		
Code of Ethics		 code_of_ethics2_0.pdf
Anti-Fraud and Corruption Strategy, Policy and Response Plan		 Anti-Fraud and Corruption Strategy,
Information Security Policy		 information_security_policy_0.pdf
Records Management Policy		 records_management_policy_v2.pdf

APPENDIX 6

SECURITY PLAN



O2- Draft security
Plan.pdf

APPENDIX 7

CUSTOMER AUTHORITY EQUIPMENT AND EXCLUSIVE EQUIPMENT

Not Used

APPENDIX 8

OUTLINE IMPLEMENTATION PLAN

The attached represents the draft Implementation Plan, which the parties acknowledge must be refreshed following the Commencement Date, with both parties acting reasonably to promptly agree an achievable Implementation Plan.



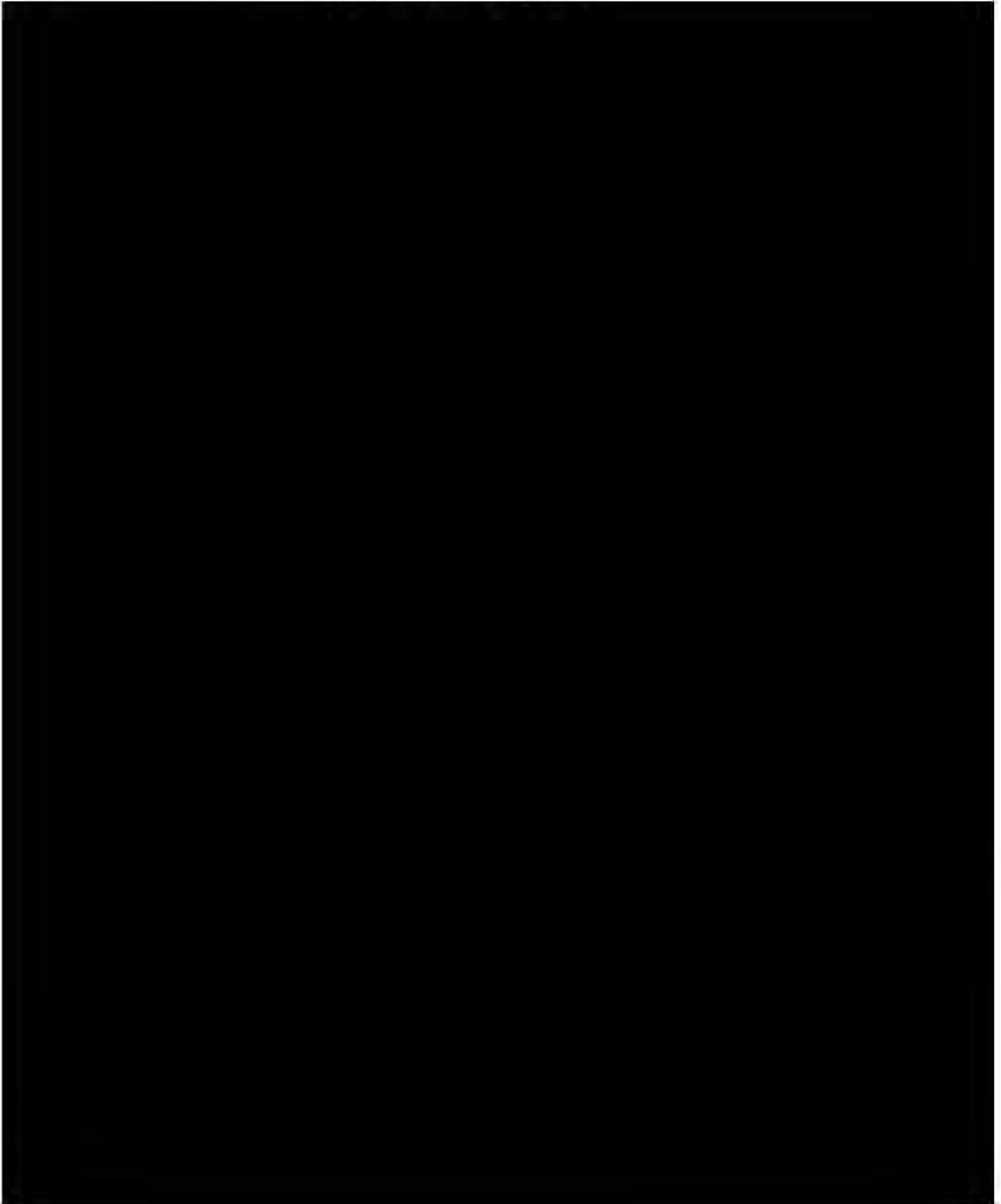
O2- Implementation
Plan.pdf

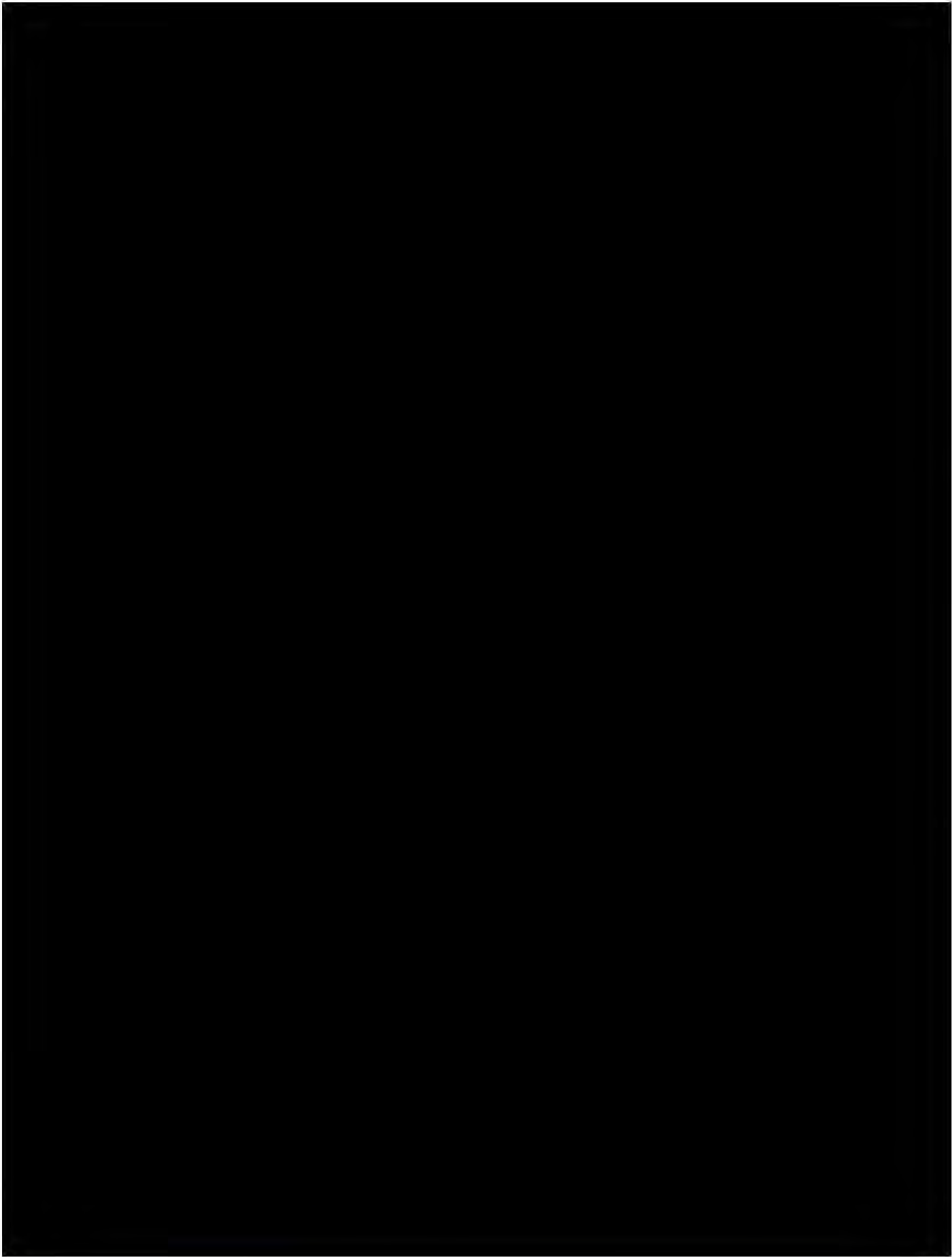
APPENDIX 9
TESTING PROCEDURES

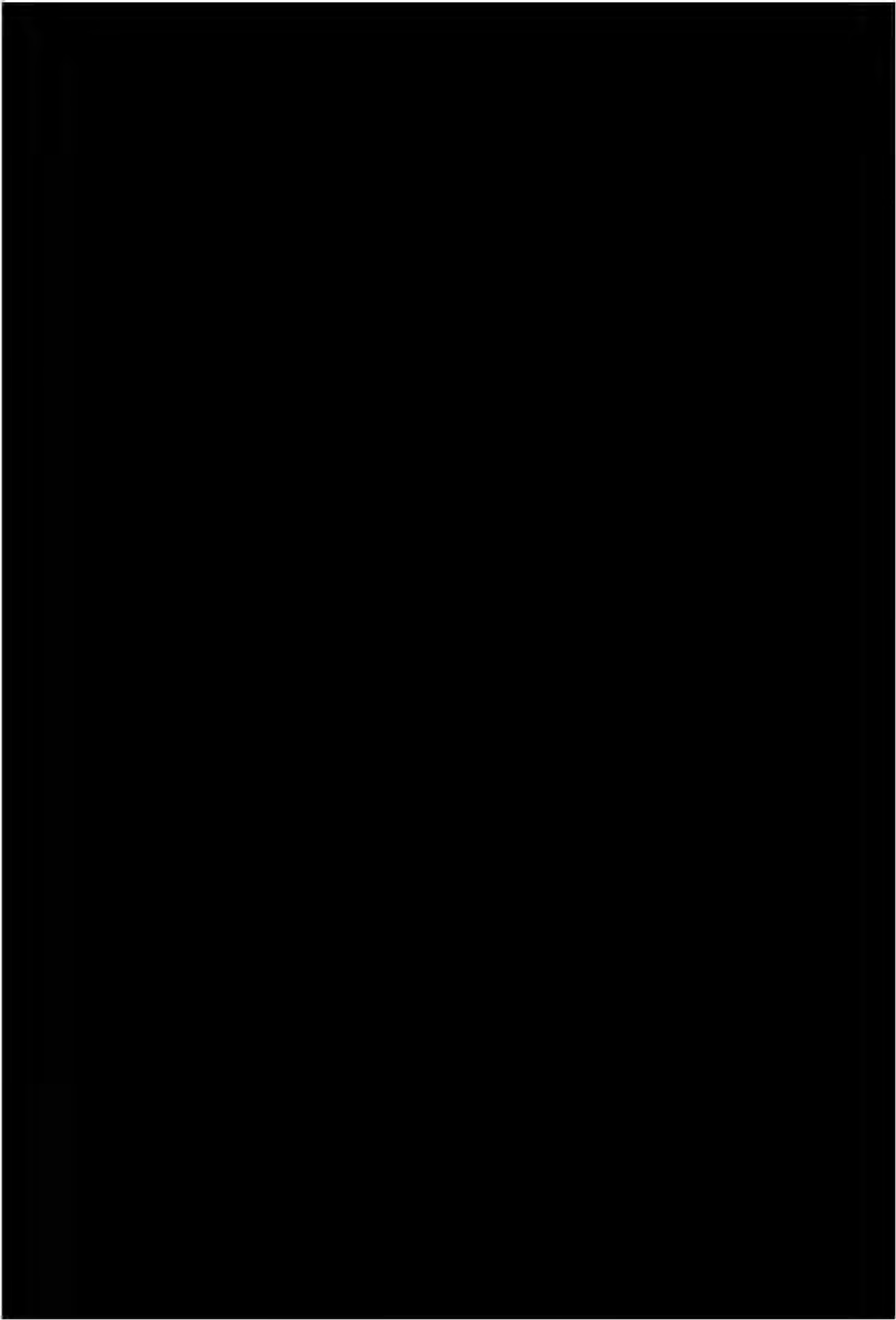
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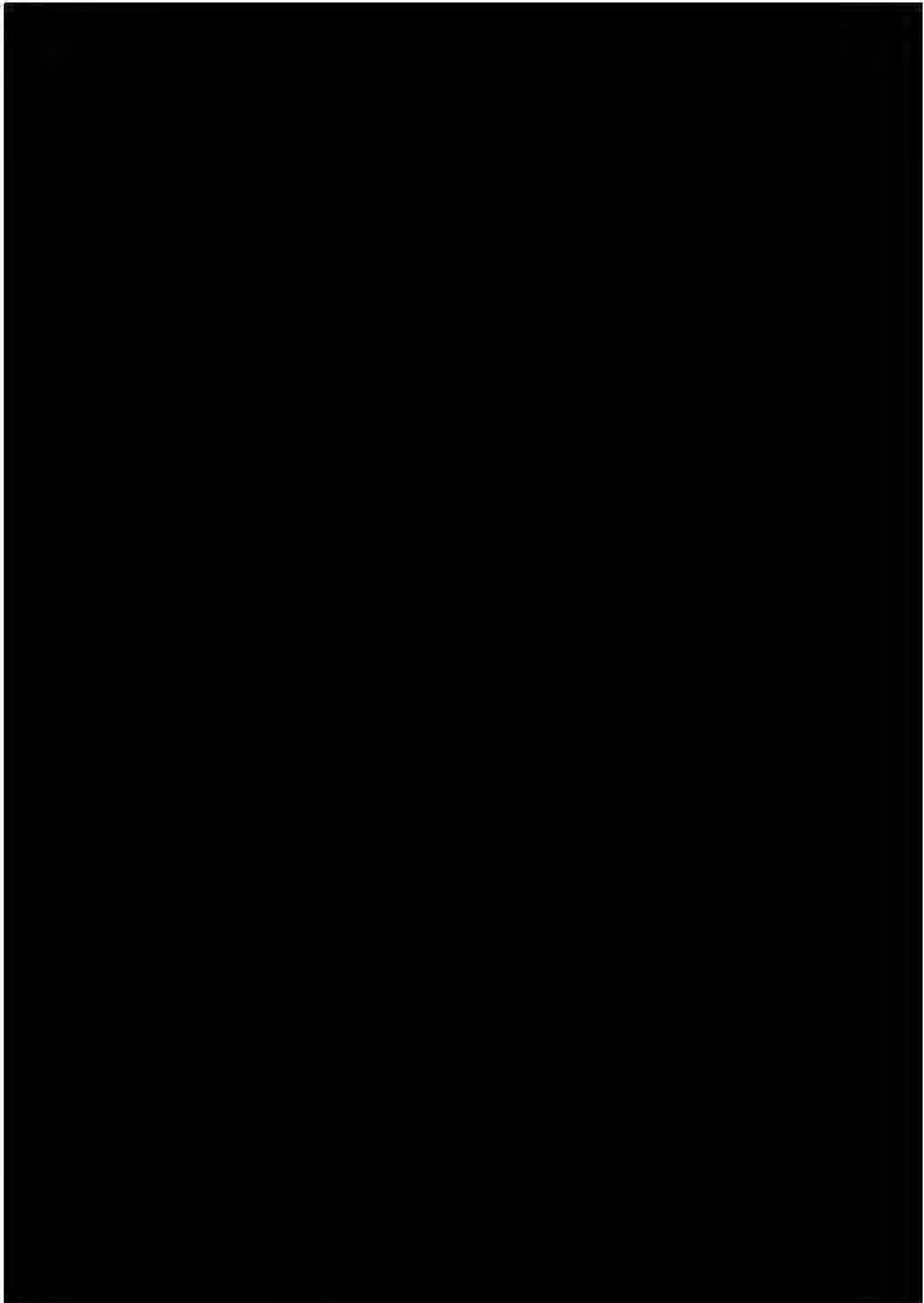
APPENDIX 10

CHARGING AND INVOICING









Call-Off Contract;

“Service Commencement
Date”

in respect of a Service means the date on which a particular Service
is first provided to the Customer.

3 BASE CASE FINANCIAL MODEL

The proforma Base Case Financial Model shall be as follows: **N/A**

4 SUPPORTING DOCUMENTATION

In accordance with Paragraph 2.6 of Part B of Schedule 5.1 (Charges and Invoicing)
of the Call-Off Terms, the address to which all invoices and Supporting
Documentation shall be sent is as follows:

[Populate]
or electronically:

[Populate]

APPENDIX 11

BENCHMARKING

1. APPOINTMENT OF BENCHMARKER

In accordance with Paragraph 4.1 of Schedule 5.3 (Benchmarking) of the Call-Off Terms, the following organisations may be appointed to carry out a Benchmark Review:

Organisations Name	Address
<ul style="list-style-type: none">Gartner UK Limited, company number 02266016	Tamesis, The Glanty, Egham, Surrey TW20 9AW
<ul style="list-style-type: none">Maturity UK Limited, company number 04944982	Standard House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE
<ul style="list-style-type: none">The Hackett Group Limited, company number 05349489	Martin House, 5 Martin Lane, London, EC4R 0DP
<ul style="list-style-type: none">Alsbridge plc, company number 04502419	22-24 Ely Place, London, EC1N 6TE
<ul style="list-style-type: none">ISG Group Europe Limited, company number 01535245	Hays House, Millmead, Guildford, Surrey, GU2 4HJ

2. GOOD VALUE

For the purposes of Schedule 1 (Definitions) of the Call-Off Terms, Good Value shall

4.1.1. mean Upper Quartile; and

4.1.2 be based on the median service levels.

APPENDIX 12

GOVERNANCE

The Customer Authority's governance meetings may be held at the same time as the Transport for London governance reviews. The parties will agree which review may be held concurrently with the Transport for London governance reviews and which reviews will be held independently.

In accordance with Paragraph 3.1 of Schedule 6.1 (Governance) of the Call-Off Terms, the following Board structures and representations shall apply:

1 BOARDS

1.1 *There will be five Boards that apply to this Agreement:*

- (a) *Quarterly Account Review Board;*
- (b) *Periodic Commercial and Service Review Board;*
- (c) *Change Advisory Board;*
- (d) *Service Management Review Board; and*
- (e) *[????]*

2 PURPOSE OF THE QUARTERLY ACCOUNT REVIEW BOARD

The Quarterly Account Review Board shall promote joint alignment between The Customer Authority and the Contractor and shall:

- (a) *Review Contractor's Service performance;*
- (b) *discuss relevant projects;*
- (c) *consider the upcoming pipeline of work; and*
- (d) *resolve any outstanding risks and issues.*

3 PURPOSE OF PERIODIC COMMERCIAL AND SERVICE REVIEW BOARD

3.1 *The Periodic Commercial and Service Review Board shall occur every four (4) weeks and shall review the overall performance of the Agreement over a specific The Customer Authority Period and shall:*

- (a) *identify and discuss any current and potential commercial issues;*
- (b) *conduct a deep dive into the Service;*
- (c) *review performance against SLAs;*

- (d) *discuss and identify any emerging trends and agree remedial actions; and*
- (e) *agree Service Improvements.*

Agenda items:

Commercial focus

- 1. *Contract Changes;*
- 2. *Financial Charges;*
- 3. *Contract compliance;*
- 4. *New services;*
- 5. *Audit compliance;*
- 6. *Benchmarking;*
- 7. *Quality; and*
- 8. *Risks and issues.*

Service focus

- 9. *Service performance;*
- 10. *Quality of Service;*
- 11. *Third party vendor performance;*
- 12. *Service charges / credits;*
- 13. *Operational Change Requests;*
- 14. *Monthly Service reporting;*
- 15. *Service improvement progress;*
- 16. *Next priorities;*
- 17. *Review status reports;*
- 18. *Issue and Change Management;*
- 19. *Identify Continuous Service Improvement opportunities; and*
- 20. *Issues and escalations.*

4 PURPOSE OF THE CHANGE ADVISORY BOARD

- 4.1 *The Change Advisory Board ("CAB") shall discuss major changes to the Customer Authority Services to ensure all change processes have been adhered to.*
- 4.2 *The Contractor shall:*
 - (a) *ensure Mobile Service representation at CAB so they can review and be aware of any changes which may have an impact to the Mobile Service; and*
 - (b) *on an "as required" basis, review The Customer Authority's Forward Schedule of Change and (if necessary) provide feedback to the CAB.*

Agenda items

- 1. *Review of the forthcoming changes;*
- 2. *Identification of the risks and issues to be managed; and*
- 3. *Recording of approvals given by The Customer Authority.*

PURPOSE OF THE SERVICE MANAGEMENT REVIEW BOARD

- (a) The Service Management Review Board shall review the Contractor's Service performance on a weekly basis and the Contractor shall attend the Service Management Review Board meeting.

Agenda items

1. Highlights and lowlights of the period – at a summary level;
2. Service metrics slide – explained;
3. Contact breakdown by fault type (telephony, 3rd party contact, email contact, web contact);
4. User perception survey results slide;
5. High level breakdown of top ticket types raised within the period;
6. Escalations raised within the period; and
7. Next period activities.

Appendix 1

Quarterly Account Review Board

<i>The Customer Authority members of Quarterly Account Review Board</i>	<i>Head of Service Management, Head of Vendor Management, Head Of Commercial Management</i>
<i>Contractor members of Quarterly Account Review Board Contractor</i>	<i>Account Executive (Chairperson), Service Executive, Project Executive</i>
<i>Start Date for Quarterly Account Review Board</i>	<i>within twenty (20) Working Days after Effective Date</i>
<i>Frequency of Quarterly Account Review Board</i>	<i>Quarterly</i>
<i>Location of Quarterly Account Review Board</i>	<i>The Customer Authority Location , Pier Walk, North Greenwich SE10 0ES</i>

Periodic Commercial and Service Review Board

<i>The Customer Authority members of Periodic Commercial and Service Review Board</i>	<i>Senior Vendor Manager, Senior Commercial Manager, IM Service Operations Manager</i>
<i>Contractor members of Periodic Commercial and Service Review Board</i>	<i>Account Executive (Chairperson), Commercial Manager, Finance Manager, Service Executive</i>
<i>Start date for Periodic Commercial and Service Review Board meetings</i>	<i>within twenty (20) Working Days after Effective Date</i>

Frequency of Periodic Commercial and Service Review Board meetings	Periodically (every four weeks)
Location of Periodic Commercial and Service Review Board meetings	The Customer Authority Location, Pier Walk, North Greenwich SE10 0ES

Change Advisory Board

The Customer Authority members of Change Advisory Board	The Customer Authority Change Lead (Chairperson)
Contractor members of Change Advisory Board	Account Manager
Start Date for Change Advisory Board meetings	First Change Advisory Board meeting that falls after the Effective Date
Frequency of Change Advisory Board meetings	As required
Location of Change Advisory Board meetings	The Customer Authority Location: Pier Walk, North Greenwich SE10 0ES

Service Management Review Board

The Customer Authority members of Service Management Review Board	IM Service Operation Manger
Contractor members of Service Management Review Board	Account Manager
Start Date for Service Management Review Board	within five (5) Working Days after Effective Date
Frequency of Service Management Review Board	Weekly
Location of Service Management Review Board	The Customer Authority Location, Pier Walk, North Greenwich SE10 0ES

APPENDIX 13

BCDR PLAN



O2- Draft BCDR
Plan.pdf

APPENDIX 14

SUSTAINABILTY PLAN

Not used

APPENDIX 15

TUPE AND PENSIONS

Not used

APPENDIX 16

SPECIAL TERMS

1 Co-operation with third parties

1.1 The Contractor shall (and shall procure that all Sub-Contractors shall) at no additional cost to The Customer Authority co-operate fully and promptly with The Customer Authority and The Customer Authority's employees, agents and representatives and, where reasonably requested by The Customer Authority, Third Parties in relation to all activities relating directly to the subject matter of this Agreement and any points of integration, interoperability, interface or dependency between: (i) the Services; and (ii) either (a) The Customer Authority System or associated activities or (b) the services to be provided by or to Third Parties, in each case including:

- a) the development of the Documentation;
- b) in connection with transition from any previous supplier of the Services;
- c) the design, build, operation and maintenance of any interfaces with The Customer Authority, or any Third Party;
- d) interactions and The Customer Authority Data flows between the Services and the services to be provided by one or more Third Parties;
- e) Testing or any other testing by The Customer Authority, or Third Party;
- f) performance measuring and monitoring;
- g) the resolution of Incidents and Defects;
- h) delivery and testing of the BCDR Plan and any other business continuity or disaster recovery services and business continuity or disaster recovery plans of any Third Party;
- i) implementing Changes;
- j) compliance with all applicable Laws, standards and codes of practice from time to time; and
- k) claims or actions brought by Third Parties.

1.2 The co-operation referred to in Special Term 1.1 shall include promptly providing The Customer Authority and The Customer Authority's employees, agents and representatives and, where applicable (and agreed in advance (each party acting reasonably and without delay), Third Parties with:

- a) information or data requested by them (to the extent within the Contractor's control or possession);
- b) access to operational and technical staff to answer questions (including their attendance at The Customer Authority's meetings if required);
- c) the opportunity to attend meetings of the Contractor at which the Services will be discussed;
- d) access to the Materials; and
- e) participation in any joint testing initiatives.

1.3 The Contractor shall give The Customer Authority reasonable prior notice in writing of all meetings it has with Approved Sub-contractors and The Customer Authority shall be entitled to attend all such meetings.

1.4 In performing the Services, the Contractor shall (and shall procure that all Sub-contractors shall) take all necessary steps to avoid prejudicing The Customer Authority's relationship with any Third Party.

2 Managing Agent

2.1 The Customer Authority may by written notice to the Contractor (a "Managing Agent Notice") appoint a SIAM Provider or Tower Provider to act as its managing agent to manage The Customer Authority's rights under this Agreement. Subject to Special Term 2.2 and the Contractor, the Contracting Authority and Managing Agent agreeing an operational level agreement that sets out the respective roles and responsibilities of each party ("OL Agreement") or in any other format as may be agreed between the Contractor and the Contracting Authority, following receipt of a Managing Agent Notice and OL Agreement, the Contractor shall (at no additional cost to The Customer Authority):

- a) for the purposes of this Agreement, treat enquiries, requests and instructions of the Managing Agent which relate to the Services or this Agreement as enquiries, requests and instructions of The Customer Authority, and comply with its obligations under this Agreement in relation thereto;
- b) co-operate with the Managing Agent in accordance with Special Terms 1.1 and 1.2; and
- c) without limitation to the foregoing:
 - i. attend governance meetings chaired by the Managing Agent in lieu of attending similar meetings with The Customer Authority;
 - ii. report on performance of the Services to the Managing Agent; and
 - iii. permit the Managing Agent to oversee financial management matters (subject always to Clause 34 of the Call-Off Terms (Confidentiality))

2.2 The Customer Authority may by written notice to the Contractor withdraw notice of the appointment of the Managing Agent appointed pursuant to Special Term 2.1 and, upon receipt of such notice, the Contractor's obligations under Special Term 2.1 in respect of the relevant third party contractor shall cease and the Contractor shall not treat enquiries, requests and instructions from that relevant third party contractor as enquiries, requests and instructions from The Customer Authority.

3 Consequences of Expiry or Termination

3.1 The provisions of Special Terms 1 (Cooperation with Third Parties) and 2 (Managing Agent) shall survive the termination or expiry of this Agreement.

4 London Living Wage

4.1 **Without prejudice to any other provision of this Agreement, the Supplier shall:**

- (a) ensure that none of the London Living Wage Employees is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (b) ensure that none of the London Living Wage Employees is paid less than the amount to which they are entitled in accordance with their respective contracts of employment;
- (c) provide to the Customer Authority such information concerning the London Living Wage as the Customer Authority may reasonably require from time to time;
- (d) disseminate on behalf of the Customer Authority to the London Living Wage Employees such perception questionnaires as the Customer Authority may reasonably require from time to time and promptly collate and return to TfL responses to such questionnaires; and
- (e) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

5 Equality and Diversity

5.1 **The Contractor:**

- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities; and
- (b) acknowledges that the Customer Authority is under a duty under section 76A of the Sex Discrimination Act 1975, section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be); in providing the Services, the Contractor shall assist and co-operate with the Customer Authority where possible in satisfying this duty.

6 Hosted Messaging Service additional terms

- 6.1 The Service Requirements for the Hosted Messaging Services to be performed by the Contractor pursuant to this Call-Off Contract are as detailed in the Service Descriptions.
- 6.2 While the Contractor shall use reasonable endeavours to maintain the Hosted Messaging Service, the Service Provider does not guarantee that the Hosting Messaging Service or any equipment supplied by the Contractor in relation to the Hosted Messaging Service will be fault free or that they will be continuously available. The Customer Authority acknowledges that:
- (a) message delivery may be impaired or adversely affected by physical or topographical features (including buildings, underpasses and tunnels) and by atmospheric conditions or other causes of interference, man made or natural;
 - (b) availability of the Hosted Messaging Service, speed of transmission and message delivery may be dependent upon third party network operators and service providers and other circumstances outside the Service Provider's control; in some circumstances it may not be possible to transmit a message to the intended recipient successfully; and
 - (c) the transmission of large volumes of messages using the Hosted Messaging Service is subject to the Service Provider's Acceptable Use Policy and may be subject to delays or restrictions in the destination networks outside the Service Provider's control.
- 6.3 The Contractor may from time to time and without notice during any technical failure, modification or maintenance of the telecommunications systems by which the Hosted Messaging Services are provided, modify or suspend the Hosted Messaging Services, provided that it shall use all reasonable endeavours to restore the Hosted Messaging Services as soon as practicable after such suspension.
- 6.4 The Contractor reserves the right to modify the Hosted Messaging Services at any time, such modification not to materially diminish the functionality or usability of the Hosted Messaging Services.
- 6.5 The Contractor will use reasonable endeavours to keep complete and accurate records of data recorded by the Contractor and its third party network service providers in respect of messages transmitted in a user name (ie a log-in and related password or other password allocated by the Contractor for exclusive use by the Customer Authority and used to gain access to the Hosted Messaging Services) by means of the Hosted Messaging Services for a period of 30 days from the transmission date.
- 6.6 For the avoidance of doubt all intellectual property rights in all software supplied by the Contractor for the Customer Authorities use in connection with the provision of the Hosted Messaging Services shall remain the property of the Contractor or its licensors

HOSTED MESSAGING SERVICE ACCEPTABLE USE POLICY

- 6.7 The Customer Authority shall not use the Hosted Messaging Services or permit the Hosted Messaging Services to be used:
- (a) to send Messages to any End User without that End User's explicit request for, or consent to, receiving such a Message;
 - (b) for any improper, fraudulent, immoral or unlawful purpose;
 - (c) for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing character or nature;
 - (d) in a manner that infringes the Intellectual Property Rights or any other proprietary rights of any third party; or
 - (e) in a manner that may injure or damage any person or property or cause the quality of the Hosted Messaging Service to be impaired.
- 6.8 In using the Hosted Messaging Services or permitting the Hosted Messaging Services to be used, the Customer Authority shall:
- (a) send only Messages that comply with all applicable laws and that contain nothing which is likely to cause offence in view of the generally prevailing standards of decency and propriety from time to time;

- (b) comply with all reasonable directions and instructions issued by the Contractor from time to time in relation to the Hosted Messaging Services;
- (c) comply with and observe at all times all applicable laws, regulations and codes and any directions, recommendations and decisions of any Regulator or network operator; and
- (d) not act in any manner likely to bring the Contractor, the Hosted Messaging Service or any network operator into disrepute.

"Regulator" means any national telecommunications regulatory authority or other competent body or authority which may introduce regulations for the Hosted Messaging Service from time to time and with which the Customer Authority must comply or to which the Customer Authority has agreed to be bound, including (but not limited to) those issued by PhonePayPlus or similar body.

- 6.9 The Customer Authority shall restrict the use of a single User Name used in connection with the Hosted Messaging Services to one person at a time. The Contractor may disconnect unauthorised concurrent User Name access. All activities that are traceable to a user name shall be deemed to have been performed by the Customer Authority itself and shall be legally binding upon the Customer Authority.

"User Name" means the log-in(s) and related password(s) or other password(s) allocated by the Contractor for exclusive use by the Customer Authority and used to gain access to the Hosted Messaging Services.

- 6.10 The maximum transmission of Messages by the Customer Authority shall be no more than one Message a second.

7 Changes to Schedule 6.2 (Change Control Procedure)

- 7.1 The Schedule 6.2 shall be replaced with the following Schedule 6.2:

CALL-OFF TERMS

SCHEDULE 6.2

CHANGE CONTROL PROCEDURE

1. INTRODUCTION

- 1.1 This Schedule and Clause 24.2 set out the procedure for dealing with Service Requests, Operational Changes and Contract Changes. Where the Customer Authority requires a Contractor's Service Catalogue, Contract Changes to the Contractor's Service Catalogue shall be carried out in accordance with Clause 24.2.

- 1.2 Service Requests and Operational Changes shall be processed in accordance with (respectively) Paragraphs ~~999~~ and ~~1010~~ below. If either Party is in doubt about whether a Change falls within the definition of an Operational Change or a Service Request then it shall be processed as a Contract Change.

- 1.3 PSN Changes shall be processed in accordance with Paragraph ~~1111~~ below. If either Party is in doubt about whether a Change falls within the definition of a PSN Change then it shall be referred to the Framework Authority for determination.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 Under this Change Control Procedure:

- 2.1.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph ~~444~~ below;
- 2.1.2 the Contractor shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph ~~555~~ below before the Contract Change can be either approved or implemented;
- 2.1.3 the Customer Authority shall have the right to request amendments to a Change Request and approve or reject it, in the manner set out in Paragraph ~~666~~ below;
- 2.1.4 the Contractor shall have the right to reject a Change Request solely in the manner set out in Paragraph ~~777~~ below;
- 2.1.5 no proposed Contract Change shall be implemented by the Contractor until such time as a Change Authorisation Note has been signed and issued by the Customer Authority in accordance with Paragraph ~~6.26-26.2~~ below; and
- 2.1.6 if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change then it shall be processed in accordance with Paragraph ~~888~~ below.

2.2 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 4.2 (Testing Procedures) and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify a Key Milestone and Key Milestone Date in respect of such Contract Changes for the purposes of such procedures.

2.3 Until such time as a Change Authorisation Note has been signed and issued by the Customer Authority in accordance with Paragraph ~~6.26-26.2~~ below, then:

- 2.3.1 unless the Customer Authority expressly agrees otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
- 2.3.2 any discussions, negotiations or other communications which may take place between the Customer Authority and the Contractor in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.

2.4 Nothing in this Schedule limits the Customer Authority's rights to receive a reduction in the Charges as a result of a Change.

3. COSTS

3.1 Subject to Paragraph ~~3.33-33.3~~ below, each Party shall bear its own costs in relation to the preparation and agreement of each Change Request and the Contractor shall bear all costs in developing Impact Assessments up to three thousand pounds sterling (£3,000) per Impact Assessment. Any costs in developing Impact Assessments which exceed three thousand pounds sterling (£3,000) must be Approved by the Customer Authority and calculated and charged in accordance with the principles (including any day rates) set out in Part A of Schedule 5.1 (Charges and Invoicing) and Appendix 10 of the Call-Off Form. Any costs exceeding three thousand pounds sterling (£3,000) and which are Approved by the Customer Authority shall only be payable by the Customer Authority in the following instances:

3.1.1 the Contract Change does not result in any increase in the Charges or any additional costs being incurred by the Customer Authority; or

3.1.2 the Contract Change being rejected by the Customer Authority.

3.2 All Contract Changes shall be calculated and charged in accordance with the principles (including any day rates) set out in Part A of Schedule 5.1 (Charges and Invoicing) and Appendix 10 of the Call-Off Form.

3.3 If a Change is needed due to any error or Default by the Contractor, the Contractor shall bear both Parties' costs incurred in relation to this Change Control Procedure.

4. CHANGE REQUEST

4.1 Either Party may issue a Change Request to the other Party at any time during the Term. The Change Request shall be substantially in the form of Appendix 1 to this Schedule and must state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

4.2 If the Contractor issued the Change Request, then it shall also provide an Impact Assessment to the Customer Authority as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other period as agreed by the Parties in writing) of the date of issuing the Change Request.

4.3 If the Customer Authority issued the Change Request, then the Contractor shall provide an Impact Assessment to the Customer Authority as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other period as agreed by the Parties in writing) of the date of receiving the Change Request from the Customer Authority provided that if the Contractor requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly notify the Customer Authority in writing and the time period shall be extended by the time taken by the Customer Authority to provide those clarifications. The Customer Authority shall respond to the request for clarifications as soon as is reasonably practicable and the Contractor shall provide the Customer Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

5. IMPACT ASSESSMENT

5.1 Each Impact Assessment shall be completed in good faith and shall include:

- 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;
- 5.1.2 details of the impact of the proposed Contract Change on the Services and the Contractor's ability to meet its other obligations under this Agreement;
- 5.1.3 any variation to the terms of this Agreement that will be required as a result of that impact and including changes to:
 - 5.1.3.1 the Service Requirements, Contractor Service Descriptions and the Service Level Targets;
 - 5.1.3.2 the format of Customer Authority Data;
 - 5.1.3.3 the Milestones, Implementation Plan and any other timetable previously agreed in writing by the Parties;
 - 5.1.3.4 other services provided by third party contractors to the Customer Authority, including any changes required by the proposed Contract Change to the Customer Authority's ICT infrastructure;
- 5.1.4 details of the cost of implementing the proposed Contract Change including any payment profile;
- 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- 5.1.6 a timetable for the implementation, together with a detailed Test Plan for any part of the Change which is technical in nature and any proposals for the acceptance of the Contract Change;
- 5.1.7 a demonstration by the Contractor that the Contract Change provides value for money to the Customer Authority;
- 5.1.8 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;
- 5.1.9 such other information as the Customer Authority may reasonably request in (or in response to) the Change Request;
- 5.1.10 an analysis of the risks arising from the implementation of the Change and a proposal as to pro-active management of the risks identified by both the Customer Authority and the Contractor;

- 5.1.11 a security Impact Level analysis of the proposed Change to ensure that the deployment of the changed Service does not jeopardise the other Services that are delivered to the Customer Authority; and
 - 5.1.12 a consideration of the impact (if any) on the Contract Change of the Employment Regulations and pensions issues.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 32.2.14.
- 5.3 Subject to the provisions of Paragraph ~~5.45.45.4~~ below, the Customer Authority shall review the Impact Assessment and, within fifteen (15) Working Days (or such other period as the Customer Authority determines) of receiving the Impact Assessment, it shall respond to the Contractor in accordance with Paragraph ~~666~~ below.
- 5.4 If the Customer Authority is the Receiving Party and the Customer Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment then, within five (5) Working Days (or such other period as agreed by the Parties in writing) of receiving the Impact Assessment, it shall notify the Contractor in writing of this fact and detail the further information that it requires. The Contractor shall then re-issue the relevant Impact Assessment to the Customer Authority within ten (10) Working Days (or such other period as agreed by the Parties in writing) of receiving such notification. At the Customer Authority's discretion, acting reasonably, the Parties shall repeat the process described in this Paragraph ~~5.45.45.4~~ until the Customer Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 6. CUSTOMER AUTHORITY'S RIGHT OF APPROVAL AND REJECTION
 - 6.1 Within fifteen (15) Working Days (or such other period as agreed by the Parties in writing) of receiving the Impact Assessment from the Contractor or within ten (10) Working Days (or such other period as agreed by the Parties in writing) of receiving the further information that it may request pursuant to Paragraph ~~5.45.45.4~~ above, the Customer Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
 - 6.1.1 Approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph ~~6.26.26.2~~ below;
 - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Contractor in writing of the rejection. The Customer Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Contractor or the Services to comply with any Changes in Law. If the Customer Authority does reject a Contract Change, then it shall explain its reasons in writing to the Contractor as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Contractor to modify the Change Request and/or Impact Assessment in which event the Contractor shall make such modifications within five (5)

Working Days (or such other period as agreed by the Parties in writing) of such request. Subject to Paragraph ~~5.45-45.4~~ above, on receiving the modified Change Request and/or Impact Assessment, the Customer Authority shall approve or reject the proposed Contract Change within ten (10) Working Days (or such other period as agreed by the Parties in writing) of such receipt.

- 6.2 If the Customer Authority Approves the proposed Contract Change pursuant to Paragraph ~~6.16-16.4~~ above and it has not been rejected by the Contractor in accordance with Paragraph ~~7.7~~ below, then the Customer Authority shall inform the Contractor and the Contractor shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Customer Authority for its signature. Following receipt by the Customer Authority of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Contractor. On the Customer Authority's signature, the Change Authorisation Note shall constitute a binding variation to this Agreement provided that the Change Authorisation Note is signed by:

- 6.2.1 the appropriate person(s) specified in Paragraph ~~12.12-12~~ below; and
- 6.2.2 the Customer Authority within ten (10) Working Days (or such other period as agreed by the Parties in writing) of receiving the Contractor's signed copy. If the Customer Authority does not sign the Change Authorisation Note within this time period, then the Contractor shall notify the Customer Authority in writing and if the Customer Authority does not sign the Change Authorisation Note within five (5) Working Days (or such other period as agreed by the Parties in writing) of the date of such notification, then the Contractor may refer the matter to the Expedited Dispute Timetable.

7. CONTRACTOR'S RIGHT OF REJECTION

- 7.1 The Contractor may reject a proposed Contract Change if (and only if) following an Impact Assessment the Contractor reasonably believes that any proposed Contract Change which is requested by the Customer Authority would:
- 7.1.1 materially and adversely affect the risks to the health and safety of any person;
- 7.1.2 require the Services to be performed in a way that infringes any Law or is inconsistent with Good Industry Practice;
- 7.1.3 cause any consent to be revoked (or a new consent required to implement the relevant Change in service to be unobtainable);
- 7.1.4 materially and adversely affect the Contractor's ability to deliver the Services;
- 7.1.5 require the Contractor to implement the Change in Service in an unreasonable period of time;
- 7.1.6 (if implemented) materially and adversely change the nature of the Services (including the risk profile); and/or
- 7.1.7 (to implement) require the Customer Authority to possess legal powers or capacity that it does not have.

- 7.2 If the Contractor rejects a Contract Change (in accordance with Paragraph ~~7.17.17.4~~ above) which is requested by the Customer Authority it shall notify the Customer Authority in writing of its reasons for doing so within five (5) Working Days (or such other period as agreed by the Parties in writing) after the date on which it is obliged to deliver the Impact Assessment in accordance with Paragraph ~~4.34.34.3~~ above.

8. FAST-TRACK CHANGES

- 8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

- 8.2 If the proposed Contract Change is not significant (as determined by the Customer Authority acting reasonably) and both Parties agree in relation to a proposed Contract Change that:

8.2.1 the Contract Change does not involve any alteration to, or deviation from, the contractual principles set out in this Agreement; and

8.2.2 the value of the proposed Contract Change does not exceed ten thousand pounds sterling (£10,000),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs ~~333~~ to ~~777~~ (inclusive) above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days (or such other period as agreed by the Parties in writing), any period of ten (10) Working Days is reduced to two (2) Working Days (or such other period as agreed by the Parties in writing) and any period of five (5) Working Days is reduced to one (1) Working Day (or such other period as agreed by the Parties in writing).

9. SERVICE REQUEST PROCEDURE

- 9.1 The procedure for raising and logging (via the Contractor's Service Desk) Service Requests shall be set out in the Call-Off Operating Manual. As a minimum, the Call-Off Operating Manual must:

9.1.1 have regard for, and not vary, any of the conditions set out in Paragraph ~~9.29.29.2~~ below;

9.1.2 have regard for, and not vary, any Service Level Targets;

9.1.3 contain a process that fully documents the initiation, review, approval and rejection of Service Requests including the individuals authorised by each Party to approve Service Requests. Service Requests may be reviewed by the Services Board in accordance with Paragraph 4.1.7 of Schedule 6.1 (Governance); and

9.1.4 make it clear that only when a Service Request has been approved and signed by the specified authorised individuals of both Parties shall it form part of and be incorporated into this Agreement.

- 9.2 In addition to any conditions set out in the Call-Off Operating Manual, Service Requests may only be used by the Parties where a change:

- 9.2.1 applies Charges already set out in Appendix 10 of the Call-Off Form (or the Contractor's Pricing Catalogue if such is required by the Customer Authority); and
- 9.2.2 does not change any Services or Charges set out in this Agreement; and
- 9.2.3 does not require an Impact Assessment or a Contract Change; and
- 9.2.4 does not breach any EU procurement Laws (including the Regulations).

10. OPERATIONAL CHANGE PROCEDURE

- 10.1 If the Customer Authority decides (in its sole discretion) that the change process set out in the ITIL guidelines shall not be used for Operational Changes and if a Change is agreed by the Parties to be an Operational Change, it shall be implemented by the Contractor in accordance with this Paragraph ~~10.10~~10.10.
- 10.2 Upon either Party making a request for an Operational Change, the Contractor shall submit a written request to the Customer Authority's Change Manager which shall include the following details:
 - 10.2.1 the proposed Operational Change and any impacts thereof; and
 - 10.2.2 the timescale for completion of the Operational Change.
- 10.3 The Customer Authority's Change Manager will approve or reject the proposed Operational Change. Operational Changes may be reviewed by the Services Board in accordance with Paragraph 4.1.7 of Schedule 6.1 (Governance). If the Customer Authority's Change Manager requires further information from the Contractor to enable him/her to decide whether to approve or reject the proposed Operational Change, the Contractor shall promptly provide such information.
- 10.4 If the written request is approved by the Customer Authority's Change Manager, the Contractor shall complete the Operational Change by the timescale specified for completion of the Operational Change in such written request and promptly notify the Customer Authority in writing when the Operational Change is completed.

11. PSN CHANGES

- 11.1 Any PSN Changes shall be agreed in accordance with Part B of Schedule 4 (Framework Agreement Variation Procedure) of the Framework Agreement. The Customer and the Contractor agree to comply with the provisions set out in Part B of Schedule 4 of the Framework Agreement.
- 11.2 Any PSN Changes agreed in accordance with Part B of Schedule 4 (Framework Agreement Variation Procedure) of the Framework Agreement shall be incorporated into a Change Authorisation Note. Accordingly, the Contractor shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Customer Authority for its signature. Following receipt by the Customer Authority of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Contractor. On the Customer Authority's signature, the Change Authorisation Note shall constitute a binding variation to this Agreement provided that the Change Authorisation Note is signed by:

11.2.1 the appropriate person(s) specified in Paragraph ~~1212~~12 below; and

11.2.2 the Customer Authority within ten (10) Working Days (or such other period as agreed by the Parties in writing) of receiving the Contractor's signed copy. If the Customer Authority does not sign the Change Authorisation Note within this time period, then the Contractor shall notify the Customer Authority in writing and if the Customer Authority does not sign the Change Authorisation Note within five (5) Working Days (or such other period as agreed by the Parties in writing) of the date of such notification, then the Contractor may refer the matter to the Expedited Dispute Timetable.

12. CHANGE AUTHORISATION

Any proposed Contract Change processed in accordance with this Schedule shall not be authorised and the Contractor shall not implement any proposed Contract Change until the Change Authorisation Note is signed and executed by the Customer Authority's senior responsible officer (or any other individual authorised and identified from time to time by the Customer Authority) in accordance with the Customer Authority's contract change authorisation and sign off procedure(s), as notified to the Contractor in writing from time to time.

13. COMMUNICATIONS

13.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Customer Authority's Change Manager or the Contractor's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first class post or facsimile. Change Communications shall be deemed to have been received at the following times:

13.1.1 if hand delivered, then at the time of delivery or, if delivered after 16:00 hours, on the next Working Day;

13.1.2 in the case of pre-paid first class post, three (3) Working Days from the date of posting; or

13.1.3 in the case of fax, on the day of transmission if sent before 16:00 hours on any Working Day and otherwise at 09:00 hours on the next Working Day and provided that, at the time of transmission of a fax, an error-free transmission report has been received by the sender.

13.2 In proving service, it shall be sufficient to prove that the envelope containing the Change Communication was addressed to the relevant Party at its address previously notified for the receipt of notices (or as otherwise notified by that Party in writing) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post or that the notice was transmitted by fax to the fax number of the relevant Party at its fax number previously notified for the receipt of notices (or as otherwise notified by that Party in writing).

14. Commissioning of Additional In-Scope Services

14.1 The parties acknowledge that over the life of the contract the Customer Authority may require additional in-scope services, the charges for which would be agreed prior to implementation. The in-scope services are listed at Appendix 4 to this Schedule and in the event the Customer Authority requests a

proposal for the in-scope services, this will not constitute a variation to the intended scope of this Call Off Contract

- 14.2 The Customer Authority may request, at any time, a proposal from the Contractor, either based on pricing already included within the contract (eg Professional Services Rate Card) or new catalogue pricing for the scoping and provision of additional in-scope services.
- 14.3 The Contractor shall, within agreed timescales dependent upon the complexity of the request, raise a quotation, including deliverables, dates, implementation activity, operational costs and performance measures (where appropriate) for consideration by the Customer Authority at no charge to the Customer Authority.
- 14.4 Upon reaching agreement, the Customer Authority shall raise an appropriate Purchase Order and, where applicable, a formal Contract Change in accordance with this Schedule.
- 14.5 The Contractor shall confirm that all work quoted for and provided shall be supplied fully compliant with the Framework Agreement, including, where necessary, the insertion of any product or service as a standard PSN catalogue offering that allows Direct Award by the Customer Authority.
- 14.6 The list of applicable in scope services is included as Appendix 4 to this Schedule.

APPENDIX 1

CHANGE REQUEST FORM

CR NO.:	TITLE:	TYPE OF CHANGE:
PROJECT:	REQUIRED BY DATE:	
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
CONTRACTOR REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

APPENDIX 2

IMPACT ASSESSMENT FORM

CR NO.:	TITLE:	DATE RAISED:
PROJECT:		REQUIRED BY DATE:
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:		
DETAILS OF ANY SERVICE LEVEL TARGETS AFFECTED:		
DETAILS OF ANY OPERATIONAL SERVICE IMPACT:		
DETAILS OF ANY INTERFACES AFFECTED:		
DETAILED RISK ASSESSMENT:		
RECOMMENDATIONS:		

APPENDIX 3

CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE(S): <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT HAS BEEN PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:		
AGREED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF AGREED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF THE CUSTOMER AUTHORITY:	SIGNED ON BEHALF OF THE CONTRACTOR:	
Signature: _____	Signature: _____	
Name: _____	Name: _____	
Position: _____	Position: _____	
Date: _____	Date: _____	

APPENDIX 4

IN-SCOPE SERVICES

Services Available from the Commencement Date:


- Additional volumes of any of the Services;
- Mobility related Professional Services (with agreed Rate Card providing maximum pricing);
- Hardware, including, but not restricted to handsets, accessories, other mobile hand held devices, routers, FEMTO & PICO hardware solutions and other WiFi based hardware solutions;
- Blackberry Managed Services including licencing.

Services Available Upon Request as Catalogue Items or bespoke items:


- Mobility related software licencing;
- Other managed services (inc. MDM);
- Hosted Services.
- Network Data Services
- Tariffs to support the provision of mobile applications, including but not limited to:
 - CSEP
 - Warren Point
 - Cognito
 - PES
 - Field Quality Management
 - Fieldreach
- Location Based Services

SIGNED by or on behalf of the Parties on the date set out above:

For and on behalf of the Customer Authority:

Name and Title	MARTIN CLARKS, EXECUTIVE DIRECTOR
Signature	
Date	1.7.15

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	

■ Adobe Sign Transaction Number: CBJCHPCAABAAAgSnXSUp7D0mrRX/SQeLp36HfKB754n4

person should sign

Signature:

Date:

Signature:

Date:

British Telecommunications plc. Registered Office 81 Newgate Street LONDON EC1A 7AJ
Registered in England No 1800000. VAT registration no 245 7193 48

AX8330 06/10



IMPORTANT INFORMATION

Subject to Survey - your order is subject to survey. If additional work is required, including ducting, poles, excessive construction work, or our engineer has to spend additional time providing the service additional charges may apply (as set out in the applicable terms & conditions and/or BT's Price List at www.bt.com).

Terms & Conditions - all orders are subject to our applicable terms & conditions. These can be found at www.bt.com/terms or any other website we notify to you. Alternatively, in some cases we may refer to specific BT terms & conditions on the order, or attach them to the order. We are happy to provide you with a hard or soft copy of the terms & conditions at your request - please ask your sales representative.

Dates - all dates are estimates unless stated otherwise in the applicable terms & conditions for the service.

Cancellation - if you cancel your contract before equipment has been delivered or the service is operational and we have incurred costs associated with providing you with the Service you will be charged cancellation charges as set out in the applicable terms & conditions and/or BT's Price List.

Minimum Period/Early Termination - if the services you order are subject to a Minimum Period you may have to pay early termination charges if you decide to end your contract within the Minimum Period. These are set out in the applicable terms & conditions and/or BT's Price List.

BT Panel Funding or Leasing - where you apply to a BT panel funder for financial facilities for the items marked with an 'L' overleaf, our Conditions of Supply (where Customer applies to a third party finance house or other third party for financial facilities) will apply. The contract for the provision of the finance facilities will be between you and the BT panel funder.

Telephone Numbers - please note that any telephone numbers that have been discussed with you are subject to change and we make no commitment to make specific numbers available.

Phone Book Entry - where the service includes a telephone number, unless you request otherwise, we will put this number in the appropriate BT Phone Book, together with your details, and make these available from our directory enquiries services and to other companies who provide such services.

Credit Checking and Account Management - when you order goods or services from us we may make enquiries

about you for credit reference purposes. These enquiries include searching your records held by Credit Reference Agencies (CRA) and checking any details held on you by the Interactive Media in Retail Group (IMRG), Security Alert or other Fraud Prevention Agencies (FPAs).

When CRAs receive a search from us they will place a footprint on your credit file that may be seen by other organisations. At all times where your information is disclosed to us we will protect it in accordance with our privacy policy - and keep it secure.

We will carry out checks while assessing your application and will verify your identity. We do this to help protect you from identity theft and fraud, and also to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

If you tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

Information on applications will be sent to CRAs and will be recorded by them. We may also give details of your account and billing information, including how you manage, it to CRAs. We may tell them about payments you make to us, your account balances, and payment defaults. If you do not pay your bills on time, CRAs will record this information and it may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe to them as well as us.

Customer Consent - we'd like to keep you up to date with our products and services. When you sign this order you are agreeing to receive marketing messages from us via electronic means, telephone and direct mail unless you tell us otherwise.

You may choose not to receive marketing information from us at any time. Further details on how to tell us to stop sending you this type of information can be found in our privacy policy at www.bt.com or by contacting your account manager or sales representative.

To find out more: please visit our Privacy Policy and our Price List at www.bt.com

CODES TO USE WHEN COMPLETING THE ORDER FORM (for BT use only)

CC Charge Codes (different items may be billed separately):		SC Supply Codes:	
1- Annual Rental	2- Quarterly rental	T- Telephone Service	X- Sale of Goods
3- Connection	4- Single payment	H - Hire	L- Lease
5- Purchase	6- Visit/Delivery/Inspection charge	M- Maintenance	
7- Maintenance	8- Maintenance outside BT warranty	M1 - Maintenance Mon-Fri 8.00-17.00	
		M2 - Maintenance response within 4 hours Mon-Sat 8.00-17.00	
		M3 - Maintenance 7 day 24 hour service response within 4 hours	

E-signed 2018-07-23 04:29PM GMT+2

@bt.com

BT

account manager

E-signed 2018-07-30 01:45PM GMT+1

@london.gov.uk

Business Consultant

during BT warranty		
9- Installation		P- Private Service - if you are requesting Private Service(s), a Private Services Customer Requirement form must be completed but does not form part of this contract.

Signature: [Redacted] [Jul 23, 2018]
 Email: [Redacted]@bt.com
 Title: account manager

Signature: [Redacted] [Jul 30, 2018]
 Email: [Redacted]@london.gov.uk
 Title: Business Consultant

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