

**FRAMEWORK AGREEMENT**

**SCHEDULE 18**

**CALL-OFF FORM**



CALL-OFF FORM

Subject to contract

CALL-OFF FORM TO ENTER INTO A CALL-OFF CONTRACT UNDER THE PSN  
CONNECTIVITY FRAMEWORK AGREEMENT (reference RM860)

14<sup>th</sup> April 2014 Reference number RM860

- (1) Her Majesty's Treasury whose principal place of business is at 1 Horse Guards Road, London, SW1A 2HQ (the "Customer Authority"); and
- (2) LEVEL 3 COMMUNICATIONS UK LIMITED Company Number: 02495998 whose registered address is at 7<sup>th</sup> Floor, 10 Fleet Place, London EC4M 7RB (the "Contractor").

The Customer Authority re-opened competition under the Framework Agreement on 18.12.13 and selected the Contractor to provide the Services on 28<sup>th</sup> February 2014

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 2.1 below.
- 1.2 The Initial Term shall be Three (3) years, with the option to extend +1 +1 years and the Commencement Date shall be 14<sup>th</sup> April 2014
- 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; and

2.3.2 the Indirect Customers set out in Appendix 1 to this Call-Off Form

**3 CALL-OFF COOPERATION AGREEMENT - NOT USED**

Not Applicable

**4 CODE OF CONNECTION AND PSN COMPLIANCE CERTIFICATE**

4.1 As required under Clause 7.1 of the Framework Agreement, the Framework Authority approved the Customer Authority's connection to the Services by issuing a PSN Compliance Certificate dated 26/04/2013

As required under the Code of Connection which the Customer Authority entered into on 26/04/2013 and without prejudice to the Contractor's obligation under Clause 38.7.4 of the Call-Off Terms, the Contractor shall perform the necessary obligations to support the Code of Connection:

**5 GUARANTEE**

Not applicable

**6 GOVERNING LAW AND JURISDICTION**

not used

APPENDIX 1

INDIRECT CUSTOMERS

NONE



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
<p>Head of Service Delivery</p> <p>1 Horse Guards Road, London, SW1A 2HQ</p> <p>hmtreasury.gsi.gov.uk</p>	<ul style="list-style-type: none"> <li>As set out in Clauses 7.3 and 32.2.12 the Call-Off Terms.</li> <li>As set out in Schedules 2.1 (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.</li> <li>As set out in Schedule 9 (Standards) of the Framework Agreement.</li> </ul>

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

Name	Responsibilities/Authorities Contractor Authority	Key Role Minimum Period
	<ul style="list-style-type: none"> <li>As set out in Schedule 2.1 (Performance Monitoring) of the Call – Off Terms.</li> <li>Other</li> </ul>	<p>Account Director Level 3 – Contract term 3 years</p> <p>Sales Director Government Level 3 – Contract Term 3 years</p>

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 Role Minimum Period
[REDACTED]	Service Manager	<ul style="list-style-type: none"> <li>Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure)) of the Call Off Terms</li> </ul>	<p>Vice President Service Operations Level 3 – Contract Term 3 Years</p> <p>Client Services Manager Level 3 – Contract Term 3 years</p>

2 OTHER CUSTOMER AUTHORITY PERSONNEL

Name	Role	Responsibilities/Authorities
<p>[REDACTED]</p> <p>1 Horse Guards Road, London, SW1A 2HQ</p> <p>[REDACTED]@hmtreasury.gsi.gov.uk</p>	Service Manager	<ul style="list-style-type: none"> <li>Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure)) of the Call Off Terms</li> </ul>
<p>[REDACTED]</p> <p>1 Horse Guards Road, London, SW1A 2HQ</p> <p>[REDACTED]@hmtreasury.gsi.gov.uk</p>	Customer Authority PSN Connectivity Contract Manager	<ul style="list-style-type: none"> <li>Approval of changes to the Contractor's Call Off Service Catalogue in accordance with Clause 24.2 of the Call-Off Terms</li> </ul>
<p>[REDACTED]</p> <p>1 Horse Guards Road, London, SW1A 2HQ</p> <p>[REDACTED]@hmtreasury.gsi.gov.uk</p>	Customer Authority's Change Manager	<ul style="list-style-type: none"> <li>Approval of Operational Changes and receipt of Change Communications in accordance with Schedule 6.2 (Change Control Procedure) of the Call Off Terms</li> </ul>

**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 11 (Key Personnel and Approved Sub-contractors) of the Framework Agreement and/or add any more 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:

Approved Sub-contractor Name, Address (including registered office) and Registered Number	Related Product/Service Description	Role in delivery of the Services
NONE		

**4 COMMERCIALY 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
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	Confidentiality
<p>Information connected to, directly or indirectly, and the breakdown of, pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to Level 3 and its sub-contractors and suppliers provided by Level 3 as part of its response(s) to: (a) any Pre-Qualification Questionnaire and/or to any Invitation To Tender for services under and pursuant to the PSN Connectivity Framework; and/or (b) in connection with the PSN Connectivity Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder by individual UK Government departments, bodies or agencies and other UK Public Sector organisations, and on an on-going basis.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of any relevant agreement or call off contract.</p>
<p>Information provided by Level 3 as part of its response(s): (a) to any Pre-Qualification Questionnaire and/or to any Invitation To Tender for services under and pursuant to the PSN Connectivity Framework; and/or (b) in connection with the PSN Connectivity Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder as to how any payments due to Level 3 on the termination of the whole or any part of services delivered or to be delivered under and pursuant to the PSN Connectivity Framework are, or will be, calculated, and on an on-going basis. However, this excludes the actual amounts of such payments.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of any relevant agreement or call off contract.</p>
<p>Any financial data and information relating to Level 3's business as a whole, or relating to the financial standing of Level 3 (including, without limitation, any Level 3 financial data and information relating to UK Government provisions or requirements for dealing with a contractor's financial distress) provided by Level 3 as part of its response(s) to: (a) any Pre-Qualification Questionnaire and/or to any Invitation To Tender for services under and pursuant to the PSN Connectivity Framework; and/or (b) in connection with the PSN Connectivity Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder by individual UK Government departments, bodies or agencies and other UK Public Sector organisations, and on an on-going basis.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of any relevant agreement or call off contract.</p>
<p>Information relating to the cover and amounts of Level 3's insurances and any information proprietary to Level 3 or its insurers connected with any such insurances provided by Level 3</p>	<p>7 years from the expiration or earlier termination</p>



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<p>Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder by individual UK Government departments, bodies or agencies and other UK Public Sector organisations as to Level 3's and/or its sub-contractors' and/or suppliers' design documents and any notes or minutes of technical design meetings held in relation to the aforementioned, and on an on-going basis. Specifically excluding those documents explicitly set out therein as being deliverables to the UK Government Procurement Service.</p>	<p>No end date.</p>
<p>Information provided by Level 3 as part of its response(s): (a) to any Pre-Qualification Questionnaire and/or to any Invitation To Tender for services under and pursuant to the PSN Connectivity Framework; and/or (b) in connection with the PSN Connectivity Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder by individual UK Government departments, bodies or agencies and other UK Public Sector organisations as to Level 3's technical capability for providing multiple VRFs over a single pipe. As a major supplier to UK Central Government, Level 3's strategy to secure business in this environment is intrinsic to its success against Level 3's competitors. Level 3 regards this as a fundamental tenet of its success and therefore something Level 3 wishes to safeguard for commercially sensitive reasons.</p>	<p>No end date.</p>
<p>Information provided by Level 3 as part of its response(s): (a) to any Pre-Qualification Questionnaire and/or to any Invitation To Tender for services under and pursuant to the PSN Connectivity Framework; and/or (b) in connection with the PSN Connectivity Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder by individual UK Government departments, bodies or agencies and other UK Public Sector organisations as to use of Level 3's IL3 "red" network backbone as an intrinsic element of any solution. As a major supplier to UK Central Government, Level 3's strategy to secure business in this environment is intrinsic to its success against Level 3's competitors. Level 3 regards this as a fundamental tenet of its success and therefore something Level 3 wishes to safeguard for commercially sensitive reasons.</p>	<p>7 years from the</p>

<p>any Pre-Qualification Questionnaire and/or to any Invitation To Tender for services under and pursuant to the PSN Connectivity Framework; and/or (b) in connection with the PSN Connectivity Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder by individual UK Government departments, bodies or agencies and other UK Public Sector organisations as to Level 3's PSN strategy, including Level 3's involvement with building the Government Conveyance Network (GCN). As a major supplier to UK Central Government, Level 3's strategy to secure business in this environment is intrinsic to its success against Level 3's competitors. Level 3 regards this as a fundamental tenet of its success and therefore something Level 3 wishes to safeguard for commercially sensitive reasons.</p>	<p>expiration or earlier termination (howsoever occasioned) of any relevant agreement or call off contract</p>
<p>Information provided by Level 3 as part of its response(s): (a) to any Pre-Qualification Questionnaire and/or to any Invitation To Tender for services under and pursuant to the PSN Connectivity Framework; and/or (b) in connection with the PSN Connectivity Framework Agreement and Call Off Terms (either or both as may be amended from time to time) and associated Call Off contracts procured thereunder by individual UK Government departments, bodies or agencies and other UK Public Sector organisations as to the existence and location of Level 3's List X facility.</p>	<p>No end date</p>

**5 SERVICE LEVELS, PERFORMANCE MONITORING AND WARNING NOTICES**

**5.1** For the purposes of Clause 10.5.1 of the Call-Off Terms, the aggregate number of Service Failures (whether the Service Failure relates to the same or to different parts of the Services) The standard provisions in the PSN Connectivity Call Off Terms relating to the aggregate number of Service Failures and number of events giving rise to Service Credits and/or Delay Payments are applicable

**5.2** For the purposes of Clause 10.8.3 of the Call-Off Terms, the aggregate number of Service Failures in any three (3) month period shall be the standard [REDACTED]

provisions in the PSN Connectivity Call Off Terms relating to the aggregate number of Service Failures and number of events giving rise to Service Credits and/or Delay Payments

- 5.3 For the purposes of Clause 10.8.4 of the Call-Off Terms, the aggregate number of events giving rise to Service Credits and/or Delay Payments shall be the standard provisions in the PSN Connectivity Call Off Terms relating to the aggregate number of Service Failures and number of events giving rise to Service Credits and/or Delay Payments

For the avoidance of doubt invoicing will be monthly in arrears

6 LIMITATIONS ON LIABILITY

N/A (default used)

7 STEP IN

The percentage referred to in Clause 49.1.5 of the Call-Off Terms for shall be ■ % of the Charges payable over that period for such Bespoke Service.

8 INDIRECT CUSTOMERS

In accordance with Clause 52.4 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

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**9. CUSTOMER AUTHORITY AGENT(S)**

In accordance with Clause 1.7 of the Call-Off Terms, the following agent or agents of the Customer Authority (including, if applicable, a service/system integrator) have been appointed to act in pursuance of any of the Customer Authority's rights or to perform any of the Customer Authority's obligations or functions under this Call-Off Contract

Tower 1 to be included as an agent via change control; once the Supplier is appointed

**10. NOTICES**

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

**Customer Authority: HM Treasury 1 Horse Guards Road, London, SW1A 2HQ**

**Contractor: [REDACTED] head of Government Sales, Level 3 Communications UK  
Ltd, 7<sup>th</sup> Floor, 10 Fleet Place, London, EC4M 7RB.**

APPENDIX 3

SERVICE REQUIREMENTS, CONTRACTOR SERVICE DESCRIPTIONS AND CUSTOMER  
AUTHORITY RESPONSIBILITIES

[Please see Schedule 2 (Service Requirements and Contractor Service Descriptions) of the Framework Agreement. The Customer Authority is to list:

- in Part A of this Appendix, which Service Requirements from Part A of Schedule 2 are being provided under this Call-Off Contract, including any relevant quantities, Service Attributes, the Customer Authority Sites and Contractor Equipment. The relevant elements of the Contractor Service Descriptions and Contractor Solution (along with specific Customer Authority Responsibilities) must then be included within Part B of this Appendix, with any necessary amendments;
- in Part A of this Appendix, any extra requirements specific to this Call-Off Contract (i.e. Bespoke Services which have not been included in Part A of Schedule 2). The corresponding Contractor Service Description (along with specific Customer Authority Responsibilities) must be specified in Part B of this Appendix; and]
- in Part B of this Appendix, any changes or additions required to the Contractor Service Descriptions specified in Part B of Schedule 2 in respect of the required Services specified above and Customer Authority Responsibilities in accordance with Paragraph 3 of Schedule 3 of the Call-Off Terms.]

PART A: SERVICE REQUIREMENTS

SCOPE OF REQUIREMENT

- The Supplier of PSN services must deliver the following:
- WAN Connectivity: All Authority Phase 1 premises will be connected to the PSN in the initial delivery. The capability to scale the services to support transition requirements and any future expansion of the Authority's customer base at these and other sites (Phase 2 premises see Annex A must be accommodated. All premises must have the capability to directly route to other gateway and PSN Services located across the PSN, with no single points of failure.

- **IL3 Overlay:** ICT2015 services will operate up to Official-Sensitive. BIL 3-3-4 (IL3) services will be required to deliver comparable assurance. IL3 overlay services must be fully integrated with the PSN IPED to enable connectivity to other PSN Service Provider services at the same level of assurance where required. Services should be subject to PGA accreditation.
- **GCF/GSI:** Gateway services will be provided to enable continued operational access to any GSI services required by the Authority. This will primarily be for IL3 mail relay services (an existing GCF contract vehicle will maintain these services).
- **Internet Gateway Services:** To support desktop browsing services from ICT2015 connected end user devices. This should support browse down capability from BIL 3-3-4. Filling and policy management services (e.g. whitelisting) must be fully configurable and manageable by the Authority or its agents. The Tower 1 Supplier will manage this service on behalf of the Authority.
- **PSN Services:** Gateway services to other PSN Services (Intra and Inter DNSP/PSNSP) must be accessible from ICT2015 end user devices and Infrastructure hosting services. This must support the capability to browse down from BIL 3-3-4 to BIL 2-2-4.
- **Operational and Service Management:** The Potential Provider must collaborate with other ICT2015 suppliers, and any other suppliers as may be engaged to deliver Authority services (e.g. GCloud supplier services operating across PSN or via GSI or Internet Gateway services). The Supplier will recognise the agent status of the Tower 1 supplier, when selected, and work to integrate their services with the ICT2015 operational model.
- **Enhanced Service Management Tool**

Annex A refers

**PART B: CONTRACTOR SERVICE DESCRIPTIONS AND CUSTOMER AUTHORITY RESPONSIBILITIES**

In line with Level 3 tender response the following services will be delivered.

**CUSTOMER PORTAL AND PERFORMANCE MONITORING SERVICES**

**TRANSITION SERVICES**

**SERVICE INTEGRATION**

**CONNECTIVITY SERVICE**

**ENCRYPTION SERVICE**

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**Appendix C – Terms and Conditions (call off order form)**

**Annex B** refers

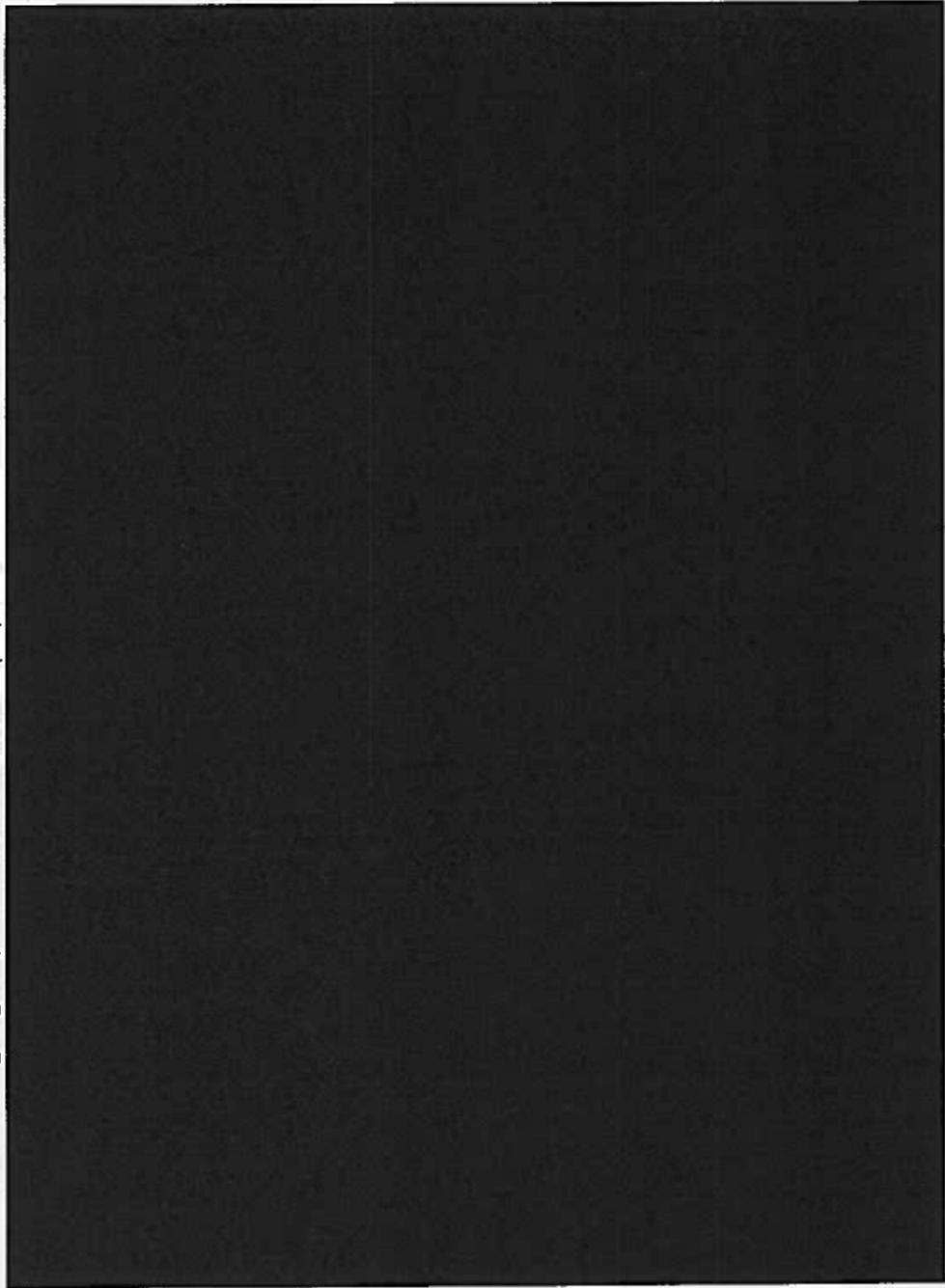
**Solution Overview**

The proposed solution for HM Treasury meets all of the stipulated requirements. The network is also built on an MPLS, QoS enabled core, to ensure support for future applications such as voice and video.

From the Level 3 PSN network, HM Treasury can access a number of additional networks and services including:

- Public Services Network Service Providers (PSN-SP's)
  - G-Cloud Services
- Government Secure Internet (GSI)\*
- PSTN (via SIP)

The following diagram provides an overview of the proposed solution.



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**Appendix C – Terms and Conditions (call off order form)**

The HM Treasury WAN is a PSN compliant MPLS IPVPN supported by PEPAS approved routers. An encryption overlay, in adherence with PSN guidance, will be configured to provide the necessary security for the network which will be fit to support OFFICIAL-Sensitive data.

Resilient Fully Diverse solutions have been depicted for two locations, Horseguards and Eastcheap Court. Horseguards will be connected by 2 x 1GIGE circuits shaped to 100Mbps and Eastcheap Court will be connected with 2 x 100Mbps Fast Ethernet circuits shaped to 20Mbps. BGP will be configured as the dynamic routing and failover protocol on the core nodes with HSRP being deployed to support continuity of service in the event of managed router failure. Each CPE router will connect via a separate access circuit across diverse fibre optic paths back to geographically separate Points of Presence (PoP's) within the Level 3 PSN core.

Rosebery Court will be serviced with a single 100Mbps circuit shaped to 10Mbps. There is no back up circuit for this site. In the event of circuit or hardware failover the site will be down.

The 'shaped' services requested are fully scalable up to the bearer maximum capacity without the need for any infrastructure upgrade".

Changes to the bandwidth threshold have an impact on billing for which there is a lead time to ensure the billing is aligned.

The maximum lead time to implement changes is ten (10) working days. This can often be improved upon further with an internal escalation request through the Account Director or Service Delivery Manager

Level 3 are familiar with the new Government Security Classification Policy effective from 2<sup>nd</sup> April 2014. References below to IL2 and IL3 are used to be consistent with the terminology used in the tender documentation.

The GCF (previously GSI) network depicted in the solution overview is run by Vodafone and is connected to the PSN environment thereby making GCF services available over the PSN / GCN Infrastructure. Level 3 will provide connectivity to GCF services by connecting the HM Treasury network to Level 3's GCN. This will offer secure connectivity across the GCN to Vodafone's GCF service making use of the PSN IPED service. As part of the IPED service, Level 3 will adopt interim-PRIME encryption in line with PSN guidelines for networks transporting up to 'OFFICIAL-Sensitive' information. This is a CESG approved encryption overlay method as an interim solution in the absence of the IPED between all parties being fully accredited.

Level 3 is deploying IPED / PKI during 2014 in line with Cabinet Office timelines as per the attached plan in Annex G

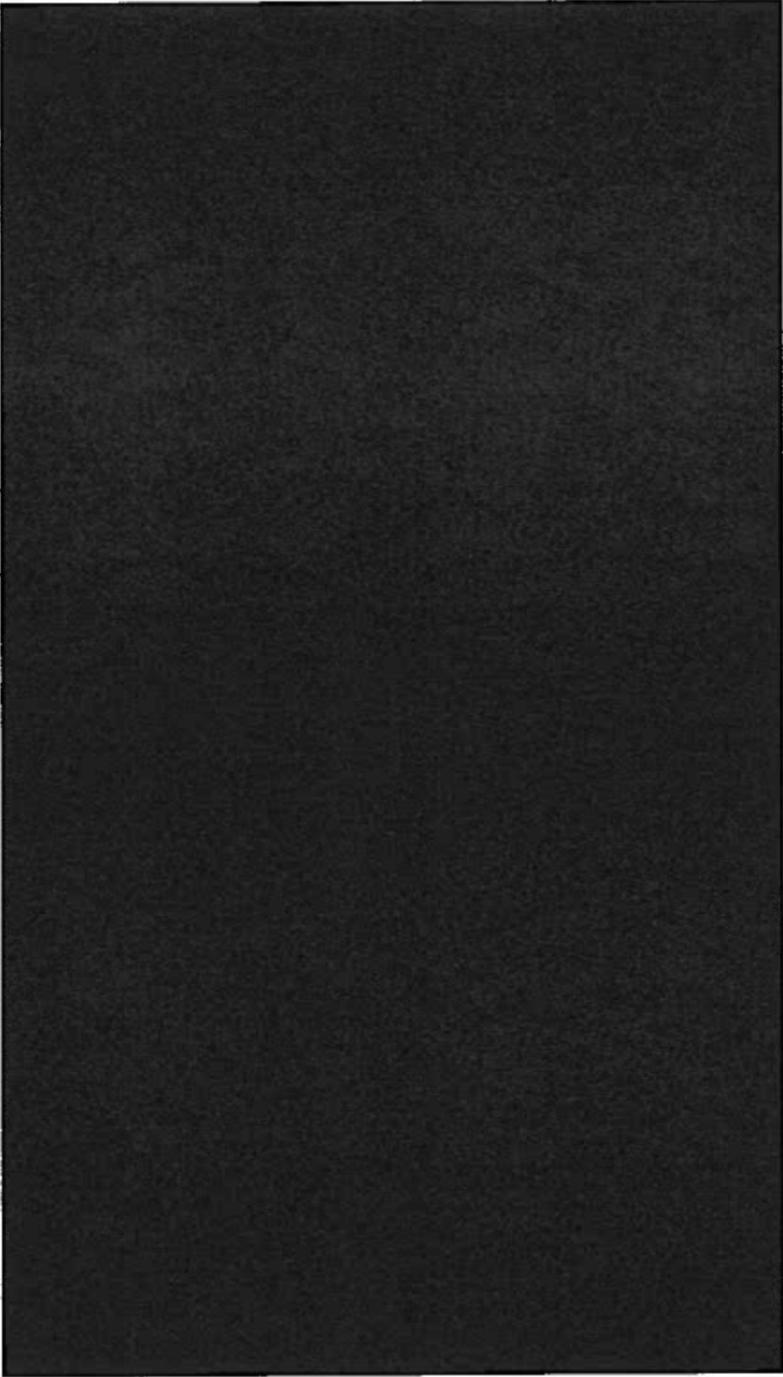
\*NOTE: The GSI itself is a PSN Service offered by Vodafone, and therefore HM Treasury will require a separate contract with Vodafone for the provision of the service. The 'connectivity' to the GSI will be provided by Level 3 over the proposed PSN solution.

**1 Inter-Provider Encryption Domain**

The IPED facilitates connectivity between the Encryption Domains (ED) of different DNSPs. Different providers might use different standards to form an ED. The IPED defines common connectivity standards between these EDs.

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The IPED is a redundant full mesh of static route-based IPsec tunnels between all participants. Each participating party connects with at least two sets of infrastructure. Each infrastructure set will have one static route-based IPsec tunnel with the two infrastructure sets of all other participants. This design will provide a high availability solution located in geographically diverse data centres. The principle setup of the IPED taken from Cabinet Office's PSN Technical Domain Description is presented below.

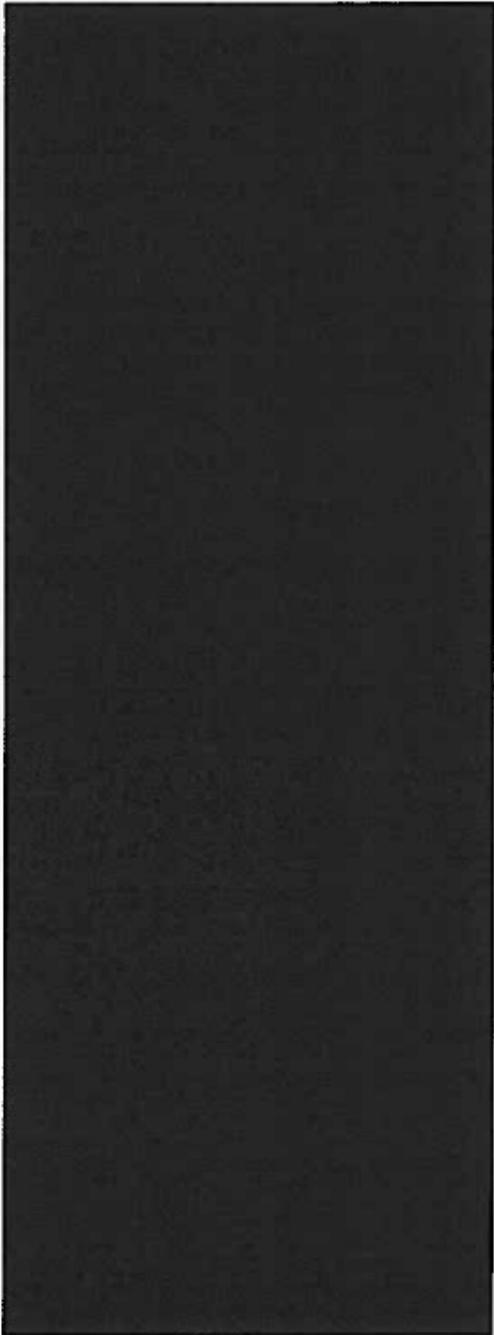


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**2 Highly Availability Internet Break-out and Browse-down Gateway Service**

The architecture below reflects a solution that meets the requirements as confirmed by the Authority. It is assumed this approach is/will be approved by the Authority's SIRO. The solution is based on Level 3's deployment of a PSN connected WAN built as a Single VRF with IP Sec overlay for secure OFFICIAL-Sensitive traffic.

In the event that a previously deemed 'IL3' source address wants to browse down to an IL2 domain the traffic would be directed to a managed gateway/firewall in Level 3's core network where the IL3 network can break out and down to an IL2 domain.

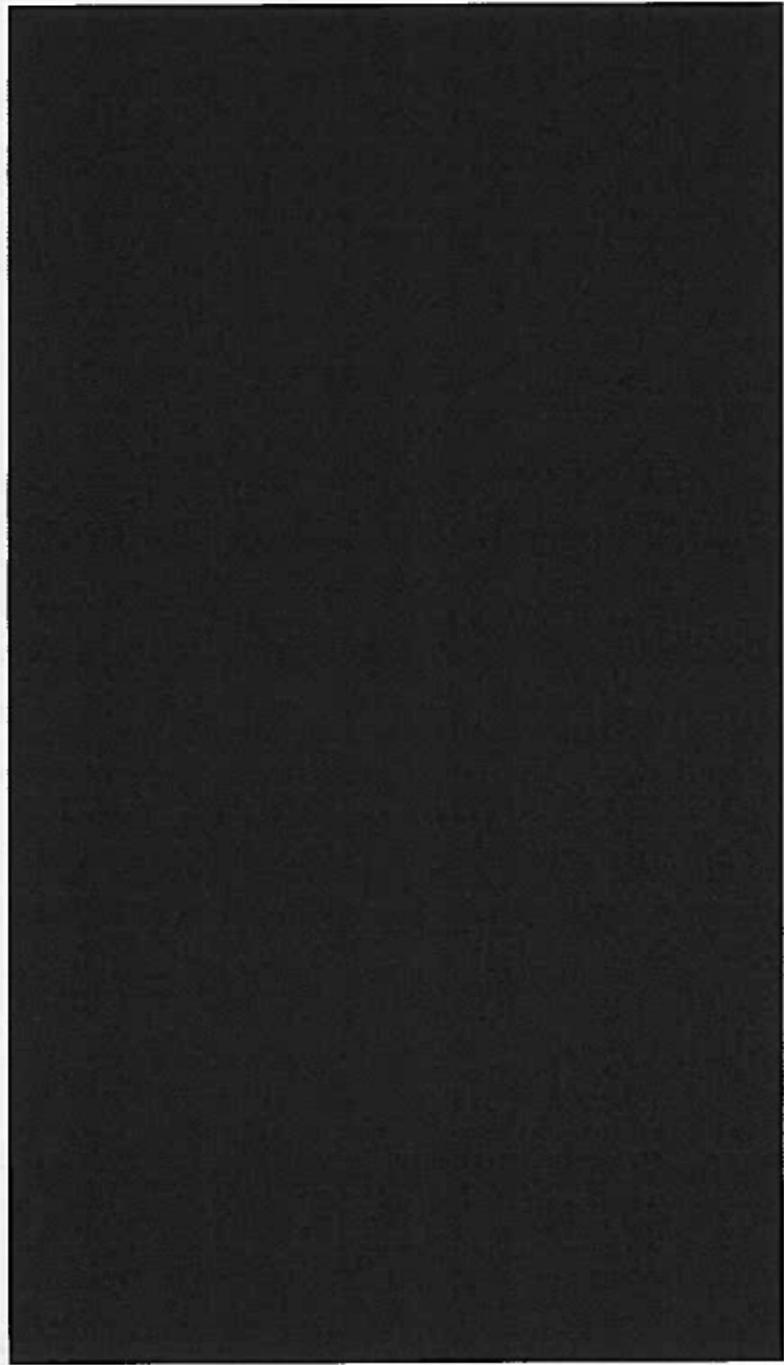


*Single VRF with Gateway/firewall to consume IL2 traffic and accommodate 'browse-down' firewall capability using single vrf to customer sites utilizing single LAN interface.  
GCN is a single VPN utilizing IP Sec overlay for IL3 traffic. Boundary devices between GCN and DNSP not fully shown to simplify diagram*



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The following diagram depicts the hardware deployment and configuration required to support a resilient internet and browse down Gateway Service for HM Treasury.



APPENDIX 4

SERVICE LEVELS AND RELATED REMEDIES

The provisions of Schedule 2.3 to the Call Off terms shall apply to this Call-Off Contract unless otherwise specified here:

**1 MEASUREMENT PERIOD AND SERVICE HOURS**

1.1. The measurement period that will apply shall be one (1) calendar month.

1.2. The Customer hours of service are defined as:

Definition	Hours
Standard Working Hours	08.00 – 18.00 Mon-Fri (excluding UK bank holidays)
Working Hours	07.00 – 20.00 Mon-Fri (excluding UK bank holidays)
Core Hours	07.00 – 23.00 Mon-Sun (excluding UK bank holidays)
Extended Hours	24 hours a day 7 days a week 365 days a year

**2 CRITICAL SERVICES DEFINITIONS**

2.1 The critical services of the Customer are:

2.1.1 Logging into the ICT2015 services.

2.1.2 Sending and Receiving email.

2.1.3 Access and use of the office productivity suite.

2.1.4 Access to and use of network hosted storage

2.1.5 Access to Intranet and Internet

### 3 REPORTING

- 3.1 Reports to be provided in the agreed format within 5 working days of the end of the period to which it relates.
- 3.2 The Supplier shall ensure that ad-hoc information requests that it receives from the Authority to assist the Authority with responding to a parliamentary question or other ministerial request shall be fulfilled within 4 Working Hours of receipt of such ad-hoc information request by the Authority's Central Service Desk.
- 3.3 The Supplier shall ensure that ad-hoc information requests that it receives from the Authority to assist the Authority with responding to a freedom of information request shall be fulfilled within 2 Working Days (Working Hours) of receipt of the request by the Authority's Central Service Desk.
- 3.4 The Supplier shall ensure that ad-hoc information requests it receives from the Authority (i.e. other than for parliamentary questions and freedom of information requests) shall be fulfilled within 4 Working Days (Core Hours) of receipt of such information request by the Authority's Central Service Desk.

**4 INCIDENT MANAGEMENT AND RESPONSE**

- 4.1 Service Desk availability to receive and log calls shall be 99.5% (extended hours).
- 4.2 Call rejection for calls that are not the responsibility of the Supplier shall be rejected and returned to the central service desk within 15 minutes of receipt.
- 4.3 The Supplier shall ensure that 98% of Priority Level 1 Calls will be resolved within 2 Extended Hours, and 100% of Priority Level 1 Calls will be resolved within 4 Extended Hours.
- 4.4 The Supplier shall ensure that 98% of Priority Level 2 Calls will be resolved within 4 Core Hours, and 100% of Priority Level 1 Calls will be resolved within 6 Core Hours.
- 4.5 The Supplier shall ensure that Major Incident reviews are conducted and the Major Incident report sent to the Authority within 10 Working Days (Core Hours) of the Major Incident being reported to the Central Service Desk.

APPENDIX 5

STANDARDS

1 ADDITIONAL STANDARDS

In addition to the Standards set out in Schedule 9 (Standards) of the Framework Agreement, the Contractor shall also comply with the following further Standards:

NONE

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Appendix C - Terms and Conditions (call off order form)

APPENDIX 6

SECURITY PLAN

Annex C refers.



APPENDIX 7

CUSTOMER AUTHORITY EQUIPMENT AND EXCLUSIVE EQUIPMENT

1 CUSTOMER AUTHORITY EQUIPMENT

In accordance with Clause 14.4 of the Call-Off Terms, the Contractor shall take ownership of the following Customer Authority Equipment:

Customer Authority Equipment	Ownership to transfer to Contractor (Yes/No)	Price (£)
None to apply	None	None

2 EXCLUSIVE EQUIPMENT

The following Equipment shall be Exclusive Equipment for the purposes of this Call-Off Contract:

Customer Authority Equipment	Contractor Equipment
None	None

3 ENCUMBRANCES

3.1 In accordance with Clause 14.8 of the Call-Off Terms and subject to Paragraph 3.2 below, the following Equipment is subject to encumbrances (such encumbrances being discharged upon payment by the Customer Authority of the amounts set out in below): [Parties to complete]

Equipment (excluding Customer Authority Equipment)	Encumbrance/Encumbrancer	Discharge prices (£) and applicable time periods (as per paragraphs 9.3 and 9.4 of Schedule 6.4 (Exit Management) of the Call-Off Terms)
None	None	None

3.2 There shall be no encumbrances of Exclusive Assets except where agreed by the Parties and set out in the table in Paragraph 20.1 above.

**APPENDIX 8**

**OUTLINE IMPLEMENTATION PLAN**

In accordance with Paragraph 2 of Schedule 4.1 (Implementation Plan) of the Call-Off Terms, the following Outline Implementation Plan is agreed by the Parties and should include (but not necessarily be limited to) the following (to the extent such are required by the Customer Authority) : A finalised Implementation plan will be provided within 30 days of the Effective date

Milestone (Indicate if Key Milestone/ relevant to a Gateway review)	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days/ Months)	Milestone Date	Dependencies	Customer Authority Responsibilities (if applicable)	Link to ATP/ CPP
	Effective Date					
	Contract signed		Effective Date	-	Contact award	
	Initiation (PID Issued) Customer Circuit Order Requirement Confirmed Due Diligence Completed.		18 <sup>th</sup> April 2014	Tower One Contract Award Confirmed.	Customer Authority to Proceed received by 17 <sup>th</sup> March. The dates in the table were provided based on receipt of formal Customer Authority to Proceed received by 17th March. . Placement of required orders.	
	Order Validation – High Level Design Issued High Level Design		25 <sup>th</sup> April 2014	Project Initiation Customer Orders Received by Level 3	Review and Acceptance of the HLD	

Milestone (indicate if Key Milestone/ associated tasks) Deliverables (and Duration (Working Days/ Months)	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Milestone Date	Dependencies	Customer Authority Responsibilities (if applicable)	Link to ATP/ CPP
Accepted by the Authority	All Orders Raised /Placed with suppliers	12 <sup>th</sup> May 2014	HLD Acceptance	-	
Confirmation of receipt from suppliers) confirmed	Detailed Design Completed and Accepted Implementation Plan Finalised and Agreed	30 <sup>th</sup> May 2014	Tower Contract Awards Programme Governance, Controls and Communications installed	Access to the respective Tower providers to enable review, agreement and acceptance of the Detailed Design.	
Circuit Delivery - Level 3 Completed Take on to Stage 1 - Routers installed and Tested	On an exception basis, sign off for any excess charges identified during sites surveys and Site Accesses.	27 <sup>th</sup> June 2014	Suitable Comms Room Location and Rack Space		
Connection to the Authority WAN completed (Phase 1 Sites) Stage 2's handed over to Live Service Gateway Services Delivered Failover Testing Completed	High Level Design Detailed Design Acceptance Tests Defined	11 July 2014		Access to the respective Tower Providers to enable review, agreement, acceptance and execution of required Acceptance Tests Sites Accesses. Review and confirmation of Services being Accepted into Live Service.	

  
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Milestone (indicate if Key Milestone/ relevant to a Gateway review)	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days/ Months)	Milestone Date	Dependencies	Customer Authority Responsibilities (if applicable)	Link to ATP/ CPP
	Security/ Encryption Services Completed.					
	Draft pro forma invoice (Schedule 5.1 (Invoicing))	Ten (10) Working Days after the Effective Date		Agreed Call Off Forms containing products; locations, contract term etc		
	Security Plan to be developed (Schedule 2.2 (Security Requirements and Plan))	Fifteen (15) Working Days after the Effective Date		Agreed Security Aspects Letter; Customer Authority Security risk appetite and Risk Tolerance statement	Supply copy of Agreed Security Aspects Letter; Customer Authority Security risk appetite and Risk Tolerance statement and any associated documents referred to therein to which we have to comply	Y/ N
	Test Strategy developed (Paragraph 4.1 of Schedule 4.2 (Testing Procedures))	Twenty (20) Working Days after the Effective Date		Agreed locations and access methods; agreed access circuit capacities.		
	Draft Call-Off Operating Manual (Clause 9.14 of Call-Off Terms)	Twenty (20) Working Days after the Effective Date		Agreed interfaces for all service processes.  CIG Dependencies would be: once authority given by the end user (HMT) to share this information	Provide interface contact details	

Milestone (indicate if Key Milestone/ relevant to a Gateway review)	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days/ Months)	Milestone Date	Dependencies	Customer Authority Responsibilities (if applicable)	Link to ATP/ CPP
				<ul style="list-style-type: none"> <li>All parties customer and SIAM to be issued the CIG</li> <li>All parties to provide their contact details for engagement</li> <li>All parties to provide their contact details for points of escalation</li> <li>All parties to provide their contact details for change management items</li> <li>CIG to include TOWER 1 details and support model/framework</li> <li>CIG to include all inventory and services and products</li> <li>CIG to be managed and updated by the Level 3 CSM [attached separately]</li> </ul>		Y / Y
Information Standards – systems and procedures to ensure for areas of control (Schedule 9 (Standards) of the Framework Agreement)	Information Standards – systems and procedures to ensure for areas of control (Schedule 9 (Standards) of the Framework Agreement)	Twenty (20) Working Days after the Effective Date		Up to date systems and process documentation covering the scope of the services being supported		
Version Control – procedures to control correct release or version	Version Control – procedures to control correct release or version	Twenty (20) Working Days after		Up to date version control procedures		

[REDACTED]

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	of Deliverables (Schedule 9 (Standards) of the Framework Agreement)	the Effective Date				
	Draft Detailed Implementation Plan (Clause 3.2 of Call-Off Terms)	One (1) month after the Effective Date		Project Start Up and Initiation activities completed. PID approved.		
	Test Plans developed (Paragraph 5.1 of Schedule 4.2 (Testing Procedures))	Thirty (30) Working Days after the Effective Date		Agreed Test Strategy – attached Test Plan: will work with all parties to build UAT; this is a guide. See attached Test Plan document too.		
	Test Specification developed (Paragraph 7.1 of Schedule 4.2 (Testing Procedures))	Ten (10) Working Days prior to start of Testing		Agreed Test Plans		
	Testing (including Fail Date)			Agreed Test Plans and Test Specs. Availability of Test Witnesses		
	Contractor to initiate a project with the aim of achieving ISO20000 (IT Service Management) certification (Schedule 9 (Standards) of the Framework Agreement)	Three (3) months after the Effective Date	Eighteen (18) months after the Effective Date	Agreed PID. Agreed scope of services as covered in the Call Off Contract.	None	N/ Y

Milestone (indicate if Key Milestone/ Deliverables (and associated tasks) relevant to a Gateway review)	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Exit Plan & Appointment of Exit Manager (Schedule 6.4 (Exit Management))	BCDR Plan (Schedule 6.5 (Business Continuity and Disaster Recovery Provisions))	Quality Plans to be developed (Schedule 9 (Standards) of the Framework Agreement)	Operational Service Commencement Date(s)	Contract Performance Point(s)	Independent certification of the ISMS to ISO/IEC 27001 (Schedule 2.2 (Security Requirements and Plan))	Duration (Working Days/ Months)	Milestone Date	Dependencies	Customer Authority Responsibilities (if applicable)	Link to ATP/ CPP
		Exit Plan & Appointment of Exit Manager (Schedule 6.4 (Exit Management))	BCDR Plan (Schedule 6.5 (Business Continuity and Disaster Recovery Provisions))	Quality Plans to be developed (Schedule 9 (Standards) of the Framework Agreement)	Operational Service Commencement Date(s)	Contract Performance Point(s)	Independent certification of the ISMS to ISO/IEC 27001 (Schedule 2.2 (Security Requirements and Plan))	Three (3) months after the Effective Date		Exit Manager (s) appointed. Exit Plan produced covering both Ordinary Exit and Emergency Exit.		
				Quality Plans to be approved internally ahead of the milestone date.				Three (3) months after the Effective Date		Agreed scope and interfaces.		
				Services delivered and tested satisfactorily, including witness testing. Delivery Milestones achieved.				Twenty (20) Working Days before (first) Operational Service Commencement Date				
										Implementation of the agreed Security Policies, Procedures and Plans in accordance with the ISMS.	None	N / Y

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APPENDIX 9

TESTING PROCEDURES

1 TEST SUCCESS CRITERIA

In accordance with Paragraph 6 of Schedule 4.2 (Testing Procedures) of the Call-Off Terms, the following Test Success Criteria shall apply: [Customer Authority to complete with assistance from the Framework Authority and the Contractor where required]

Service Element	Pre-conditions	Test Success Criteria
		Please see attached Test Success Criteria document referred to as Annex D

2 TEST ISSUES

- 2.1 In accordance with Paragraph 9.1 of Schedule 4.2 (Testing Procedures) of the Call-Off Terms, the following Test Issue criteria shall apply: Annex D refers
- 2.2 For the purposes of the definition of Material Test Issue set out in Schedule 1 (Definitions) of the Call-Off Terms, the severity levels are: Annex D refers

APPENDIX 10

CHARGING AND INVOICING

1 MILESTONE PAYMENTS

In accordance with Paragraph 2.2 of Part A of Schedule 4 (Charges) of the Framework Agreement, the following Milestone Payments shall apply:

Milestone Number	Milestone Description	Amount of Charge (£)
1	Connectivity & Gateway Install fees	As per Annex E for scenario elected
2	Initiation (PID Issued) Customer Circuit Order Requirement Confirmed and Due Diligence Complete	
3	Order Validation – High Level Design Completed	
4	Programme Initiation Complete	
5	Design complete	
6	Connectivity Services installed to Authority sites	
7	Full WAN PSN Connectivity established	

Please Note :-The above fees are based on the work being completed in normal working hours.  
 HM11 have requested a price if all potentially Service affecting installation work took place on a Sunday. Level 3 have confirmed the additional fee of [redacted] would be due.

2 SERVICE CHARGES

In accordance with Paragraphs 3.4 and 3.5 of Part A of Schedule 4 (Charges) of the Framework Agreement, the following Service Charges shall apply: [Parties to complete]

Service charges will be levied in line with Annex E

ANNEX E specifies annual fees. Service Charges will be invoiced monthly in arrears on a pro-rata basis.

The Management Charge will be [redacted] percent ([redacted]%) of all Charges invoiced to the Customer Authority (net of VAT) by the Contractor in each month throughout the Term and thereafter in respect of this Call Off contract.

The Management Charge will comprise:

- (1) The Framework Authority component of [redacted] percent ([redacted]%) of all Charges invoiced to the Customer Authority (net of VAT) by the Contractor in each month throughout the Term excluding the PSN Levy.
- (2) A PSN Levy of [redacted] percent ([redacted]%) of all Charges invoiced to the Customer Authority (net of VAT) by the Contractor in each month throughout the Term excluding the Framework Authority component of those Charges referred to in (1) above.

Such Management Charge may be changed by the Framework Authority in accordance with Paragraph 8.2 of Schedule 6 (Framework Management Information).

### 3 EXPENSES

In accordance with Paragraph 3.7 of Part A of Schedule 4 (Charges) of the Framework Agreement, the Customer Authority shall pay the following categories of expenses incurred by the Contractor during the course of performing the Services:

3.1 Reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer Authority's (expenses policy current from time to time, but not including:

3.1.1 Travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Service are [redacted]

principally to be performed, unless the Customer Authority otherwise agrees in advance in writing; and

3.1.2 Subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed.

**4 RETENTIONS**

In accordance with Paragraph 4 of Part A of Schedule 4 (Charges) of the Framework Agreement, the following retentions shall apply:

NONE

**5 DELAY PAYMENTS**

In accordance with Paragraph 6 of Part A of Schedule 4 (Charges) of the Framework Agreement, the following Delay Payments shall apply. [Parties to complete]

Milestone Number	Delay Payment
None	None

**6 CONTRACTOR'S CALL OFF PRICING CATALOGUE**

In accordance with Paragraph 1.5 of Part B of Schedule 4 (Charges) of the Framework Agreement, the Contractor's Pricing Catalogue which applies to the Services being procured under this Call-Off Form are as follows:-

NONE

Detailed below is the Rate Card for Professional Service charges, these are excluding the GPS PSN [redacted] % Levy. Any other charges relating to additional circuits are price on application as these are subject to survey



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Professional Services Service / Resource Type	One off (Set Up) Charge	Notes
Programme Manager		Based on an 8 hour Working Day
Senior Project Manager		Based on an 8 hour Working Day
Project Manager		Based on an 8 hour Working Day
Technical/Design Architect		Based on an 8 hour Working Day
PBX telephony on site engineer		on site engineer working 09:00 – 17:00 per Working Day with 45 minutes break for lunch.
PBX cabling engineer		Based on an 8 hour Working Day
Service Delivery Manager		Based on an 8 hour Working Day
Client Manager		Based on an 8 hour Working Day
Trainer		Based on an 8 hour Working Day
Floor walking services		Based on an 8 hour Working Day

Premiums on the standard day rates Service / Resource Type	Rate	Units
Premium applied to rates for additional weekday hours		times above rate per hour
Premium applied to rates for additional Saturday hours		times above rate per hour
Premium applied to rates for additional Bank and Public Holiday and Sunday hours		times above rate per hour

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**7 SUPPORTING DOCUMENTATION**

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

Draft Invoices and supporting information to be sent to the Tower 1 Core Supplier (address to be supplied).

Final Invoices to be sent to:

Accounts Payable, HM Treasury, Roseberry Court, St Andrew's Business Park,  
Norwich NR7 OHS

**8 BASE CASE FINANCIAL MODEL**

[Customer Authority to set out its proforma and its requirements in accordance with paragraph 2.1.5 of Schedule 5.4 to the Call Off Terms]

Not used

APPENDIX 11

VALUE FOR MONEY

9 APPOINTMENT OF BENCHMARKER

In accordance with Paragraph 3.1 of Schedule 5.3 (Value for Money Provisions) of the Call-Off Terms, the following organisations may be appointed to carry out a Benchmark Review:

Organisation's Name	Address
Not Applicable	

10 GOOD VALUE

NONE