

Call-Off Contract

Framework Agreement Number: ITC11445 Reseller and Associated Services Framework apply.

Call-Off Contract Number: ICT11965 DC(A) POD Design

THIS CALL-OFF CONTRACT is made the 13th day of March 2015

BETWEEN:

(1) Transport for London ("**the Contracting Body**"); and

(1) (2) Computacenter (UK) Ltd, 

RECITALS:

- A. The Contracting Body and the Service Provider have entered into an agreement dated 13th March 2015 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Body or the Contracting Body ("**the Framework Agreement**").
- B. The Contracting Body wishes the Service Provider to provide the specific Deliverables described in this Call-Off Contract pursuant to the terms of the Framework Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Deliverables on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Framework Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. DELIVERABLES

- 2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Call-Off Contract and the Deliverables to be provided and that it has made all appropriate and necessary enquiries to enable it to provide the Deliverables under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Framework Agreement due to any

misinterpretation or misunderstanding by the Service Provider of any fact relating to the Deliverables to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator and Commercial Manager any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

- 2.3 The timetable for any Deliverables to be provided by the Service Provider and the corresponding Milestones (if any) and Key Milestone Dates (if any) and Implementation Plan (if any) are set out in Attachment 1. The Service Provider must provide the Deliverables in respect of this Call-Off Contract in accordance with such timings and the Service Provider must pay liquidated damages in accordance with the Framework Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Deliverables in order to meet a Milestone and Key Milestone Dates. [Time shall be of the essence in relation to the Key Milestone Dates] where stated in the Implementation Plan.]
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Deliverables provided to the Contracting Body under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to the provisions of the Framework Agreement, shall continue in force **for 3 years** unless terminated earlier in whole or in part in accordance with the Framework Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Framework Agreement. The Service Provider shall submit invoices in accordance with the Framework Agreement and the Charges shall be paid in accordance with this Call-Off Contract.

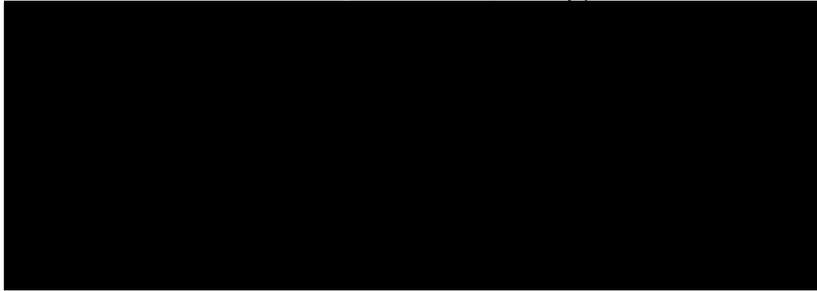
5. CALL-OFF CO-ORDINATOR /COMMERCIAL MANAGER AND KEY PERSONNEL

The Contracting Body's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

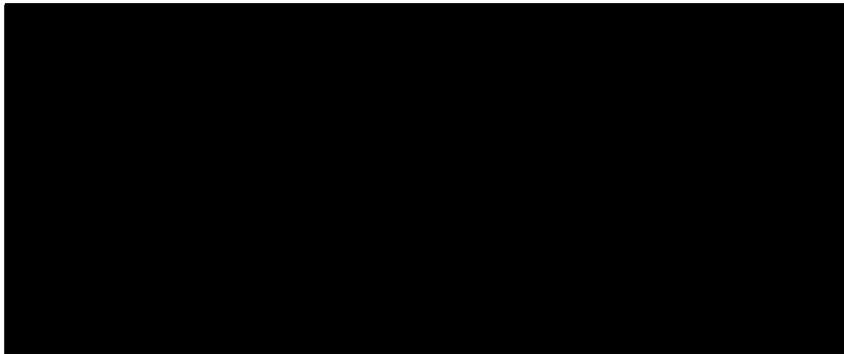
SIGNED

For and on behalf of the [*Contracting Body*]



SIGNED

For and on behalf of [*the Service Provider*]



Attachment 1

1. Requirements

Background

TfL is looking to procure the infrastructure and solutions required to design and implement a 12 Rack Data Centre POD in TfL's Woking Data Centre - DC(a).

This Pod will incorporate 10 'Server' racks, which will house 2 (existing) HP C7000 Blade chassis & blades per rack, and 2 'comms' racks, into which 16Gb FC-SAN Edge switching and 10Gb Ethernet Cisco Nexus 5000 edge switching will be housed, the racks are already in existence, but will need relocation as part of the design.

This 'Pod' is required to alleviate immediate issues with congestion in the current Data Centre edge platforms, whilst also providing a template for all future Data Centre capacity expansion.

Overall Requirements

- **12 tile Data Centre POD**
 - Partial Cold Aisle Containment (doors, no roof) using existing standard racking with the addition of supplied CAC fittings.
 - SAN Fabric – 2 x EMC Supplied Cisco 9706 with options for 2, 3 and 4 Port Card designs with additional Crossbar's to provide linear throughput scaling. All SFP's to be 16Gb Capable
 - SAN/Network cabling installed within the POD utilising best practice cabling technology suitable for CAC environments. All Cabling to be Optical (except for 1Gb Copper as above) and capable of 16Gb FC and 10Gb IP.
 - Incorporation of existing Hawkeye technology into the environment.
 - All structured cabling products to be of TYCO (TE) manufacture
 - All fixed cabling to be installed by product specific trained staff and warranted by the manufacturer
 - Cable management facilities to be included in quote
- **Professional Services**
 - Design to both HLD and LLD
 - Build of the Physical Infrastructure
 - Build & cabling of the IT Elements (SAN & Network)
 - Final Documentation Set, Handover and Close
 - Project Management for each of the above elements
- **Maintenance for 3 Years** on all hardware elements.
 - At the end of year 3 there is an option to extend maintenance by one year at TfL's sole discretion.

Note: TfL will be commissioning 4 chassis from the 20 initially. It is expected however that all cabling for the full 20 chassis will be laid in advance. To ensure cabling is of the correct length it is requested that consideration be made for the use of Perspex/Acrylic templates.

Hardware Requirements

	Qty	Part
EMC Connectrix 9706 (SAN Fibre Channel)	2	9706 Chassis w/ Sup1, 4-PS, 3-Fab Mods
	4	MDS 9000 48-Port 16-Gbps FC Module
	2	MDS 9706 Crossbar
	2	PREMIUM SOFTWARE SUPPORT
	2	PREMIUM HARDWARE SUPPORT - WARR UPG
	192	MDS 16GB FC SW Optic
	8	MDS 9700 Power cord International
	2	DCNM SAN License for MDS 9700
	2	Enterprise License for MDS 9700
	Network Cabinet Panels	1
1		Comms Cabinet OM3 (SAN 16GB FC)
1		Comms Cabinet OM3 (Network)
1		InterPoD Fibre
1		Copper between Red & Blue Networks
4		1 U cable management
9		U Space
Cold Aisle Containment Works	6	Reposition existing 800mm wide by 1200mm deep (47u) floor standing rack enclosures (Racks K46 to K41)
	6	Install new overhead fibre and copper cable trays for racks (ensuring Red and Blue separation)
	2	Install new Cold Aisle Containment door at either end of 12x rack POD (cold aisle 180cm wide)
	1	Install new blanking panels within all unused rack spaces
Core switch connectivity	4	X2-10GB-SR Cisco Catalyst 6509 SFP
	8	X2-10GB-SR Cisco Nexus 7010 SFP

Type of connection	Total connections
Patch lead LC presentation	40
Copper patch	55
OM3 Patch Lead to Panel LC presentation utilising cable sock on the route	24
OM3 Patch Lead to Panel LC presentation utilising cable sock on the route	24

OM3 Patch Lead to Panel LC presentation utilising cable sock on the route	24
Patchleads LC presentation	12
Patchleads LC presentation	12
Patchleads LC presentation	12
OM3 Patch Lead	40
Patch lead LC presentation	40
Copper patch	55
OM3 Patch Lead to Panel LC presentation utilising cable sock on the route	24
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OM3 Patch Lead to Panel LC presentation utilising cable sock on the route	24
Patchleads LC presentation	12
Patchleads LC presentation	12
Patchleads LC presentation	12
OM3 Patch Lead	40

Please provide separate costs for the hardware below. The solution may include upgrading the Core Switches but will be considered as optional.

Core Switches		
	2	9706 Chassis w/ Sup1, 4-PS, 3-Fab Mods
	4	MDS 9000 48-Port 16-Gbps FC Module
	2	MDS 9706 Crossbar
	2	PREMIUM SOFTWARE SUPPORT
	2	PREMIUM HARDWARE SUPPORT - WARR UPG
	192	MDS 16GB FC SW Optic
	8	MDS 9700 Power cord International
	2	DCNM SAN License for MDS 9700
	2	Enterprise License for MDS 9700

Supporting Documentation

Please find embedded some high level diagrams



Pod layout designs
v1-0.pdf

2. Timetable

Service commencement date: 16th March 2015

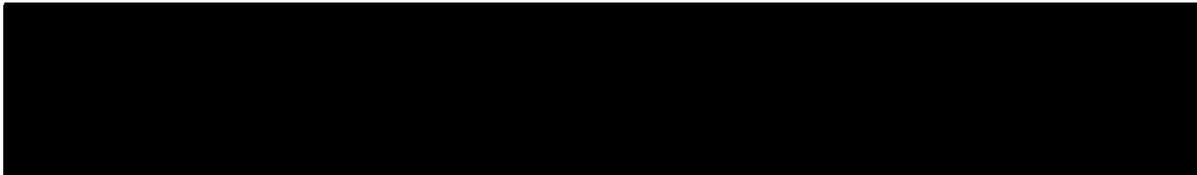
Action / deliverable	Date
Design to both HLD and LLD	31/03/15
Build of the Physical Infrastructure	27/04/15
Build of the IT Elements (SAN & Network)	11/05/15
Final Documentation Set, Handover and Close	29/05/15

Maintenance Term: 3 years with option to extend by up to further one year at TfL's sole discretion.

3. Authority Account Details



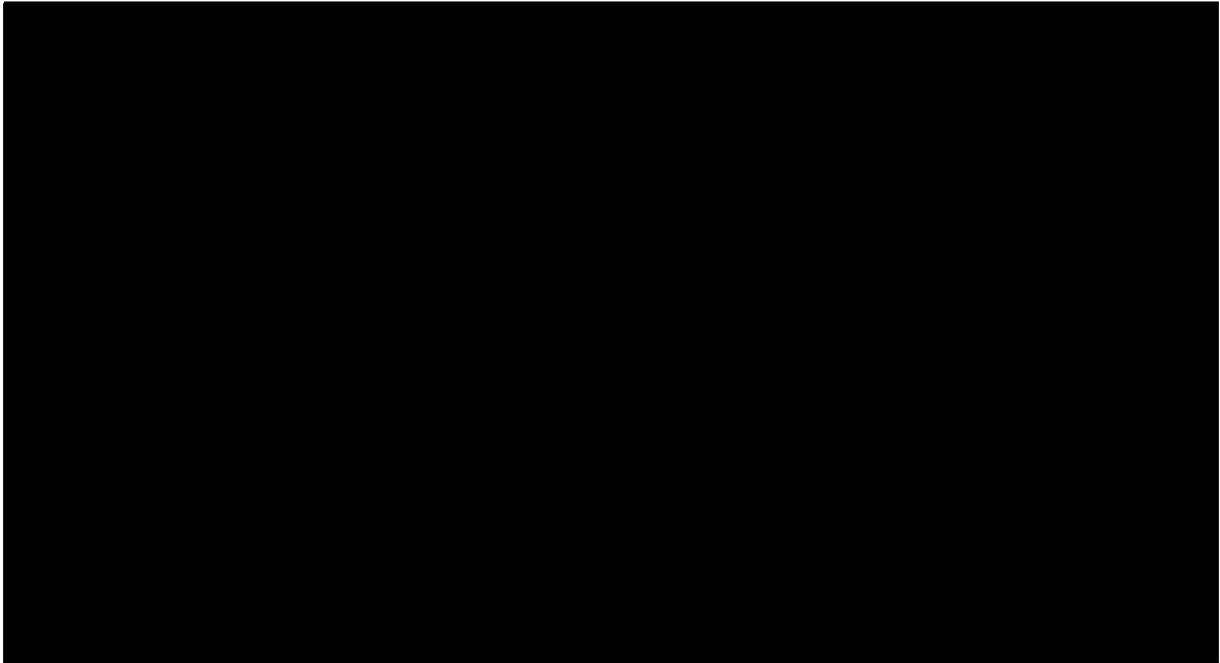
4. Authority Call-Off Co-ordinator



5. Other information or conditions: N/A

Attachment 2

1. Charges





Annex 1 to the Call-Off Contract

1. Principles

- 1.1 Where the Contracting Body or the Service Provider sees a need to change any of the Deliverables, the TfL Group's Service Manager may at any time request, and the Service Provider's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure ("**CCP**") as set out at paragraph 2.
- 1.2 Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).
- 1.3 Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Contracting Body and the Service Provider shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.
- 1.4 Any discussions which may take place between the Contracting Body and the Service Provider in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.
- 1.5 Any work undertaken by the Service Provider which has not been otherwise agreed in accordance with the provisions of this Annex 1 shall be undertaken entirely at the expense and liability of the Service Provider.

2. Procedures

- 2.1 Discussion between the Contracting Body and the Service Provider concerning an amendment to the Services shall result in any one of the following:
 - 2.1.1 no further action being taken;
 - 2.1.2 a request to amend the Services by the Contracting Body; or
 - 2.1.3 a recommendation to amend the Services by the Service Provider.
- 2.2 Where a written request for an amendment is received from the Contracting Body, the Service Provider shall, unless otherwise agreed, submit two (2) copies of a Change Control Note ("**CCN**") signed by the Service Provider to the Contracting Body within seven days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).
- 2.3 A recommendation to amend by the Service Provider shall be submitted direct to the Contracting Body in the form of two (2) copies of a CCN signed by the Service Provider at the time of such recommendation and the Contracting Body shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).
- 2.4 Each CCN shall contain:
 - 2.4.1 the title of the amendment;
 - 2.4.2 the originator and date of the request or recommendation for the amendment;

- 2.4.3 the reason for the amendment;
 - 2.4.4 full details of the amendment including any specifications;
 - 2.4.5 the price, if any, of the amendment;
 - 2.4.6 a timetable for implementation together with any proposals for acceptance of the amendment;
 - 2.4.7 a schedule of payments, if appropriate;
 - 2.4.8 details of the likely impact, if any, of the amendment on other aspects of the Services including to:
 - 2.4.8.1 the timetable for the provision of the amendment;
 - 2.4.8.2 the personnel to be provided;
 - 2.4.8.3 the amended charges payable under the Services (as now amended);
 - 2.4.8.4 the Documentation to be provided;
 - 2.4.8.5 the training to be provided;
 - 2.4.8.6 working arrangements; and
 - 2.4.8.7 other contractual issues;
 - 2.4.9 the date of expiry of validity of the CCN; and
 - 2.4.10 provision for signature by the Contracting Body and by the Service Provider.
- 2.5 For each CCN submitted the Contracting Body shall, within the period of the validity of the CCN:
- 2.5.1 allocate a sequential number to the CCN;
 - 2.5.2 evaluate the CCN and, as appropriate:
 - 2.5.2.1 request further information, or
 - 2.5.2.2 arrange for two (2) copies of the CCN to be signed by or on behalf of the Contracting Body and return one of the copies to the Service Provider; or
 - 2.5.2.3 notify the Service Provider of the rejection of the CCN.
- 2.6 A CCN signed by the Contracting Body and by the Service Provider shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed.

