Section A
General information

This Order Form is issued in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

Customer details

Customer organisation name
Transport for London and TfL Group

Billing address
Your organisation's billing address - please ensure you include a postcode
TfL Corporate Accounts Payable, 1st Floor, PO Box 4527614, Pier Walk, London SE10 1AJ
- or electronically to: [redacted]tfl.gov.uk

Customer representative name
The name of your point of contact for this Order
[redacted] – Assistant Commercial Manager

Customer representative contact details
Email and telephone contact details for the Customer's representative
[redacted] Commercial Manager [redacted]

Supplier details

Supplier name
The Supplier organisation name, as it appears in the Framework Agreement
Bytes Software Services Limited

Supplier address
Supplier's registered address
Bytes House, Randalls Way, Leatherhead, Surrey KT22 7TW

Supplier representative name
The name of the Supplier point of contact for this Order
[redacted]

Supplier representative contact details
Email and telephone contact details of the supplier's representative
[redacted]@bytes.co.uk or [redacted]@bytes.co.uk [redacted]

Order reference number
A unique number provided by the supplier at the time of quote
[redacted]

Section B
Overview of the requirement

Framework Lot under which this Order is being placed
Tick one box below as applicable

1.	HARDWARE	☐
2.	SOFTWARE	☒
3.	COMBINED SOFTWARE AND HARDWARE REQUIREMENTS	☐
4.	INFORMATION ASSURED PRODUCTS	☐
5.	VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM)	☐

Customer project reference
Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management
ICT12380

Call Off Commencement Date
The Call Off Commencement Date is the date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form
01/12/2016

Call Off Contract Period (Term)
A period in Months which does not exceed 60 Months (5 years) - **leave blank if this is a simple transactional Goods purchase**. Where established as an initial and extension period complete the fields below
Commencing at the Call Off Commencement Date and ending 36 months from the Planned Service Commencement Date, (3 years) .

Call Off Initial Period Months
36

Call Off Extension Period (Optional) Months
0.

Specific Standards or compliance requirements
Include any conformance or compliance requirements with which the Goods and/or Services must meet
Supplier to confirm their qualifying status as a Microsoft LSP

Section C
Customer Core Goods and/or Services Requirements

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the service/s Ordered.

Goods and/or Services
The Pan-TFL Enterprise agreement will provide the following goods and services: EA LicencesL SP agreement inc. Value added services Premier Support Consultancy framework. .

Warranty Period, if applicable
n/a

Location/Site(s) for Delivery
Transport for London, 14 Pier Walk, London SE10 0ES

Dates for Delivery of the Goods and/or the Services
01/12/2016

Software List product details under each relevant heading below

Appendix B states the Product User Lines and Pricing Agreement

Appendix C states the Reseller services

Supplier Software	Third Party Software	Maintenance Agreement
TfL Pricing & Product Template.xlsx	Microsoft Enterprise Agreement.. EA2016Agr(EMEA)EU -EFTA(ENG)(July201€	Include terms or link in Call Off Schedule 3

Additional Clauses (see Annex 3 of Framework Schedule 4) Tick as required

Alternative Clauses		Additional Clauses Tick one box below as applicable		Optional Clauses Tick any applicable boxes below	
Scots Law Or	☐	A: Termed Delivery – Goods	☐	C: Due Diligence	☐
Northern Ireland Law	☐	B: Complex Delivery – Solutions (includes Termed Delivery – Goods)	☒	D: Call Off Guarantee	☐
Non-Crown Bodies	☐	**NB Both of the above options require an Implementation Plan which should be appended to this Order Form**		E: NHS Coding Requirements	☐
Non-FOIA Public Bodies	☐	**The following clauses from**		F: Continuous Improvement & Benchmarking	☐

Clause B: Complex Delivery – Solutions will NOT apply: B2, B5, B6, B8, B9, B10, B11

The additional following clauses are applicable: Open Book

Please see appendix A of the order form

G: Customer Premises ☐

H: Customer Property ☐

I: MOD Additional Clauses ☐

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data)
List below
N/a

Call Off Contract Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)
In readiness for each anniversary year of this Agreement i.e. the 1st December, a True-Up or True-down will be done to determine any additional products/services as currently listed in Appendix B that have been deployed by the Authority. If additional products/services have been deployed the final number will be mutually agreed between both parties and will be charged at the prices as listed in Appendix B

Is a Financed Purchase Agreement being used? ☐
Tick as required
If so, append to Call Off Schedule 2 as Annex A

Estimated Year 1 Call Off Contract Charges (£)
Call-off charges for year one consist of EA Agreement, Premier Support and Value-added services. Estimated Year 1 charges are [redacted]

Section D
Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information
Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract
Not Applicable

Total contract value
Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's

statement of requirements

[redacted]

Section E
Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as "the Call Off Contract") for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	[redacted]
Job role/title	
Signature	
Date	14/12/16

For and on behalf of the Customer

Name	[redacted]
Job role/title	
Signature	
Date	14/12/16

Appendix A

Open Book

A4.1 The Service Provider shall, for the duration of this Agreement, provide the Authority with open book pricing and shall, whenever requested by the Authority, provide to the Authority details and supporting evidence of all the Service Provider's costs in meeting its obligations under this Agreement, including all management, software, hardware and service input costs.

A4.2 Without prejudice to the general requirements of **clause A4.1**, the Service Provider shall maintain, in accordance with good accountancy practice, and provide the Authority with access to accounting books and records that set out:

A4.2.1 the actual and forecast operating expenditure of the Service Provider in providing the Services and supplying the System;

A4.2.2 the actual and forecast capital expenditure of the Service Provider in providing the Services and supplying the System; including the cost to the Service Provider of procuring the Hardware and the Software, broken down by volume, unit cost and margin;

A4.2.3 the actual and forecast cost of all resources provided, or to be provided, by the Service Provider in meeting its obligations under this Agreement (which shall include grade, number of days and day rates);

A4.2.4 all actual and forecast third party costs incurred by the Service Provider in providing the Services and supplying the System (including all sub-contractor costs) and any mark-up charged on any such third party costs;

A4.2.5 the profit, before interest and tax, that the Service Provider has achieved, and has forecast to achieve, under this Agreement;

A4.2.6 any other information and documentation which relates to the reasonableness of the Charges and/or which is necessary to satisfy the Authority's requirement to demonstrate value for money;

A4.2.7 any such other cost items as the Authority may reasonably require in order to audit the costs of the Service Provider for the purpose of verifying the Charges, any estimates of the Charges and/or any charging information being provided by the Service Provider in conjunction with the change control procedure described in **Schedule 7**.

A4.3 The Service Provider shall, following a written request by the Authority and without prejudice to any other audit and inspection rights that the TfL Group

has under this Agreement, promptly provide the Authority with copies of any or all accounting books and records referred to in **clause A4.2**.

A4.4 The Service Provider shall not be entitled to reimbursement by the TfL Group for any costs or expenses incurred as a result of the Service Provider complying with requirements of this **clause A4**.

Appendix B – Product Lines and Pricing

SPE E3 Licences costs and units

SKU	Description	Units	CTA Price	Reseller Unit Price	Qty
AAA-10726	SPE E3 FromSA ShrdSvr ALNG SubsVL MVL PerUsr	12	[redacted]	[redacted]	10586
AAA-10756	SPE E3 ShrdSvr ALNG SubsVL MVL PerUsr	12	[redacted]	[redacted]	5818
AAA-10756	SPE E3 ShrdSvr ALNG SubsVL MVL PerUsr JNP (5 months)	12	[redacted]	[redacted]	1700*
AAA-11392	SfB Plus CAL ShrdSvr ALNG SubsVL MVL PerUser to SPE E3	12	[redacted]	[redacted]	16402
AAA-22324	WinE5perUsrStepUpFromE3perUsr ALNG SubsVL MVL	12	[redacted]	[redacted]	1
CE6-00004	EntMobandSecE5Full ShrdSvr ALNG SU MVL EntMobandSecE3Full PerUsr	12	[redacted]	[redacted]	1
SY9-00006	O365E5 ShrdSvr ALNG SU MVL O365PE3 PerUsr	12	[redacted]	[redacted]	1
AAA-28688	SPE E5 Step-up From SPE E3 ShrdSvr ALNG SubsVL MVL PerUsr	12	[redacted]	[redacted]	1
7F4-00013	VDAPerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr	12	[redacted]	[redacted]	5818
6VC-02567	WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr	12	[redacted]	[redacted]	16404
N9U-00002	VisioProforO365 ShrdSvr ALNG SubsVL MVL PerUsr	12	[redacted]	[redacted]	4186
7MK-00002	ProjOnlnProfFromSA ShrdSvr ALNG SubsVL MVL PerUsr	12	[redacted]	[redacted]	4012
H21-00595	PrjctSvrCAL ALNG LicSAPk MVL UsrCAL	1	[redacted]	[redacted]	20
H22-00479	PrjctSvr ALNG LicSAPk MVL	1	[redacted]	[redacted]	5
NK4-00002	PwrBIPro ShrdSvr ALNG SubsVL MVL PerUsr	12	[redacted]	[redacted]	10
77D-00110	VSProwMSDN ALNG LicSAPk MVL	1	[redacted]	[redacted]	239
MX3-00115	VSEntwMSDN ALNG LicSAPk MVL	1	[redacted]	[redacted]	49
L5D-00161	VSTstProwMSDN ALNG LicSAPk MVL	1	[redacted]	[redacted]	1
R39-00374	WinSvrExtConn ALNG LicSAPk MVL	1	[redacted]	[redacted]	4

*Please refer to Pricing and Product line sheet as attached in Order Form Deskless Works

T6A-00024	O365 E1 G-Cloud price match	[redacted]	8921
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr		8921
6VC-02567	WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr		8921
AAA-12536	EntMobandSecE3 Shared Alng MonthlySub Addon ToUsrCrCAL		8921

SCE

SKU	Description	Units	[redacted]	Qty
FUD-01148	CISDataCtr ALNG LicSAPk MVL woWinSvrLic 2Proc	1		82
FUD-00937	CISDataCtr ALNG SubsVL MVL 2Proc	12		272
YJD-01076	CISStd ALNG SubsVL MVL 2Proc	12		2051
FUD-00937	CISDataCtr ALNG SubsVL MVL 2Proc	12		1
YJD-01076	CISStd ALNG SubsVL MVL 2Proc	12		1
7JQ-00663	SQLSvrEntCore ALNG SubsVL MVL 2Lic CoreLic	12		601
7NQ-00476	SQLSvrStdCore ALNG SubsVL MVL 2Lic CoreLic	12		262
7JQ-00663	SQLSvrEntCore ALNG SubsVL MVL 2Lic CoreLic	12		1
7NQ-00476	SQLSvrStdCore ALNG SubsVL MVL 2Lic CoreLic	12		1
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	12		614

Dynamics

SKU	Description	Units	[redacted]	Qty
DJR-00001	Dyn365EProdCustEngInst ShrdSvr ALNG SubsVL MVL Srvcs	12		£ 3.00
DJV-00001	Dyn365ENonProdCustEngInst ShrdSvr ALNG SubsVL MVL Srvcs	12		£ 10.00
DFG-00006	Dyn365EP1 ShrdSvr ALNG SubsVL MVL PerUsr 1000+Usrs	12		£ 432.00
DJZ-00001	Dyn365EAddlCustEngDBStor ShrdSvr ALNG SubsVL MVL AddOn XtraStrg1GB	12		£ 56.00
N9J-	DynCRMSvr ALNG LicSAPk MVL	1		£

00523			[redacted]	6.00
ZFA-00237	DynCRMProCAL ALNG LicSAPk MVL UsrCAL	1		£ 199.00
QZA-00253	DynCRMBasicCAL ALNG LicSAPk MVL UsrCAL	1		£ 42.00

Premier Support Costs (3 year)

Premier Support	[redacted]

Appendix C – Supplier Services

TfL Value Add Services.xlsx

Requirement	Requirement (detailed)	Bytes Response
LSP status	LSP to confirm their qualifying status as a Microsoft LSP. Response should include the following: - If the LSP has completed the on-boarding process including: • how many of the LSP's sales employees who have passed the Microsoft Certified Professional (MCP) exam for License Delivery • LSP has has the following checks; anti-corruption vetting and Credit & Risk Financials submission & Microsoft review - If the LSP has provided the following: • Partner Profile • Partner Contacts Matrix • Credit & Risk • Documentation including - channels sale lead approval, MCP compliance transcripts, sales forecast, most recent 2 years audited financial statements, company registration documents, company tax documents, credit application form - If the LSP is at the required Registered Level in the Microsoft Partner Network (MPN) - how many of the LSP's sale employees hold T-36 (renewal effectiveness) certification Response restriction 1000 words exc pictures	Bytes confirm that we do have the status with Microsoft as an LSP (also known as LAR, or Large Account Reseller) within the UK, and as such is able to offer our customers all of the licensing programmes and solutions that Microsoft provides. Bytes is a leading supplier of Microsoft Enterprise Agreements. Out of the 798 active Enterprise Agreements we currently manage, 187 of these are with Public Sector organisations. Bytes manage a total of 548 Microsoft Volume License Agreements within the UK Public Sector. Bytes is very capable of managing Enterprise Agreements of varying size and complexity. The largest Enterprise Agreement we currently manage covers over 41,000 devices. Bytes is able to trade directly with Microsoft providing the full range of Microsoft agreements to public sector organisations, including Enterprise and Enterprise Subscription, Select Plus, Server and Cloud Enrolments, Online Services agreements and MPSA. Confirmation of our current LAR/LSP status is attached in the form of a letter from Microsoft European Headquarters. Bytes are a long-standing LAR/LSP with Microsoft. We have fully completed the on-boarding processes, as well as regular LSP reviews to ensure the checks and requirements (such as anti-corruption vetting,

		credit and risk financials) Microsoft require LSPs to have, are maintained and up to date. Bytes currently have 70 sales employees who have passed Microsofts MCP examination for License delivery, and a list of the employees who have passed this is also attached to this response. The number of MCPs that Bytes have is in excess of the number Microsoft require. The number of MCPs needed is dependent on the number of agreements we hold with customers. As their largest reseller by revenue in the UK, Bytes are a well-respected LSP by Microsoft, and have a dedicated Microsoft Partner Account Manager assigned to us. Part of their role is to ensure that Bytes maintain their qualifying criteria to be an LSP. This process includes: maintaining our partner profile within Microsoft; ensuring that Microsoft have an up to date contacts matrix of Bytes employees; ensuring our financial status is acceptable including on-going credit and risk, and financial and tax statements are provided; as well as ensuring all other documents such as company registrations and credit worthiness is acceptable. Bytes have robust sales procedures with Microsoft, employing a team of people to ensure approvals are granted for sales leads, as well as sharing sales forecasts with key Microsoft personnel. Bytes are at the required competency levels on the

		Microsoft Partner Network, including competencies in Cloud Productivity, Cloud Platform, Volume Licensing and Software Asset Management. All of our account managers are fully trained to follow the Microsoft T-36 procedure for Enterprise Renewals. The T-36 process is fully built into our contract management system, so automated actions are sent to account managers to ensure compliance with the T-36 process. Bytes have a person who holds the T-36 (Renewal Effectiveness) certification which fulfils Microsofts requirements.

Cost effectiveness - existing licence models	LSP is required to provide licensing expertise to enable cost-effective management of existing licence models using both on-premises and cloud based products. Response should include: Detailed description of how the LSP would identify cost savings and effectiveness on existing licence models including: - Identifying licence models that are not cost effective - Identifying agreement opportunities Response restriction 1000 words exc pictures	Bytes recognises that the TfL/GLA requires first-class service to ensure compliancy at all times and protection from any unpredicted financial impact. Bytes will implement an effective and proven Account Management program which gives an unsurpassed service to the TfL/GLA ensuring: • Experienced Account Management • Software Licensing Expertise • Software Asset Management Expertise • Licensing knowledge of on-premise, hybrid, and cloud solutions. • Industry Knowledge TfL/GLA will benefit from a vastly experienced team of individuals who will work to optimise the benefit from your agreement. The Bytes Account Manager for the TfL/GLA will be responsible for ensuring necessary resources from within and outside of Bytes are leveraged to TfL/GLA benefit, and to ensure the TfL/GLA contract is managed to prevent non-compliance, as well as deliver cost savings. The Bytes approach to license management is to maintain an excellent understanding of TfL/GLAs strategic direction for Microsoft. This will be achieved by Bytes closely working with key stakeholders at the TfL/GLA, its other IT partners and Microsoft. Bytes will seek to arrange regular face to face meetings, to discuss future strategy, as well as explore options to optimise the use of the agreement.

		As new Microsoft requirements are discovered, Bytes will undertake a financial analysis of the procurement options and advise the TfL/GLA on the most cost effective routes. A focus on cost savings is the priority. Savings may be achieved using different methods. Examples include - software deployment methods, including hardware optimisation; timescales for cloud adoption; use of alternative licenses, including license suites; and use of different license agreements such as the Server and Cloud Enrolment, MPSA etc. Through regular contact, including face to face meetings with key TfL/GLA personnel, as well as regular telephone and email communications, Bytes will work with TfL/GLA to understand its infrastructure and how Microsoft products are deployed. This will enable Bytes to advise on appropriate licensing models, and ensure license entitlements are used in the most optimal and cost effective way. These will take into account TfL/GLAs directions on the adoption of Microsoft cloud technology for both Office 365 and Azure. Bytes already have an in-depth understanding of the way TfL/GLA is currently licensed, and which licensing models for various products are employed. Throughout the term of the new agreement, Bytes will continuously monitor the appropriateness of the products and licensing models used in the agreement. Through regular cost analysis, Bytes will

		be able to identify licensing models that may no longer be the most cost effective option. This could be because Microsoft have introduced new product bundles; offering better cost options on other products; new versions have alternative licensing models; etc. By working with both TfL/GLA and Microsoft, Bytes will be able to identify opportunities for more cost effective licensing solutions. These could be achieved by changing the mix of products within the agreement, or by moving some products into an alternative licensing arrangement. Bytes understands that renewing an Enterprise Agreement is a complex process, and a crucial point in which product and SKU choices can dramatically alter an organisations strategy and Microsoft spend over the next 3 years of the agreement. This is why Bytes' initial delivery strategy will be to hold an initial EA meeting with TfL/GLA to review the requirements, with the aim of ensuring TfL/GLAs products and SKU's are aligned to optimise future Microsoft spend in line with the organisations strategy and roadmap. This meeting would be comprised of: • Microsoft Strategy and Roadmap Workshop – a workshop delivered by Bytes specifically tailored to TfL/GLAs roadmap, making sure the licensing strategy is aligned with

		TfL/GLA strategic direction for on premise and the cloud. • Architecting the Agreement – Finalising products, SKU's and quantities in line with the finalised requirements. • Enterprise Agreement Initiation Document (EAID) The EAID is important to: • Create a management plan for the agreement • Ensure cost effectiveness through the agreement • Set forthcoming deadlines for completion of true ups, true downs and renewals • Details of the Bytes Account Management Structure • Details of the Bytes agreement management structure – T-36 • How further quantities of products included, together with costs, can be acquired. • Details of how to purchase products not included in the agreement in the most cost effective way. To further identify cost savings and licensing effectiveness throughout the agreement, Bytes would seek to implement a structured management methodology to ensure regular engagement between Bytes and TfL/GLA. This will incorporate Microsofts T-36 process. This schedule of activity will include: • Account Planning Updates - quarterly road mapping sessions, half year reviews. These meetings can be used to discuss if true-ups or true-downs are required, amongst other matters. • Account & Business Overview • Software Assurance - Activation and pro-active management of SA benefits