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PSN SERVICES

APPENDIX 10

CHARGING AND INVOICING

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CHARGING AND INVOICING

1 INTRODUCTION

- 1.1 This Appendix 10 sets out the Charges, and the pricing, payment and invoicing provisions that apply under this Call-Off Contract, including in relation to the Implementation Service Charges (including the Charges for the Contractor Procured Assets), Milestone Payments in relation to payment of the Implementation Service Charges, Service Charges for the Operational Services, Catalogue Charges, Day Rates, Rate Card, Exit Assistance Charges and Estimated Replacement Costs. Save as otherwise expressly set out in this Appendix or as otherwise agreed in accordance with the Schedule 6.2 (Change Control Procedure), the Charges are inclusive of all costs and expenses incurred by the Contractor in connection with providing the Services in accordance with this Call-Off Contract, and the Customer Authority shall not be charged for any costs of the Contractor to provide the Services unless a specific rate or charge is set out in this Appendix.
- 1.2 All monetary figures in this Appendix 10 are exclusive of VAT.
- 1.3 The currency of the Service Charges identified in this Appendix 10 is in Pounds Sterling and all invoices provided under this Appendix 10 shall be in Pounds Sterling.
- 1.4 In respect of all Service Charges that are calculated on a monthly basis, any Service Charges for any part month of service provision by the Contractor shall be invoiced pro-rated on a daily basis.
- 1.5 The Parties agree that the Service Charges shall not be increased to take account of currency fluctuations.
- 1.6 There shall be no indexation linked increases applied to the Charges under this Call-Off Contract.

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1.7 There shall be no double or multiple charging between the different Charges set out in this Appendix 10.

1.8 For the avoidance of doubt no separate Service Charges shall be payable by the Customer Authority in respect of the following Services:

1.8.1 Analogue Terminal Adapter Services;

1.8.2 Capacity Planning and Management Service;

1.8.3 Voicemail Services; and

1.8.4 Active ports.

All Service Charges for such Services are included within the Service Charges set out in this Appendix 10.

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2 IMPLEMENTATION SERVICE CHARGES AND MILESTONE PAYMENTS

2.1 Implementation Service Charges

2.1.1 Scope of Charges and Cost Allocation

2.1.1.1 The Implementation Service Charges shall be paid to the Contractor with respect to the Contractor's provision of the Implementation Services, delivery of the agreed Implementation Plan and the purchase and transfer of the Contractor Procured Assets to the Customer Authority. The Implementation Service Charges are set out in in Annex 10-1 of this Appendix 10 (Charges and Invoicing).

2.1.1.2 The Contractor's cost for the Implementation Services (including delivery of the Outline Implementation Plan, all management and administration costs, technical staff costs, and expenses, and all testing activities performed in relation to the Implementation Services under the Implementation Plan) have been included in the Implementation Service Charges.

2.1.1.3 The Contractor confirms that the Implementation Service Charges include the cost of the Contractor Procured Assets and the transfer of ownership of such Contractor Procured Assets to the Customer Authority in accordance with Clause 14 of the Call-Off Terms. The Contractor confirms that the Implementation Service Charges also include the cost of procuring the Contractor Procured Software for the Customer Authority and the cost of novating, assigning or otherwise transferring the Third Party Contracts in accordance with Appendix 7 (Customer Authority Equipment and Exclusive Equipment).

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2.1.2 Payment Mechanism, Frequency and Invoicing

2.1.2.1 Payment Mechanism: The Implementation Service Charges are payable as Milestone Payments in accordance with Paragraphs 2.1.2.2 and 2.1.3 below and Paragraph 2 of Schedule 5.1 (Charges and Invoicing).

2.1.2.2 Frequency: The Implementation Service Charges are payable on Milestone basis solely in relation to the Milestones identified in Paragraph 2.1.3 below.

2.1.2.3 Invoicing: The Contractor shall be entitled to invoice eighty per cent (80%) of the relevant Milestone Payment to the Customer Authority for the Milestones set out below in the table in Paragraph 2.1.3 and in Annex 10-1 (Implementation Service Charges), when the Milestone Achievement Certificate has been issued in respect of the related Milestone, as such invoicing is more particularly described in Paragraph 2 of Schedule 5.1 (Charges and Invoicing). The Contractor shall be entitled to invoice the remaining twenty (20%) (subject to Paragraph 2.1.2.4 below) for such Milestones that relate to such relevant Milestone three (3) months after the Final Operational Service Commencement Date, provided that all the Milestones relating to the Operational Service Commencement Dates have attained their Milestone Achievement Certificates and the As-Is Services have also been completed and have attained their Milestone Achievement Certificates.

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2.1.2.4 For the avoidance of doubt, if any Legacy Services that are agreed to be out of scope in accordance with the Change Control Procedure, as described in Clause 3.5.7 under Paragraph 5 of Appendix 16 (Special Terms), have not attained their Milestone Achievement Certificates by Final Operational Commencement Date, the Customer Authority shall still pay the **Milestone Retention Release Payment** (identified in the table in Paragraph 2.1.3 below) if validly due having attained their Milestone Achievement Certificates.

2.1.3 In accordance with this Paragraph 2.1 above and Paragraph 2.1 of Part A of Schedule 5.1 (Charges and Invoicing) of the Call-Off Terms, the following Milestone Payments shall apply:

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Milestone No	Milestone Title	Milestone Date [See Note 1]	Milestone Price 100%	Milestone 80% Payment at Completion	Milestone Final release 20%	Milestone Type (see below)
	All Services shall be delivered from 01/12/15					
1	PID complete					
2	Baseline Documentation Signed off -					
3	Broadband Router Replacement					
4	IP Telephony Pilot Complete					
5	Final Mobile Transition Tranche complete					
6	Cisco Prime Support					
7	OSCD - Mobile Telephony, Mobile service FMO begins					
8	Packeteer transfer completed					

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9	Final IP Telephony Transition Tranche complete					
10	OSCD Refreshed IP Telephony, proceed to FMO and Closure Stage					
11	Packeteer Management Server setup					
12	Milestone Retention Release Payment: 90 days from Final Operational Service Commencement Date					
		TOTAL				

Note 1: Any changes to the Milestone Dates set out above shall be subject to the Change Control Procedure in accordance with Paragraph 2.1 of Schedule 4.1 (Implementation Plan).

Note 2: The Broadband Router Replacement Millstone Price shall be subject to variation by volume.

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3 SERVICE CHARGES

Subject to Paragraph 12 below, in accordance with Paragraph 3.1 of Part A of Schedule 5.1 (Charges and Invoicing) of the Call-Off Terms, the Service Charges set out in Paragraphs 3.1 to 3.4 below shall apply in respect of the Operational Services.

3.1 Overhead / Fixed Service Charges

3.1.1 Scope of Charges and Cost Allocation

3.1.1.1 The Overhead / Fixed Service Charges shall be paid to the Contractor with respect to the Contractor's fixed overhead costs incurred in relation to the provision of the Services provided by the Contractor under this Call-Off Contract. The Overhead / Fixed Service Charges are set out in Annex 10-2 of this Appendix and they shall not change during the Term save as otherwise agreed by the Parties in accordance with Schedule 6.2 (Change Control Procedure).

3.1.1.2 The Contractor's costs and overhead for the management of the Services (including administration, governance, subcontractor management, regulatory compliance and reporting, etc.) have been included in the Overhead / Fixed Service Charges.

3.1.2 Payment Mechanism, Frequency and Invoicing

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3.1.2.1 **Payment Mechanism:** Unless otherwise provided in this Paragraph 3.1.2.1 the Overhead / Fixed Service Charges are payable on a monthly basis in accordance with Paragraph 3.1.2.2 below. The Fixed Service Charge of £636,454 for the break/fix support service for the Packet Switches set out in Annex 10-2 of this Appendix 10 (Charges and Invoices) is payable by the Customer Authority by 1st December 2015.

3.1.2.2 **Frequency:** Subject to Paragraph 3.5 below, the Contractor shall be entitled to commence invoicing the monthly Overhead / Fixed Service Charges in arrears at the end of the first calendar month from the relevant Operational Service Commencement Date and, thereafter, monthly in arrears until the end of the Term.

3.1.2.3 **Invoicing:** The Contractor shall be entitled to invoice the Charges under this Paragraph 3.1 in accordance with Paragraph 14 below and the provisions of Part B of Schedule 5.1 (Charges and Invoicing).

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3.2 Commodity Unit Charges

3.2.1 Scope of Charges and Cost Allocation

3.2.1.1 The Commodity Unit Charges shall be paid to the Contractor with respect to the Customer Authority's usage of the relevant unit cost drivers set out in Appendix 3 (Service Requirements and Contractor Service Description). The number of units in the Commodity Unit Charges at the Effective Date is set out in Appendix 10-3. If the number of units increases or decreases at any time after the relevant Operational Service Commencement Date, the Commodity Unit Charges shall increase or decrease, as applicable, by a corresponding amount as per the unit prices set out in Appendix 10-3.

3.2.1.2 The Commodity Unit Charges cover the variable element of the provision of the Services excluding the Overhead / Fixed Service Charges, Third Party Charges and the Call Data Charges.

3.2.1.3 Each Commodity Unit Charge is fixed for the Term.

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3.2.2 Payment Mechanism, Frequency and Invoicing

3.2.2.1 Payment Mechanism: The Commodity Unit Charges are payable on a monthly basis in accordance with Paragraph 3.2.2.2 below.

3.2.2.2 Frequency: Subject to Paragraph 3.5 below, the Contractor shall be entitled to commence invoicing the Commodity Unit Charges in arrears at the end of the first calendar month from the Operational Service Commencement Date and, thereafter, monthly in arrears until the end of the Term.

3.2.2.3 Invoicing: The Contractor shall be entitled to invoice the Charges under this Paragraph 3.2 in accordance with Paragraph 14 below and the provisions of Part B of Schedule 5.1 (Charges and Invoicing).

3.3 Third Party Charges

3.3.1 Scope of Charges and Cost Allocation

3.3.1.1 The Third Party Charges shall be paid to the Contractor with respect to the Contractor's third party costs incurred in relation to the provision of the Services provided by the Contractor under this Call-Off Contract. The Third Party Charges are set out in Annex 10-4 of this Appendix.

3.3.1.2 The Contractor's cost for all third party costs incurred in the provision of the Services (including costs relating to all shared equipment, costs for all licences, costs relating to third party support and maintenance agreements (including the Third Party Contracts identified in Appendix 7 (Customer Authority Equipment and Exclusive Equipment), etc.) have been included in the Third Party Charges.

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3.3.2 Payment Mechanism, Frequency and Invoicing

3.3.2.1 Payment Mechanism: The Third Party Charges are payable on a monthly basis in accordance with Paragraph 3.3.2.2 below.

3.3.2.2 Frequency: Subject to Paragraph 3.5 below, the Contractor shall be entitled to commence invoicing the Third Party Charges in arrears at the end of the first calendar month from the Operational Service Commencement Date and, thereafter, monthly in arrears until the end of the Term.

3.3.2.3 Invoicing: The Contractor shall be entitled to invoice the Charges under this Paragraph 3.3 in accordance with Paragraph 14 below and the provisions of Part B of Schedule 5.1 (Charges and Invoicing).

3.4 Call Data Charges

3.4.1 Scope of Charges and Cost Allocation

3.4.1.1 The Call Charges are set out in Annex 10-5 of this Appendix and include the cost of calls made to (e.g., freephone numbers) and from the Customer Authority. The Call Charges set out in Annex 10-5 shall not be changed unless otherwise agreed in advance by the Parties in accordance with Schedule 6.2 (Change Control Procedure).

3.4.2 Payment Mechanism, Frequency and Invoicing

3.4.2.1 Payment Mechanism: The Charges under this Paragraph 3.4 are payable on a monthly basis in accordance with Paragraph 3.4.4.2 below.

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3.4.2.2 **Frequency:** Subject to Paragraph 3.5 below, the Contractor shall be entitled to commence invoicing the Charges under this Paragraph 3.4 in arrears at the end of the first calendar month from the Operational Service Commencement Date and, thereafter, monthly in arrears until the end of the Term.

3.4.2.3 **Invoicing:** The Contractor shall be entitled to invoice the Charges under this Paragraph 3.4 in accordance with Paragraph 14 below and the provisions of Part B of Schedule 5.1 (Charges and Invoicing).

3.5 Any Service Charges relating to the Operational Phase that are incurred by the Contractor prior to the commencement of the relevant Operational Service Commencement Date shall not be chargeable nor invoiced to the Customer Authority until the end of the first calendar month from the relevant Operational Service Commencement Date (for the purposes of this Clause 3.5, this shall be known as the 'Original Operational Service Commencement Date'), except that if such relevant Operational Service Commencement Date is moved to a later date by the Customer Authority in accordance with Schedule 4.1 (Implementation Plan), any Service Charges incurred prior to such relevant Original Operational Service Commencement Date shall still be payable by the Customer Authority from the date of such relevant Original Operational Service Commencement Date'.

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4 CATALOGUE CHARGES

- 4.1 The Service Catalogue is set out in Annex 10-6 along with the related Catalogue Charges applicable at the Effective Date for the items identified in the Service Catalogue. For the avoidance of doubt, all costs associated with testing the Services during the Implementation Phase shall be set out and included in the Implementation Service Charges.
- 4.2 At the time the Customer Authority orders an item from the Service Catalogue, the Contractor shall provide the item to the Customer Authority at a price no less commercially advantageous as the price set out in the Service Catalogue.
- 4.3 The Catalogue Charges in Annex 10-6 may change from time to time during the term in accordance with and subject to with Schedule 6.2 (Change Control Procedure).
- 4.4 The Contractor shall collate all Catalogue Charges incurred in any month and issue an invoice monthly in arrears to the Customer Authority. The Contractor shall issue with each invoice a supporting spread-sheet itemising all procured items from the Service Catalogue during the previous calendar month.

5 RATE CARD AND EXPENSES

- 5.1 In accordance with Paragraph 3.6 of Part A of Schedule 5.1 (Charges and Invoicing) of the Call-Off Terms and subject to Paragraph 5.2 below, the Customer Authority shall only pay expenses incurred by the Contractor during the course of performing the Services if they are incurred in accordance with CPS Expenses Policy and provided such expense are agreed in advance in writing with the Customer Authority.
- 5.2 The Contractor shall only be entitled to charge expenses under Paragraph 5.1 to the Customer Authority to the extent that they are incurred in connection with the Contractor providing Services under the Rate Card to the Customer Authority.

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- 5.3 The professional services Day Rates in Annex 10-7 (SFIA Rate Card) shall apply to any chargeable changes which are to be carried out on a time and materials basis as expressly specified in this Call-Off Contract.
- 5.4 The Contractor shall only be entitled to charge the Day Rates applicable in Annex 10-7 to the level of skill and experience reasonably required to fulfil a particular task (whether or not the Contractor has to use more senior personnel or a higher skill grade).
- 5.5 Any work carried out by a function or senior management grade which is not costed in Annex 10-7 is not chargeable to the Customer Authority unless the Customer Authority specifically requests the Contractor to provide an individual of such a grade to support activities not related to the Services, in which case the day rates for such individuals shall be agreed by the Customer Authority and the Contractor and calculated on the same basis as the other Day Rates in Annex 10-7.
- 5.6 If any change or activity is performed by a third party contractor or consultant, the Contractor shall only be entitled to charge the Customer Authority the applicable Day Rates in Annex 10-7 unless the Customer Authority specifically requests to use a specific third party contractor or consultant, in which case, provided the Customer Authority provides its prior written consent, the Contractor shall be entitled to charge the third party contractor's or consultant's reasonable charges on a pass-through basis as agreed between the Parties.
- 5.7 Unless otherwise agreed in advance with the Customer Authority, no charges shall be payable by the Customer Authority in connection with the Contractor preparing and agreeing a Change Request, Service Request or Operational Change and any related Impact Assessments and/or proposals in accordance with the Change Control Procedures. Charges payable in accordance with the Rate Card set out in this Paragraph 5 shall relate to the implementation of chargeable changes only under the Change Control Procedure.

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6 EXIT ASSISTANCE CHARGES

6.1 Unless otherwise stated in the Call-Off Contract:

- 6.1.1 exit assistance requested by the Customer Authority shall be at no cost or charge to the Customer Authority if it is within the scope of an activity already covered by the Charges or is of general nature in accordance with exit assistance obligations of the Contractor under this Agreement;
- 6.1.2 exit assistance requested by the Customer Authority shall be at no cost or charge to the Customer Authority if it relates to a reasonable level of support required by the Customer Authority in relation to a procurement process for any replacement services and/or the replacement of this Call-Off Contract; and
- 6.1.3 the Contractor shall, at the Customer Authority's request and subject to the Customer Authority providing at least fourteen (14) working days' written notice to the Contractor (unless the Parties agree an alternative written notice period), make available experienced and skilled Contractor personnel to assist the Customer Authority for the continued support of the Services for a period of not greater than six (6) months following the relevant exit date and such assistance shall be chargeable at the Day Rates set out in the Rate Card in Annex 10-7.

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6.2 For the purposes of this Paragraph 6, all references to “exit assistance” shall mean the assistance services to be provided by the Contractor as part of the Termination Services and/or the assistance services to be provided in accordance with Schedule 6.4 (Exit Management), including under any Exit Plan. For the avoidance of doubt, all Charges for exit assistance and/or Termination Services shall be to the account of Contractor if such exit assistance and/or Termination Services relate to a termination by the Customer Authority for the default of the Contractor under this Call-Off Contract.

7 DECOMMISSIONING COSTS

7.1 On expiry of the Term of this Call-Off Contract or on the relevant termination date if terminated earlier, the Customer Authority shall be entitled to request in writing that the Contractor decommission all or part of the Customer Authority Equipment and if so specified by the Customer Authority, the Contractor shall decommission such specified Customer Authority Equipment.

7.2 The Customer Authority shall be responsible for the decommissioning costs (which do not include any breakage costs) of the Customer Authority Equipment that it requests to be decommissioned under Paragraph 7.1 above, all such decommissioning costs shall be calculated in accordance with the SFIA Rate Card as attached at Attachment 10-7.

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8 ESTIMATED EQUIPMENT REPLACEMENT COSTS

Subject to Clause 14 of the Call-Off Terms, if the Customer Authority requires, at its sole discretion, any of the Transferring-In Assets listed in Annex 10-8 to be replaced, the Contractor shall procure the relevant equipment to replace such Transferring-In Assets (by using new or used replacement equipment) and the Contractor shall use its use its commercially reasonable endeavours to procure such replacement equipment at a cost lower than the Estimated Equipment Replacement Costs set out in Annex 10-8.

9 RISK PAYMENTS

- 9.1 If a Risk listed in Annex 10-9 occurs during the Term and the Customer Authority requires the Contractor's assistance to address such Risk, the Parties shall meet and agree in good faith the cost of addressing such Risk and such cost shall be payable by the Customer Authority to the Contractor provided the Contractor has taken the mitigation / solution steps identified against the relevant Risk in Annex 10-9.
- 9.2 For the avoidance of doubt, the Contractor confirms that all other risks (other than the Risks set out in Annex 10-9) that could or do arise during the Term are included within and covered by the Charges in this Appendix 10.
- 9.3 Dependencies are set out in Annex 1 of Appendix 16 (Special Terms). For the avoidance of doubt, any Dependencies set out in Annex 10-9 shall be managed under Clause 15.15 of the Call-Off Terms as inserted by Paragraph 10 of Appendix 16 (Special Terms).

10 DELAY PAYMENTS

There are no Delay Payments under this Call-Off Contract. However, the Customer Authority reserves its rights and remedies under the Call-Off Terms in respect of any Delays.

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11 CONTRACT EXTENSION

If the Customer Authority extends the Term in accordance with the Call-Off Contract, the terms and conditions of the Call-Off Contract shall continue to apply save that any changes to the Charges relating to the relevant extension period shall be subject to the agreement of the Parties and documented in accordance with the Change Control Procedure.

12 BASE CASE FINANCIAL MODEL

12.1 The pro-forma Base Case Financial Model is set out in Annex 10-10.

12.2 If there is a conflict between this (i) Appendix 10 (including Annex 10-1 to Annex 10-9 but excluding Annex 10-10); and (ii) Annex 10-10, then the provisions of this Appendix 10 (including Annex 10-1 to Annex 10-9 but excluding Annex 10-10) shall apply and prevail.

13 SUPPORTING DOCUMENTATION

13.1 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:

Addresses for invoices

All written correspondence relating to invoices shall be submitted to

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14 SUBMISSION OF INVOICES

14.1 The Contractor shall be entitled to raise an invoice in respect of any payment which falls payable to the Contractor by the Customer Authority pursuant to this Call-Off Contract.

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14.2 The Customer Authority shall issue the Contractor with a purchase order electronically (including by email) or via the Customer Authority's Purchase to Pay system (once available). The Contractor shall have the ability to submit electronic invoices (including by email) to the Customer Authority, and shall do so in respect of such elements of the Services as specified by the Customer Authority. Without prejudice to the foregoing, the Contractor hereby acknowledges and agrees that the Customer Authority may require the submission of invoices and credit notes via its "Purchase to Pay" system raised in connection with this Agreement as the Customer Authority may reasonably require subject always to the constraints of the Contractor's billing systems. All invoices shall be submitted monthly in arrears.

All written correspondence relating to invoices shall be submitted to:-

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14.3 Invoices for Milestone Payments shall be raised by the Contractor on receipt of a Milestone Achievement Certificate from the Customer Authority.

15 INVOICING PROCEDURE

15.1 The Contractor shall ensure that each invoice contains the information set out in Paragraph 2.4 of Part B of Schedule 5.1 (Charges and Invoicing).

16 INVOICE PAYMENT AND DISPUTES

16.1 Unless otherwise stated in this Call-Off Contract, payment will be made by the Customer Authority within thirty (30) calendar days of receipt of a valid and correct invoice and in accordance with the provisions of this Appendix and Paragraph 3 of Schedule 5.1 (Charges and Invoicing).

16.2 The Customer Authority may dispute, in good faith, any amount specified in an invoice. In these circumstances:

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- 16.2.1 The Customer Authority shall within fifteen (15) days of receipt by it of the disputed invoice notify the Contractor of the reasons for disputing the disputed amount; and
- 16.2.2 The Contractor shall promptly issue a credit note in respect of the disputed amount and if the credit note correctly refers to the disputed sum and is received on or before the fifth Working Day before the end of the calendar month the Customer Authority shall pay the amount set out in the invoice less the amount set out in the credit note on or before the last Working Day of the calendar month. Otherwise, the Customer Authority shall pay the undisputed amount as soon as reasonably possible on or before the fifth Working Day following receipt of the credit note.
- 16.3 The Customer Authority and the Contractor shall use all reasonable endeavours to resolve any dispute over invoices within fifteen (15) days of the dispute being raised in accordance with the procedures set out in Schedule 6.3 (Dispute Resolution Procedure), after which period either Party may refer the matter for resolution in accordance with Schedule 6.3 (Dispute Resolution Procedure). Where a dispute in relation to a disputed invoice is subsequently resolved:
- 16.3.1 The Contractor shall within fifteen (15) days submit a new invoice for the corrected amount which the Customer Authority shall pay as soon as reasonably possible, if received on or before the fifth Working Day before the end of the month in which the disputed invoice was originally issued, or
- 16.3.2 In the event that the original invoice is resolved to have been correct, for the purposes of Paragraph 16.1, the date of receipt of the invoice shall be taken to be the date on which the dispute is agreed by the parties to have been resolved, and

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- 16.3.3 The thirty (30) day period referred to in Paragraph 16.1 shall be replaced with a fifteen (15) day period provided that the resulting date by which payments is to be made is not earlier than thirty (30) days after receipt of the original invoice.

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ANNEX 10-1

IMPLEMENTATION SERVICE CHARGES

Implementation Service Charges

The Implementation Service Charges are made up of 11 Milestones with an additional 12th Milestone included for Milestone Payment 20% retention release.

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<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
1	PID Complete					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
2	Baseline Documentation Sign Off					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
3	Broadband Router Replacement					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
4	IPT Pilot Complete					

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<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
5	Final Mobile Transition Tranche Complete					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
6	Cisco Prime Support Fee					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
7	OSCD - Mobile Telephony, Mobile Service, FMO begins					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
8	Packeteer Transfer Completed					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>

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9	Final IP Telephony Tranche Complete					
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<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
10	OSCD Refreshed IP Telephony proceed to FMO and Closure Stage					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
11	Packeteer Management Server Setup					

<u>Milestone No</u>	<u>Milestone Description</u>	<u>Milestone Date</u>	<u>Milestone Price 100%</u>	<u>Milestone 80% Payment at Completion</u>	<u>Milestone Final release 20%</u>	<u>Milestone Type (see below)</u>
12	Milestone Retention Payment Release		90days following final delivery date of all Milestones			

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Bill of Materials (BOM)

The Bill of Materials cost for this service relates to:

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Description	No of Units	Unit Cost	Total Cost	Mark Up	Total Cost

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ANNEX 10-2
OVERHEAD / FIXED SERVICE CHARGES

1. OVERHEAD / FIXED SERVICE CHARGES

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Service	Description	Fixed Charge	Charging Period
LAN Switches			Monthly
Service	Description	Fixed Charge	Charging Period
Uninterruptable Power Supply (UPS)			Monthly
Service	Description	Fixed Charge	Charging Period
CPSD Call Distribution Solution (Solidus)			Monthly

Service	Description	Fixed Charge	Charging Period
Data Cabling Services			Monthly

Service	Description	Fixed Charge	Charging Period
Network			Monthly

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Service	Description	Fixed Charge	Charging Period
Management			
Service	Description	Fixed Charge	Charging Period
Packet Switches			

Service	Description	Fixed Charge	Charging Period
Packeteer Management Server Hosting Service			Monthly

Service	Description	Fixed Charge	Charging Period
Central Operator Service			Monthly

Service	Description	Fixed Charge	Charging Period
LAN Management			Monthly

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Service	Description	Fixed Charge	Charging Period
Mobile Management			Monthly

Service	Description	Fixed Charge	Charging Period
Service Desk 2nd Line Support Services			Monthly

Service	Description	Fixed Charge	Charging Period
Service Delivery Management			Monthly

Service	Description	Fixed Charge	Charging Period
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OFFICIAL

Service	Description	Fixed Charge	Charging Period
PSN Levy	The PSN Levy Service Charge set by the Crown Commercial Services of 1.65% per Service charged will be invoiced by the Contractor in accordance with Paragraph 2.12 of Schedule 5.1 (Charges and Invoicing).during the Term.	1.65%	Per Invoice

OFFICIAL

Annex 10-2 - Attachment 1

Master Site List



Master Site List
v3.2.xlsx

FINAL

OFFICIAL

ANNEX 10-3
COMMODITY UNIT CHARGES

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge
LAN Switches				

Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge
IP Office Phones				

Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge
FAX Machines				

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Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge

Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge
Uninterrupta ble Power Supply (UPS)				

Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge
Direct Exchange Lines (DEL) (includes CPSD homework er phone lines and fax lines)				

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Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge

Service	Description	Baselin e Volume Cost Driver	Unit Charge	Total Monthly Charge
ISDN Lines				

Service	Description	Baseline Volume Cost Driver	Unit Charge	Total Monthly Charge
Broadband				

	Description	Unit Charge	Charging Period
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	Description	Unit Charge	Charging Period
Mobile tariff Service			monthly

Service	Description	Unit Charge	Charging Period
Blackberry Service Charges			Monthly

Service	Description	Unit Charge	Charging Period
4G Data Card / dongle tariff Service Charges			Monthly

OFFICIAL

**ANNEX 10-4
THIRD PARTY CHARGES**

The Parties agree that at the Effective Date the Third Party Charges are included within the other Charges set out in this Appendix 10, including in relation to the Third Party Contracts set out in Annex 7-7 (Third Party Contracts) of Appendix 7 (Customer Authority Equipment and Exclusive Equipment). Any new Third Party Charges not so included shall be subject to agreement via the Change Control Procedure.

OFFICIAL

**ANNEX 10-5
CALL DATA CHARGES**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Service	Description		Unit Charge £ /minute	
CPSD Managed Call Service and Incoming 0800 Call Charges	Managed Call Service – per user			
	Incoming 0800 charges minutes –peak			
	Incoming 0800 charges minutes – evenings			
	Incoming 0800 charges minutes – weekends			

CPSD Managed Call Service and Incoming 0800 Call Charges

Audio Conferencing Bridges

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Attachment 1 – Call Tariff Sheets

**HIPT Off-Net Rate Card
Audio Conferencing Rate Card
Mobile Airtime Tariff Sheet**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

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**ANNEX 10-6
CATALOGUE CHARGES**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Item Description	Unit Charge

OFFICIAL**LAN Switches – Cisco switches****Maintenance**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Device	Qty	Unit Charge / per month	Total
UPSs Maintenance			
Device	Qty	Unit Charge / per month	Total

2. IMAC Order Charges

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

IMAC Order Charges	Annual Volume	Fully installed/ removed unit cost	Total Cost
		self service via Portal	£ -
		self service via Portal	£ -
		self service via Portal	£ -
		self service via Portal	£ -
		self service via Portal	£ -
		self service via Portal	£ -
		self service via Portal	£ -
		self service via Portal	£ -

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OFFICIAL[illegible]

Any IMACs not possible to be undertaken via the self service portal will be carried out under a T&M basis.

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**ANNEX 10-7
RATE CARD**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

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**ANNEX 10-8
ESTIMATED EQUIPMENT REPLACEMENT COSTS**

NONE

FINAL

OFFICIAL

**ANNEX 10-9
RISKS**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

FINAL

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**ANNEX 10-10
PRO FORMA BASE CASE FINANCIAL MODEL**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

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