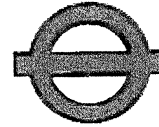


Customer 3172

Transport for London



Call-Off Contract - TEMPLATE

Framework Number: ITC11445 – Reseller and Associated Services
Request Form Number: ITC11445/518_ICT12997

THIS CALL-OFF CONTRACT is made 02/07/18

BETWEEN:

- (1) Transport for London ("the Authority"); and
- (2) Insight Direct (UK) Ltd, a company registered in England and Wales (Company Registration Number 02579852 whose registered office is at The Technology Building, Insight Campus, Terry Street, Sheffield, S92BU ("the Service Provider").

RECITALS:

A. The Contracting Body and the Service Provider have entered into an agreement dated August 2014 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.

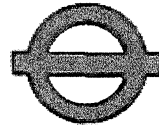
1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references 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

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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 the Call-Off Term stated in Attachment 1 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.

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

SIGNED

For and on behalf of Insight Direct (UK) Ltd

Signature

Name:

Title:

Date:

[Redacted signature area for Insight Direct (UK) Ltd]

SIGNED

For and on behalf of Greater London Authority

Signature

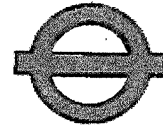
Name:

Title:

Date:

[Redacted signature area for Greater London Authority]

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Deliverables to be provided and associated information

1. Requirement

Set out below is the list of activities that we need the supplier to carry out.

Device: up to 5 Microsoft Surface Pro laptops (the GLA will supply these)

1. **Operating System**
 - Create a Windows 10 task sequence in the GLA's SCCM environment
 - Ensure that the Windows 10 build is updated with latest policies and patches
 - Create and apply GLA specific Group Policies for Windows 10
 - Join each device to Azure AD and AD hybrid domain
2. **Install the latest versions of standard software applications packages (the GLA will provide licences) including:**
 - Office 365 suite
 - Adobe acrobat reader
 - Google Chrome
 - Crowdstrike Anti-virus software
 - Bitlocker hard drive encryption.
3. **Ensure the task sequence can run using 'offline media' for off-site builds.**
4. **Install up to 10 specialist (CoTS) applications on each device. This will involve liaising with vendors to ensure that the applications are Windows 10 compatible.**
5. **Package each specialist application so that each can be deployed for future devices using the GLA's SCCM service. Beyond test deploys, to ensure that the packages can successfully be distributed, the Supplier will not be required to undertake any wider deployment as part of this contract.**
6. **Provide technical support to end users during user acceptance testing and make changes as required (estimated at 10 days).**
7. **Documentation and handover**
 - All work to be fully documented to a level that can be understood by the Technology Group 1st and 2nd Line Servicedesk
 - 2hr presentation.

2. Charges

The Service Provider should set out the Charges for the Deliverables required, their provision and the contract model as set out in Attachment 1, taking into account that, where and to the extent applicable, the rates and mechanisms used to calculate the Charges shall not exceed the rates and shall utilise the mechanisms set out in Schedule 3 of the Framework Agreement.

Windows 10 and Application Delivery Pilot	Estimated duration (working days)	Indicative Price
Initiation including PM		

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Design including PM		
Implementation including PM		
Test including PM		
Pilot including PM		
Handover & Close including PM		
Software packaging work stream*		
Total		

Table 5 - Project Pricing

*Please note: the application packaging item is an estimate based on previous experience with our specialist partner applied to 10 applications of unknown complexity. Actual price may differ after an assessment by OCSL and the specialist partner.

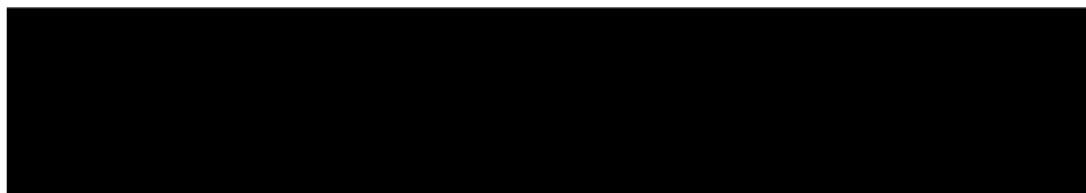


Table 6 - Application Packaging Cost Model

Excluding VAT

Payment Milestones

Professional services payment in full services completed
Software payment in full on installation

3. Timetable

Commencement Date:

Term of the Call-Off Contract: 12 months plus potential extension period of 24 months (in x2 12 month periods)

4. Special Conditions

None

5. The Contracting Body's Call-Off Co-ordinator:

Name:

E-mail address:



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Attachment 2

Service Provider Proposal

1. Proposed Solution



Insight and OCSL
Response.pdf

2. Charges

Windows 10 and Application Delivery Pilot	Estimated duration (working days)	Indicative Price
Initiation including PM		
Design including PM		
Implementation including PM		
Test including PM		
Pilot including PM		
Handover & Close including PM		
Software packaging work stream*		
Total		

Excluding VAT

Payment Milestones

Professional services - payment in full services completed
Software payment in full on installation

3. Proposed Sub-Contractors (if any)

Organised Computer Systems Limited (OCSL)
East House, Newpound, Wisborough Green, Billingshurst RH14 0AZ