		advantages. The typical contents of this workshop includes: • Overview of the technologies in Office 365, and the benefits • How Office 365 supports the users requirement to be more mobile • How the migration to Office 365 and Azure is performed • Licensing On-premise and cloud environments • The security advantages of the Enterprise Mobility Suite • How management is simplified with Intune • Best practice of managing Azure workloads Customers have found true benefit on understanding the technology contents of these suites, often changing their Cloud and licensing strategy as a result of these workshops. Based on feedback from Microsoft and customers, Bytes believes these workshops are truly unique. Customers have stated that other resellers are not able to deliver content to this level of expertise, and we are often asked by Microsoft to deliver the workshops to non-Bytes customers. Azure Management Workshops With the availability of Azure in Microsofts UK Datacentres, Bytes has developed a comprehensive set of services that UK Public Sector organisations can make use of in managing their Azure portfolio. In many cases these workshops can be delivered free of charge to the TfL/GLA, due to bytes obtaining funding from Microsoft.

		There are two types of Azure Management workshops and they cover the following topics: Azure Basics Workshop (One day workshop) • Administrator Portals • User Logins • Creating subscriptions • Spinning up Virtual Machines Azure Advanced Workshop (2 day workshop) • Customer Business Model • Azure Definition • Azure Management Portal • Future State Discussion • Strategy Direction • Whiteboard session on Architecture • Demonstration of future State By going through these workshops, they will prepare the TfL/GLA for the delivery of an Azure Proof of Concept, again something that Bytes could arrange funding for. How Bytes have Helped Bytes have assisted numerous organisations with their move to the cloud. This has been with helping implement all elements of Office 365, SQL, CRM, as well as wrapping the necessary security, management and performance functionality around their cloud infrastructure. As one example to demonstrate our capability, we have helped a large London hospital with their issues of on-premises servers being outdated and pushing costs well beyond budget constraints. They were unable to scale to their needs in peak usage times, and had a lack of disaster recovery options. In addition they had a SQL Server

		failure that resulted in an inability to book patients in or search for patient records. Our team recognised the client's needs most suited a migration of their servers to the Azure cloud. We implemented SQL Server as PaaS (Platform as a Service) to drastically reduce on-premises costs. We made sure that their cloud servers now scale automatically so they are covered for maximum workloads. Additionally, we provided built-in backups and ease of setting up disaster recovery. Overall, Moving to Azure has cut costs significantly. On top of this, scalability has meant our client is only using the resources that they require at any one moment, and vastly improved backup and restore routines mean that in the event of a server failure at the worst possible time, the Trust will be right back on track with no chance of data loss. As for the future for this client, we're currently working on moving all their workloads into Azure, taking advantage of the PaaS platform for costs, scale, speed to market, and functionality. Best Practice example With the deployment of Microsoft cloud technologies, it is essential that they are managed effectively to ensure costs are kept at a minimum, and are kept predictable. For TfL, and its potential utilisation of Azure, Bytes can deliver comprehensive Cloud Platform Management (CPM) services. For Azure especially, it is very easy for customers to spin up

		Azure VMs and allocate resources to them. The challenge is in ensuring the specification of those VMs is appropriate to the workloads, and that VMs are monitored closely to ensure their utilisation is appropriate. If VMs are over specified, or not being used, then this will result in more money being spent than is actually required. Proper Cloud Platform Management is essential in ensuring costs are kept to a minimum. Since Bytes has helped current customers migrate to the cloud, as well as assisted customers who have tried to do the migration themselves, Bytes are aware of many of the pitfalls and challenges that could be faced with a cloud migration, and how to overcome them. Bytes will being this expertise to TfL/GLA to help ensure any transition is smooth and effective. The Bytes Cloud Platform Management managed service will provide TfL a comprehensive and in-depth understanding of Azure cloud usage and costs, with actionable recommendations to improve efficiency, cut costs and enhance performance. It offers: • Clarity into cloud cost drivers, tools for cost allocation along with recommendations for optimising spend and increasing ROI. • Tools for assessing cloud efficiency based on detailed performance and cost metrics, across all deployments and environments. • Securely monitor and optimise your cloud deployment all the

		way from a high-level, aggregated view, down to a single, tagged resource. Management of Microsoft Azure Bytes can obtain enterprise-wide cost transparency, with customised reporting and analytics, for Microsoft Azure cloud deployments. This helps you deploy cloud resources responsibly, taking Azure pricing, performance and efficiency into account • Immediately detect usage spikes and other anomalies to avoid cloud sprawl • Optimally size your VMs for the highest performance-to-price ratio • Dispose of unattached-yet-on-the-clock block-blob storage volumes • Compare Azure VMs cost and performance with comparable EC2 and GCE instances • Simulate "what-if" usage and pricing scenarios for accurate planning of capacity and EA upfront commitments

Central management and assurance	The LSP will define the rules of engagement with The Authority to ensure governance is adhered to as follows: - The management of the agreement will be done centrally in conjunction with The Authorities Contract manager. - All business requests must be validated by the Contract Manager - Quotes can only be requested by the TfL authorities representatives - The LSP will have a team assigned to the account - The LSP will work with the TfL Contract Manager to define rules of engagement Response should include: Detailed description of how the LSP would approach this including the management of - requests directly from the business - quote distribution - assurance - governance - Account team structure Response restriction 1500 words exc pictures	Upon award of contract, Bytes will welcome an initial session with the Authorities contracts manager, to determine the rules of engagement between Bytes and TfL/GLA on the management and governance of the contract. During the initial session, Bytes will seek to identify the individuals from the Authority who will be working on the contract, and who will be making requests in relation to it such as quotes, software assurance benefit utilisation, orders, etc. Roles and Responsibilities from both the Authority and Bytes can be defined to ensure correct communication points are maintained. Bytes will ensure that all contact and decision making around the management of the contract is done with the Authorities Contract Manager, and will also ensure that the Contract Manager is kept informed of any requests from the Authority that may fall outside the defined rules of engagement, and that those requests are not actioned without the authorisation from the Contracts Manager. Bytes will work with the Authorities Contracts Manager to define how to identify business requests coming to Bytes have been validated by the Contracts Manager. This provides assurance that only authorised requests are actioned. For quote requests, Bytes will only action requests that have come from authorised TfL/GLA representatives. If quote requests are received from non-authorised representatives, these will be flagged with the TfL/GLA Contracts Manager. When the Authority is raising requests with Bytes, we do recommend the use of the Bytes

		portal. Bytes can create secure individual log-ins to the portal for multiple TfL/GLA representatives. In creating the logins, we can assign individuals with various levels of access to the portal. For example, giving access to individuals to define if they have authorisation, or not, to: • Raise quotes • View past quotations • View Pricing • View contract status • Place orders, additional restrictions on value as well • Run license reports. • Etc.etc By using the Portal, this gives an extra layer of governance and assurance to the Authority that only the right people are making requests with Bytes. It also allows an easily auditable communications mechanism. The Bytes portal also secures quote distribution to authorised individuals only. If any business requests are being made outside of the Portal, via email/phone etc, then the Bytes Account Management Team for the Authority will maintain a list of 'authorised individuals', from which requests can be made. The Authority contract manager will be informed of any requests from non-authorised individuals before action is taken on those requests. To maintain governance and assurance on Authority requests via email/phone, details of these requests will be captured by the Bytes internal CRM system. For email requests, these are captured automatically. For phone requests, the Bytes representative will input details of the request into the CRM system. In all cases when a quotation is required, Bytes personnel use the Bytes Portal to create quotations, so even if the Authority does not use the Portal to request quotations, they can still be

		viewed through the portal if required. Bytes will define with the authority how quotations should be distributed and to which individuals. Bytes can put processes in place that can cover quotes placed as part of the MS EA contract, and quotes falling outside of it. It can be defined when the contract manager is informed of quotation requests, and the value thresholds of these. The governance of the Microsoft EA contract is managed through the Bytes portal. When setting up the contract, its details are entered into the Bytes portal by Bytes. There are a number of governance policies set up at this time, including: • Product restrictions. The products being provided by the EA contract are identified, then linked to other Microsoft licensing programmes. This provides assurance that the products provided under the EA contract are only supplied through that contract, and not through any other Microsoft licensing programme. Buying those product through other licensing programmes could result in non-compliance or cost inefficiencies. • Pricing restrictions. The Microsoft EA contract will be set up in the portal with Contract pricing fixed within it. This provides assurance that any pricing provided is in line with Microsoft Contract pricing, in line with pricing agreed with the Authority, and is compliant with the margin restrictions through the RM3733 Technology Products 2 framework. If any pricing variance is legitimately required (for example providing extra discounts where available), the Bytes have an automatic internal governance process that requires Director approval to provide that pricing.

		Bytes will work with the Authorities contracts manager on the process for the Authority placing purchase orders with Bytes, and the format and source of those purchase orders. We will only accept orders from the Authority that have been fully approved, and are in a format acceptable by the Authority and Bytes. Policies can be set up that define extra checks dependent on purchase order value, as well as product mix, and whether the product will form part of the EA contract, or will fall outside of it. Bytes recognise that the EA contract is being formed under the Crown Commercial Service RM3733 Technology Products 2 framework. Bytes will work with the Authorities contracts manager to determine if requirements outside of the EA contract should fall under the terms of the RM3733 framework, and therefore follow framework rules for competition, award etc. This provides further assurance that products are supplied from Bytes under the appropriate terms and conditions. As your incumbent provider of your Microsoft Enterprise Agreement, Bytes already have an account team in place for the Authority. This consists of highly experienced individuals, of whom all have worked with Bytes for a considerable length of time, and all have significant knowledge of Microsoft licensing arrangements, and licensing rules. This provides assurance to TfL/GLA that their agreement is being handled in a compliant manner, as well as maximising the use of benefits, and exploiting licensing rights to the full. The Bytes Account Management team to the Authority comprises of: Account management team: Robert Hogg – Account Director -

		MCP Becky Lawrence – Internal Account Executive – MCP Escalation route: Zena Jeffery – Sales Director, Enterprise Chris Swani – Public Sector Sales Director Other Internal Bytes Resources: Microsoft Licensing Analyst – Fabienne Porquet Microsoft Cloud Solution Specialist – Andy Watts Software Asset Management Specialist – Maria Singleton Training and Learning Manager – Rachel Gill Microsoft & Partner Business Manager – Maggie Milner The team is led by your Account Director, Robert Hogg who will be the lead contact point for the Authority in the management of the contract. He will co-ordinate other internal Bytes resources in the delivery of the contract, as well as maintaining the Rules of Engagement from a Bytes perspective. In periods where the Account Director is unavailable (such as holidays), management of the Authorities account with Bytes will pass to his line manager, Zena Jeffery who will be fully aware of the Rules of Engagement, providing further assurance to the management of the contract. The Account Director is supported by an Internal Account Executive, Becky Lawrence. She is responsible for leading the 'day-to-day' operational aspects of managing TfL/GLA as an account. This includes answering general queries and providing advice on licensing, orders, etc; provision of quotations; supporting the Authorities use of Microsoft Licensing portals; ensuring orders and contracts are processed correctly and in a timely manner,

		etc. The account management team will co-ordinate a wider team of specialists within Bytes to assist in the delivery of various aspects of the contract requirements. An Account Team Structure has been provided as a seperate document.
Ad-hoc reporting	The Authority requirements may not be limited to the above requirements and may require additional value-add services through the course the contract The response should consist of a compliance statement confirming that the bidder intends to be compliant to this requirement	Compliant. Bytes understands that requirements may not be limited to those stated in the ITT, and that additional value added services may be required during the lifetime of the contract.
Contract and Schedules	The response should consist of a compliance statement confirming that the bidder intends to be compliant to this requirement.	Compliant. Bytes acknowledge and will operate compliant to the contract T's and C's and additional clauses.
Additonal entities	The LSP should acknowledge that TfL will reserve the right to add additonal agreements on behalf of TfL, TfL Group and the GLA Family throughout the term of LSP agreement.	Compliant. Bytes acknowledge that additional agreements may be added to the contract from TfL, TfL Group and the GLA Family

FRAMEWORKK SCHEDULE 4 – ANNEX 2

TECHNOLOGY PRODUCTS 2 CALL OFF TERMS

TABLE OF CONTENTS

PART 2 – CALL OFF TERMS

TERMS AND CONDITIONS

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) and the Call Off Terms or the relevant Call Off Schedule in which that capitalised expression appear.

1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In this Call Off Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.3.6 references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to “representations” shall be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under this Call Off Contract;

1.3.8 references to “Clauses” and “Call Off Schedules” are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and

1.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.

1.4 Subject to Clauses 1.5, 1.6 and 1.7 in the event of and only to the extent of any conflict between the Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1.4.1 the Framework Agreement, except Framework Schedule 19 (Tender);

1.4.2 the Order Form;

1.4.3 the Call Off Terms;

1.4.4 Framework Schedule 17 (Tender)

1.4.5 the Financed Purchase Agreement, where used.

1.5 Any permitted changes by the Customer to the Call Off Terms and the Order Form under Clause 4 of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Order Form and the Parties entering this Call Off Contract shall prevail over the Framework Agreement.

1.6 If the Customer has specified security requirements in the Order Form and security-related clauses those provisions shall prevail over the Framework Agreement.

1.7 Where Framework Schedule 17 (Tender) contains provisions which are more favourable to the Customer in relation to the Call Off Contract such provisions of the Tender (as applicable) shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Tender and/or the Supplier Call Off Solution (as applicable) is more favourable to it in this context.

1.8 Call Off Contracts under Lot 6 shall comply with Call Off Schedule 4.

2. REPRESENTATIONS AND WARRANTIES

2.1 Each Party represents and warranties that:

2.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;

2.1.2 this Call Off Contract is executed by its duly authorised representative;

2.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and

2.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

2.2 The Supplier represents and warrants that:

2.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

2.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;

2.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;

2.2.4 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;

2.2.5 as at the Call Off Commencement Date, it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;

2.2.6 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Goods by the Customer;

2.2.7 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Contract; and

2.2.8 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

2.3 Each of the representations and warranties set out in Clauses 2.1 and 2.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Contract.

2.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 2.1 and 2.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

2.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

B. DURATION OF CALL OFF CONTRACT

3. CALL OFF CONTRACT PERIOD

3.1 This Call Off Contract shall take effect on the Call Off Commencement Date (being the date that the Order is placed) and shall expire on the later of the satisfactory delivery of the Goods to the Customer or the Call Off Expiry Date, where specified.

C. CALL OFF CONTRACT PERFORMANCE

4. GOODS AND SERVICES

4.1 **Provision of the Goods and Services**

4.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Goods and the Services and the performance of its obligations under this Call Off Contract.

4.1.2 The Supplier shall ensure that the Goods and the Services:

a) comply in all respects with the description of the Goods and the Services in the Order Form (or elsewhere in this Call Off Contract); and

b) are supplied in accordance with the provisions of this Call Off Contract.

4.1.3 The Supplier shall perform its obligations under this Call Off Contract in accordance with:

a) All applicable Law;

b) Good Industry Practice;

c) The Standards;

d) The Security Policy;

e) The ICT Policy (if so required by the Customer); and

f) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 4.1.3a) to 4.1.3e).

4.1.4 The Supplier shall:

a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Goods and the Deliverables, if any, in accordance with this Call Off Contract;

b) subject to Clause 10.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Goods and the Services;

c) minimise any disruption to the Customer's operations when providing the Goods and the Services;

d) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;

e) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Goods and the Services;

f) deliver the Goods and the Services in a proportionate and efficient manner;

g) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract; and

h) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract.

4.1.5 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

4.2 **Time of Delivery of the Goods**

4.2.1 The Supplier shall provide the Goods and the Services on the date(s) specified in the Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any). Such provision shall include compliance with the obligation on the Supplier set out in Clause A1 (Implementation Plan) where used.

4.2.2 Subject to Clause 4.2.5, where the Goods are physically delivered by the Supplier, the point of delivery shall be when the Goods are removed from the transporting vehicle and transferred at the Sites.

4.2.3 At the Customer's option, Delivery of Goods shall include unloading and stacking of the Goods by the Supplier Personnel at such place as the Customer shall reasonably direct. Where the Goods are collected by the Customer, the point of delivery shall be when the Goods are loaded on the Customer's vehicle.

4.2.4 Unless expressly agreed to the contrary, the Customer shall not be obliged to accept delivery of the Goods by instalments. If, however, the Customer does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its Delivery shall, without prejudice to any other rights or remedies of the Customer howsoever arising, entitle the Customer to terminate the whole or any unfulfilled part of this Call Off Contract for material Default without further liability to the Customer.

4.2.5 Where the Customer has specified any Installation Works in the Order Form (or elsewhere in this Call Off Contract), Delivery shall include installation of the Goods by the Supplier Personnel at the Sites or at such place as the Customer shall reasonably direct.

4.2.6 The Supplier shall undertake timed deliveries and out-of-hours deliveries as specified in the Order Form (or elsewhere in the Call-Off Contract). Timed delivery is delivery on a specified date and within a defined time range specified by the Customer on that date.