

Customer 3191

Transport for London



Call-Off Contract - TEMPLATE

Framework Number: ITC11445 – Reseller and Associated Services
Request Form Number: ITC11445/519 [REDACTED] ICT13019

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



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.



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: _____

A large black rectangular redaction box covering the signature and name fields. To the right of the box, there are four horizontal lines corresponding to the labels 'Signature:', 'Name:', 'Title:', and 'Date:'.

SIGNED

For and on behalf of Greater London Authority

Signature: _____

Name: _____

Title: _____

Date: _____

A large black rectangular redaction box covering the signature and name fields. To the right of the box, there are four horizontal lines corresponding to the labels 'Signature:', 'Name:', 'Title:', and 'Date:'.



Attachment 1

Deliverables to be provided and associated information

Requirement

Project objectives and outcomes.

The objective of this project is to enable a flexible wide area infrastructure which allows the GLA to make use of multiple connections to the internet and allows the GLA to build and consume public cloud services, in particular Azure public cloud services. This will be achieved by implementing an SD-WAN infrastructure and associated infrastructure configuration changes that will deliver the following outcomes:

- a) Enable load balanced / automatic failover connectivity using the GLA's TfL MAN connection and our (up to) 24Gbit secondary internet connection for connectivity to the internet and cloud services for all desktop and wifi devices within City Hall.
- b) Allow for satellite sites to be connected to the internet and cloud services and connectivity back to the GLA.
- c) Configure Azure infrastructure and enable the specific connections required for Azure infrastructure cloud services.
- d) Remove the GLA's reliance upon its private cloud environment for Microsoft Active Directory authentication.

Design

The solution proposed must meet the following success criteria:

- a) Must be innovative and use the latest capabilities in networking technologies and standards, we do not want a design that replaces like for like but want you to submit design that is truly innovative, cost effective, secure and fit for the next decade without major alterations. The proposed solutions should be resilient, provide flexibility for capacity and growth and meet best industry practises. Due consideration should be given to a flexible network due to a building risk of flooding and to provide the ability to easily and quickly increase bandwidth.
- b) Comply with all UK / EU security standards applicable to networks.
- c) Must clearly show how money can be saved by re-using as much of the existing network infrastructure as possible, without compromising on innovation, quality or standards (including security standards).

Equipment and Licences

Following extensive market research, the GLA have decided upon Cisco Meraki technology for the SD-WAN solution and Microsoft Azure for our public cloud services. Consequently, the below equipment and licences have been identified. All of the below equipment must be supplied with 5 year licences.



Office name	Location	Function	Approx. users	Meraki	Quantity
		Head Office	1200	MX450	2
		Private cloud location	n/a	MX450	1
		Overflow office and BC centre.	200		2
		Main corporate office	196	MX450	2
		Park ops & security	60	MX84	1
		Construction management	10	MX65	1
		Visitor centre	2	MX65	1
		Emergency control room	2 hot desks	MX84	1

Any alternatives equipment levels will need to be justified and would need to address the design principles outlined above.

Implementation

The GLA are looking to implement the first phase (City Hall, main data centre and building the Azure connectivity) during July 2018 and the implementation of satellite sites during September 2018. Within these constraints the implementation plan must meet the following success criteria and addresses the following considerations:

- Must provide a clear and detailed implementation plan with defined milestones, dates, dependencies and roles and responsibilities.
- Must provide a thorough risk and issue management plan and approach.
- Must ensure that the GLA Technology Group and you will work as one team for the duration of the project.
- Must knowledge transfer to our engineers the management of the equipment and the new network (our engineers are already familiar with the management of Meraki equipment but will need full knowledge transfer of the options used and configurations made).
- Must ensure the correct experience, skills and qualifications of the people you will supply to manage and deliver this project.
- Must documented the configurations and settings used for the solution and provide this to the GLA Technology Group.

Support and maintenance

It is expected that a warranty period of at least 30 days will be provided with the solution.



Project scope and further details

Within scope of this project is the hardware, licences, design, installation and handover associated with achieving the SD-WAN and Azure public cloud requirements articulated in this document. Further details are provided below.

- a) Licencing: all required Cisco licences (5 year option) are within scope however all relevant Microsoft licences are out of scope (as these are dealt with separately under the GLA's existing Microsoft Enterprise Agreement). Any other relevant licence requirements for the proposed solution must be clearly articulated and costed.
- b) Azure: within scope are the configuration and build options and documentation for datacentre networking, cross-site connectivity, storage, management, operational practices and naming conventions. Also the creation of the following within all GLA domains:
 - Creation of required supporting components – Resource Groups, Availability Groups, with associated naming convention standards.
 - Creation of Azure Virtual Network containing front end, backend and gateway subnets
 - Creation of Network Security Groups (NSGs) to secure the subnets appropriately
 - Deployment of two ADDS DCs in Azure to extend the existing forest to the cloud.
 - Deployment of two AD FS web farm nodes in Azure to extend the existing federation service to the cloud.
 - Deployment of two WAP servers to extend the existing web farm to the cloud.
 - Deployment of additional WAP server on-premises to provide a highly-available service. Configuration of Azure Traffic Manager to provide global load balancing across the Azure AD FS service and the on-premises AD FS service.
- c) SD-WAN: within scope of the SD-WAN implementation is the following

Stage	Item	Detail
Initiation	Project Definition Workshop (PDW)	<ul style="list-style-type: none"> • Requirements • Scope • Deliverables • Approach • Timings and scheduling
Design/Test Plan	Design Workshop(s)	<ul style="list-style-type: none"> • High Level Design Detail Capture • Detail Level Design Detail Capture (Design workshops may be combined)
Design/Test Plan	Discovery	<ul style="list-style-type: none"> • Discovery of sites and the services users access on the pilot site
Design/Test Plan	Solution Design	<ul style="list-style-type: none"> • Provision of the following design documents: <ul style="list-style-type: none"> ○ High Level Design ○ Detailed Level Design



Design/Test Plan	Test Plan and Prerequisites	<ul style="list-style-type: none"> • Provision of a combined test plan and pre-requisites document.
Build/Configure	Central Architecture	<ul style="list-style-type: none"> • Deployment of the central architecture into the main GLA sites followed by the GLA satellite office followed by the LLDC locations. This will cover: <ul style="list-style-type: none"> ○ Physical installation of hardware appliances at City Hall ○ Deployment of one cloud-based appliance into Azure ○ Integration into cloud management platform and update all firmware ○ Configuration of sites and all virtual connectivity ○ Deployment of all path selection policies ○ Integration into the production/external networks
Test	Test Plan Execution	<ul style="list-style-type: none"> • Work with GLA resources to execute the test plan to ensure the solution meets the original designs and remediate any configuration settings if required.
Handover	Solution Handover	<ul style="list-style-type: none"> • Conduct 1 day handover workshop to ensure that GLA understand and can support the deployed solution.

1. 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.

A formal quotation on Company letter headed paper is required, see below;



Insight GLA
SD-WAN and Azure

Professional Services for SD-WAN and Azure Infrastructure
Phase 1 – City Hall and DC

Services	Costs
Workstream 1 – SD-WAN - Professional services discovery, design and initial build.	
Workstream 2 – SD-WAN – Estimated remaining professional services	



Workstream 3 – Azure Infrastructure – Professional services	
Total	

Table 1 – Phase 1 Professional Services Pricing summary

Phase 2 – LLDC Offices

Services	Costs
SD-WAN - Professional services discovery, design and initial build.	
SD-WAN - Estimated remaining professional services	
Total	

Table 2 - Phase 2 Professional Services Pricing summary

Optional Phase 3 – Union Street

Services	Costs
SD-WAN – Estimated professional services	
Total	

Table 3 - Phase 3 Professional Services Pricing summary



1.1 Hardware and licencing costs are set out below.

	MX450-HW	Meraki MX450 Cloud Managed Security Appliance		
	LIC-MX450-SEC-5YR	Meraki MX450 Advanced Security License and Support, 5YR		
	LIC-VMX100-5YR	Meraki vMX100 License and Support, 5YR		
	MX250-HW	Meraki MX250 Cloud Managed Security Appliance		
	LIC-MX250-SEC-5YR	Meraki MX250 Advanced Security License and Support, 5YR		
	MX84-HW	Meraki MX84 Cloud Managed Security Appliance		
	LIC-MX84-SEC-5YR	Meraki MX84 Advanced Security License and Support, 5YR		
	MX65-HW	Meraki MX65 Cloud Managed Security Appliance		
	LIC-MX65-SEC-5YR	Meraki MX65 Advanced Security License and Support, 5YR		

1.2 A commercial summary of the estimated Hardware and License requirements for this project are set out below (subject to confirmation following low level design).

Phase 1				
Workstream 1				
2	MX450-HW	Meraki MX450 Cloud Managed Security Appliance		
2	LIC-MX450-SEC-5YR	Meraki MX450 Advanced Security License and Support, 5YR		
2	MX450-HW	Meraki MX450 Cloud Managed Security Appliance		
2	LIC-MX450-SEC-5YR	Meraki MX450 Advanced Security License and Support, 5YR		
Workstream 2				
1	LIC-VMX100-5YR	Meraki vMX100 License and Support, 5YR		
Total Phase 1				
Phase 2				
2	MX250-HW	Meraki MX250 Cloud Managed Security Appliance		
2	LIC-MX250-SEC-5YR	Meraki MX250 Advanced Security License and Support, 5YR		
2	MX84-HW	Meraki MX84 Cloud Managed Security Appliance		



2	LIC-MX84-SEC-5YR	Meraki MX84 Advanced Security License and Support, 5YR	
2	MX65-HW	Meraki MX65 Cloud Managed Security Appliance	
2	LIC-MX65-SEC-5YR	Meraki MX65 Advanced Security License and Support, 5YR	
Total Phase 2			
Phase 3			
2	MX250-HW	Meraki MX250 Cloud Managed Security Appliance	
2	LIC-MX250-SEC-5YR	Meraki MX250 Advanced Security License and Support, 5YR	
Total Phase 3			

Table 4 – Hardware and License Pricing summary

2. Timetable

Commencement Date: July 2018

Term of the Call-Off Contract: 24 months from commencement date

3. Special Conditions

The intellectual property associated with the network design or related documents created as part of this procurement and that form part of the winning bid must belong to the GLA and be available to the GLA for reuse.

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

Name:

E-mail address:

[Attachment 2](#)

Service Provider Proposal

1. Proposed Solution



Insight GLA
SD-WAN and Azure

2. Charges

See Proposed Solution above.



Commercial Summary

In planning and costing this engagement, Insight/OCSL has adopted an estimated fixed price for fixed scope basis based upon the scope in this SoW as at the date of the signed Agreement. Exact professional services cost will be divided up as indicated below. A day rate of [REDACTED] will be used to calculate deviations. Schedule 6 below will be used to authorise deviation.

The total charge for the delivery of the agreed scope (excluding VAT) of this Statement of Work is as per the Pricing summary below and is split into two areas of:

- Professional Services for SD-WAN and Azure Infrastructure, and
- Hardware and License requirements for each of the three phases.

Professional Services for SD-WAN and Azure Infrastructure

Phase 1 – City Hall and DC

Services	Costs
Workstream 1 – SD-WAN - Professional services discovery, design and initial build.	[REDACTED]
Workstream 2 – SD-WAN – Estimated remaining professional services	[REDACTED]
Workstream 3 – Azure Infrastructure – Professional services	[REDACTED]
Total	[REDACTED]

Table 5 – Phase 1 Professional Services Pricing summary

Phase 2 – LLDC Offices

Services	Costs
SD-WAN - Professional services discovery, design and initial build.	[REDACTED]
SD-WAN - Estimated remaining professional services	[REDACTED]
Total	[REDACTED]

Table 6 - Phase 2 Professional Services Pricing summary

Optional Phase 3 – Union Street

Services	Costs
SD-WAN – Estimated professional services	[REDACTED]
Total	[REDACTED]

Table 7 - Phase 3 Professional Services Pricing summary



Hardware and licencing costs are set out below.

	MX450-HW	Meraki MX450 Cloud Managed Security Appliance		
	LIC-MX450-SEC-5YR	Meraki MX450 Advanced Security License and Support, 5YR		
	LIC-VMX100-5YR	Meraki vMX100 License and Support, 5YR		
	MX250-HW	Meraki MX250 Cloud Managed Security Appliance		
	LIC-MX250-SEC-5YR	Meraki MX250 Advanced Security License and Support, 5YR		
	MX84-HW	Meraki MX84 Cloud Managed Security Appliance		
	LIC-MX84-SEC-5YR	Meraki MX84 Advanced Security License and Support, 5YR		
	MX65-HW	Meraki MX65 Cloud Managed Security Appliance		
	LIC-MX65-SEC-5YR	Meraki MX65 Advanced Security License and Support, 5YR		

A commercial summary of the estimated Hardware and License requirements for this project are set out below (subject to confirmation following low level design).

Phase 1				
Workstream 1				
2	MX450-HW	Meraki MX450 Cloud Managed Security Appliance		
2	LIC-MX450-SEC-5YR	Meraki MX450 Advanced Security License and Support, 5YR		
2	MX450-HW	Meraki MX450 Cloud Managed Security Appliance		
2	LIC-MX450-SEC-5YR	Meraki MX450 Advanced Security License and Support, 5YR		
Workstream 2				
1	LIC-VMX100-5YR	Meraki vMX100 License and Support, 5YR		
Total Phase 1				
Phase 2				
2	MX250-HW	Meraki MX250 Cloud Managed Security Appliance		
2	LIC-MX250-SEC-5YR	Meraki MX250 Advanced Security License and Support, 5YR		
2	MX84-HW	Meraki MX84 Cloud Managed Security Appliance		
2	LIC-MX84-SEC-5YR	Meraki MX84 Advanced Security License and Support, 5YR		
2	MX65-HW	Meraki MX65 Cloud Managed Security Appliance		
2	LIC-MX65-SEC-5YR	Meraki MX65 Advanced Security License and Support, 5YR		
Total Phase 2				
Phase 3				



2	MX250-HW	Meraki MX250 Cloud Managed Security Appliance	
2	LIC-MX250-SEC-5YR	Meraki MX250 Advanced Security License and Support, 5YR	
Total Phase 3			

Table 8 – Hardware and License Pricing summary

Payment Milestones

Hardware payment in full on delivery
 Professional Services payments will be made upon completion of each workstream as set out in the above commercial summary.

3. Proposed Sub-Contractors (if any)

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

SCHEDULE 6 - FORM FOR VARIATION

Calculation of variance will be based upon a day rate of [REDACTED]

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.



DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed