



**Request for Proposal**

**Toll Service Provider (TSP) Service**

**SSA-L, Appendix 5**

**Administrative Provisions**

## Version log

Version	Initials	Date	Comments/amendments
0.1	OH	08.07.2019	Document created from ANPR/MIR
0.8	EE	27.12.2019	Draft for discussion
1.0	HL	04.02.2020	Released for announcement

## Contents

<b>1.</b>	<b>Introduction .....</b>	<b>4</b>
1.1	General .....	4
1.2	Costs .....	4
1.3	Authorized representatives of the parties .....	4
<b>2.</b>	<b>Collaboration between the parties .....</b>	<b>5</b>
2.1	General .....	5
<b>3.</b>	<b>Customer key roles .....</b>	<b>5</b>
<b>4.</b>	<b>Supplier organization and roles .....</b>	<b>6</b>
4.1	Supplier organization and roles .....	6
4.2	Supplier roles .....	6
4.3	Operational meetings .....	7
4.3.1	<i>Documentation and reporting .....</i>	<i>8</i>
4.3.2	<i>Documentation of escalated issues .....</i>	<i>8</i>
<b>5.</b>	<b>Staffing requirements and key personnel .....</b>	<b>8</b>
<b>6.</b>	<b>Reporting routines .....</b>	<b>9</b>
6.1	Monitoring and logging .....	9
6.2	Reporting and notifications .....	10
<b>7.</b>	<b>Operational routines .....</b>	<b>11</b>
7.1	Introduction .....	11
7.2	Process for configuration management .....	11
7.3	Process for management of incidents and problems .....	11
7.4	Process for change management .....	11
7.5	Procedures for change requests .....	11
7.6	Testing .....	12
<b>8.</b>	<b>Coordination and use of third parties, sub-Suppliers and vendor collaboration etc. ....</b>	<b>12</b>
8.1	Vendor collaboration .....	12
8.2	Use of Sub-Suppliers .....	12
8.3	Personal data .....	13
<b>9.</b>	<b>General procedures .....</b>	<b>13</b>
9.1	Quality assurance and audits .....	13
9.2	Access to Customer premises and safety .....	14
9.3	Language .....	14

# 1. INTRODUCTION

## 1.1 GENERAL

This Appendix describes the parties authorized representatives, organization, roles and resources regarding follow-up of the Agreement. It also outlines the governance and project procedures necessary to support the services and the delivery processes. It is the obligation of the parties to implement the governance model during the establishment phase.

The governance model is based on the ITIL framework, and it is presupposed that the Supplier can fill the roles that are defined within this framework.

The organization for establishment of the services and the implementation of the establishment phase are set out in Appendix 3.

*Instruction to Tenderer: Text in (blue) < italic > contains instructions to the tenderer as to how this document shall be filled out and completed by the tenderer. Tenderers response shall be made in the colour blue). Any mark-ups beyond the requested response shall be made in Appendix 7. Note that all instructions shall be kept.*

## 1.2 COSTS

All costs on the Supplier's part in connection with the obligations set out in this Appendix 5, shall be considered to be included in the fixed or variable service fee in Appendix 6.

## 1.3 AUTHORIZED REPRESENTATIVES OF THE PARTIES

The authorized representatives mean the human resources authorized to represent a party in the execution of the Agreement. The authorized representatives have the mandate to modify the Agreement, but modifications may only be made by mutual agreement in writing by the authorized representatives of the parties.

Authorised representatives of the parties:

*<The Tenderer to include name, position, telephone and email for the Supplier>*

For the Customer	For the Supplier
<b>Name:</b> Richard Vogt	Name:
<b>Position:</b> Acting CEO	Position:
<b>Telephone:</b> +47 906 85 638	Telephone:
<b>Email:</b> richard.vogt@fjellinjen.no	Email:

*Table 1: Authorized representatives of the parties*

Procedures and notice periods for the replacement of authorized representatives: Change of authorized representatives of the parties shall be notified in writing with minimum 2

months prior notice, unless shorter notice is needed due to situations outside the control of either party. If the Supplier changes its authorized representative, the Supplier is responsible to ensure that the departing representative transfer its experience and knowledge to the new representative. Any costs in such connection are covered by the Supplier.

## 2. COLLABORATION BETWEEN THE PARTIES

### 2.1 GENERAL

In order to achieve effective cooperation between the parties, necessary collaboration arenas and routines shall be established.

The Supplier shall participate with relevant resources and adapt its organization and processes as needed in order to ensure effective governance.

The objectives of the governance structure and process are to continually assure that;

- the results and benefits derived from the Agreement are consistent with the expectations and objectives of both parties;
- the goals, objectives and strategies of both parties are fully understood by each party in order to ensure that efforts and deliverables are aligned towards achieving effective implementation of the Agreement;
- an effective relationship management process exists and is followed including a communication, decision making, reporting and issue resolution process;
- the Customer with reasonable notification can undertake revision or change of the governance model to ensure that the best methods are used for communication and decision making;
- the Agreement and any relevant change orders continues to provide value to the parties throughout the term of the contract.

## 3. CUSTOMER KEY ROLES

The Supplier will collaborate with several roles in the Customer organization. The responsibilities of the different roles are described in the table below.

Role	Description
Sourcing and Contract Manager	Overall responsibility for developing and implementing the sourcing strategy, vendor negotiations and maintenance of contracts and vendor agreements.
Vendor Manager	Responsible for managing vendor relationships and monitoring contractual agreements.
Enterprise Architect	Responsible for standards, policies and roadmaps for the IT architecture target states.

	Also responsible for ensuring that this target state underpins the Customer's strategy and goals.
Infrastructure Architect	Responsible for infrastructure architecture blueprints, policies and standards.
Security and Risk Manager	Leads, plans and controls security and risk management activities across the Customer organization, and responsible for ensuring that Customer operates in accordance with applicable laws and regulations.
Service, Change and SLA Manager	Responsible for ensuring that IT services are delivered according to SLA and OLAs. Ensures that incident and problem processes are performed in accordance with applicable standards. Responsible for requirement specifications, change decisions, and development of infrastructure. Assists in user acceptance testing. Responsible for the Customer SLA and for follow-up of service level targets. Ensures that the IT Service Catalogue is updated and available for the business.
Service Introduction Manager	Responsible for ensuring that both new and changed services are ready for production, and that they fulfill defined criteria before 'go live', including sufficient and agreed testing procedures.
Project Manager - Infrastructure	Responsible for the status, progress and results of infrastructure projects.

Table 3: Overview of Customer roles

## 4. SUPPLIER ORGANIZATION AND ROLES

### 4.1 SUPPLIER ORGANIZATION AND ROLES

*<The tenderer shall include a description of its organization for delivery of agreed services during the term of the contract, including use of sub-supplier and third parties.*

*The Tenderer to include a description of responsibilities, authorities and functions of the roles during the different delivery phases.>*

### 4.2 SUPPLIER ROLES

Supplier shall, as a minimum, ensure staffing of the roles as described in the below table. The Customer will collaborate with these roles.

*<The Tenderer can modify or include additional roles if the changes are considered value adding to this agreement>*

Role	Description
------	-------------

<Supplier name>

Page 6 of 14

Sign. Customer

Sign. Supplier

Contract and Delivery Manager	<p>The Contract and Delivery Manager has the overall responsibility for the Supplier's service deliverables. He/ she is responsible for ensuring that:</p> <ul style="list-style-type: none"> <li>• The Supplier attends meetings as agreed.</li> <li>• Disputed change requests are treated.</li> <li>• Decisions are made as required.</li> <li>• Negotiations are conducted in case of disputes between the parties.</li> </ul> <p>All inquiries that do not concern matters that in this Appendix are designated to specific roles, should be directed to the Contract and Delivery Manager.</p> <p>The Contract and Delivery Manager will help ensure that both parties comply with the Agreement.</p>
Service Manager(s)	<p>The Service Manager(s) is responsible for the operational management and day-to-day follow-up of the delivered services.</p> <p>The Service Manager(s) shall at all times have a holistic overview of the Customer's operation, and is the Customer's point of escalation in case of discrepancies in relation to the agreed service delivery.</p> <p>This role is responsible for financial management in relation to this Agreement.</p> <p>The Service Manager(s) is responsible for ensuring that:</p> <ul style="list-style-type: none"> <li>• The Supplier is staffed with key personnel in accordance to this Appendix.</li> <li>• The services are delivered in accordance with what is set out in Appendix 1 and Appendix 3.</li> <li>• Delivered service quality is in accordance with Appendix 4.</li> <li>• Service improvement suggestions are managed.</li> </ul>

Table 4: Overview of Supplier roles

### 4.3 OPERATIONAL MEETINGS

<b>Objective</b>	The Operational meeting is a meeting place between Customer and Supplier for review of operational performance, discuss issues/ escalations, identify issues to be escalated to the Service Delivery and Commercial Forum (SDCF).
<b>Agenda</b>	<p>The meeting shall be responsible for managing operational issues that may arise during the Agreement, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Technical and operational aspects of existing and new services, including changes.</li> <li>• Review of the vendors' compliance with</li> </ul>

	<p>Service Levels, and discuss deviation/ remedies/ issues/ escalations.</p> <ul style="list-style-type: none"> <li>• Review and adjustments of operational procedures, including procedures manuals etc.</li> <li>• Risk management in accordance with established processes.</li> <li>• Evaluation of any operational improvements and escalation of these to the Commercial forum if applicable.</li> <li>• Review operational reports, including KPI's/ deliverables.</li> <li>• Update operational report with further comments/ input prior to final submission.</li> <li>• Agree on actions related to operations.</li> <li>• Review upcoming planned operational events.</li> <li>• Review action points.</li> <li>• Proactive suggestions to improve the value chain, OLA, performance etc.</li> </ul>
<b>Frequency</b>	Monthly or on demand
<b>Customer participants</b>	The key roles are set out in Chapter 5
<b>Supplier participant</b>	By invitation from the Customer
<b>Facilitator</b>	Supplier
<b>Input</b>	<ul style="list-style-type: none"> <li>• Monthly operational reports</li> <li>• Operational issues</li> <li>• Actions</li> </ul>
<b>Output</b>	<ul style="list-style-type: none"> <li>• Steps to improve efficiency</li> <li>• Escalations to Service delivery and Commercial Forum if relevant</li> </ul>

#### 4.3.1 Documentation and reporting

The Supplier shall in respect of each level, establish and maintain a log of all matters addressed in the applicable forums and document all decisions made in the applicable forum.

#### 4.3.2 Documentation of escalated issues

All escalated issues must be documented throughout the escalation process, including the final solution of the matter.

Detailed escalation pathways and key roles, including procedure and timeline for escalation, will be detailed during the Establishment project.

## 5. STAFFING REQUIREMENTS AND KEY PERSONNEL

The Customer appoints its own key personnel after the Agreement is signed. The Customer

<Supplier name>

Page 8 of 14

Sign. Customer

Sign. Supplier



personnel can consist of both own employees and hired resources.

*<The Tenderer shall include provided key personnel in the table below in this chapter. The Tenderer shall in the first column specify in which partial delivery/ deliveries the key personnel is recommended or if this is a project position. For offered key personnel, the Tenderer shall include CV in Appendix 5, Annex 1.>*

Delivery phase	Role	Name	Experience	Phone	Email
Establishment phase					
Run phase					

*Table 6: Overview of key personnel*

The delivery of the services shall be carried out with the defined key personnel. Supplier's key personnel can only be replaced according to SSA-L, section 11.6.

Any replacement personnel shall have the same level of expertise and knowledge as the departing personnel.

Any replacement shall be notified in writing by the Supplier, with (if possible) minimum 2 months prior written notice. The notice shall contain a comparison and assessment for the departing and incoming personnel, including the CV for the replacement personnel. The Supplier shall ensure that the replacement personnel is given necessary training and that the departing resource transfers knowledge and tasks to this resource. This shall be carried out in a manner that ensures minimum impact to the project. Any costs related to change of personnel, is covered by the Supplier. Where possible the knowledge transfer should last over a notification period (both departing and incoming personnel should work together during the whole period from when change was announced until the departing personnel is rolled-out of the project).

If a named key resource becomes unavailable (for example, long-term illness), a deputy should be able to step into the role within a maximum of five working days, if this is necessary to maintain the benefits of the Agreement. For the Service Manager, a deputy could step into the role within maximum 3 working days. Necessary training of new personnel required for the shift should not involve deterioration of service or delay according to schedule, paid for by the Supplier.

A contact person who takes over the tasks of the named key resource should always be appointed for holidays and other short absence. This person does not have to be the same as designated deputy but should be able to assume duties in a satisfactory manner for a short period.

## 6. REPORTING ROUTINES

### 6.1 MONITORING AND LOGGING

The Supplier will be responsible for monitoring the services and shall report to the

Customer of anomalies or events/ incidents that indicate that all or part of the services are unavailable, in danger of becoming unavailable, or operate with reduced functionality or similar.

The Supplier shall ensure that there is no shortage of capacity in technical infrastructure, such as CPU, memory or storage that prevents the Customer from running applications or perform IT-related tasks with agreed performance/ capacity.

By reoccurrence of events or escalation to a problem, the Supplier shall prepare a plan for improvement, as well as actions to reduce the likelihood of reoccurrence. The division of responsibility between the Supplier and the Customer related to monitoring and logging will be further clarified in the RFP process and negotiations.

The Parties shall through the establishment project agree upon what should be monitored, what will be logged, and the situations in which the client shall be notified.

<Typical items to be monitored are to be described in Appendix 2.>

The Supplier shall monitor the services and delivery processes, including with regard to:

- Availability and response times, cf. Appendix 4
- Infrastructure
- Processes, procedures and routines
- Security (operations and information)

The Supplier shall, in order to record information provided to the Customer, keep a log. Logging shall as a minimum include (and the Customer may request access to) the logs listed in the table below.

Logg	Purpose
Operations and security logs	Relevant factors of importance for stable and safe operations shall be logged, and it should be possible to detect for example abnormal operations or attempted security breaches. By further agreement, these logs shall be available to the Customer.
Event logs	All events shall be recorded and the proceedings shall be traceable.
Problem logs	All problems shall be recorded and the proceedings shall be traceable.
Change log	All changes must be introduced into the traceable history.

Table 7: Overview of logs

## 6.2 REPORTING AND NOTIFICATIONS

<Tenderer to describe tools, web interface, portals or similar that is offered to the

<Supplier name>

Page 10 of 14

Sign. Customer

Sign. Supplier

Customer as interface to reporting. This also concerns reporting in this chapter, but during the Establishment phase the parties may agree this to be practiced differently.>

## **7. OPERATIONAL ROUTINES**

### **7.1 INTRODUCTION**

The Supplier and the Customer shall jointly establish routines, procedures and other descriptions of the processes related to cooperation. Processes for incident, problem and change management will be coordinated between the Supplier and the Customer.

### **7.2 PROCESS FOR CONFIGURATION MANAGEMENT**

The Supplier shall be responsible for its own configuration management of all elements and all the infrastructure that realizes the services. The configuration management shall ensure that the Supplier always has an overview and control of the current configuration of infrastructure and all components of the services.

*<The Tenderer shall describe its process for configuration management here.>*

### **7.3 PROCESS FOR MANAGEMENT OF INCIDENTS AND PROBLEMS**

*<The Tenderer shall describe its process for incident management and problem management in a flow chart. Details of each step in the process shall be described.>*

### **7.4 PROCESS FOR CHANGE MANAGEMENT**

*<The Tenderer is asked to provide the contact information of personnel to be contacted during emergency changes. Contact information must be specified for both inside and outside working hours.>*

The Supplier is responsible for documenting the change management process. The Customer will use their own process flow tool for monitoring and controlling the change process for different types of changes.

All changes must be recorded in the change log.

*<Tenderer shall describe its process for change management in a flowchart. Details of each step in the process shall be described, including how the Customer is notified. Documentation of various types of changes and how different types of changes should be documented, must also be described by the Tenderer.>*

### **7.5 PROCEDURES FOR CHANGE REQUESTS**

If the service involves a change to the Agreement, a written request for service change shall be sent to the Supplier through the Supplier's case flow tools. The Supplier shall, based on the request, prepare a solution proposal in accordance with the Agreement and based on the Customer's draft change order template.

The service proposal should include a description of the service change, as indicated in the Agreement and change order template. All items of the template should be completed by the Supplier, possibly with the answer "none/ not relevant". Establishment time, the establishment cost, duration and potential impact on the agreed price shall be stated.

The Customer shall upon receipt of the solution proposal, decide the solution scope and cost. The Customer must order the change in writing if a change is approved. Changes must be implemented without undue delay after the written order of the Customer.

If the service change requires a change to the Agreement, the Supplier shall ensure that the service change is incorporated into the Agreement.

The Supplier shall keep records of ordered service changes and updates to the Agreement if changes are made.

*<The Tenderer shall describe the procedures for change requests on the basis of the above.>*

## **7.6 TESTING**

Prior to the installation of software patches/ new versions, etc. of an operating system, database and other basic software in the infrastructure, the Supplier shall verify that installation and operation will not disturb relevant/ affected applications.

Prior to the installation of software patches/ new versions, etc., of an application, the Supplier shall verify that installation and operation will not create problems for existing basic software, like an operating system or a database in the infrastructure.

The operational test shall be conducted by the Supplier pursuant to the Supplier's guidelines outlined in more detail in the operational specification.

*<Tenderer is asked to describe the high level guidelines here.>*

If the Supplier believes that a software patch or a part of software cannot be put into operation, the Supplier shall provide the Customer with an exhaustive and written explanation as soon as possible. The Customer may, if deemed appropriate by the Customer, request that the deliverables be adapted in such a manner as to nevertheless enable the software to be put into operation.

## **8. COORDINATION AND USE OF THIRD PARTIES, SUB-SUPPLIERS AND VENDOR COLLABORATION ETC.**

### **8.1 VENDOR COLLABORATION**

*<Tenderer to describe requirements and expectations to vendors and contracts.  
Tenderer to describe preferred governance model with OLA requirements, roles, meeting places, reporting, escalation mechanisms etc.  
Tenderer to list any reservations regarding vendor collaboration.>*

### **8.2 USE OF SUB-SUPPLIERS**

The Supplier is entitled to use sub-Suppliers. All Sub-Suppliers must be listed and approved by the Customer. The Customer must not be impacted by the Supplier's use of sub-

Suppliers beyond the approval of the Supplier.

*<To be completed by the Tenderer>*

Name	Organization no.	Delivery area
<i>&lt;To be completed by Tenderer, if relevant&gt;</i>		

### 8.3 PERSONAL DATA

The Supplier's approved sub-Suppliers that may store, process or delete personal data:

Name	Organisation no.	Delivery area
<i>&lt;To be completed by Tenderer, if relevant&gt;</i>		

## 9. GENERAL PROCEDURES

### 9.1 QUALITY ASSURANCE AND AUDITS

*<The Tenderer shall describe its quality system and quality assurance methods, including procedures, templates, standards, reports and tools for project implementation, and describe how this will be implemented in connection with the delivery of the operational service. The description should also include frequency and how quality assurance will be a part of the project for each phase/ milestone/ partial delivery.>*

Detailed procedures and notification rules with regard to quality audits and development work:

*<The Tenderer shall describe the Customer's possibility to 1) access the Tenderers quality assurance tools/ systems and documentation, 2) participate as an observer in connection with the Tenderer's own quality assurance processes, 3) execute quality reviews of the Supplier's project work and the operational service (as it is at any time).>*

Scope and revision or testing methodology is to be agreed upon for each audit and testing where appropriate. Audits will be based on information about the service as indicated by reports from government regulators and audits conducted by or on behalf of the Supplier and by the completed certification. Customer audits will be based on incurred certifications as far as the certification applies ref. Agreement. Audit is a systematic review, of e.g.

<Supplier name>

Page 13 of 14

Sign. Customer

Sign. Supplier

information security. Audit can include physical inspection of the Supplier, the implementation of safety tests, document review of reports, interviews and random checks, and a review of last years' experience and security incidents.

The Customer may use its own personnel, or may choose to use a third-party auditor or firm for safety testing or auditing. The Supplier shall have a prior opinion on the proposed person. By real and justified (materialized) objections, such as competition conditions, the need for confidentiality and the like, the Supplier is entitled to reject proposed auditors or company. The audit shall be agreed and planned in advance with the Supplier, for the least possible interference with business processes and daily operations.

## **9.2 ACCESS TO CUSTOMER PREMISES AND SAFETY**

The Supplier shall adhere to the Customer's access control rules and instructions with regards to visits or access to Customer premises. The Customer is entitled to reject inquiries for access to Customer premises, provided this does not conflict with the Supplier's possibility to perform its deliverables.

The work will be carried out on Supplier premises, unless something else is agreed.  
*<The Tenderer shall describe their requirements with regard to Customer's location, including number of working places for each phase of the project, if any.>*

## **9.3 LANGUAGE**

Official correspondence between the parties shall be carried out in Norwegian or English language. All end-user communication and training must be in Norwegian language, otherwise to be used when appropriate, and in all oral communication. Documentation shall be in Norwegian or English and be delivered in a standard electronic format, which is compatible with Microsoft Office 2010 or newer.