

DPS Schedule 6

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract RM6124 between CCS and the Agency.

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

ORDER:

Order Number:	TCOM3053
From:	Department for Transport (Customer) Great Minster House, 33 Horseferry Rd, London, SW1P 4DR
To:	Penna Plc (Supplier) 5 Fleet Place, London, EC4M 7RD

Order Start Date:	30/05/2023
Order Expiry Date:	30/05/2026
Order Initial Period:	3 years.
Order Optional Extension Period:	1 year (3+1-year term).

Goods or Services required:	<p>Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter and the Attachment 3 – Statement of Requirements.</p> <p>Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p> <p>The primary users of this contract are the Department for Transport (DfT) and National Highways. All other companies with the Department for Transport including its Executive Agencies and other Arm's Length</p>
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	Bodies (ALBs) may access the services specified in this requirement.
Key Staff:	<p>For the Client:</p> <p>██████████ Department for Transport, Inclusive Transport Campaign - Marketing Email: ██████████ !@dft.gov.uk Contact Number: ██████████</p> <p>██████████ National Highways, Business Services Manager Email: ██████████ @nationalhighways.co.uk Contact Number: ██████████</p> <p>For the Agency:</p> <p>Penna Board Sponsor - ██████████, Penna COO M ██████████ E ██████████ @penna.com</p> <p>Penna Contract Manager – ██████████ M ██████████ E ██████████ @penna.com</p> <p>Penna Client Services Team Manager - ██████████ M ██████████ E ██████████ @penna.com</p>
Guarantor(s)	
Order Contract Charges (including any applicable discount(s), but excluding VAT):	<p>See Annex B – Call-Off Order Charges.</p> <p>This contract is demand led. The authority and its participating agencies and arm's length bodies (ALBs) cannot guarantee volumes and usage.</p> <p>Distribution of anticipated spend:</p>

	<p>Department for Transport:</p> <ul style="list-style-type: none"> • anticipated annual spend £1.5m excluding VAT. • anticipated totals spend for the full contract term, £4.5m excluding VAT. <p>National Highways:</p> <ul style="list-style-type: none"> • anticipated annual spend £3m excluding VAT. • anticipated totals spend for the full contract term £9m excluding VAT.
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges:</p>
Additional Insurance Requirements	NA
Client billing address for invoicing:	<p>Department for Transport:</p> <p>SSa.invoice@sharedservicesarvato.co.uk Shared Services arvato Sandringham Park Swansea Vale Swansea SA7 0EA</p> <p>Payment:</p> <p>3.14. Payment will be made by BACS no later than 30 days of receipt of a valid invoice. We will aim to pay you within 10 days.</p> <p>3.15. We expect you to pay your sub-contractors promptly too (and in any event no later than 30 days from the receipt of a valid invoice) and we may ask about your performance in this area. We have publicised this requirement on our website and encouraged subcontractors to report poor performance through the Cabinet Office's Mystery Shopper Service.</p> <p>If you have any payment queries please contact Shared Services arvato, support desk on telephone number 0844 892 0196</p>

	<p>National Highways:</p> <p>FS Payments, National Highways, The Cube, 199 Wharfside Street, Birmingham, B1 1RN</p> <p>Or payments via email (preferred method) invoices@nationalhighways.co.uk</p>
<p>Additional Terms</p>	<ol style="list-style-type: none"> 1. The merchant credit card fee is variable and subject to merchant rate fluctuations ("Merchant Rate"). Supplier shall review the Merchant Rate on a monthly basis and subject to the Merchant Rate charged the previous month, Supplier shall charge the same onto the Customer less 0.25% each month. 2. Government Communication Service (GCS) Management Charge - All Charges for Goods and Services invoiced to Clients who are Government Bodies will be charged at an additional 1%. This charge is payable by the Client and collected by the Agency on behalf of CCS for GCS. The Agency should add this charge to their charges for all Goods and Services invoiced to such Clients.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter. To be arranged with the respective business areas.

KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

SERVICE CREDIT CAP

NA

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6124*
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)

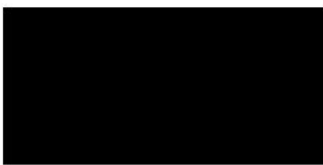



4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
6. *Order Schedule 4 (Proposal)* if any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or like the Goods or Services.

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:	Chief Operating Officer	Role:	DfT Commercial Manager
Date:	23/05/2023	Date:	21/03/2023

ANNEX A - Agency Proposal



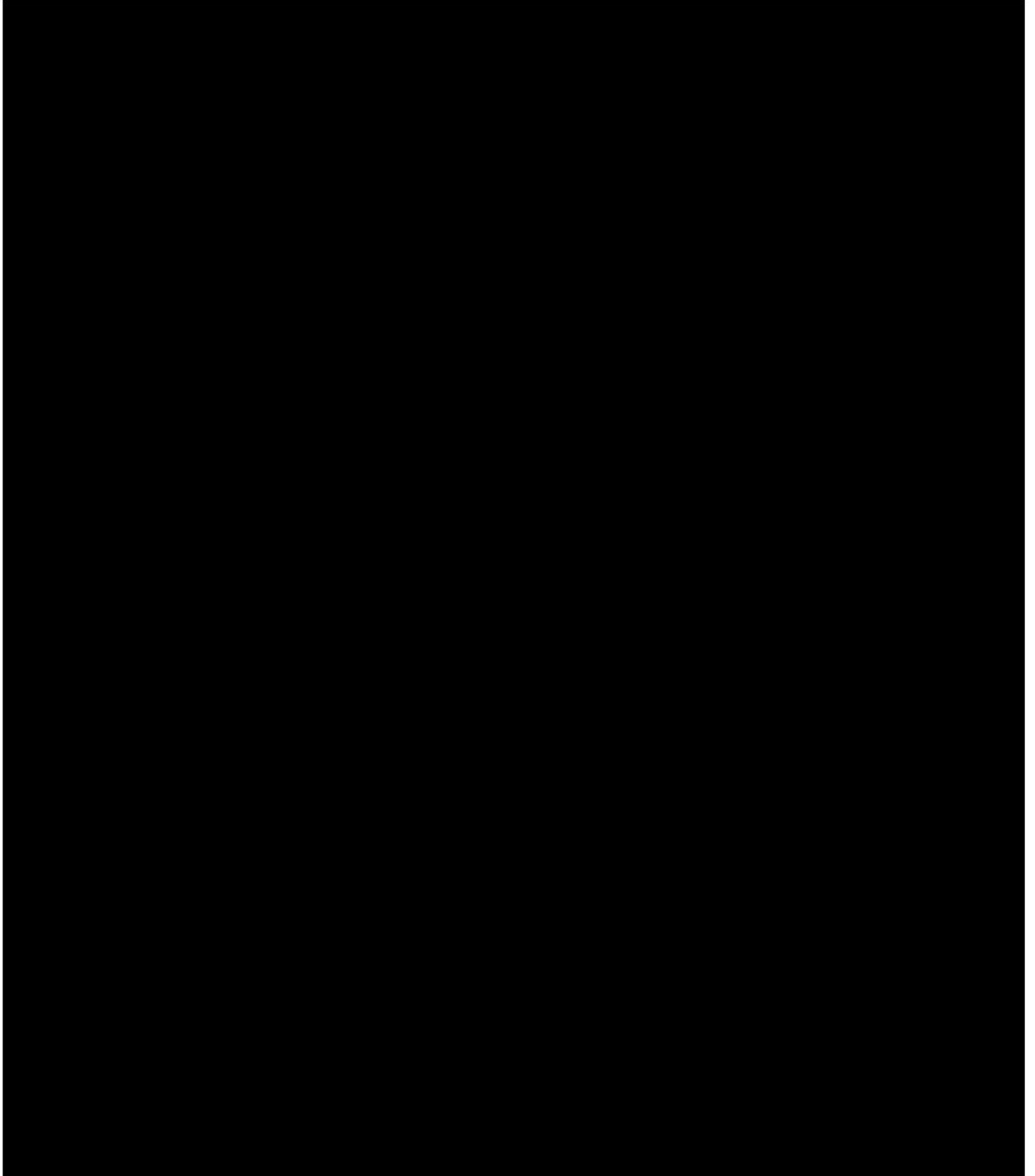
Provision of Public Notices Placement Services

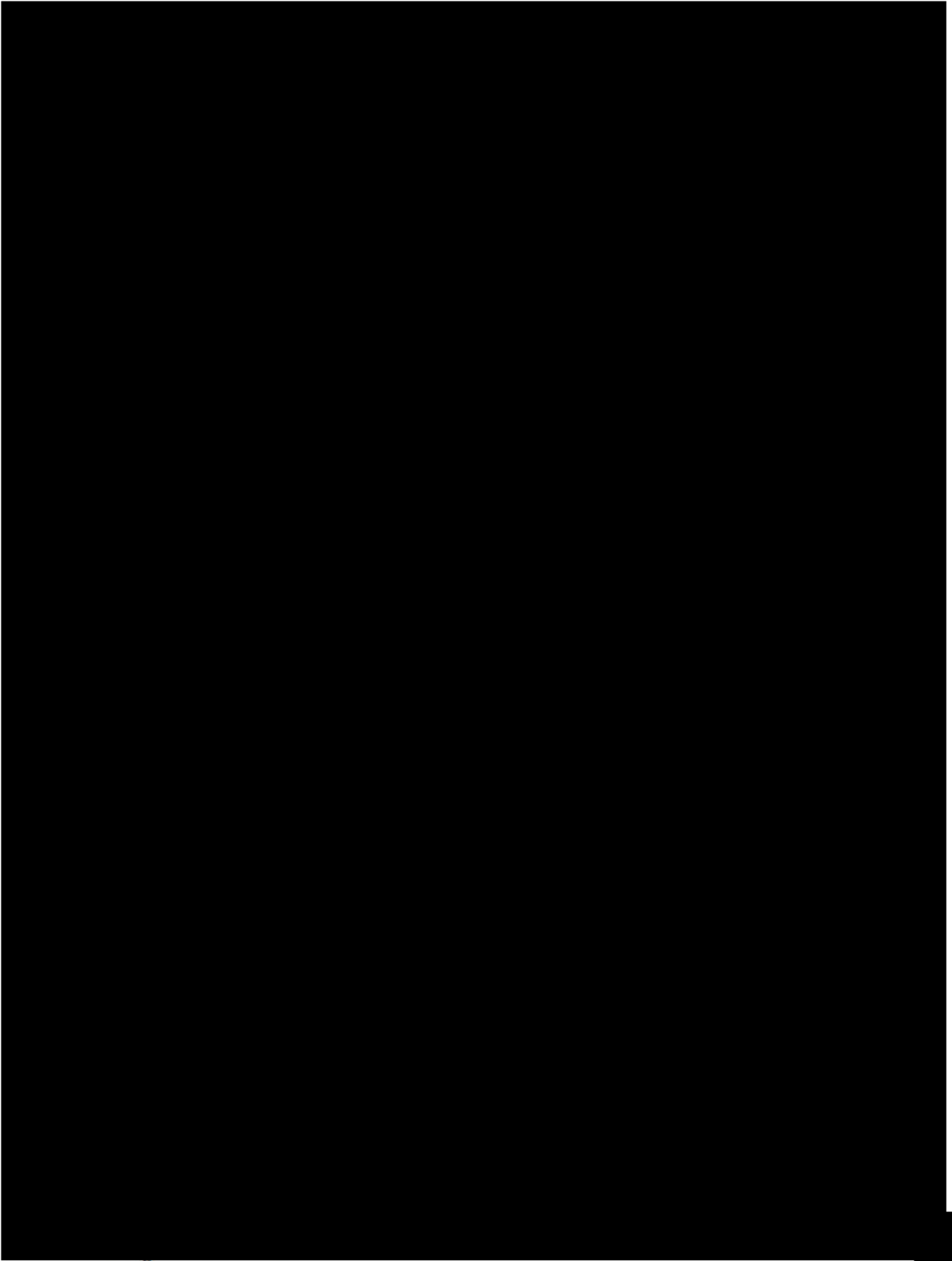
Technical Envelope

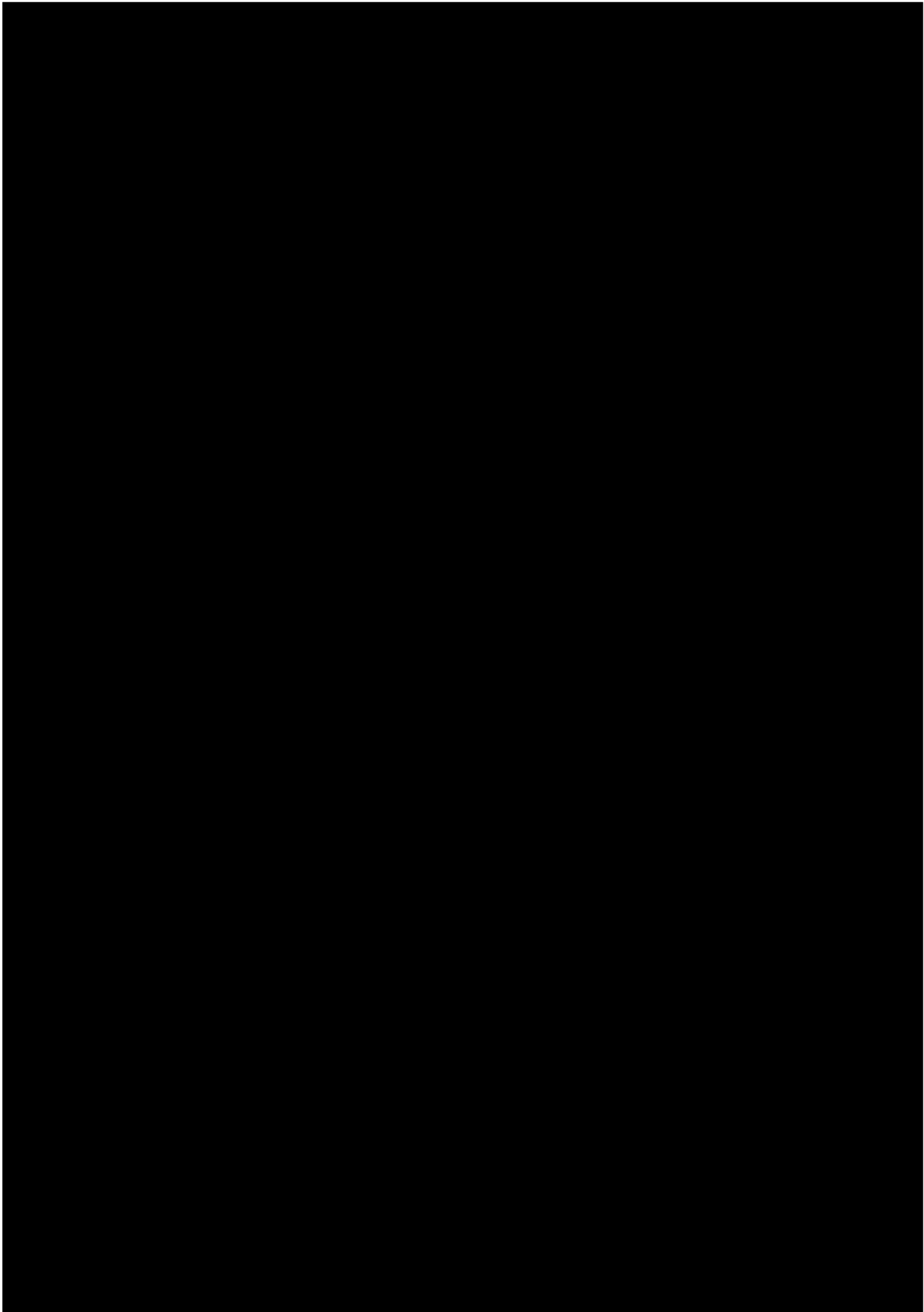
Contract Reference: **TCOM3053**
February 2023

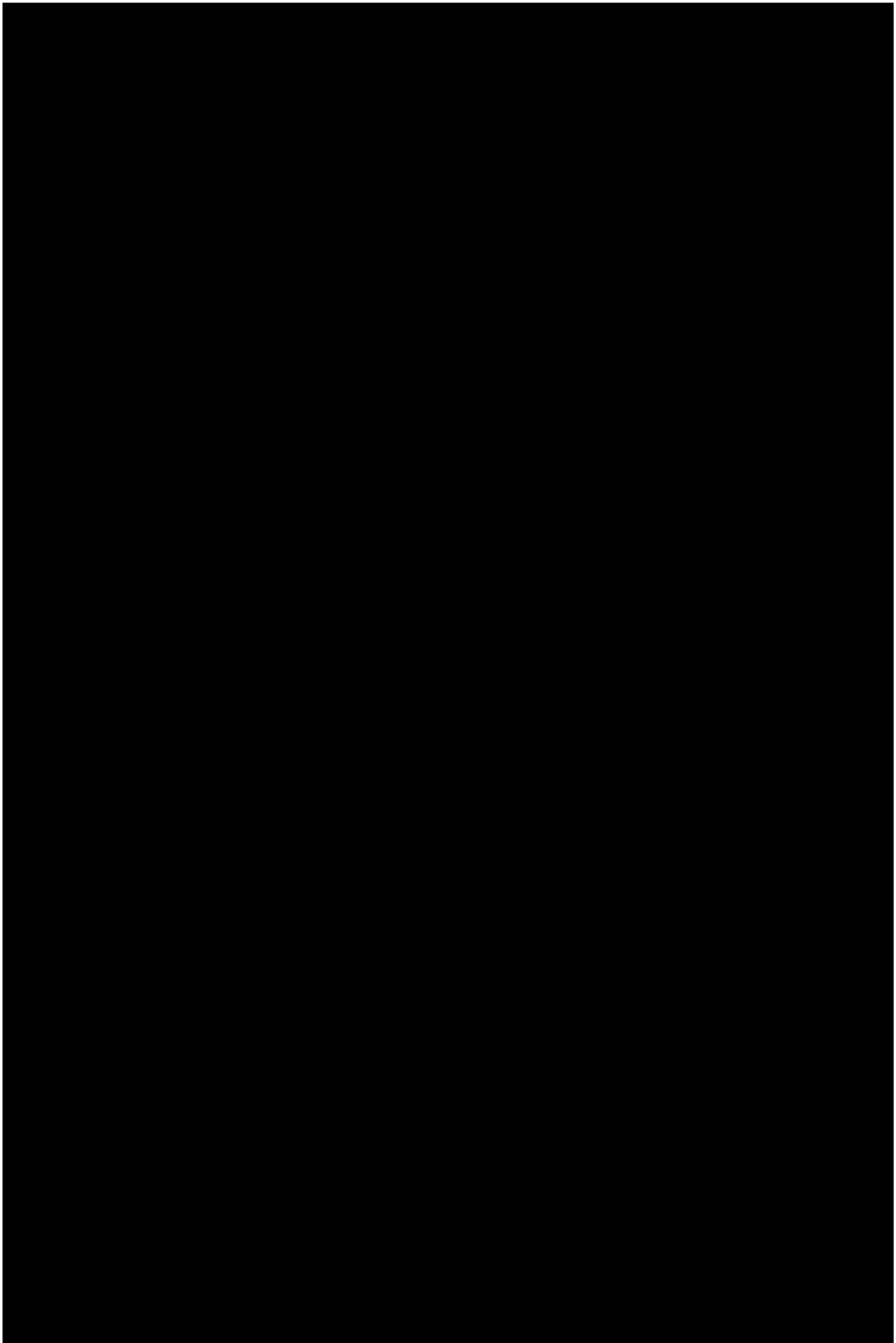


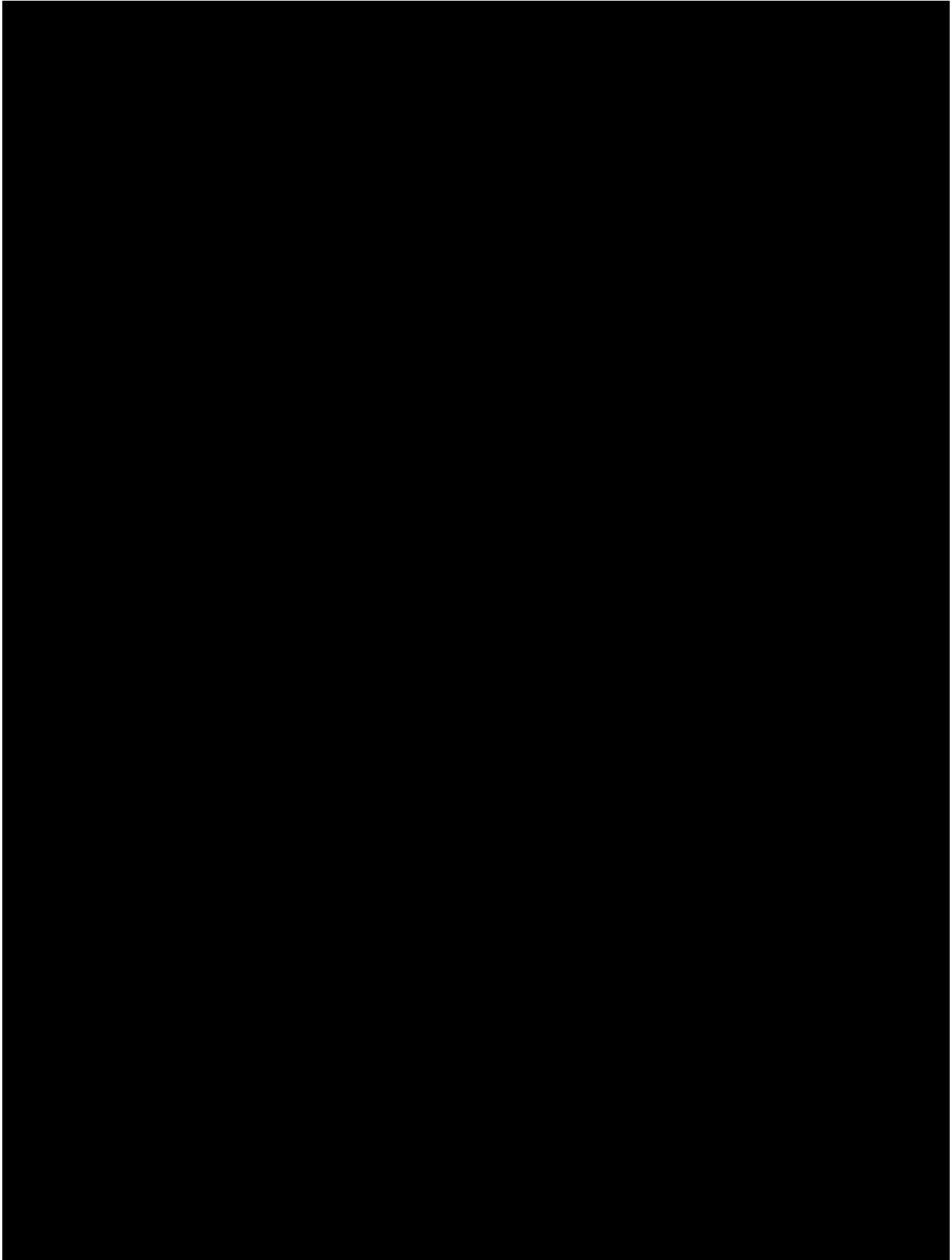
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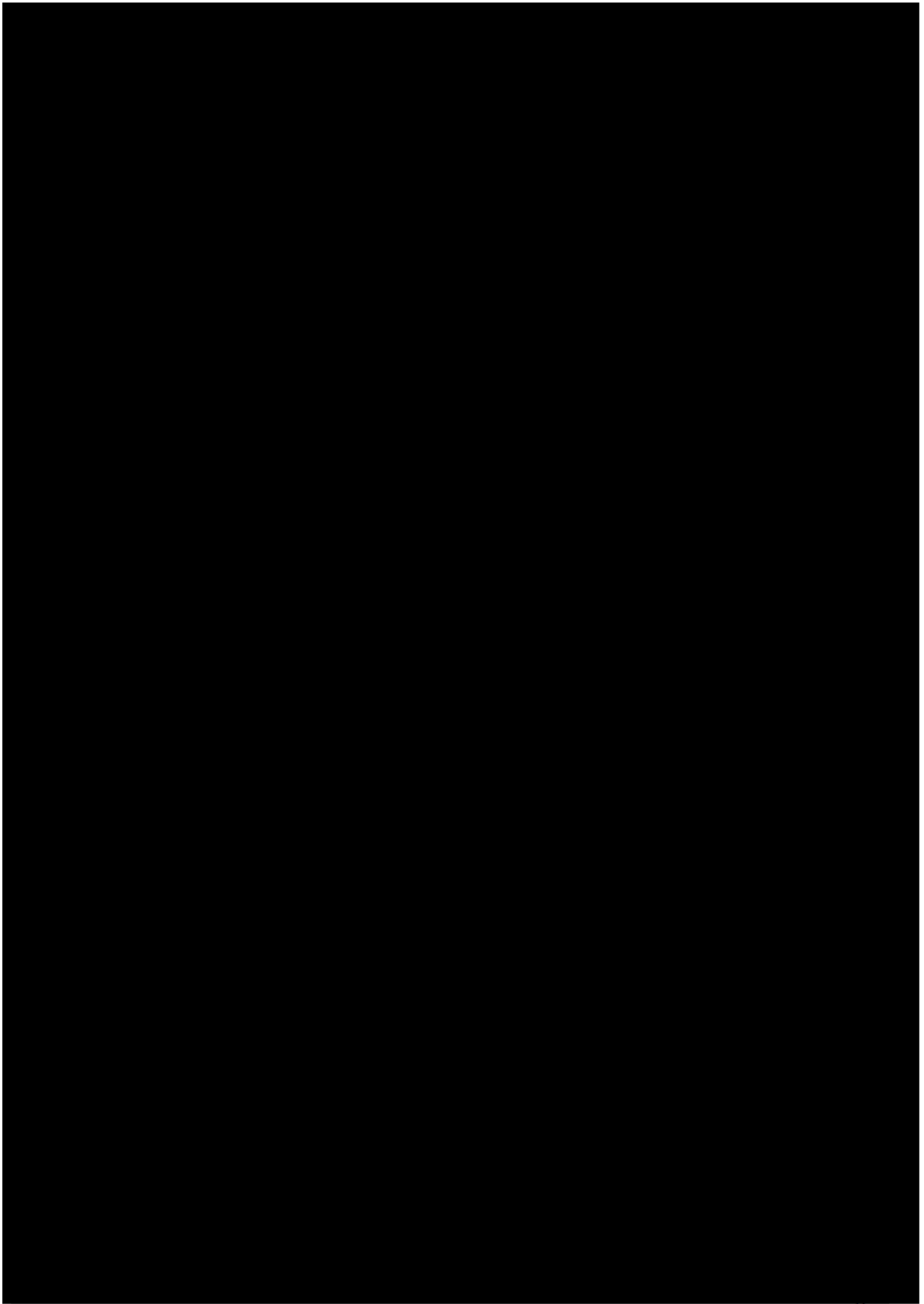


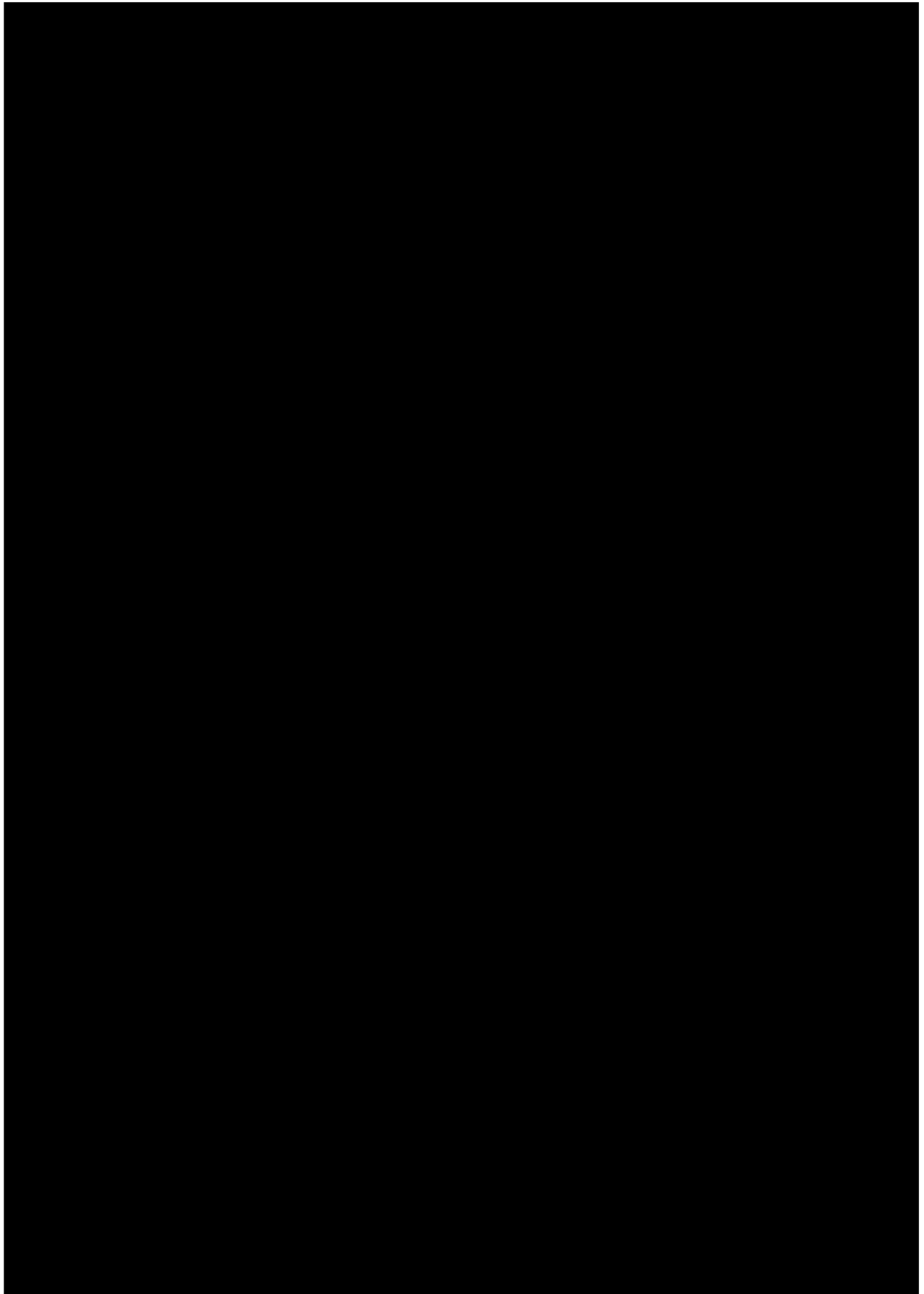


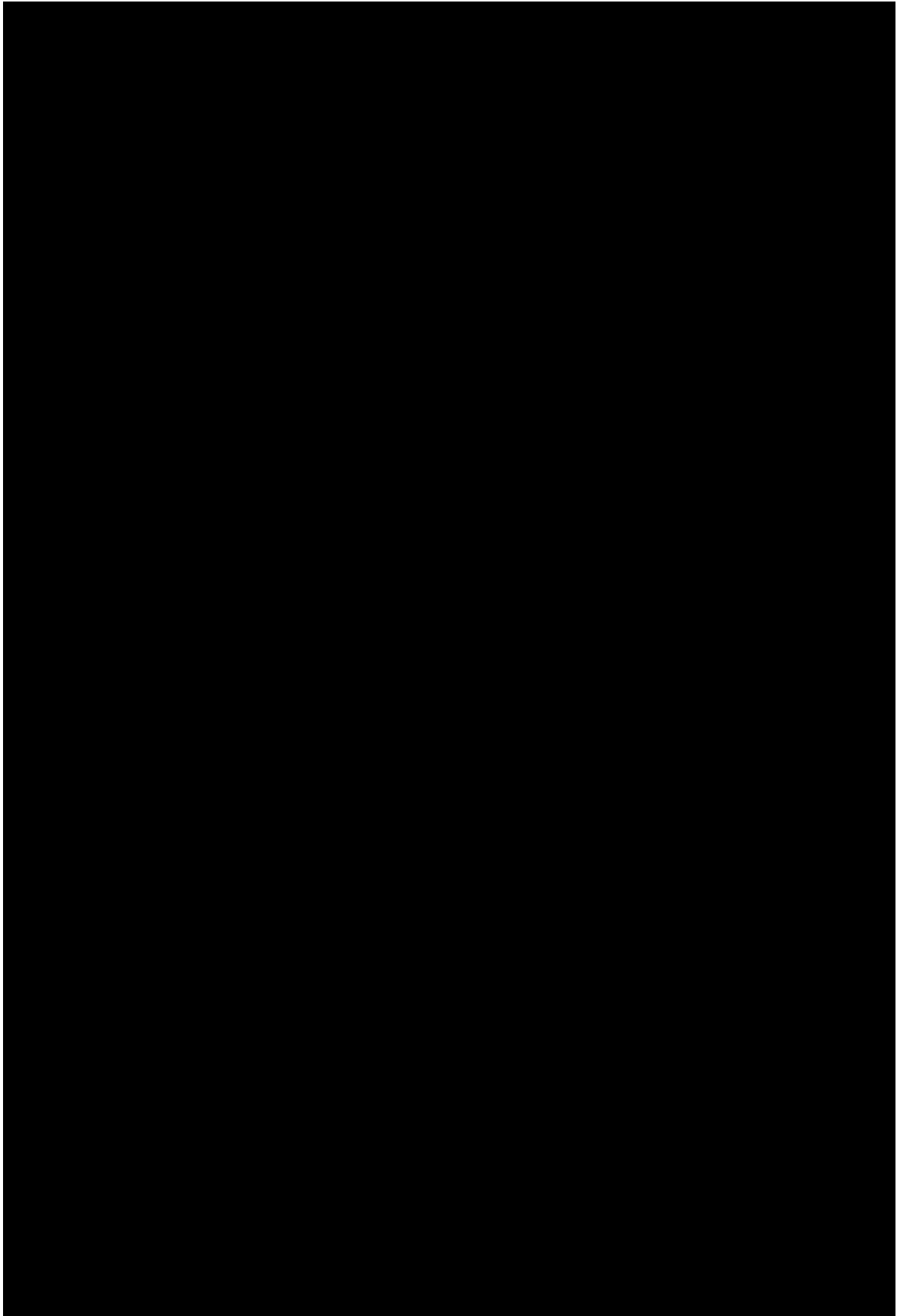


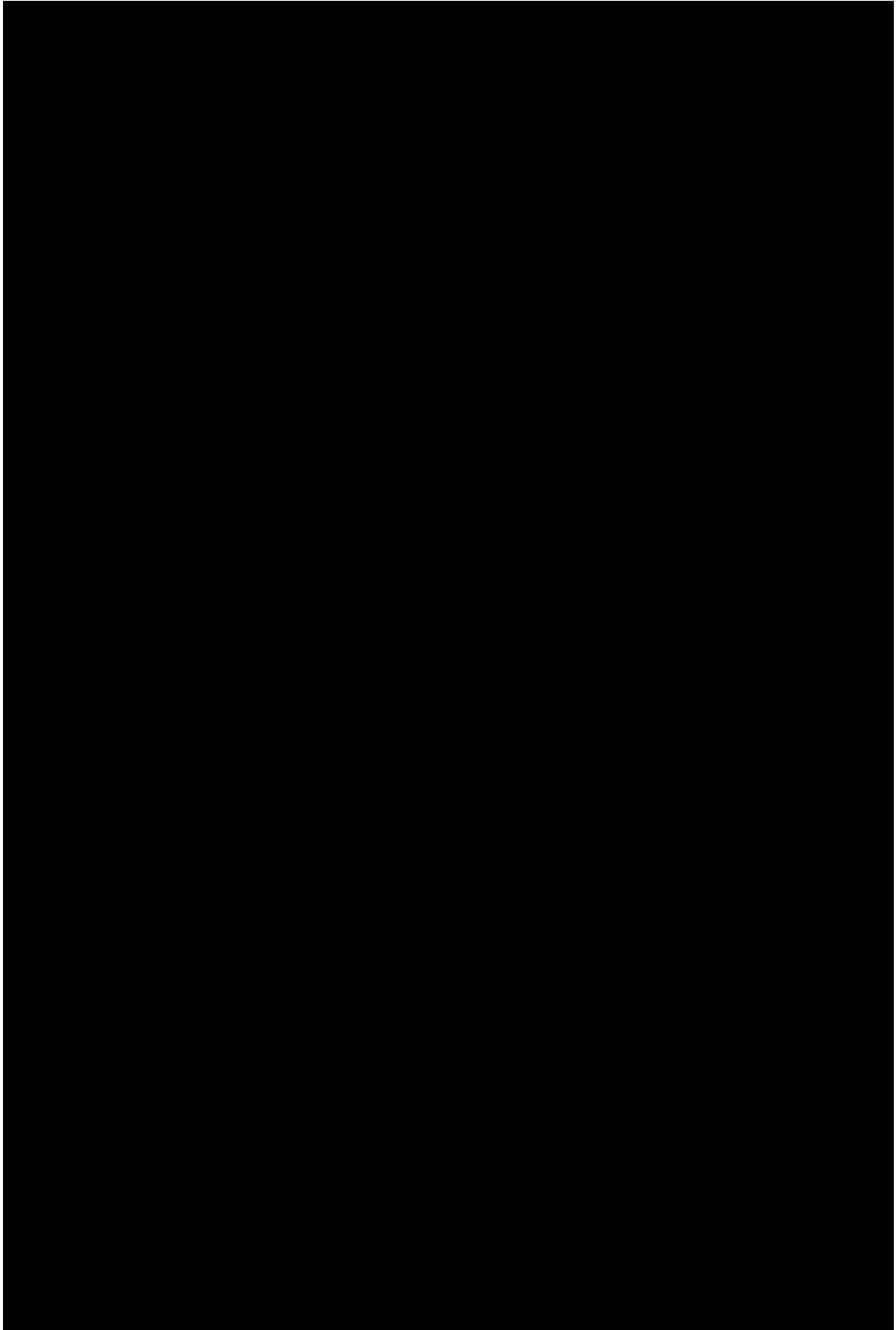


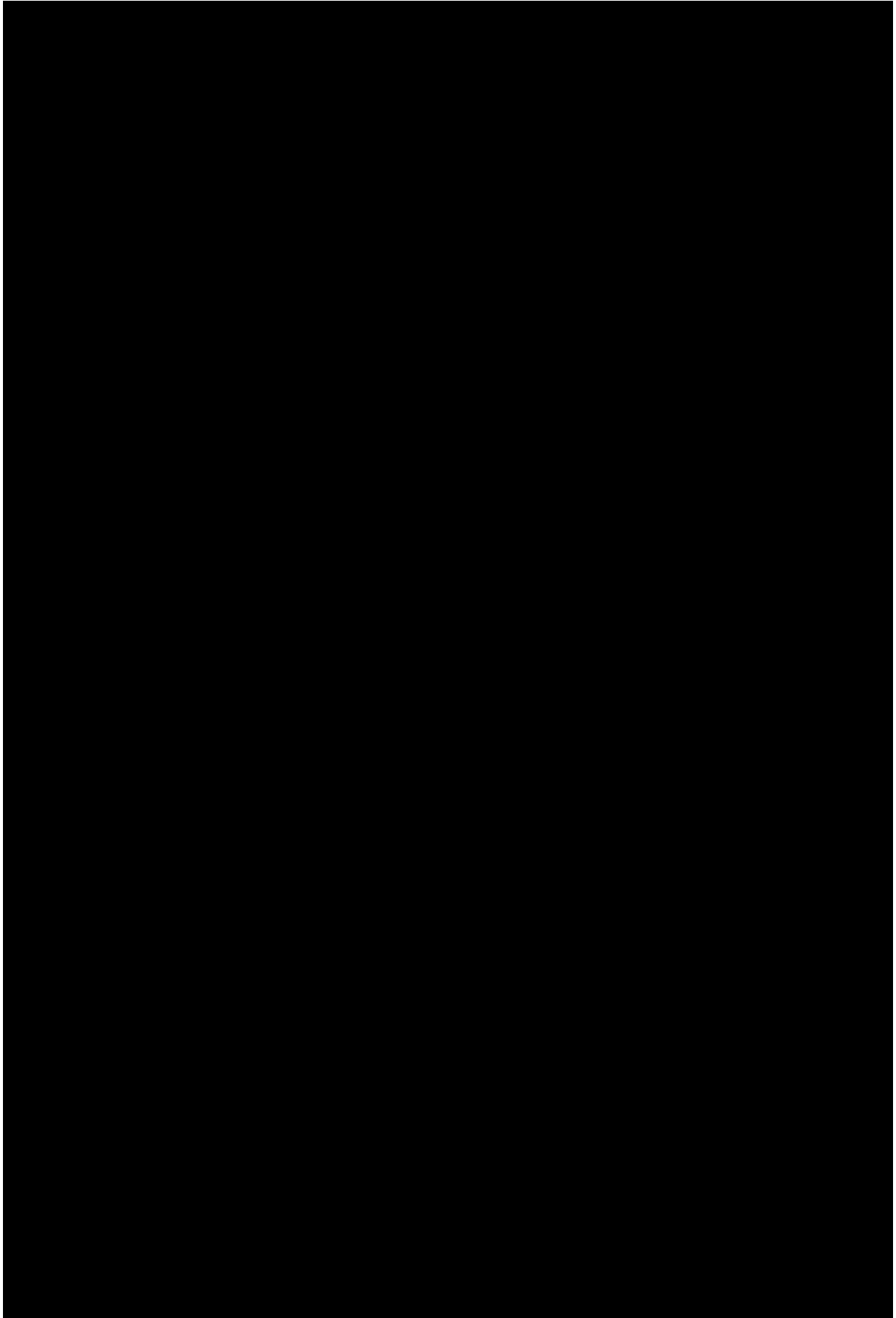


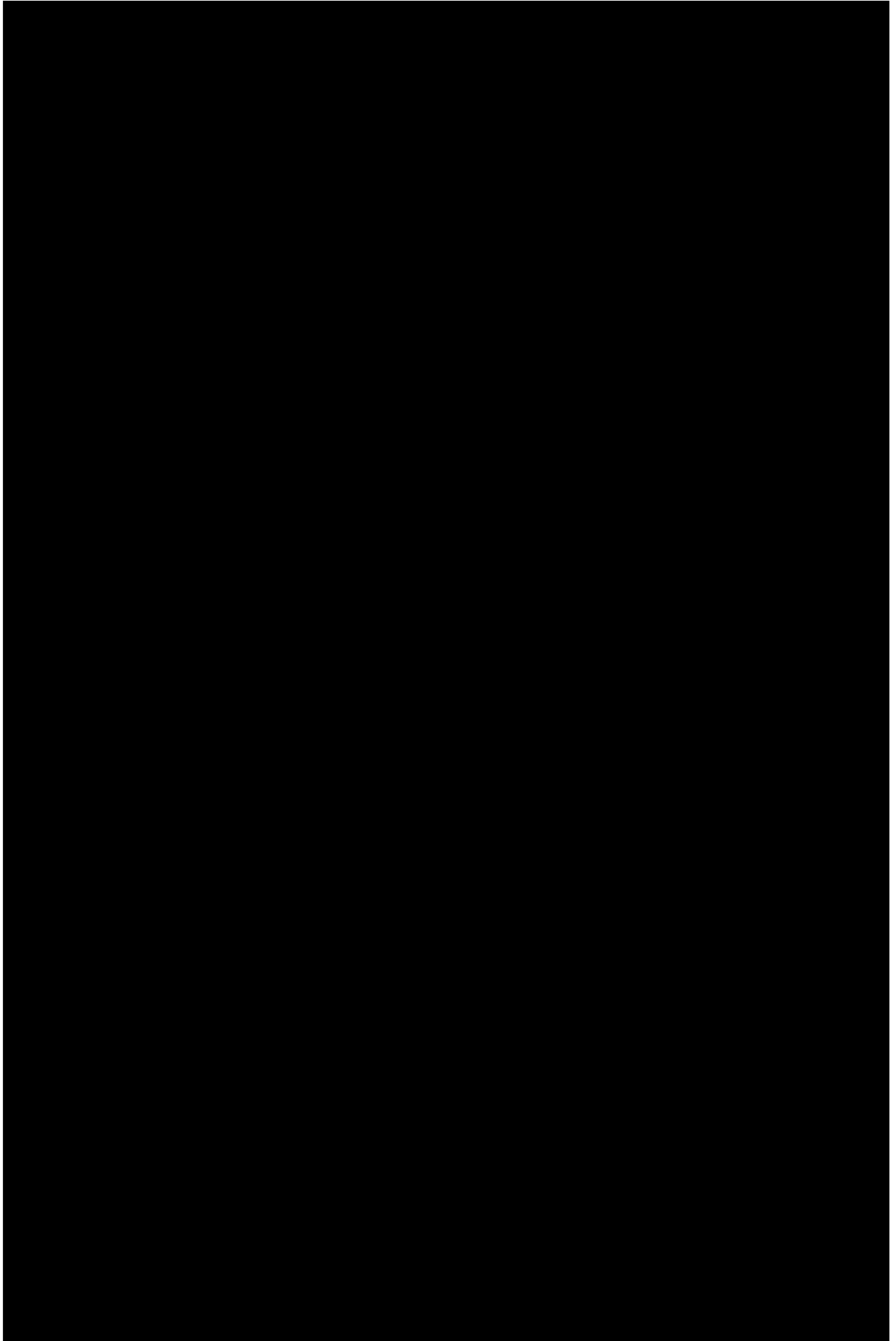


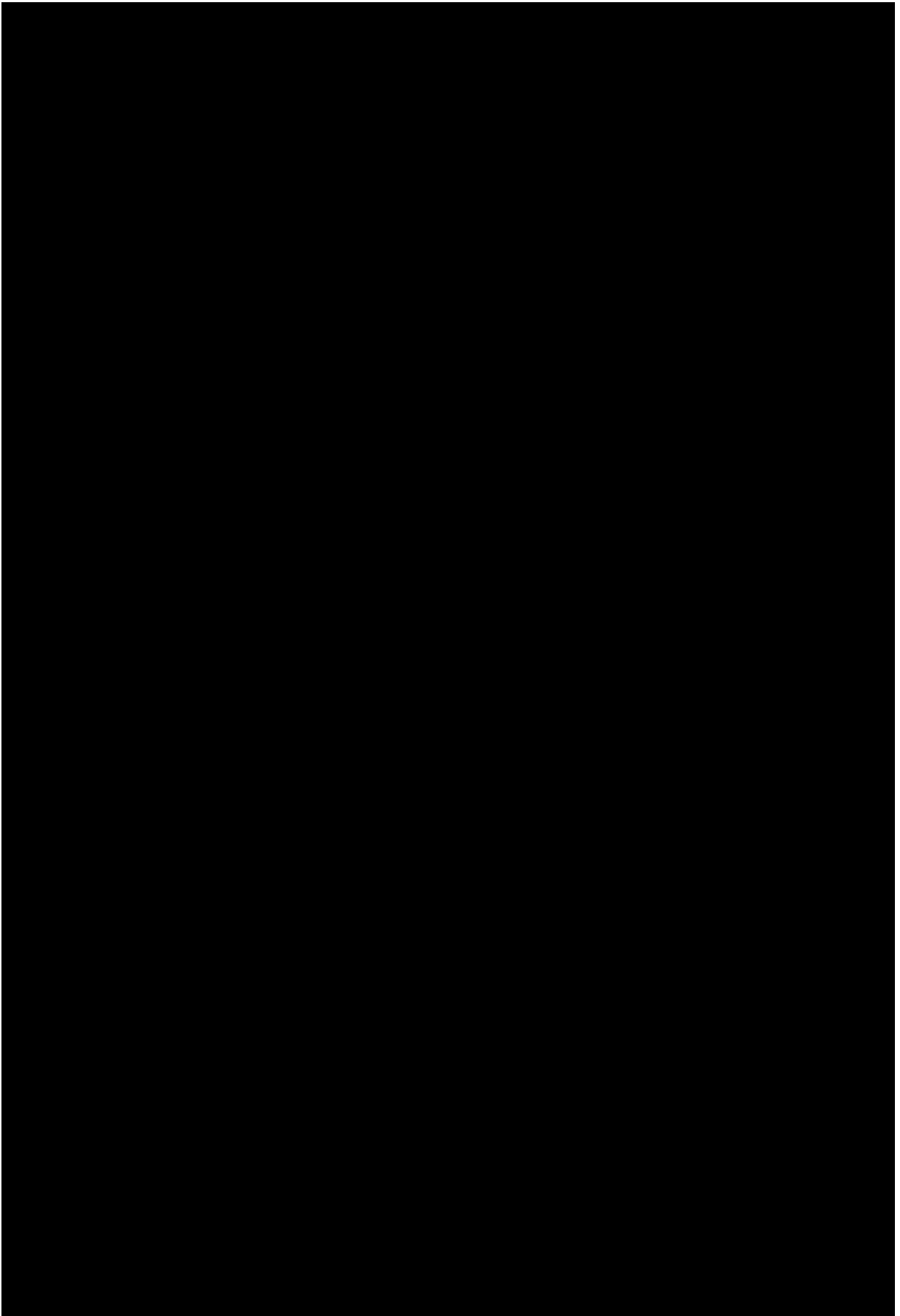


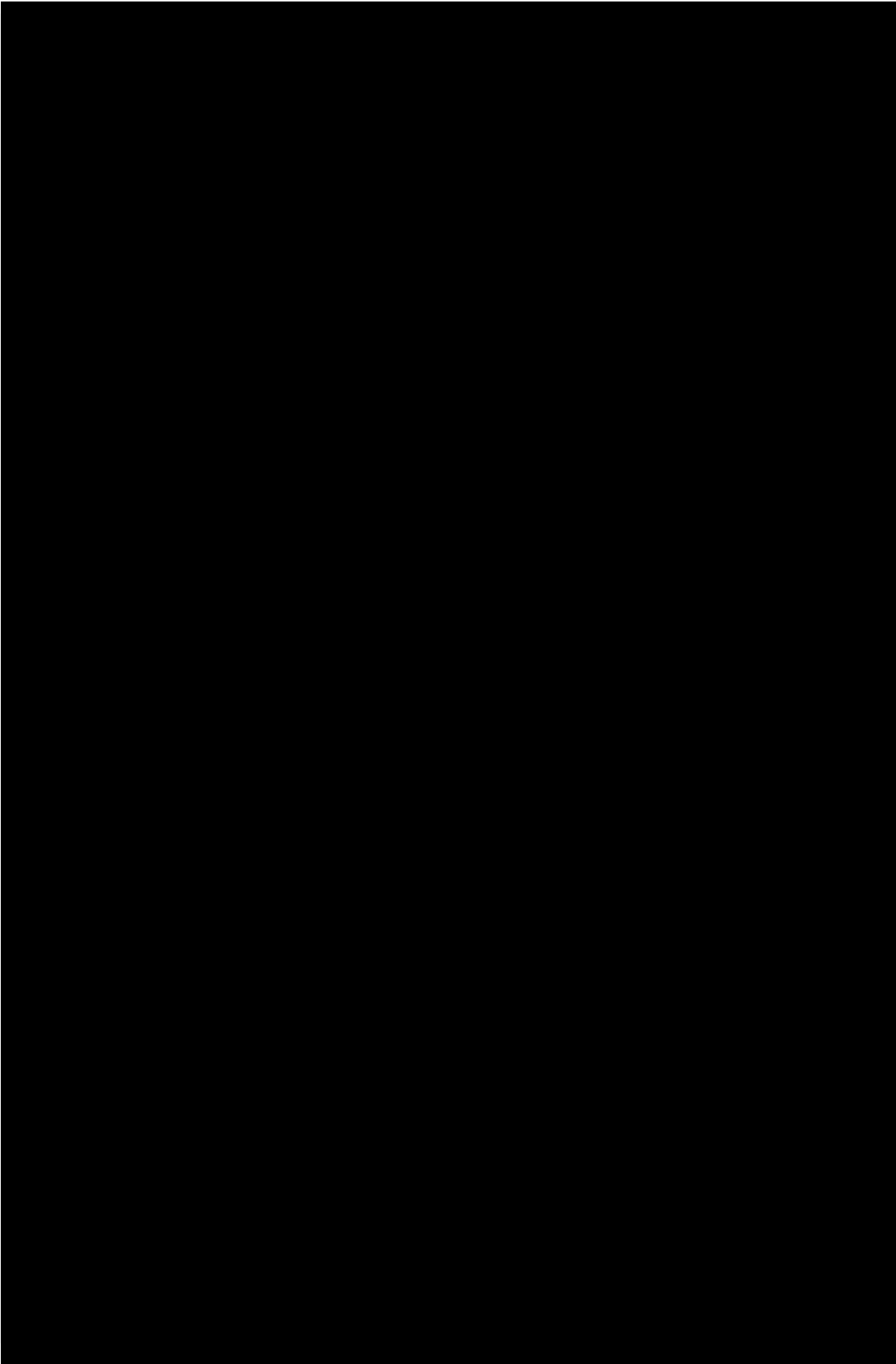


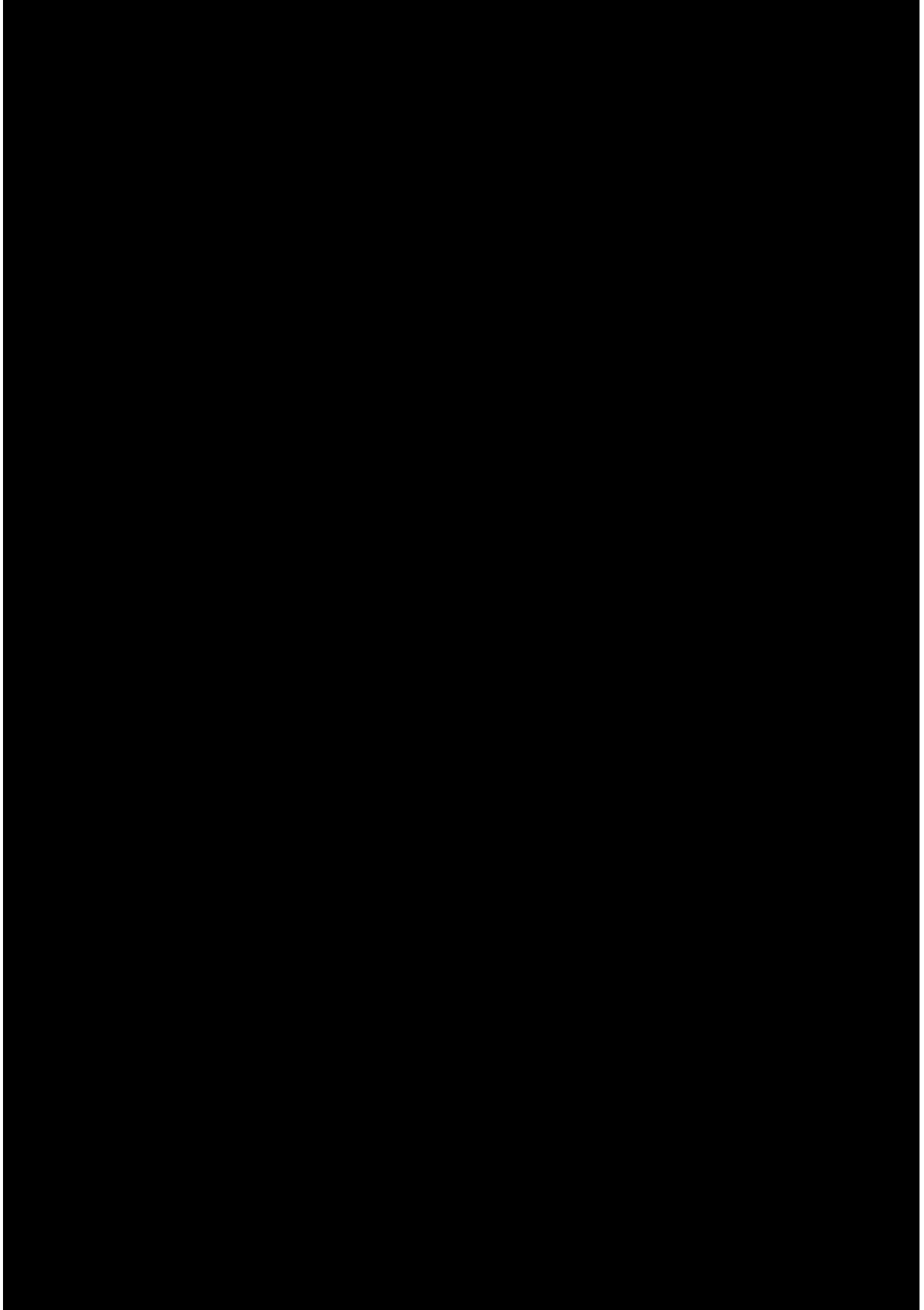


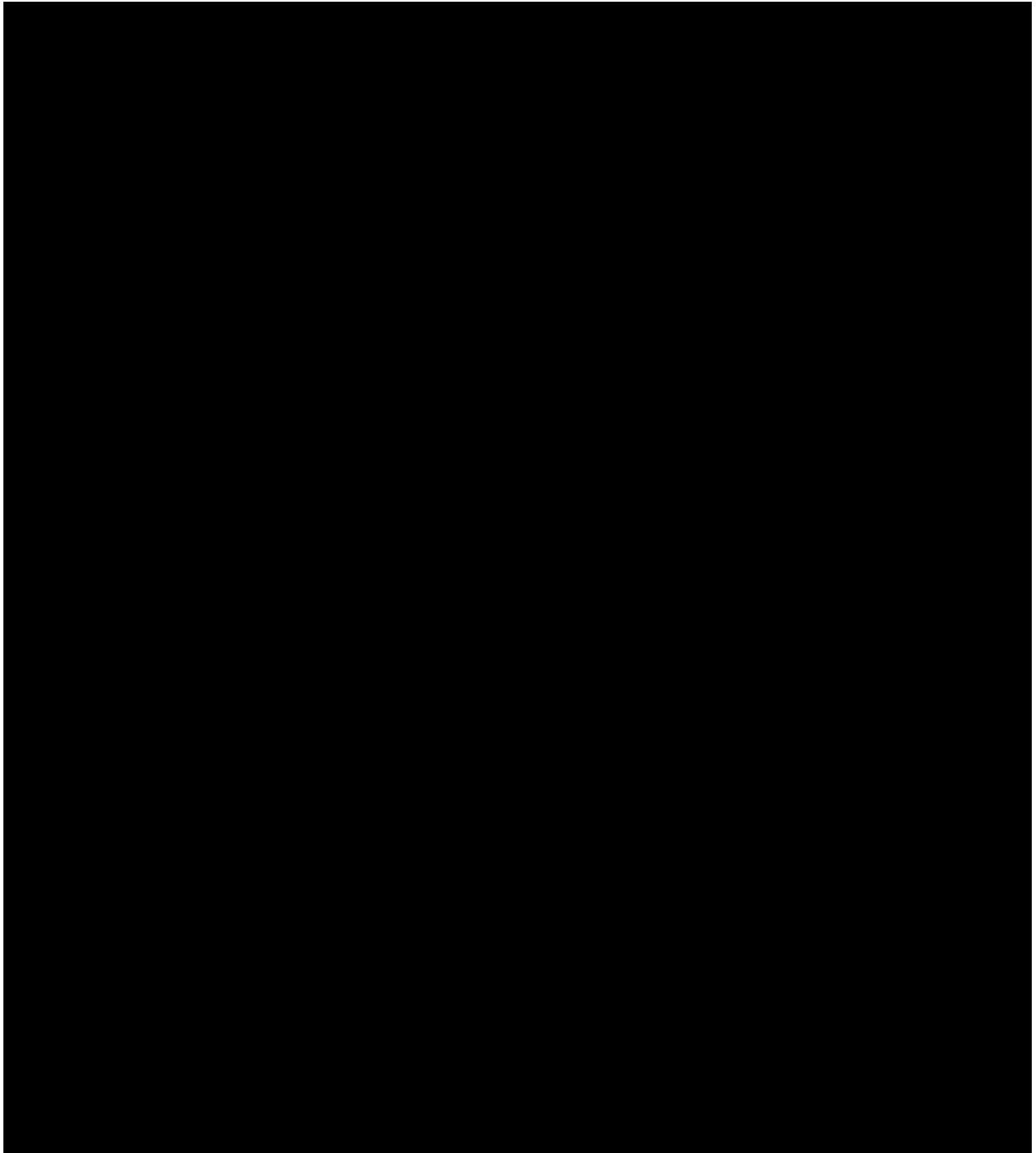




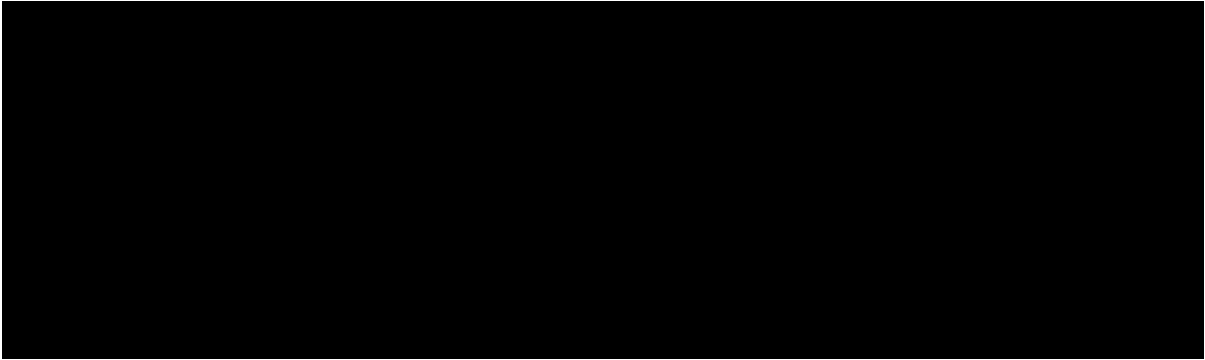








Penna Plc formal submission additional Attachments



Attachment 3 – DfT Statement of Requirements



Department
for Transport



Crown
Commercial
Service

Attachment 3

Statement of Requirements

Provision of a Public Notices Placement Services

Contract Reference: **TCOM3053**

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V1.0 12/01/2023

1. PURPOSE

- 1.1 The Customer requires an integrated public notice typesetting production and media booking service to meet statutory and parliamentary obligations. This procurement is being conducted via the Crown Commercial Service Communications Marketplace, RM6124.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Department for Transport (DfT) the (Customer) has a vision to "Connect People and Places" - people want reliable, comfortable and affordable journeys and through significant investments we are making people's journeys easier, safer and faster. We play a vital role in supporting the economy by creating an inclusive transport network for everyone, as well as a safer, more secure and sustainable transport system.
- 2.2 The Customer is a ministerial department, supported by 19 agencies and public bodies.
- 2.3 Information about the responsibilities and priorities of the Customer is available on-line at <https://www.gov.uk/government/organisations/department-for-transport/about>.
- 2.4 The Customer is required to place public notices in local and national press as appropriate to meet statutory requirements, including under sections of the Road Traffic Regulation Act 1984 and Town and Country Planning Act 1990, and to satisfy Parliament.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The public notices are a critical part of statutory or parliamentary process and failures, for example in content, placement or timing, can lead to significant delay and expense to planned activities including major infrastructure projects.
- 3.2 The Customer's current activities sees the majority of public notice insertions being placed in local newspapers with a large number placed in The London Gazette.
- 3.3 The Customer may also require insertions in national newspapers and other trade or on-line titles.
- 3.4 Under the requirements of current legislation and current activities across the wider organisation, annual expenditure is expected to be up to £3.5m, with potential for up to 5,000 advertisements placed. This is a 3-year contract with the potential to extend for one more year if required (3+1 year term) and is subject to DfT need (volumes cannot be guaranteed).
- 3.5 There are currently three main and distinctly different DfT client groups and a high degree of integration to their operational characteristics is needed.

Department for Transport (Central) (DfTc)

- 3.5.1 National Transport Casework Team (NTCT) – a team of regular users currently averaging over 150 insertions per month.

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- 3.5.2 National Highways (NH) -
Orders Teams (Operations) – a team of regular users producing notices for traffic regulation orders around 218 insertions per month, figure includes notices for-
Major Projects – more infrequent users but more likely to be very large notices, being placed across many media titles, many users will be first and only-time user.
Volumes are not guaranteed and are subject to need. It is anticipated that there will be a higher demand during November and December each year.
- 3.5.3 The rest of DfTc – more likely to be infrequent and sometimes very large notices e.g., for major projects such as HS2. These notices will be placed across a large number of media titles. Many users will be first- and only-time user.
- 3.6 All other units with DfTc, the Executive Agencies and other Arm's Length Bodies (ALBs) may access the services specified in this requirement.

4. DEFINITIONS

Expression or Acronym	Definition
The Customer	Means the Department for Transport.
The Department or DfT	Means the Department for Transport including its Executive Agencies and other Arm's Length Bodies.
DfTc	Means the central Department for Transport excluding is Executive Agencies and other Arm's Length Bodies.
NTCT	National Transport Casework Team in DfTc
ALBs	DfT's Arm's Length Bodies at any time during the term of contract (currently 19 bodies including NH).
Contract Manager	The Customer Contract Manager
Customer Group	A group of users in one organisation e.g. National Highways (NH)
Customer Manager	The manager who will be the primary contact for the Service Provider with respect service level agreements and other operational and performance matters relating the Customer Group.
User Group	A group of users who may be a specific team, or location, within a Client Group.
SCC	Single Column Centimetre
Originator	An employee of the Customer who raises a request to the

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	supplier, or enquires how to do so.
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5. SCOPE OF REQUIREMENT

- 5.1 The Customer requires that the service be available to the central Department, its Executive Agencies and other ALBs e.g. National Highways.
- 5.2 The required integrated service includes:
 - 5.2.1 Expert email and Teams/telephone support to the Customer's staff to effectively plan and commission public notices, including advice on appropriate media titles to reach target audiences if required.
 - 5.2.2 Intuitive and responsive on-line service portal providing facility to commission, check copy, sign-off, track work-in-progress, and review historical jobs. Functionality for Service Provider to receive requests and notice texts electronically through an interface with Customer systems.
 - 5.2.3 Ability to work at pace and meet deadlines whilst delivering high-quality public notice typesetting using Customer branding and designed to minimise media cost.
 - 5.2.4 Reliable media booking service with options for electronic voucher copies or hard copy originals as proof of publishing.
 - 5.2.5 Structured account management across the Customer user groups and flexible reporting solutions.

6. THE REQUIREMENT

- 6.1 The Customer is required to publish public notices that reach a high proportion of their intended audience.
- 6.2 These may be notices of planned works affecting public rights of way, notice of public consultation or for other reasons. The target audience may be one or more geographical areas or national. The Customer is not targeting sections of the community or target audiences in the manner of marketing campaigns, there is no media channel planning.
- 6.3 Some notices will be placed solely in one or more local newspapers, others in both local newspapers and nationally or on-line, or solely nationally or on-line, for example in The London Gazette.
- 6.4 It is expected that the service will be primarily for publication in England only, however local and national paper and on-line media, UK wide, may be required.
- 6.5 For routine notices, a process to achieve media booking within 6 working days of receiving request with copy text shall be agreed as part of service level agreements between the Service Provider and each Client Group (two at present).
- 6.6 A process allowing up to 9 working days may be agreed where the Customer user group requires additional or complex handling.
- 6.7 For very large (multi-page) notices across many media titles the schedule can be extended to accommodate production and additional proofing and editing.
- 6.8 The user will endeavor to provide requests that meet or exceed the agreed request-

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to-booking notice periods but the Service Provider must plan for and have capacity for instances where a shorter turn-around time is necessary.

- 6.9 It is the Service Provider's responsibility to contact the originator, or in their absence other Customer staff, immediately upon becoming aware of any risk or issue which could lead to a missed or incorrect insertion or becomes aware that an insertion has been missed.
- 6.10 Originators may work flexibly to core working hours of 10.00 – 15.30 Monday to Friday or other flexible working patterns. The Service Provider will allow for such working patterns and in addition take responsibility for seeking alternative contacts when receiving out-of-office replies from customer staff.
- 6.11 The Service Provider shall provide a staffed telephone and email service from no later than 9am to no earlier than 5pm Monday to Friday excluding Bank Holidays.
- 6.12 The Service Provider will provide a service so that Customer Groups may choose to have one or more of the follow options available for their originators:
 - Place the request and provide notice text by email and conduct the whole process by email.
 - Place the request and upload text using the contractor's on-line system and conduct the process through the on-line system with email alerts.
- 6.13 Provide electronic files (e.g. daily) containing requests and notice texts from a Customer Group system to be uploaded to the Service Provider's on-line system. The Service Provider will be responsible to notify the Customer Group of any failed records. The Service Provider will within 1 working day confirm that the request is valid and achievable (e.g. media title exists, insertion date correct for title, notice text provided, order/payment details as expected) or explain to the Customer actions needed for it to be so.
- 6.14 Online Portal**
 - 6.14.1 The Service Provider must provide a web-based system available online to Originators through popular browsers.
 - 6.14.2 The system must provide an intuitive and efficient user interface that allows Originators to raise a request, supply text of notice, view/download proof, approve proof and to check the progress of their orders at any time. It should also include a mechanism for flagging up enquiries and other action requests to the Service Provider.
 - 6.14.3 The online system should provide for access personalised to the person logging on, presenting their most recent requirements and identify actions pending by default.
 - 6.14.4 Options for access providing team wide view-only or action functionality for a group of user or team leaders should also be available.
 - 6.14.5 The system shall provide efficient methods for selecting and actioning tasks such as approvals, as well as general searches, by, as a minimum:

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- Customer originator/originator
- Service Provider staff member
- Customer order/job reference
- Approval required by date.
- Insertion date
- Name of publication

6.14.6 The Customer order number or other user quoted reference should be held in the Customer system with in such a way that it can be used by Customer users as the main search and retrieval field for actions, reports, downloads and be visible at all stages of the process.

6.14.7 The Service Provider will keep Customer users informed of all planned and emergency maintenance periods affecting availability or functionality of the system both within and outside of normal office hours.

6.15 Media advice

6.15.1 The Customer requires a media title selection advice service. Originators may choose whether they need this service. Users may request advice on available media titles by geographical areas (e.g. by post code, local authorities or place names) and possibly, on occasion, based on other factors.

6.15.2 Regular users with similar requirements may wish to be provided with the information resource to make media selection themselves. The Service Provider may choose to deliver this information as part of their own on-line service or provide access to a suitable third-party information service.

6.15.3 The Service Provider will provide options and recommendations taking into consideration such factors as circulation, target audience reach, publishing deadlines and notice budget. The recommendation will include, as a minimum, estimated costs, copy approval deadline(s), insertion date(s) and circulation to target area. Estimated costs should take account of any pre-negotiated rates with media owners or indicate potential for discounts where the project or spot purchase presents good opportunity.

6.15.4 Where the originator or Service Provider proposes media titles where the SCC price exceeds a user group defined threshold, the user group will require the contractor to provide suitable alternative lower cost media titles to be offered for consideration. NH currently operates a threshold SCC of £30.

6.15.5 Media selection advice to be provided within 1 working day for all notice requests requiring 6 insertions or less, and within 3 working days for all other larger requests.

6.16 Typesetting production

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- 6.16.1 Most notices will follow set formats agreed with the Customer Groups, incorporating branding of the user organisation.
- 6.16.2 The Service Provider will ensure the minimum media space is required, including individually across multiple media titles of differing formats, for each notice.
- 6.16.3 Whilst it is not required as the norm, a creative element may exceptionally be required.
- 6.16.4 The typeset notice shall be provided to the customer in PDF format (or other format agreed at the discretion of the customer) together with full details of the media insertion more than two full working days ahead of the contractor's deadline for customer approval in order to achieve the required media booking. Some users may be able to agree a shorter period.
- 6.16.5 The Service Provider's will provide typeset proofs to the customer by means of email, or at the discretion of the originator or user group by means of email alert with link to the proof on an on-line browser-based portal.
- 6.16.6 All PDFs should be available from the Service Provider's on-line service for a minimum period of one year from the insertion date.
- 6.16.7 There will be need to link some notices to previous notices to ensure the new notice is accurately matched e.g., for size and media title(s). The originator will provide with the new request such customer order number or other reference provided with the earlier request. The Service Provider will then match such characteristics as required.
- 6.16.8 A customer user group may require additional or alternative persons to receive proofs and/or requests for approval, for example when the estimated media cost exceeds a threshold value.

6.17 Media Bookings

- 6.17.1 Deadlines set by the Service Provider for customer approval must be no more than two working days before the publisher's booking deadline. There will be an expectation that shorter deadlines can be accommodated by arrangement, or otherwise on an exceptional basis.
- 6.17.2 The Service Provider will make information available to user teams such as lists of media titles, circulation dates and booking dates as facilitates efficient user planning and execution of the service.
- 6.17.3 Media booking deadlines and Service Provider customer approval deadlines for holiday periods should be finalised with Customer managers or team leaders at least six weeks ahead.

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- 6.17.4 The Service Provider shall contact the appropriate media owner and negotiate the best possible actual cost of the insertion.

6.18 Confirmation of notice publication

- 6.18.1 Users may require electronic voucher copies or original paper published edition as proof of publication of the public notice.
- 6.18.2 Users will indicate such need during the requesting process, or by means of a standing rule, or default, for main user groups.
- 6.18.3 Where required by the originator, e-vouchers of the published notices are to be presented to the originator in PDF format in most cases within two working days following the date of publication, and all e- vouchers are to be received within 15 working days.
- 6.18.4 The PDF copy shall be provided to the originator by email attachment and available on-line.
- 6.18.5 E-vouchers must include the whole page on which the notice appears as it appears in printed form. If a notice covers two or more pages, all pages must be received by the Customer in a single PDF file.
- 6.18.6 Each e-voucher must contain clear information stating the media title, date of publication, page number(s) and customer order or job reference. Batched-up/conglomerated e-vouchers for multiple notices will not be acceptable unless they can be presented in a format acceptable to the Customer Manager and originators.
- 6.18.7 The Service Provider must keep the requested electronic proof of publication for a minimum of twelve months. Customer business units will retain these e-vouchers according to business need.
- 6.18.8 Where required by the originator, original paper published editions are to be delivered to the originator or other party within 15 working days. Proof of delivery to address provided by the originator is to be available in case of dispute

6.19 Training and support

- 6.19.1 The Service Provider shall provide face to face training at the offices of main user groups and provide training materials as needed by the main user groups to ensure effective delivery of services that meet Customer needs.
- 6.19.2 The Service Provider shall support Customer Group change management with advice, tailored training materials and availability of contractor staff during service implementation and at other times when processes or systems change.

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- 6.19.3 A "User Guide" or similar reference material, providing good quality desk instructions must be provided in PDF format, among any other formats offered. The User Guide must be geared to use by the user group concerned, be simple enough for a new member of staff to use from inception, and refrain from use of jargon or technical or ambiguous terminology.
- 6.19.4 The Service Provider should, through documentation or workshops, convey to user groups their ways of working to enable staff to understand the full process of placing a public notice, including a timelines for contractor process, details of the extent and limitations of the contractor's capabilities and risks to successful delivery.

7. KEY MILESTONES

- 7.1 The Service Provider shall provide an implementation plan which shall make clear the elapsed time from award of contract to fully implemented service delivery, which ideally should not exceed one calendar month.
- 7.2 It is expected that, as a minimum, this implementation plan should provide:
- Methodology for assessing the progress of embedment.
 - Milestone timings for embedment.
 - Risks to delivery and planned mitigating actions against these risks.
 - Outline training plan for delivery to user groups.
- 7.3 Detailed planning is to be carried out with each user group immediately following award of contract. It is envisaged that the implementation will be delivered through February 2023.
- 7.4 Before commencement of services, the Service Provider must present clear guidance to all user groups covering the complete service and systems used. This guidance must be provided in a clear and user-friendly format, and form part of the Contractor's training for staff – both initial and ongoing.

Milestone	Description	Timeframe
1	Contact each Customer Group lead requesting such additional information as needed to complete each Customer group's implementation plan and service level agreement.	Within week 1 of Contract Award
2	Agree and complete implementation plan document with each Customer Group.	Within week 2 of Contract Award
3	Agree and complete each Customer Group's service level agreement ahead of commencement of live service.	Within weeks 3 and 4 from Contract Award
4	Deliver training and support to Customer staff at Customer locations as requested as	Within weeks 3 and 4 from

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	part of agreed implementation plan.	Contract Award
5	Complete and sign off all implementation plan deliverables including setup of on-line accounts, notice templates.	Within weeks 3 and 4 from Contract Award
6	Commencement of full live service for all Customers.	Within one calendar month of Contract Award

8. CUSTOMER RESPONSIBILITIES

- 8.1 Originators will be responsible for providing the wording of the notice.
- 8.2 Customer Groups will respond to requests for information from the Service Provider as quickly as possible and prioritise availability of staff to the Service Provider during the implementation phase.
- 8.3 Customer staff will endeavour to work in partnership with Service Provider staff to mitigate risks or issues and ensure that notices are placed correctly throughout the period of the contract.
- 8.4 The Customer Groups will agree escalation procedures for contacting customer teams in order to address urgent situations in relation to individual notices or wider problems.
- 8.5 Each Customer Group will nominate a named Customer manager to lead on performance management and continuous improvement.

9. REPORTING

- 9.1 It is desirable to be able to obtain on-line or receive reports daily on a Customer Group basis showing all new jobs and other work in progress.
- 9.2 Reports showing a complete list of all notice insertions due for approval and/or publication the following week must be available/provided to Customer/user group leader(s). The report by user group must include originator's name, title of notice, media title, insertion date, scc rate and total cost. The report should highlight insertions where the scc rate is higher than a value Customer Group defined value.
- 9.3 The Service Provider will make available or send monthly insertion reports to the Contract Manager and Customer managers and possibly others for their group/team. These should be available in Excel readable format and contain a comprehensive set of fields including originator, notice and media details and elemental cost breakdown. This, or alternative report crossed reference at insertion level, must provide the means to identify gross media rate card price/cost, the net price/cost derived from the rate card and any discount achieved below the net price/cost. Such reports should ideally be available for any date range including, at any time, from start of contract.
- 9.4 The Service Provider shall make available or send monthly to the contract manager and Customer managers, and possibly others, performance reports for each

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Customer Group. Report formats are to be agreed with Customer managers and may include insertion details, volumes, key performance indicators, missed insertions details (with reasons) and issue logs if requested. The contract manager and Customer managers may agree elements to be delivered on a quarterly basis.

- 9.5 The Service Provider will send information to originators or user groups as required to enable invoices to be paid and credit card transactions to be authorised. Such information is to be available before invoices are presented to the organisation or credit card payment required. More information can be found in section 19 Payment.

10. VOLUMES

- 10.1 The Service Provider must have the capability and capacity, including staff numbers, to place up to 5,000 statutory notices per year from DfTc, and its ALBs. Volumes are not guaranteed and are subject to need.
- 10.2 There are substantial variations in demand through the year and the Service Provider shall have an effective strategy for delivery the requirement during sudden workload peaks.
- 10.3 DfTc's NTCT team currently averages around 170 insertions per month. Current indications suggest future volumes in excess of 150 per month. Originators currently place requests on-line.
- 10.4 National Highways team currently average up to 220 insertions per month. From Nov/Dec 2022 NH are moving to bulk publication of Route Network Orders. This meets a new requirement that NH are introducing towards the concept of yearly Route Network Orders, which should mean that the number of TTROs they normally produce on a monthly basis will be reduced, resulting in fewer insertion of public notices. The RNOs are published yearly, in December, which will mean a peak of work at this time each year.
- 10.5 DfTc non-NTCT originators are few and largely one-off users. There have been very large (multi-page) notices required for Hybrid Bills such as high-speed rail. Current Government plans and considerations suggest similar requirements may occur in future.

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11. CONTINUOUS IMPROVEMENT

- 11.1 The Service Provider will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 11.2 Changes to the way in which the Services are to be delivered, even if not directly affecting originators, must be brought to the Customer's attention and agreed prior to any changes being implemented.
- 11.3 The Service Provider will maintain relationships with media owners, negotiate volume discounts where possible and employ other appropriate strategies to minimise the cost of media. Strategies should be further developed as knowledge of the Customer's work profile and forward visibility increases.
- 11.4 The Service Provider should present new ways of working to the Customer for discussion at quarterly review meetings with Customer managers or at other times.
- 11.5 Customer Groups are keen to build and maintain close working relationships with the contractor and face-to-face contact and support is encouraged. New ideas for disseminating information, communication and training are always welcome.
- 11.6 Changes made to any systems or ways of working must be supported by an appropriate plan for managing the change (including any issues which arise), communications and training.

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12. PRICE

- 12.1 Prices are to be submitted via the **Attachment 4 Pricing Schedule** and should be exclusive of VAT.
- 12.2 Prices are capped for the initial three-year term of the contract.
- 12.3 If the Service Provider wishes to increase prices above the initial capped prices for any extension period beyond the initial term of the contract, notice must be given in writing to the Authority at least six months prior to the end of the initial term. In the absence of such notice the Authority may extend the contract beyond the initial term by a further period of up to 12 months and the initial capped prices will remain in force.
- 12.4 Price elements will include:
- Media cost to be charged net (gross media rate/value less all Service Provider discount).
 - All media discounts, including spot buying and media volume discounts, to be passed onto the customer in full.
 - The media-based fee levied by the Service Provider may be based on gross media values before Service Provider discounts rebated and any additional discounts applied. If there is no Service Provider discount in rate card, the media-based fee must be based on the net media cost.
 - All typesetting/production is to be based on a fixed price per advert.
 - In addition to a price for e-vouchers per insertion, we request a price for the supply of original printed edition hard copy as proof of publication – cost per newspaper to included delivery.
 - We request hourly rate prices for creative work, but these are not to be engaged in the normal work profile described in this document. In the event that the Authority requires creative work, such work will be specified individually for time/cost estimates before being formally commissioned by the Authority.
 - We request any credit card surcharge to be outlined in Appendix E – Price Schedule. This must be detailed as a % fee of the value being paid for via the credit card. This will be fixed as per the merchant fee for the duration of the contract term.
 - There shall be no other charges for services described in this requirement.

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13. STAFF AND CUSTOMER SERVICE

- 13.1 The Customer requires the Service Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 13.2 Service Provider staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 The Service Provider shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.
- 13.4 The Service Provider shall provide an organogram (or similar) showing the team who would be working on the Customer account and the Service Provider will maintain this and contact details throughout the period of the contract.
- 13.5 The Service Provider must provide a contact for each job and an escalation contact for the Customer in case of absence or problems.
- 13.6 All Service Provider staff are to operate in a professional and courteous manner and maintain a high level of customer service. The demands for advertising placed upon the Customer Groups fluctuate and a level of flexibility is expected of the Service Provider and its staff.
- 13.7 The Service Provider shall nominate a General Customer Relationship Manager to the Customer (as a whole) for contact in case of any disputes. The Customer Relationship Manager will hold overall responsibility for all services including quality management and charges under the contract.
- 13.8 The Service Provider shall define appropriate roles and nominate account managers for the Customer Groups to contact in case of any operational, quality or financial queries. For any individual Customer Manager, team/project lead or originator there should be a single point of contact.
- 13.9 The Service Provider shall propose a robust query/complaint escalation procedure.
- 13.10 The Service Provider shall provide a system to capture problems and performance issues. These are to be managed with Customer managers with reference to Customer Group's Service Level Agreement.
- 13.11 The Service Provider's Customer Group relationship manager will meet with each Customer Manager quarterly or at other times by request at the offices of the Customer Manager or other agreed location to review performance and opportunities for improvement.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 The Service Provider shall provide a draft service level agreement with their tender which sets out the service levels they will provide that would match or exceed the requirements set out in this document.

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- 14.2 The draft service level agreement will be adapted to the operational needs of each Customer Group and agreed with each Customer Manager.
- 14.3 The Authority and Customer Groups will measure the quality of the Service Provider's delivery by a broad range of factors to be agreed in the service level agreements.
- 14.4 Delivery **Key Performance Indicators** (KPIs) include:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Media advice	To provide comparative details of available media, recommendation and copy approval deadline for requests with 6 or less insertions for a notice within 1 working day.	99% of all requests. 100% within 2 work days.
2	Media advice	To provide comparative details of available media, recommendation and copy approval deadline for requests with 7 or more insertions for a notice within 3 working days unless agreed otherwise.	100%
3	Production	Complete accuracy of copy	100%
4	Production	Provision of copy for approval at least 2 full working days (or other agreed period) of the contractor's approval deadline.	99%
5	Media Booking	Fully correct insertion of notices correctly approved by originator.	100%
6	Media Booking	The originator, and Customer Group Manager or other nominator contact if required, to be notified of a missed insertion with 1 working day.	100%
7	PDF from published notice (e-voucher)	PDF voucher copy of published notice received within two working days of date of publication.	80% of all requested.
8	Proof of publication	PDF voucher copy of published notice or original hard copy of publication as requested within fifteen working days of date of publication.	100% of all requested.

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9	On-line portal	Availability of on-line portal service 8am to 6pm working days.	99%
10	On-line portal	Add new user account within two working days.	100%

14.5 Service Credits

14.5.1 The table below sets out the Service Credit percentages applying to performance levels and relate critical failure.

Service credits and related critical failure.	Critical failure if occur second quarter in rolling three quarters.	Critical Failure
Service Credit percentage applicable to all Service Provider fees, commission and charges in the event missed performance level for the relevant quarter (excludes the net media pass-through cost).	5% Credit	15% Credit
Media advice (KPI 1+2) Percentage of all media information requests meeting 1 & 3 working day requirement as applicable.	< 98%	< 95%
Production (KPI 4) Provision of copy for approval at least 2 full working days (or other agreed period) of the contractor's approval deadline.	< 98%	< 95%
Media Booking (KPI 5) Fully correct insertion of notices correctly approved by originator. (Excludes failed insertions where media house accepts their failure and does not charge agent).	< 99.5%	< 97%
Proof of publication (KPI 8) PDF voucher copy of published notice or original hard copy of publication as requested within fifteen working days of date of publication.	< 98%	< 95%

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- 14.5.2 The Service Credit and related Critical Failure performance thresholds will apply to performance across the whole contract and performance for each individual Customer Group that has placed more than 200 insertions (including those that were missed) in the relevant three month period.
- 14.5.3 Such Service Credits and Critical Failures will apply to the whole contract irrespective of whether the performance threshold failure was reached across the whole contract or only for one or more Customer Groups that has placed more than 200 insertions (including those that were missed) in the relevant three month period
- 14.5.4 The service credit will apply to the same three calendar month period to which the measured performance relates.
- 14.5.5 The Customer Manager will instruct the Service Provider on how a refund payment is to be made or credit applied to their account.
- 14.6 If one or more adverts need to be placed or placed again as a result of an advert not being placed in accordance with an approved request the contractor will make no charge for production, the media cost, or any other cost or fee relating to such adverts.
- 14.7 The onus will be on the Service Provider to initiate, manage and improve relationships with the media houses and their agents to minimise misplacements and other failures.
- 14.8 The Agent may be required to provide evidence of a media house failure for the Authority to accept exclusion from KPI 5 and related Service Credit and Critical Failure performance level thresholds.
- 14.9 If a requested e-voucher is not received within 10 working days the contractor will make no charge for the e-voucher.
- 14.10 If a requested e-voucher or original hard copy is not provided within 20 working days the notice will be considered as not having been made and deemed a Agent missed insertion and the Agent will make no charge for production, the media cost, or any other cost or fee relating to the relevant insertion.
- 15. SECURITY REQUIREMENTS**
 - 15.1 There is a requirement for secure on-line portal, secure credit card payment facilities and maintenance of confidentiality of notice texts until published, and as set out in Core Terms and Conditions (RM6124).
- 16. PAYMENT**
 - 16.1 Payment can only be made following satisfactory delivery of pre-agreed services and deliverables.
 - 16.2 The Service Provider will accept payment by BACS as required by the originator or defined by Customer Manager.

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- 16.3 Before payment can be considered, a detailed elemental breakdown of work completed, unit price and cost must be provided to the originator or team leader as required. This may be required separately and ahead of the Service Provider issuing an invoice.
- 16.4 Where invoice for BACS payment is requested by the originator or user group:
- 16.4.1 The originator or user group will choose whether the invoice is to cover a single notice, project or period limited by time or value and will provide a purchase order number.
 - 16.4.2 The invoice must show an elemental breakdown that exactly matches any earlier report provided for the purpose of approving the charge and processing payment.
 - 16.4.3 The valid VAT invoice must include the originator's or user group's purchase order number.
 - 16.4.4 The invoice must be sent to the address advised by the Customer manager.
 - 16.4.5 The Customer will notify the Service Provider at the earliest opportunity if it believes there is an error or omission in respect of the invoice which requires the Service Provider's attention before the invoice can be paid.

- 16.5 In all cases, subsequent credits must be returned back to the same purchase order number as the original payment, unless otherwise agreed with the Customer Manager.

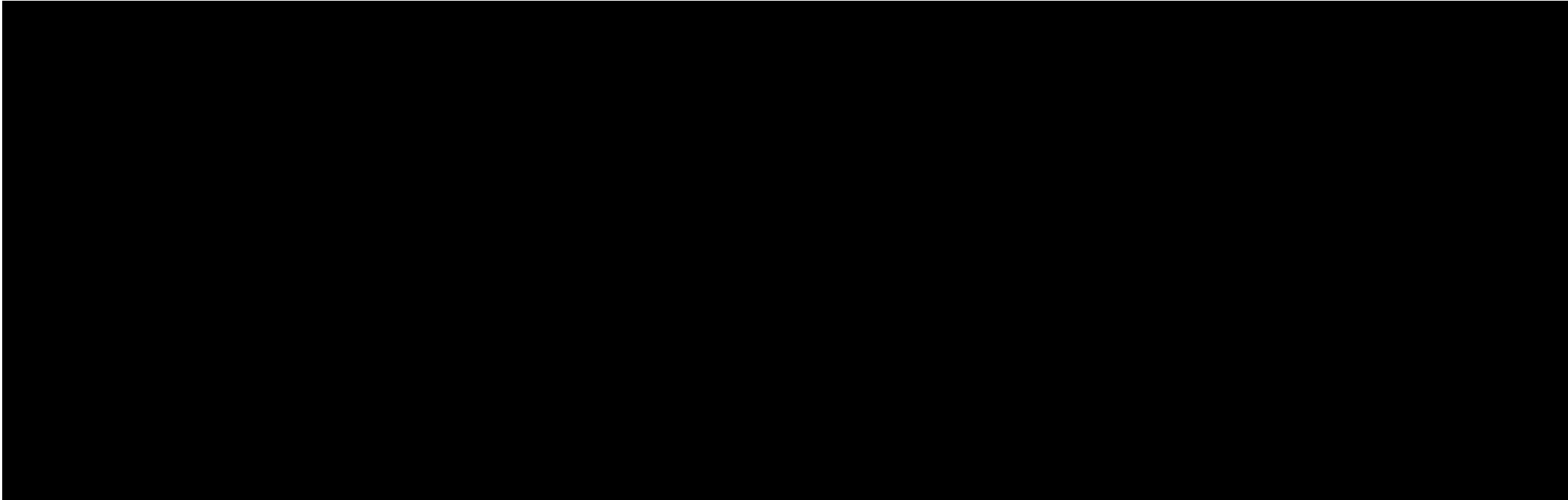
17. LOCATION

- 17.1 The Services will be carried out at the Service Provider's own premises.
- 17.2 The Service Provider will be required to attend meetings and provide training via Teams and/or at some of the following locations:
- 17.2.1 The DfTc National Transport Casework Team is located at Tyneside House, Skinnerburn Road, Newcastle Business Park, Newcastle NE4 7AR.
 - 17.2.2 DfTc Group Communications Customer Manager is based in Great Minster House, 33 Horseferry Road, London SW1P 4DR.

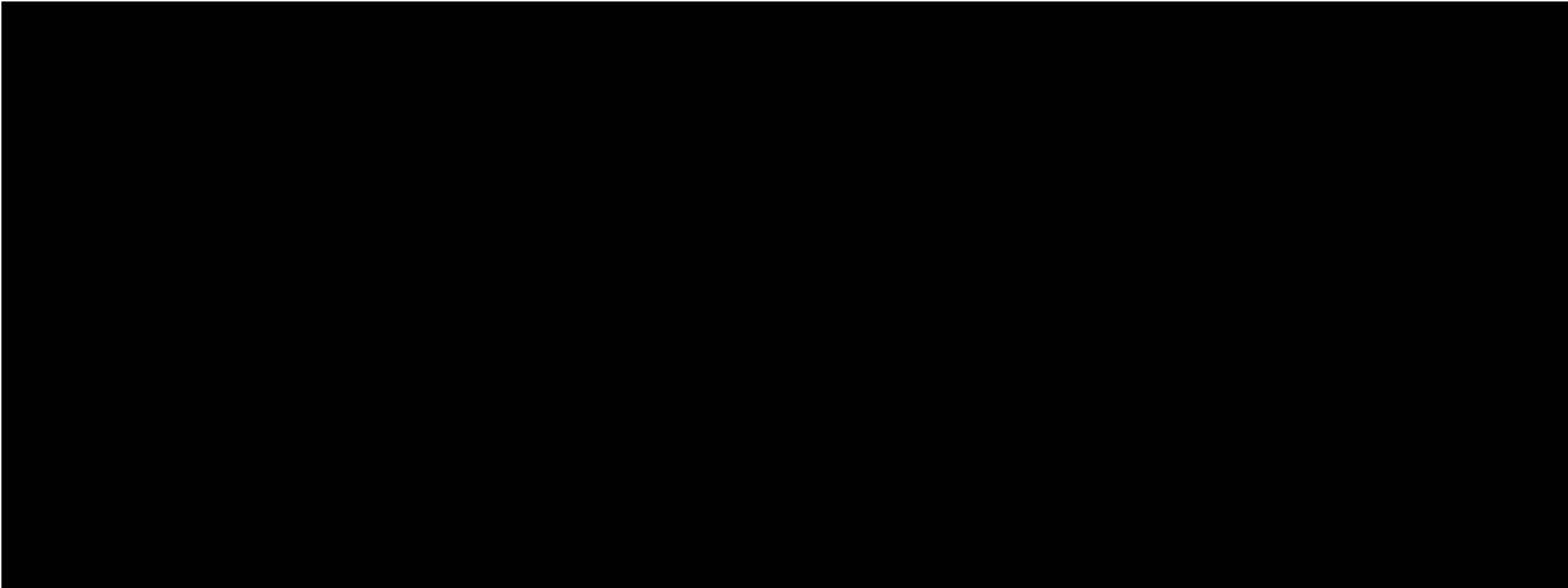
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Annex B - Agency Charges



Annex B - Agency Charges Continued



Annex B

Statement of Work-

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated [insert date of signature of Order Contract.]

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract;
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.

Project:	<i>Set out a short description of the Project.</i>
Project start Date Notice period for cancellation [Project Notice Period]:	<i>Set out the start date for this Project and its duration and the likely end date if known– state whether for a fixed term or an initial term with extension periods</i> <i>Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period</i>
Overarching Brand/Campaign	<i>If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them and what the relationship of this campaign will be to them.</i>
Goods or Services	<i>Set out a description of the Goods or Services to be supplied by the Agency for this Project.</i> <i>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</i> <i>Ensure you capture any work across distinct specialisms or channels, for example if you were working on an integrated campaign you may write:</i>

	<ul style="list-style-type: none"> • Creative for campaigns (service) • Development and testing of creative propositions (deliverables) • Creative assets for use on social media • Delivery of creative assets for “Above the Line” media • Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines • PR • PR strategy that compliments the “Above the Line” approach • Development and delivery of PR hooks/stunts in agreement with the client • Development of three Op eds, case studies and three feature articles • Management of media at up to seven events, working with departmental press office • Evaluation in accordance with the OASIS framework <p>State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.</p> <p>State that Client’s use of the Goods or Services will be “subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract “.</p>
Project Plan:	<p><i>Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Goods or Services (if known)</i></p>
Contract Charges:	<p><i>Set out the calculation of the Contract Charges [(including rules for the recovery of expenses where applicable)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency’s Rate Card should be attached, together with invoice dates or milestones that trigger payment.</i></p> <p><i>Set out any payment terms specific to the Project.</i></p> <p>Examples of different wording for Contract Charges:</p> <p><i>The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly</i></p>

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	<i>instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs</i> <i>OR</i> <i>The Contract Charges shall be calculated using the hourly charge out rates shown in[the Tender], [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</i>
Client Assets:	<i>Set out details of the materials or information to be provided to the Agency.</i>
International locations:	<i>If Services are to be supplied outside the UK, specify additional territories here</i>
Client Affiliates:	<i>If relevant, set out any Client Affiliates which will be using Goods or Services</i>
Special Terms:	<i>Set out any special terms that are intended to take precedence over the Order Terms and/or the Schedules to the Order Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc.</i>
Key Individuals:	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>
Authorised Agency Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</i>
Authorised Client Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.</i>

Signed by:.....

by (print name):.....

As Agency Authorised Approver for and on behalf of

[Agency]

Date.....

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Signed by:.....

by (print name):.....

As Client Authorised Approver for and on behalf of

[Client]

Date.....