

Order

ORDER NO: SER/0682

DATE OF ORDER: 31 May 2017

(to be quoted on all invoices and correspondence relating to this Order)

FROM: (name and address of Customer)

Angela Maher
Water Services Regulation Authority (Ofwat)
Centre City Tower
7 Hill Street
Birmingham
B5 4UA

angela.maher@ofwat.gsi.gov.uk Tel: +44 (0)121 644 7790 www.ofwat.gsi.gov.uk TO: (name and address of Supplier)

Redhouse Lane Communications Ltd 1 Sans Walk London EC1R 0LT

www.redhouselane.com

DELIVERY ADDRESS

Services rendered at Bloomsbury House, 21 Bloomsbury Street, London WC1B 3HF

and, when required

Centre City Tower, 7 Hill Street, Birmingham B5 4UA

INVOICE ADDRESS

finance@ofwat.gsi.gov.uk

or

Finance Team
Water Services Regulation Authority (Ofwat)
Centre City Tower
7 Hill Street
Birmingham
B5 4UA

Any Agreement arising from this Order shall be governed by the Terms and Conditions of Contract for Consultancy Services as set out in Appendix A; the Customer's revised Invitation to Tender dated 19 May 2017 and clarification paper (attached at Appendix B); the Supplier's quotation dated 30 May 2017 and Information Security Plan clarification email dated 31 May 2017; and any enhancements thereto and provisions expressly listed herein.

Project: Call Off Proofreading and Editing Services (PROC.01.0565)

Initial planned work

We intend to commission key Water 2020 documents for proofreading or editing or combined proofreading and editing Services. The Supplier will need to carry out its work to accommodate the publication deadlines as set out below.

Key Documents	Publication Date	
Water 2020 Draft methodology consultation document	11 July 2017	
Water 2020 Final methodology consultation document	December 2017	

Call Off commencement date and Explry Date: Agreement commencement date will be 2 June 2017; and the Agreement shall expire on 31 March 2018; unless extended or terminated earlier pursuant to this Contract.

Security Requirements

This Agreement is subject to the satisfactorily completion of Baseline Personnel Security Standard (BPSS) verification checks; any checks not completed satisfactorily may result in the termination of the Agreement.

Call Off of Agreement Services: Services hereunder may be engaged by the Project Manager or another Ofwat representative by contacting the Supplier and quoting the order number (SER/0682).

Instructions may be given by letter, by email or by telephone. On receipt of an instruction from the Customer the Supplier will complete a "Confirmation of Instructions" and will forward this to the Customer.

Due to the ad-hoc nature of the Services to be performed hereunder, it is not possible to specify the Services in this Order. Services shall be as specified in the relevant Confirmation of Instructions.

The Supplier shall include in the Confirmation of Instructions at least the following information:

- Scope and Contract Services;
- Timetable:
- Delivery team; and
- Capped price.

The Confirmation of Instructions and this Order, together with the Terms and Conditions of Contract for Consultancy Services will form the contractual basis on which the contracted Services will be

provided in relation to each instruction.

Agreement Charges per hour:

The table below provides the Charges per hour for the Supplier's Key Personnel involved in the performance of the Services:

Role	Hourly Rate (£)	
Senior Editor		
Project Manager		
Account Director		

The Supplier's Charges for the performance of the Call Off Services to the Customer shall be as calculated in accordance with the charging rates as specified in the Order.

The hourly rates are excluding lunch breaks and are exclusive of travel and accommodation outside of Central London.

Hourly rates will be all inclusive with the sole exceptions of:

- · Disbursement for travel and accommodation expenses; and
- Value Added Tax.

Progress

The Supplier will discuss with the Project Manager any arrangements that define progress made on this project.

Invoice procedure and payment profile

Invoices for payment will be due upon acceptance by the Customer of completion of the commissioned project with the following Payment Profile. Where the Customer raises points on project completion submitted for acceptance, the Supplier will address these points before resubmitting the invoice for acceptance.

The payment profile for the project shall be as follows:

Key Deliverables	Percentage Payment	
Project Completion	100% of cost of achieving project completion for each key Deliverable	

Invoicing and payment terms will be in accordance with the Terms and Conditions of Contract attached as Appendix A. Payment will be made electronically via Banks Automated Clearing Services (BACS).

Any travel and accommodation expenses require prior approval of the Customer and if approved will be reimbursed on acceptance of receipts and where appropriate a mileage log. Any travel and accommodation expenses must be in accordance with the travel and accommodation rates as attached at Appendix C. Any travel undertaken as a consequence of performance of this Agreement must utilise the most cost effective means (taking into account the cost of travel, the cost of accommodation and savings in time) for the whole journey.

Contract Management

The Customer's Project Manager will be:

Angela Maher - Head of Strategic Communications, Corporate Communications

Telephone no: +44 (0)121 644 7790

Email address: angela.maher@ofwat.gsi.gov.uk

The Supplier's Contract Manager shall be:

The Key Personnel for the provision of the Services hereunder shall be:

Variations

Variations

Any variations to the Order must be agreed in writing in accordance with Clause 25.3 of the Terms and Conditions of Contract for Consultancy Services.

Signed for and on behalf of CUSTOMER

Name: Angela Maher

Title: Head of Strategic Communications, Corporate Communications

Signature:

Date: 2 JUNE 2017

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Signed for and on behalf of SUPPLIER			
Name			
Title:			
Signal			
Date:	7 June 2017		

Appendix A

Terms and Conditions of Contract for Consultancy Services

Attached as a separate document.

Appendix B

Clarification Paper – Written Questions and Answers to the ITT Document

No.	Submitted	Question	Answer	Answered
1		Could you let me know If Ofwat anticipates this		
- 1		work to be cerned out within its offices in		
		Birmingham and London, or whether it could	Ofwat prefers to have the work carried out at	
		predominantly carried out elsewhere, with	our offices, either in Birmingham and London.	
		occasional meetings in your premises?	but may consider offsite, for the initial piece of	
1	16/05/2017 16:29	(Raised under additional information section)	work.	18/05/2017 10:11
		With regards to privacy (Appendix E Annex	There is no requirement for the Supplier/Key	
- 1		C), what personal data are suppliers likely to	Personnel to handle personal data as part of	1
2	19/05/2017 10:16	need to process on behalf of Ofwat?	the project.	22/05/2017 14:00
		Good afternoon, Ref: The supplier will be		
		required to work at our premises in London or		
- 1		Birmingham or offsite as requested by the		
		project manager. In your tender spec - is the		
- 1		requirement for the successful bidder to work		
- 1		full time from your office, or is there potential	We would prefer the Supplier to be based on	
- 1		for the supplier to work from their own offices	site while carrying out editing tasks. If that is	l
		(attending meetings as required). Thank you in	not practicable, then we will consider other	
3	18/05/2017 15:22		arrangements.	22/05/2017 14:00
		Good evening, Re: the information security		
		plan. The questionnaire says this: "As the		
- 1		information security assessment level is high		
- 1		or very high then Suppliers are required to		
- 1		complete and return a draft security plan,		
- 1		using the self-assessment set out in Annex C		
- 1		of Appendix E." Does this mean that the	The security plan contains guidance and then	
		answers to the self-assessment serve as the	the list of questions for completion forms the	
		security plan, or is a separate document	part of the plan. This will be assessed in	
4	22/05/2017 22:03	required?	relation to the Supplier holding our information.	23/05/2017 11:07

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		l .	There is no recommended supplier for BPSS	
			checks. You can check with the UK National	
			Security Vetting(UKSV)to see if it can be done	i
		is there a recommended provider to use when	online direct, but the new portal may not be up	
		applying for a Baseline Personnel Security	and running. In which case you will have to	
- 1		Standard (BPSS) certificate? I can see	use a 3rd party. As we do ours ourselves	
		various third-party providers offering the	there is no recommended 3rd party. Google	
		service, which I assumed would have been	could be resorted to, to see if there's any	
5	22/05/2017 17:23	run by central government.	reviews of good or bad experiences.	23/05/2017 12:1
		Could you confirm when we will know if we are		
		required for presentation on 31 May and	On reflection, and due to the very tight	
		whether that date is at all flexible. Many	timescale for starting work, we will not be	
6	24/05/2017 11:35		requiring presentations.	25/05/2017 09:3
		in the Supplier questionnaire, section 3.1 b)		
- 1		Other can we include more central		
		government / civil service contracts in this		
		section or are you looking for private sector	Please include any experience you feet is	
7	24/05/2017 11:37	experience here?	relevant.	25/05/2017 09:4
			It would be helpful to submit your response	
			using Appendix C - Supplier Questionnaire as	
-1		Should our response be returned within the	it will make evaluation easier for the Ofwat	
- 1		Supplier questionnaire template or are we	team. Although if your separate document	
		allowed to submit a separate document using	covered all aspects of the Supplier	
8	24/05/2017 11:39	our own template and incorporating graphics?	Questionnaire, then that should be fine.	25/05/2017 09:4
- 1			We expect potential Suppliers to price	
- 1			appropriately for the work required. An initial	
- 1			budget estimate was provided between	
1			£10,000 - £20,000 (excl VAT) but as this is a	
- 1			call off contract, it is difficult to quantify. 8.1	
- 1			Please note that the fTT and Appendix C -	
			Supplier Questionnaire documents were	
- [revised and reissued on 19 May 2017. Please	
- 1			ensure that you have read these revised	
			documents. The changes made are highlighted	
- [Finance - do you have an estimated budget for		
		the annual spend including ad-hoc projects	section has now changed. A capped price is	
1		that you can share with us? 8.1 When you ask		
- 1		for a capped price for the project, we assume	for ad hoc and Water 2020 documents.	
		we should just quote for the Water 2020 draft	instead an hourly rate (£) and rate (£) per	
		document and the Water 2020 final document -	1,000 words are required for the key Services	
			which are proofreading / copy editing /	
		the purposes of 8.1 c), should we assume	combined proofreading and copy editing. 8.1c	
		meetings could be in either Birmingham or	It is correct to assume meetings could either	050000017.00
9	24/05/2017 11:44	London?	be at our Birmingham or London offices.	25/05/2017 09:4
			As part of the procurement process, the	
		Can we assume the Information Security	Information Security Assessment is required	
		Assessment will be filled in by the appointed	at this stage as it will be assessed on a	
		contractor only and we don't need to return it	pass/fail basis. It will be too late to complete	

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Appendix C

Travel and Accommodation rates

Receipts must be submitted with all claims and must be in accordance with these rates.

Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

London	£165
Elsewhere	£115
Private residence	£25

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

Mileage Rates:

25p per mile

Rail Travel

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.