

# 1. FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS

## Part 1: Letter of Appointment – RM3796 Communication Services

### LOT 6 Creative Development and Delivery

Department for Transport  
Great Minster House  
33 Horseferry Road  
Westminster  
London  
SW1P 4DR

Dear Sirs

### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 16<sup>th</sup> January 2017.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

Order Number:	To be confirmed
From:	Department for Transport ("Client")
To:	DC Group ("Agent")

Effective Date:	8 <sup>th</sup> January 2018
Expiry Date:	End date of Initial Period 7 <sup>th</sup> January 2020. End date of Maximum Extension Period 7 <sup>th</sup> January 2022. Minimum written notice to Agency in respect of extension: 1 month.

Relevant Lot:	Lot 6 Creative Development and Delivery
Services required:	Set out in Section 2 (Services offered) and refined by: the Client's Brief attached at Annex A and the Agency's Proposal attached at Annex B.

Statement of Work	<p>The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2</p> <p>All call-off work must be agreed between both Parties using the Statement of Work, or another briefing template mutually agreed between both parties.</p>

Key Individuals:	<p><b>For the Agency</b> Redacted</p> <p><b>For the Client</b> Redacted</p>
[Guarantor(s)]	N/A

<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p>	<p>Payment will be made in line with the Rate Card Below:</p> <p><b>Redacted</b></p>
	<p>The total contract value will not exceed £240,000.00 including any extension options. This is a call off contract and therefore there is no guarantee of spend.</p> <p>The Client has final sign off of all material and payment will not be made until this is given.</p> <p>Payment will only be made following satisfactory delivery of preagreed certified products and milestones.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs in line with the contract rate card.</p> <p>Day rates are inclusive of all expenses but exclusive of VAT.</p>
<p>Insurance Requirements</p>	<p>No additional insurance requirements above those stipulated in the Framework Terms and Conditions.</p>

Client billing address for invoicing:	All invoices must quote the appropriate Purchase Order number supplied by the Client. The Client may provide separate Purchase Order Numbers for different services and projects. Agency invoices should be sent to either (not both): Redacted
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Alternative and/or additional provisions:	Not applicable.
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**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.**

**The Parties hereby acknowledge and agree that this Call-Off 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:**

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

## **ANNEX A**

### **Client Brief**

#### **1. SCOPE OF REQUIREMENT**

- 1.1 The main aim of the contract is for Agency with a comprehensive range of services to take the communications requirement from initial concept through design and typesetting then digitally print to large format or purely online product. Physical print is not within scope of this contract.
- 1.2 The Agency will have a combination of all of these services and be expected to design creative and engaging graphic communications of the Client's content in all formats including digital and on-line media. There may be a need for some simple branding work, however no other marketing, strategic communications. PR services will not be purchased from under this agreement.
- 1.3 The Agency(s) will provide complex and simple design and typesetting for strategic communications projects with diverse target audiences including; UK commuters of fare paying age, road users, passengers, people with disabilities using public transport, Industry, business groups, young people etc.
- 1.4 Design advice and solutions should reflect the whole life cycle of the project, including creative approaches, as well as practical and innovative digital production solutions. The Agency will be expected to have a broad practical understanding and experience of supplying communications from concept to publication on-line or in print.
- 1.5 The Agency are primarily commissioned to create relevant, original and creative graphical layouts of the Client content. Typically this will use text and images provided by the Client. However, it could involve copywriting, picture research, illustration or the use of library images.
- 1.6 Where copy is to be provided by the Client, it will be in the format of Microsoft Office software products, with illustration files, most often in JPEG, TIFF, PNG or EPS formats. The copy will be predominantly text, although tabular work, graphs and illustrations may be incorporated or need to be generated from data provided

#### **2. THE REQUIREMENT**

##### **2.1 Graphic Design**

2.1.1 The Agency remit will include commissions to create visual concepts that communicate Client messages in a way that motivates and informs the public and business. The Agency will develop the overall layout and production design for various communication channels important to the Clients audience.

2.1.2 In addition, simple branding services will be required including; developing simple brand propositions, designing the brand/logo, developing/producing brand identity guidelines for use with a range of current and future media.

2.1.3 The range of marketing digital/large format work will include:

2.1.3.1 Infographics

2.1.3.2 Posters and leaflets design

2.1.3.3 Promotional items

- 2.1.3.4 Branding and logos
- 2.1.3.5 Publications design
- 2.1.3.6 Digital Display Graphics

2.1.4 The point of contact within the Publishing team will brief the Agency via email. Briefs will describe the objectives, audience, content and the formats of the copy available. The brief will also set out the production schedule and stipulate what is required by way of mockups, proofs and speed of response.

2.1.5 The Client will also provide feedback on how to develop one or more of their ideas from rough through to proof stage. The Client may require further roughs or higher quality proofs illustrating the developed design(s). This stage may be reiterated, typically with a reducing number of ideas and increasing quality of proofs and presentation.

2.1.6 Artwork files must be held by the Agency securely throughout and after each project and in such a way that they can be retrieved and reused easily. These files remain the property of the Client and must be sent to them as soon as possible when requested.

2.1.7 Provisions for storing data include;

2.1.7.1 storing data in non-proprietary or open standard where practical

2.1.7.2 back up or migrate files to new media between two and five years after they were first created,

2.1.7.3 check the data integrity of stored data files at regular intervals

2.1.7.4 organise and clearly name stored data so that it can be easily

retrieved

2.1.7.5 At termination or the end of the contract period, all copy held by the Agency should be returned to the Client and free of charge, and copies held by the Agency destroyed.

2.1.8 While the Client makes every effort to allow plenty of time for each stage of their projects, the pressures of delivering government campaigns and initiatives often reduces these plans so the contractor must have the capacity to increase resource where necessary.

2.1.9 There will be occasions when Client officials will need to convey late and complicated last minute changes and revisions directly to the operator at the Agencies premises to maintain critical publishing schedules. This will be the case during late running projects for major policy statements, highly technical policy publications and high profile Ministerial announcements.

2.1.10 These revises will often include many artwork, design and editing refinements which need to be updated immediately. As the final check, these on-site revises must be incorporated quickly and accurately allowing the Client to advise on adjusting page elements and controlling page creep' to ensure the layout remains acceptable before the final sign-off.

2.1.11 There will be occasions, such as high profile Ministerial announcements, when overnight or 24 hour turnaround times and weekend working will be requested.

2.1.12 The Client therefore has an on-going operational requirement for;

2.1.12.1 24hr turnarounds

2.1.12.2 Late evening and weekend services (by arrangement)

2.1.12.3 Instructing urgent author corrections at the contractors premises (by arrangement).

### **3. KEY MILESTONES**

3.1 The Agency shall provide the ordered services to the specification agreed between the Agency and Client and to the schedule required. This specification may also include the application of specific corporate templates or style guides as required by the Client.

3.2 Whilst each design project will be different, the Client expect the following timelines to apply to responding to complex design commissions;

3.2.1 Acknowledge detailed brief within 24hrs,

3.2.2 Present priced proposal along with concept, design approach and price within ten working days

3.2.3 Provide artwork to development of initial concepts and each subsequent proofing iteration within timeline agreed with client.

3.3 The Agency must attend a kick off meeting within two weeks of contract award. Additionally, the Agency must also attend project meetings as required by the project's importance to the Client.

### **4. AUTHORITY'S RESPONSIBILITIES**

4.1 The Client will provide full detailed design/typesetting brief for each project commissioned. The Client will provide approved content, images and any other asset required for the creation and fulfilment of the design commission.

### **5. REPORTING**

5.1 The Agency will provide ad-hoc reports on project progress, spend to-date and issues affecting the agreed schedule on request by the Client or as necessary by the Agency.

5.2 Requests from the Client should be acknowledged no later than the next working day with reports to be delivered not normally more than two working days from the date of request.

5.3 The Agency will be required to send the Client confirmation of the final estimated charge prior to submitting each invoice.

5.4 The Agency will be required to provide quarterly management information on spend to date, categorised by project and summary of services provided with each project.

### **6. VOLUMES**

6.1 The Client cannot guarantee the volume of work the Agency may be offered or required to undertake.

Nor can the Client estimate the likely volume that will be required overall during the Contract Period.

6.2 The publishing projects include; Departmental and Parliamentary publications, campaign collateral, public consultations and other print and digital products. These projects are usually produced within very short deadlines and require an urgent response. For complex high profile projects this typically means around 10 days (including overnight turnarounds) from approved concept to Client sign-off. Simple design projects and typesetting to corporate brand average 5 – 7 days. Late evening and overnight working will often be required to maintain schedules. While a 24 hour shift pattern is not obligatory the Client expects the Agency to provide late evening and weekend working by arrangement.

## **7. CONTINUOUS IMPROVEMENT**

7.1 The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

7.2 The Agency should present new ways of working to the Client during quarterly Contract review meetings.

7.3 Changes to the way in which the Services are to be delivered must be brought to the Client's attention and agreed prior to any changes being implemented.

## **8. QUALITY**

8.1 Designs require presentation, digital proofing, amendment and approval from the Client. The result should be an effective graphical representation of a brand and/or message, which is capable of being economically communicated digitally and in print format.

8.2 Following sign-off the Agency must provide digital artwork as specified by the Client, complete and produced to a professional standard, ready for production in whatever media is required, eg web enabled, digital display, print-ready files with embedded fonts and all graphics files.

8.3 The standards expected of design submissions during the contract include:

8.3.1 Logo / graphic design: EPS and AI

8.3.2 Web / Wordpress design: PSD

8.3.3 Design elements must be vector based with all vectors being editable and scaleable.

## **9. STAFF AND CUSTOMER SERVICE**

9.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

9.2 Agency staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

9.3 The Agency shall ensure that staff understand the Client's vision and objectives and will provide excellent customer service to the Client throughout the duration of the Contract.

## **10. SERVICE LEVELS AND PERFORMANCE**

10.1 The Client will measure the quality of the Agency delivery as follows:

10.1.1 The Agency will respond to all emails within 24hrs.

10.1.2 The Agency will deliver designs in accordance with the job specification and within the schedules agreed.

10.1.3 The Agency will respond to a request for quotes with an itemised and fully costed quotation within the schedule agreed and in accordance with the contract price.

10.1.4 The Agency will provide quarterly MI reports on time. The MI will capture spend to date by project and as a whole, summary of project services charged for, outstanding project and billing issues.

10.1.5 The Agency will respond to ad-hoc MI requests, in a format mandated by the Client, within 5 working days.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Response to complex design proposal	Provide detailed proposal with concept rational, example of layouts and price budget within 10 working days	100%
2	Response to simple design proposal	Provide detailed proposal with price budget within 3 working days	100%
3	Response to first proof (complex) of 64 page product	Provide accurate first proof in agreed style within 48hrs of receipt of authors comments	100%

10.2 Where Agency has failed to perform any part of the Contract as per service levels with the skill and diligence that a suitably qualified person performing the Contract could reasonably be expected to exercise, the Client will inform the Agency detailing the way in which his performance falls short of the requirements of the Contract, or is otherwise unsatisfactory.

10.3 Where the Agency has been notified of a failure, and the work is not fit for purpose, the Client may request that the Agency, at his own expense and as specified by the Client, correct or re do to the work to the Client(s) satisfaction within a reasonable time specified by the Client;

10.4 For each breach of KPIs 1, 2, and 3 the Client will be due service credits equal to the number of days delay caused. This will be broken down as follows:

$$\frac{\text{Annual value of the contract} \times \text{Number of days delay caused}}{365 \text{ (days in a year)}}$$

365 (days in a year)

10.5 Where the Agency has breached the Service Level Agreement more than three (3) times in a period of four (4) weeks, the Client reserves the right to terminate the contract without financial penalty or notice.

10.6 Where the Client identifies poor performance against the KPIs 1 - 3, the Agency shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification at the Client's premises.

10.7 The Agency shall be required to provide a full incident report which describes the issues and identifies the causes. The Agency will also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service

failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.

10.8 The Client agrees to work with the Agency to resolve service failure issues. However, it will remain the Agency sole responsibility to resolve any service failure issues.

10.9 Where the Agency fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Client reserves the right to seek early termination of the contract in accordance with the procedures set out in Appendix C - Terms and Conditions.

10.10 The Agency is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Agency. The Agency is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Agency, this however does not exclude sub-contractors or other agents working on behalf of the Agency from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.

10.11 If any sub-contractors or other agents working on behalf of the Agency are found unsuitable, for whatever reason, the Agency is to engage with the relevant sub-contractors or other agents to broker a resolution.

## **11. SECURITY REQUIREMENTS**

11.1 The Agency will be expected to store the Client's design assets securely and adhere to industry standards for file storage, back up and transmission. This will include among other measures;

11.1.1 storing data in non-proprietary or open standard where practical.

11.1.2 back up or migrate files to new media between two and five years after they were first created, since both

11.1.3 check the data integrity of stored data files at regular intervals

11.1.4 organise and clearly name stored data so that it can be easily retrieved

11.1.5 At termination or the end of the contract period, all copy held by the Agency should be returned to the Client, free of charge, and copies held by the Agency destroyed.

## **12. INTELLECTUAL PROPERTY RIGHTS (IPR)**

12.1 Copyright in the work arising out of the performance by the Agency of their duties under this Agreement is to be assigned to and shall vest in the Client absolutely. This condition will apply during the Contract and after its termination howsoever arising.

## **13. LOCATION**

13.1 The Services will be carried out at the Agency's premises. The Agency may be required to attend project pitch meetings at the start of high profile projects at the Clients London HQ building where this is requested by the Client.

## **ANNEX B**

### **Agency Proposal**

Services will be delivered in line with the tender response submitted via the CCS eSourcing portal of 23<sup>rd</sup> October 2017.

**Redacted**