1. FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS
	1. **Letter of Appointment**

Department for Transport,

Great Minster House,

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 23rd September 2020.

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: | [TBC] |
| From: | Ministry for Transport ("Client") |
| To: | Identity Holdings Ltd ("Agent") |

|  |  |
| --- | --- |
| Effective Date:  | 1st October 2020 |
| Expiry Date:   | End date of Initial Period 30th September 2022End date of Maximum Extension Period 24th September 2023Minimum written notice to Agency in respect of extension: 28 days |

|  |  |
| --- | --- |
| Relevant Lot: | N/A |
| 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; and  |
| Statement of Work | Not Applicable |

|  |  |
| --- | --- |
| Key Individuals: | Department for Transport**REDACTED**Identity Holdings Ltd**REDACTED** |
| [Guarantor(s)] | Not Applicable |

|  |  |
| --- | --- |
| Call Off Contract Charges (including any applicable discount(s), but excluding VAT): | Maximum Value £14,250,000.00 Details Set Out in Annex C -  |
| Liability | Agency Liability: [see clause 18.3 of Call Off Contract]Client Liability: [see clause 18.5 of Call Off Contract] |
| Insurance Requirements | Insurance RequirementsAdditional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £1 million for each individual claim.Additional employers' liability insurance with a minimum limit of £1 million indemnity.Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1 million for each individual claim.Product liability insurance cover all risks in the provision of deliverables under the Call-Off Contract, with a minimum limit of £1 million for each individual claim. |
| Client billing address for invoicing: | **REDACTED** |

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| --- | --- |
| GDPR | Set out in Section 8 Authorised Processing Template of Call Off Contract |
| Alternative and/or additional provisions: | N/A  |

**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: **REDACTED**  Name and Title: **REDACTED**

Signature: Signature:

Date: Date:

Annex A

**Client Brief**

# definitions

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| The Customer | Means the Department for Transport |
| The Supplier | Means the Supplier |
| Haulier | Means the truck driver/trucker |
| KPIs | Key Performance Indicators |
| Partner | Another Supplier or agencies recruited by DfT to deliver elements of this project or wider campaigns. |
| Industry Partners | Stakeholders and deliver partners in or related to the transport sector. |
| Brief | This document |
| EU/InternationalHaulier  | For the purpose of this brief we are referring to:EU: Poland, Romania, Holland, Spain, Germany, France, Hungary, Lithuania, Bulgaria, Czech Republic, Portugal, Italy and Slovakia. International: Russia, Turkey |
| Project | The subject matter of this brief |
| Staff | Personnel trained to manage the Information and advisory Sites at agreed locations |
| DfT | Department for Transport |
| HMRC | Her Majesty’s Revenue and Customs |
| DEFRA | Department for Environment, Food and Rural Affairs |

# scope of requirement

## The Supplier shall be a highly skilled experiential Supplier with an outstanding record in both UK and EU-wide successful events and launches, and expertise in engaging with audiences.

## Identification of initial sites is out of scope. These will be provided.

## The Supplier responsibilities will include:

### Engaging site owners, identifying size of Information and Advice Site required, agreeing ideal location, stand setup, security of stand when not staffed e.g. overnight or at weekends where applicable.

### Recruitment, training, management and quality assurance of staff for all sites and events. In addition to English, there should be network of priority language speaking staff recruited across the sites, enabling hauliers with limited English to gain support from a neighbouring site, or by phone

### Managing travel, accommodation and other project related expense of staff

### Ordering from Partners the stands/event kit, storage, uniforms, wifi connectivity, IT kit and printers, and relevant literature for each stand site in the languages agreed for each location. Contact details and process will be provided.

### Gathering non-personal daily monitoring information on the conversations held and levels of haulier readiness to keep staff adequately trained and improve operational performance.

### Use these data sets to compile daily and weekly status reports for the Customer,

### Procurement of locked-down tablets specifically for border readiness check

### Print production and stock management of literature for the outreach programme

# The requirement

## The Supplier must be competent at managing multiple agencies.

## The Supplier will work with other Partners involved in this project. This will include the current Supplier whose contract has been extended for twelve months to allow time to jointly develop best practice in delivery of the requirement and a smooth hand over in responsibility for the contract. This will mean at times both Suppliers will be delivering the requirement at the same time and in partnership. At other points, the two Suppliers may be delivering separate elements of the requirement, and/or playing a supporting role to develop the delivery model.

## The Supplier will propose criteria by which to evaluate sites being used in the UK and across the EU, and inform future site recommendations.

## The Supplier will design and develop a process for daily reporting on management information reporting against agreed performance and evaluation metrics.

## The Supplier will also provide management information and campaign learnings that feed in to status, contract review and post activity evaluation reporting and campaign optimisation.

* 1. The Supplier may be required to deliver a range of event management related services, which may be within or outside the UK including but not limited to management of individual events such as exhibitions, conferences or seminars and actively promoting them on behalf of the Customer.
	2. Some policy content is expected to be sensitive and will require a robust approach with intelligent negotiation and an eye for potential issues and conflict.
	3. The Supplier shall provide a clear pathway with ambitious and realistic targets for developing partnerships, deliverables and outputs.

## The Supplier shall be required at periodic intervals during the contract to provide a daily progress report of the advisory sites and in the format specified by the Customer. The content of such reports shall be defined by the Customer.

* 1. Should it be needed during the contract that the Supplier prepares publicly facing communications, it should be developed with accessibility in mind and meet the required accessibility standards. [https://www.w3.org/WAI/fundamentals/accessibility-intro](https://www.w3.org/WAI/fundamentals/accessibility-intro/) for all online content and comply with web content accessibility guidelines (WCAG) 2.1 <https://www.w3.org/WAI/standards-guidelines/wcag/>

## Event Management and related activities

### The Customer may require a range of event management and related services that may include: Management of events such as exhibition, conferences or seminars. Where appropriate, the Supplier will proactively promote the said events on behalf of the Customer.

* + 1. Development of event content and event production including technical services, especially in relation to virtual delivery.
		2. Provision of display/exhibition stands, uniforms, laptops, touch screen devices, portable display stands and similar equipment.
		3. Provision of on-site or online resource to manage and deliver events.
		4. Venue sourcing, contracting and management.
		5. Development of online platforms to deliver remote/virtual events.
		6. Security, translation/transcription and host broadcasting services.
		7. Customer relationship management.
		8. Events may be within or outside of the United Kingdom.
		9. Delivery in partnership with other government departments and agencies may be required.

## Set-up of network of Information and Advice Sites:

### Initial locations for UK sites will be provided by the Customer. Any EU sites will be situated in similar locations as well as border crossings. Future delivery may also take place on some ferry crossings.

### Some sites may be at entirely outdoor locations and others may be located outdoors adjacent to venue buildings.

### There shall be a minimum of two attendants on each stand, with capacity to accommodate eight in periods of high demand.

### Sites will be manned for one, two or three shifts commencing/ending at appropriate times for the site location and operational logistics.

### A proportion of locations will require 24-hour staffing. Staffing rotas at priority sites near ports should be coordinated around likely peaks in demand.

### The Supplier must adhere to working time directives when planning shifts/coverage.

### It is anticipated that in most cases space will be secured in kind or at cost. In cases where the Supplier pays fees associated with the hire and services to site, these are to be charged to the Customer at cost.

### Site visits, including risk assessments, should take place and a recommendation made on the site offer including provision of staffing, kit and outdoor set-up.

### It will be the Supplier’s responsibility to:

#### Acquire tablets, SIMS and data services if reliable Wi-Fi service is not available to facilitate the provision of advice to hauliers.

#### Arrange for storage facilities for materials and staff belongings as appropriate for the operation of each site.

#### Arrange distribution of stands, literature and equipment to all UK sites. The Customer and Its Partners can distribute to Supplier hubs or individual sites as required.

#### For all locations, the Supplier is responsible for ensuring receipt, acceptance and securing of deliveries at times or time ranges specified by the Customer or its Partners.

#### Ensure sites are insured and cover for any public liability claims, including in light of COVID-19 pandemic.

### The Customer will endeavour to make provide any necessary kit, literature or information produced centrally at least one week in advance of delivery (where possible).

### The Customer will pay Partners for delivery costs to the addresses the Supplier specifies in line with the paragraphs above. The Supplier will incur disposal or return costs when a stand is closed.

## Continuous maintenance of each site including:

### Ensuring security and maintenance of stand, equipment and materials on site as all times.

### Management of the literature stocks – ordering new stock in time to ensure stocks do not run out.

### Collection of performance management information including feedback from hauliers and staff on stand location, accessibility of information, information requested but not available in order to inform continuous improvement.

## At end of site presence, the Supplier will be responsible for the collection of stand, literature, equipment, uniforms and any other materials at each site and at the Supplier’s expense the Customer may direct that these materials are:

### Appropriately recycled in compliance with local regulations applicable to the site, or

### arranged for them to be delivered to other locations. The Supplier will ensure the Authority’s Ipads and all associated peripherals including cases, power packs etc will be returned to the Customer in the same condition and packaging in which it was originally despatched.

## The Supplier must hire and train Staff who will be able to answer key questions from hauliers and share with them where they can find more information.

## Staff will be fluent in English and the Customer will welcome proposals which offer stands with at least a second spoken official EU language, Turkish, or Russian at UK sites.

## Training of all Staff with standard script to be provided by existing partner. There will be a continuing requirement to provide updated information to hauliers and this will be reflected in the training content which must be communicated speedily to all Staff.

## The Supplier shall issue staff working at the stands with a uniform that is weather and season appropriate and looks to minimise costs by providing creative solutions for non-branded under layers with branded outer-layers that can be used year-round. Safety uniform should also be considered for locations close in proximity to high traffic flow e.g. ports, e.g. T-shirt:

### Artwork for uniform branding will be provided by the Customer as appropriate for the uniform garment(s) recommended by the Supplier.

### The Supplier is responsible for uniform production and supply.

## The Supplier shall provide a named account manager and named deputy who will act in their absence to manage the whole project including Supplier sub-contractors.

## The Supplier shall submit a security, contingency and disaster recovery plan specific to this requirement as part of their submission addressing the whole service and stand resources.

## The nominated account manager shall be required to attend regular account planning and review meetings, the frequency of which will be agreed between the parties following contract award – the Supplier shall be responsible for their own expenses in attending these meeting, no reimbursements will be made.

## The Supplier will be required to work in unison with the Supplier and their other service providers to ensure that delivery runs smoothly.

## Fully evaluating activity upon completion and provide report.

# key milestones and Deliverables

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe** |
| 1 | Kick off meeting with Customer | Within 2 working days of Contract Award |
| 2 | Response to detailed final brief upon contract award including:Finalised approach to management, org chart, timelines, roll out of the Pop-up sitesRecruitment and training Schedule,Budget breakdown and proposed invoicing schedule,Weekly and daily reporting content and format for the Customer/Partner | Within week 1 of Contract Award |
| 3 | Commencement of an operation of substantial proportion of site. | Within 2 weeks of Contract Award |
| 4 | Overall campaign Evaluation report at end of initial campaign. . | Overarching report within 4 weeks of project completion |
| 5 | Daily reports to be provided for the initial campaign and subsequent campaigns during the period of the contract. | Daily |
| 6 | Weekly Reports to be provided for initial campaign and subsequent campaigns during the period of the contract, | Weekly |

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# MANAGEMENT INFORMATION/reporting

## The Supplier shall provide daily and weekly status reports and attend status meetings, normally a conference, as required. The format of status reports and meetings will be agreed with Customer team on appointment.

## Potential Agencies should, as part of their Bid Submission, provide details of the management information systems they would provide and/or develop for the Authority in delivery of this contract. The Authority welcomes proposals for innovative information management reporting processes and systems to meet the Authority's reporting requirements, including details on the Supplier's processes and systems to provide detailed management information on a rolling basis for use by multiple audiences. Such solutions must be costed for in the Attachment 4a Price Schedule under the Account Management Costs table.

## The progress of the project will be monitored throughout with evaluation reports delivered within fourweeks of project activity.

# Volumes

## Total numbers of events over the course of the contract period are currently unknown, the Supplier will be required to work with the Customer to agree locations/timings and volumes.

## Volumes and contract spend are not guaranteed.

##  TUPE shall not apply.

# continuous improvement

## The Supplier should present new ways of working to the Customer at status, contract review and post activity review meetings, that will improve and enhance audience experience, cost efficiency and campaign outcomes.

## Changes to the way in which the Services are to be delivered must be brought to the Customer’s attention and agreed prior to any changes being implemented.

# Sustainability

## All materials must be recycled on disposal if possible.

# quality

## Staff must be trained to the specification stipulated in the training manual the Customer/Partner will provide. Staff must be polite, cleanly presented and dressed in a ‘branded’ t-shirt.

## Stand(s) must be maintained in its ‘new’ state.

## Technology must be working, and not broken.

# STAFF AND CUSTOMER SERVICE

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## A staffing specification will be shared for all sites. .

## The Supplier 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.

# service levels and performance

## The Customer will measure the quality of the Supplier’s delivery by: The Customer will agree KPIs with the Supplier at briefing stage for each campaign.

## The Customer will also measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Account management | Status reports to be submitted - attendance through weekly calls. Minimum Weekly, or more frequently if necessary to share feedback from the hauliers | 100% |
| 2 | Service response | Responsiveness to brief requirements from Customer. Initial response within 24 hours, Fully worked up response within 48 hours | 100% |
| 3 | Performance | Campaign optimised based on ongoing feedback and testing | Targets and frequency to be agreed at briefing stage |
| 4 | Performance | Performance against previous content and campaigns e.g. engagement rates and partner take up. | Targets and frequency to be agreed at briefing stage |
| 5 | Performance | Set attitudinal measures, pre and post operational activity. | 100% |
| 6 | Collaboration | Attend regular meeting with partner agencies and third parties to maintain clear line of communication and information flow. Weekly, or more frequently where needed | 100% |

# Security and CONFIDENTIALITY requirements

## As set out in the Terms and Conditions

## The Supplier shall keep all campaign briefings, materials and Partner agreements confidential until such time that the Customer has agreed their release.

## The Supplier must ensure all staff hired or assigned by the Supplier, or their subcontractors, who have access to confidential, personal, time embargoed or other Customer information have signed terms regarding their behaviour and confidentiality that at least meets the standards required in the Terms and Conditions.

## IT provided by The Customer must not be used for any purpose other than access to information relevant to delivery.

# payment AND INVOICING

## Detailed itemised costs must be provided and signed off by the Customer before any work commences. After which a Purchase Order will be provided by the Customer.

##  The Supplier shall produce and agree an invoicing schedule within 3 weeks of each detailed campaign brief.

## Payment can only be made following satisfactory delivery of pre-agreed products and deliverables that have been approved by the Customer.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed, unit price and cost must be provided to the Customer in an agreed format. This will be required ahead of the Supplier issuing an invoice as directed below, and could potentially be the draft invoice.

## Supplier invoices should be sent to either (not both):

### Email to SSa.invoice@sharedservicesarvato.co.uk in pdf format. It is the Supplier’s responsibility to ensure the email is received by the Account Payable team.

### Post to Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA

# CONTRACT MANAGEMENT

## Contract performance review meetings may be held monthly while activity is being planned, active and up to post activity review.

## Attendance at Contract Review and activity status meetings shall be at the Supplier’s own expense.

# Location

## The location of the Services will be carried out at the Supplier’s offices, at event locations and the Supplier will be expected to regularly attend meetings either at the Customer’s offices at Great Minster House, 33 Horseferry Road, Westminster, London SW1P 4DR or via digital platforms as appropriate.

## The event service will be delivered from core locations throughout the UK and EU and from non core locations worldwide to be confirmed on contract award.

## The Supplier will be responsible for ensuring their staff resources including any sub-contractors comply with any government social distancing requirements and any other government guidelines in place during the contract term.

Annex B

**Agency Proposal**

**REDACTED**

**Annex C**

**Statement of Works**

**Not Applicable**

**ANNEX D**

**Call Off Contract Charges (including any applicable discount(s), but excluding VAT):**

**REDACTED**

* 1. **Call-Off Terms**

Please Refer to Attachment 5a – Terms and Conditions