





Letter of Appointment

ORDER NO: **SER/0569**

DATE OF ORDER: **29 January 2016**

(to be quoted on all invoices and correspondence relating to this Letter of Appointment)

<p>FROM: (name and address of Customer)</p> <p>Angela Maher Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>angela.maher@ofwat.gsi.gov.uk Tel: +44 (0)121 644 7790 www.ofwat.gsi.gov.uk</p>	<p>TO: (name and address of Supplier)</p> <p> MediaWorks LDN Creston House 10 Great Pulteney Street London W1F 9NB</p> <p> www.mediaworks.london</p>
<p>DELIVERY ADDRESS</p> <p>Services rendered at Centre City Tower, 7 Hill Street, Birmingham B5 4UA</p> <p>and, when required</p> <p>Bloomsbury House, 21 Bloomsbury Street, London WC1B 3HF</p>	<p>INVOICE ADDRESS</p> <p>finance@ofwat.gsi.gov.uk</p> <p>or</p> <p>Finance Team Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p>
<p>Any Contract arising from this Letter of Appointment shall be governed by the Call-Off Terms as set out in the Crown Commercial Services Creative and Delivery Services Framework; the Customer's Invitation to Quote dated 6 January 2016 and clarification paper (attached at Appendix A); the Supplier's quotation dated 15 January 2016 and revised quotation dated 2 February 2016; and any enhancements thereto and provisions expressly listed herein.</p>	

Project: Call-Off Photography and Video Services Including Employer Branding (PROC.03.0112)

Framework Agreement: Crown Commercial Services – Creative Solutions, Execution and Related Services (RM988)

Framework Lot: Lot 1 (The provision of Marketing Communications and Related Services)

Call-Off Commencement Date and Expiry Date: Contract commencement date will be 29 January 2016; and the Contract shall expire on 31 March 2017; unless extended or terminated earlier pursuant to this Contract.

Call-Off of Contract Services: Contract Services hereunder may be engaged by the Project Manager or Ofwat representative contacting the Supplier and quoting the order number (SER/0569).

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 Contract Services to be performed hereunder it is not possible to specify the Contract Services in this Letter of Appointment. Contract 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 Letter of Appointment, together with the Call-Off Terms will form the contractual basis on which the Contract Services will be provided in relation to each instruction.

Contract Charges per working day :

The table below provides the Contract Charges per working day for the Supplier's Staff involved with the Contract:

Function/Grades	Daily Rate (£) (8 Hour Day)
CREATIVE	

Graphics/Production Design		
Group Account Director		
Account Manager		
Account Executive		
PLANNING		
Planning Director		
Strategic Planner		
Analyst/researcher		
Senior Producer (TV/Digital/Print/Events)		

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

The day rates are based on an 8 hour working day excluding lunch breaks and are exclusive of travel and related expenses to the base locations (Central Birmingham and Central London).

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

- Disbursement for travel and subsistence expenses; and
- Value Added Tax.

Employer Branding Contract Services

The initial Contract Services will be to deliver Employer Branding for general photography and video services.

Overview:

1. Scripting and storyboarding
2. Organisation / prep for filming and photography
3. Filming: 9-15 individual and paired conversations (2 minute clips)
4. Production and editing
5. Photography: 10-15 staff bio head shots and office space shots
6. Post production and review

The table below sets out the Contract Services and delivery dates:

Contract Services	Delivery Dates
Brief 1: Photography	By 31 March 2016

<ul style="list-style-type: none"> • Agree art direction with project manager and communications lead Engagement with featured staff members • Logistics and location set-up • Head shots of 10-15 people for staff bios • Office space shots • Post production review and editing 	
<p>Brief 2: Video content brief – "A great place to work!"</p> <ul style="list-style-type: none"> • Filming of 6-15 individual and paired 2 minute clips • Define art direction and storyboarding with project manager • Logistics and location set-up • Post production review and editing 	By 31 March 2016

Quotation for Employer Branding Contract Services

Customer spend under this Letter of Appointment for the discrete first piece of work on Employer Branding is at a capped price of £19,300 exclusive of travel and subsistence expenses and VAT.

The revised quotation as set out in Appendix B is the capped price payable by the Customer for the Employer Branding project and will only be exceeded by agreement between the Customer and the Supplier.

The quotation for each phase (or sub-phase and/or work package) of the project will be the capped price payable by the Customer for that phase (or sub-phase and/or work package) and will only be exceeded by agreement between the Parties. Such agreement will only be given by the Customer where cost overruns have arisen as a result of the work involved being over and above that reasonably anticipated prior to the Customer's approval to commence work on each phase (or sub-phase and/or work package) of the project. Where the resource costs incurred by the Supplier in performing the Contract Services falls below the quotation for Employee Branding as set out in Appendix B to this Letter of Appointment, or for subsequent quotations a Variation Form, the Supplier shall invoice the Customer for the actual value of the Contract Services provided according to the charging structure described above.

Invoice procedure and payment profile

Invoices for payment will be due upon acceptance by Ofwat of the Contract Services in accordance with the provisions of Clause 3 of the Call-Off Terms. Payment will be made electronically via Banks Automated Clearing Services (BACS).

Any travel and accommodation required in connection with travelling to attend meetings will be reimbursed on acceptance of receipts and where appropriate a mileage log. Any travel and subsistence must be in accordance with the travel and subsistence rates as attached at Appendix C. Any travel undertaken as a consequence of performance of the Contract must utilise the most

Signed for and on behalf of CUSTOMER

Name: Angela Maher

Title: Senior Associate, Corporate Communications (Digital)

Signature: 

Date: 2 MARCH 2016

Signed for and on behalf of SUPPLIER

Name: 

Title: FINANCE DIRECTOR

Signature: 

Date: 02/03/16

Appendix A

Clarification – Written Questions and Answers to the ITQ Document

Date: 13 January 2016

Version: 1

Please submit any clarification questions via the portal by 10 am on 13 January 2016.

Any further questions will be added to this clarification paper and the process will be managed by versions.

Questions that are considered by the Customer to have wider material value will be sent, together with the same response, to all suppliers. In this case the name and all references to the question's originator will be removed.

Questions and Answers and Clarification points

Q1. Can you confirm what the budget is? There is no budget referenced in the Scope of Work?

A1. We anticipate an indicative cost of £20,000 including VAT and travel and subsistence for the Employer Branding project.

You are encouraged to be innovative in your thinking when preparing your quotation and to provide any proposals that may meet the requirements in a more efficient or cost effective way thereby demonstrating Value for Money (VfM).

Q2. Can we have more detail around the two briefs - such as:

a. Are the people being photographed/filmed employees? Do we need to pay for usage rights?

Yes, employees. Regarding usage rights, please refer to Section 5.1 of the Framework Schedule.

b. Who will be interviewing them?

The dialogue will be scripted rather than 1-2-1 interview. We are not anticipating interviewers on screen or otherwise.

- c. Does the interviewee need to be on camera?

No.

- d. Do we need any titles/supers on screen?

Yes, we will probably need names and job titles but this is to be confirmed.

- e. What setting do the videos/headshots need to be captured? I.e. in the office, or do you require a studio / other paid for location?

In Ofwat's offices, no studio or other paid for location is required.

- f. What location do we need to film? Eg London office or Birmingham office?

Supplier must be flexible to film / shoot in either location. Birmingham office is definite, we may also need filming in London office but have not yet confirmed this requirement.

- g. Are there any B-Roll requirements? I.e. Do you envision all the videos to be of the interviews only, or do you want there to be cut-away shots?

We had not envisioned cut-away shots.

- h. If there are cut-away shots, where does this footage come from and are we to include usage for this?

We had not envisioned cut-away shots.

- i. How many paired conversations will need to be filmed?

We expect there to be between 9 and 15 in total split between paired conversations and individuals. Exact numbers of paired and individual to be confirmed, approximately 4 or 5 will be paired.

- Q3. Are all of your staff in one location? Can they be for the shoot day(s) in order for us to be more economical with time and resource? Could the shoot days be arranged consecutively to make things easier logistically and to reduce expenses?

- A3. No. Intend to have the shoot day(s) in Birmingham but please also refer to answer Q2f. Yes, if practicable but cannot guarantee this because subject to diaries etc.
- Q4. You've specified 10-15 headshots (photography) and 6-15 clips (video). Could you please be more specific so that we can quote more accurately? Alternatively how many shoot days do you think would be necessary to complete the work?
- A4. We think a maximum of 3 shoot days should be sufficient.
- Q5. You've specified that the work for the Employer Branding brief should start on 1/2/2016 and finish on 31/3/2016. Would you like a suggested schedule to be included alongside the quotation? How should this be supplied?
- A5. Yes a suggested schedule would be helpful. Please include it in your quotation.
- Q6. We have design capabilities – will you be calling upon this for any graphics for the video or will you be using in house resource? Would you like us to produce any artworked physical materials for use in the film?
- A6. No, we have in-house resource for graphics. The only graphics required are titles in reference to topics as part of the employer brand, names and job titles.
- Q7. At what point do we submit to meet the criteria – is this at pitch stage? Specifically the criteria for awarding the job are weighted heavily towards Understanding of Approach and Delivery Staff - can we submit these details in a separate attached document along with the quotation?
- A7. The pitch will not be scored in themselves but will be used as clarification of the original quotation. The pitch will only be used if required. It is fine to submit Understanding of Approach and Delivery Staff criteria details in a separate document along with the quotation.
- Q8. What do you mean by risks & dependencies? We believe this means how do we manage scenarios such as: Data transfer security; Contingency plan should anyone be sick on the day of filming (staff / otherwise). Any guidance or further info would be welcome!
- A8. Risks mean anything that would prevent delivery of the project which can be managed by the Supplier eg stolen equipment or staff sickness.

Dependencies mean achievement of a particular milestone is dependent on another activity being completed first eg availability of Ofwat staff on a particular date to co-ordinate a photo shoot.

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Appendix B - Revised Quotation for Employer Branding

The capped price includes an extra day's work identified at the 29 January 2016 kick-off meeting in addition to the original quotation.

Table 2 - Breakdown of Employer Branding Brief						Includes Extra Day of Shooting (in red text)
Areas of work						
Function/grade	Creative Director	Senior Producer	Photographer (inc. kit)	Cameraman (inc. kit)	Editor	COST £ Ex VAT and expenses
Name						
Daily rates (based on an 8 hour day)						
Brief 1: Photography	(Number of days)					
Agree art direction with project manager and communications lead Engagement with featured staff members						
Logistics and location set-up						
Head shots of 10-15 people for staff bios						
Office space shots						
Post production review and editing						
Brief 2: Video	(Number of days)					
Filming of 6-15 individual and paired 2 minute clips						
Define art direction with project manager						
Define storyboarding with project manager						
Logistics and location set-up						
Post production review and editing						
COST						£19,300

Appendix C

Travel and Subsistence rates

Meal Allowance:

Paid on actual expenditure within the following prescribed ceilings:

Breakfast	£10
Lunch	£8
Dinner	£25

These amounts cover the cost of purchasing meals and non-alcoholic beverages. Receipts must be submitted.

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.