# **Order Form**

CALL-OFF REFERENCE: TCOM3029

THE BUYER: Department for Transport

BUYER ADDRESS Great Minster House,

33 Horseferry Road,

London, SW1P 4DR

THE SUPPLIER: Press Data Limited

SUPPLIER ADDRESS: 1 St Colme Street,

Edinburgh,

EH3 6AA

REGISTRATION NUMBER: SC177530

DUNS NUMBER: 228244329

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24 May 2022.

It's issued under the Framework Contract with the reference number RM6134 for the provision of Media Monitoring and Associated Services.

CALL-OFF LOT(S):

Not applicable

Framework Ref: RM6134 Media Monitoring and Associated Services Framework

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# **CALL-OFF INCORPORATED TERMS**

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

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6134
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6134
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6134
    - Call-Off Schedule 5 (Pricing Details)
    - o Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.7)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6134
- 6. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE: 24 May 2022

CALL-OFF EXPIRY DATE: 23 May 2024

CALL-OFF INITIAL PERIOD: 2 Years plus Authority option for an

additional 24-month extension (2+2)

# **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

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#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £125,000.

#### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to: ssa.invoice@sharedservicesarvato.co.uk

## BUYER'S INVOICE ADDRESS:

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

# BUYER'S AUTHORISED REPRESENTATIVE

Commercial:

Commercial Relationship Manager

SUPPLIER'S AUTHORISED REPRESENTATIVE

Business Development Director

1 St Colme Street, Edinburgh, EH3 6AA

SUPPLIER'S CONTRACT MANAGER

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PROGRESS REPORT FREQUENCY

See details in Specification

PROGRESS MEETING FREQUENCY

See details in Specification

SUPPLIER'S KEY STAFF

Senior Editorial Manager

1 St Colme Street, Edinburgh, EH3 6AA

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

See details in Call-Off Schedule 20 (Call-Off Specification)

ADDITIONAL INSURANCES

Not applicable

**GUARANTEE** 

Not applicable

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	MANAGING DIRECTOR	Role:	Commercial Relationship Manager
Date:	26 MAY 2022	Date:	26 May 2022

Framework Ref: RM6134 Media Monitoring and Associated Services Framework

## **CALL OFF SCHEDULE 20: CALL OFF SPECIFICATION**

#### 1. PURPOSE

1.1 The Authority requires a daily press monitoring, journalist database, automated evaluation, and related services provider to be aware of news and other media content related to the Department's interests. The service will help the Authority to communicate effectively with journalists and evaluate Authority communications.

#### 2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority's works with its agencies and partners to support the transport network that helps the UK's businesses and get people and goods travelling around the country. The Authority plans and invests in transport infrastructure to keep the UK on the move.
- 2.2 The Authority and its agencies employ around 18,245 staff and 345 non-payroll staff, who work in locations across the country.
- 2.3 The Authority is responsible for:
  - 2.3.1 Providing policy, guidance, and funding to English local authorities to help them run and maintain their road networks, improve passenger and freight travel, and develop new major transport schemes
  - 2.3.2 Investing in, maintaining and operating around 4,300 miles of the motorway and trunk road network in England through Highways England
  - 2.3.3 Setting the strategic direction for the rail industry in England and Wales funding investment in infrastructure through Network Rail, awarding and managing rail franchises, and regulating rail fares
  - 2.3.4 Improving English bus services through funding and regulation
  - 2.3.5 Working to make our roads less congested and polluted by promoting lower carbon transport, including cycling and walking
  - 2.3.6 Encouraging the use of new technology such as smart ticketing and low carbon vehicles
  - 2.3.7 Maintaining high standards of safety and security in transport, including through domestic and international travel following the pandemic
  - 2.3.8 Supporting the maritime sector by producing the overall strategy and planning policy for ports in England and Wales
  - 2.3.9 Setting national aviation policy, working with airlines, airports, the Civil Aviation Authority and NATS (the UK's air traffic service)
- 2.4 The Authority's priorities are:
  - 2.4.1 Beating Covid and backing the NHS
  - 2.4.2 Building back Better
  - 2.4.3 Building back Greener

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- 2.4.4 Building back Fairer
- 2.4.5 Building back Stronger
- 2.4.6 Building back Safer

#### 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Authority's communication professionals and the activities they drive are:
  - Help the public and employees understand Government priorities
  - Inform people about legal or statutory requirements
  - Encourage people to behave in a safe or healthy way
  - Let people know about public services
  - Inform and reassure the public during a crisis
  - Enhance the reputation of Britain's transport industry
- 3.2 Quick, reliable, and flexible news and non-news media monitoring is essential to understand the effectiveness of the Authority's communications and respond effectively to new challenges and at times of crisis. Up to date information on journalists and well featured distribution tools underpin the Authority's capability.
- 3.3 Moving forward, the Authority wishes to actively manage monitoring selection criteria to minimise volumes while responding to new transport themes and incidents, utilise automated evaluation and develop affordable human driven evaluation options to provide insight to ongoing and future campaigns.
- 3.4 Over time the Authority expects to utilise a wide range of news and non-news media monitoring and evaluation on specific projects as and when best value is achieved.

#### 4. DEFINITIONS

Expression or Acronym	Definition
FS2	means the document "Framework Schedule 2: Services and Key Performance Indicators Part A – Services" to the Media Monitoring and Evaluation and Related Services framework RM3708
NLA	means Newspaper Licencing Agency
CLA	means Copyright Licenses Agency

#### SCOPE OF REQUIREMENT

- 5.1 The Authority requires a continuous daily press monitoring and journalist database service, also the functionality to undertake automated evaluation of monitored content.
- 5.2 The Authority may also require from time to time, on-line monitoring, broadcast monitoring and human driven evaluation. If needed, this will be requested by the authority and will go through a separate Purchase to Pay Process.
- 5.3 The Authority wishes to have available, should the need arise, a social media monitoring service and forward planning database. If needed, this will be requested by the authority and will go through a separate Purchase to Pay Process.

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#### 6. THE REQUIREMENT

- 6.1 The Authority requires media monitoring and related services for up to 4 years an initial term of two years with the option to extend for a further 2 years 1+1.
- 6.2 Press Monitoring services to be available as described in FS2 and with particular requirements as described below.
  - 6.2.1 The supplier shall actively support the Authority and provide an effective process and functionality in maintaining keyword search terms and associated parameters to meet required coverage and minimise the overall volume of clips both during business as usual operation and at time of crises.
  - 6.2.2 The Authority requires the monitoring of selected national daily and weekend newspapers. The Authority may also require for short periods or on an ongoing basis: industry and/or consumer magazines; and evening and/or regional newspapers.
  - 6.2.3 The Authority requires a structured daily email summary of clips to be received by nominated email accounts by 6am weekdays and 7am weekends and English Bank Holidays. The clips are to be available through the supplier's on-line services by those times. If the Authority requires hard copy sets of clips, covered with a summary or suitable contents section, this should be delivered to the Authorities London office by 8am to the authority defined point of contact.
  - 6.2.4 The Authority requires that the summary and clips are available across a range of mobile devices including mobile phones and tablets using leading operating systems. The Authority also requires functionality to enable viewing of summary and clips when not connected to a network, through downloads/updates that can either be scheduled on mobile devices or else quickly and easily downloaded on demand.
- 6.3 Journalist Database service as described in FS2 with emphasis on the following requirements (please see section 10 regarding number of users).
  - 6.3.1 Easy to use and clear presentation of journalist details and related monitored content.
  - 6.3.2 Easy to use and integrated email distribution functionality including editing and downloading of lists; adding Authority only contacts and associated meta data; and distribution analytics.
  - 6.3.3 Journalist and activity reports that can be exported as stand-alone documents or screen elements that can be easily incorporated into Authority documents.
  - 6.3.4 Limiting distribution functionality to a subset of user accounts for the Journalist Database is desirable. Access control to any administrator type privileges granted to the Authority should be independent of this.

#### 6.4 Automated evaluation

6.4.1 Automated reporting of volume and reach across press and other monitored content with analysis options by keyword or phrase, publication and journalist.

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- 6.4.2 Functionality for Authority driven, or automated sentiment analyses is desirable.
- 6.4.3 Results of automated evaluation should be available through a range clearly presented screens to enable relative values and trends to be interpreted. Screens components or reports should be easily downloadable and capable of being integrated within Authority documents.
- 6.5 Online and Broadcast Monitoring services to be available as described in FS2.
  - 6.5.1 The Authority may require on-line and broadcast monitoring for specific periods and on specific campaigns or projects and at time of crises.
  - 6.5.2 The supplier will work with the Authority to put in place arrangements desirable to enable on-line and broadcast monitoring to be delivered speedily when a requirement is communicated.

# 6.6 Human Driven Evaluation and Analyses

- 6.6.1 The Authority may require human driven evaluation of monitored media to provide quantitative and qualitative analyses for limited periods on specific campaigns.
- 6.6.2 The Authority may require ongoing analysis on a small number of metrics reporting quarterly in a dashboard format highlighting key insights.
- 6.6.3 The supplier shall work with the Authority to select appropriate metrics and develop effective reporting, and to deliver high value insight at minimum cost to the Authority.
- 6.6.4 All reports are to be clear, spellchecked, grammatically correct and reflect context or qualification where appropriate.
- 6.7 Social Media monitoring services as described in FS2 may be required and the supplier shall work with the Authority to implement appropriate social media monitoring to the Authority when need arises.
- 6.8 A Planning Database service delivering such forward planning tools and alerts as available shall be made available to the Authority if requested.

# 7. KEY MILESTONES

7.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe	
1	Journalist Database Service and, if required, training and software will be provided by the supplier.	To be available for use within 1 week of Contract Award	
2	Suppler to discuss with Authority the setting up of reading list, key words, and users, and agree dates for completion.	Within week 1 of Contract Award	
3	Press monitoring service	To be available for full implementation within 4 weeks of Contract Award	

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4	Automated Evaluation	Functionality to be available on commencement of press monitoring service
5	Agree processes and lead times for all other services that the Authority may request under this contract. This will be clearly documented with the final agreed version being held by both parties.	Within 4 weeks of Contract Award

#### 8. AUTHORITY'S RESPONSIBILITIES

8.1 The Authority will obtain licenses as necessary from the NLA and CLA.

# 9. REPORTING

- 9.1 The supplier shall provide to the Authorities contract manager monthly reports with unit volumes of all priced elements of the service, prior to submitting each monthly invoice.
- 9.2 The supplier shall provide ad-hoc reports as required by the Authority for effective contract and service management. Requests from the Authority should be acknowledged no later than the next working day with reports to be delivered not normally more than five working days from the date of request.

#### 10. VOLUMES

- 10.1 The Authority's current volume of clips from printed news media is averaging around 3,000 clips per month. Major transport incidents or running stories may lead to peaks significantly above this average, possibly around 6,000 clips.
- 10.2 The Authority requires around 60 accounts for online users of the clips service, who shall also receive the email clips summary service this number may rise and fall over the term of the contract.
- 10.3 A further c.200 Authority staff may require the email clips summary service but not online user accounts to access to the clips.
- 10.4 There is expected to be a core of around 20 on-line account users of the Journalist Database and its distribution functionality, though concurrent users will be significantly less than this. It may be desirable to provide a further 40 users with access to the Journalist Database, but these users would not be users of the distribution functionality. All Journalist Database users are anticipated to be on-clips account holders initially, but the option to be a Journalist Database user and not a registered user of the on-line clips service is desirable.

# 11. CONTINUOUS IMPROVEMENT

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. This will be a required agenda point in regular meetings (every six months) between the supplier and the agency.
- 11.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

# 12. QUALITY

12.1 Any human evaluation reports will be spell checked and grammatically correct.

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#### 13. PRICE

- 13.1 Pricing shall remain firm for the duration of the contract and any extension options.
- 13.2 Potential Providers must complete Attachment 5 price matrix and upload at question level via the e-Sourcing portal.
- 13.3 All prices are to be submitted excluding VAT.

#### 14. STAFF AND CUSTOMER SERVICE

- 14.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Media Monitoring and Related Services Contract in order to consistently deliver a quality service to all Parties.
- 14.2 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 14.3 The Authority requires a single point of contact for account management and a clear escalation procedure. The Authority expects that the escalation procedure will place the account manager as the first point of escalation for any transaction processes that the potential supplier proposes to be invoked by any other channels e.g. through their integrated on-line portal. The escalation process must be detailed in the tender submission.

#### 15. SERVICE LEVELS AND PERFORMANCE

15.1 The Authority will measure the quality of the Potential Providers delivery by the indicators set out below and any further indicators agreed between the Authority and the Supplier:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery / News media monitoring	National newspaper clips on day of publication.	99%
2	Delivery / News media monitoring	Regional newspaper clips up to one day of after publication day.	98%
3	Delivery / News media monitoring	Newspaper clips and summaries to be supplied by times specified in paragraph 6.2.3.	98%
4	Delivery / News media monitoring	Newspaper clips and summaries to be supplied by times specified in paragraph 6.2.3 plus two hours.	99.5%
5	Delivery / News media monitoring	Changes to keywords and associated parameters to being actions within one working day.	100%
6	Delivery /Journalist database	To be available 24 hours a day, 365 days per year.	98%

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7	Delivery /	All planned system unavailability to be	100%
	Journalist	notified to the Authority's at least one	
	database	complete working day in advance.	

- 15.2 Performance is to be reviewed quarterly between the Supplier and Authority, with face to face meetings to be held at the Authority's offices annually and at any additional reasonable times the Authority wishes to discuss supplier performance. The supplier must ensure that relevant key staff attend all quarterly review meetings
- 15.3 Poor performance will be managed using Service Credit methodology as below:

Service Levels				
		Service Credit for each Service Period		
Service Level Performanc e Criterion	Key Indica tor	Service Level Performance Measure	Service Level Threshold	
Provision of media monitoring* Services	Deliv ery	at least 98% at all times	based on pre- agreed volumes to be confirmed each day	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
*See KPI-1				

15.4 The Authority expects the Supplier to maintain effective disaster recovery and business continuity plans to maintain communication with the Authority and secure minimum disruption to services. BCDR plans are to be made available to the authority on request.

## 16. PAYMENT

- 16.1 All supplier invoices must quote the appropriate Purchase Order number supplied by the Authority. The Authority may provide separate Purchase Order numbers for different services and projects.
- 16.2 Supplier invoices should be sent to either (not both):
  - By email to SSC.AccountsPayable@sharedservicesarvato.co.uk in PDF format. Restricted apply and it is the supplier's responsibility to ensure the email is received by the Account Payable team.

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- 16.2.2 By post to: Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA
- 16.3 The supplier will be paid by BACS within 14 days of receipt of a valid invoice provided the management information detailed in Section 9 Reports has also been received no later than the invoice.
- 16.4 Payment can only be made following satisfactory delivery of pre-agreed deliverables.
- 16.5 All invoices should list an elemental breakdown of services supplied.
- 16.6 All invoices must state a valid purchase order number as issued by the Authority.
- 16.7 The Authority will notify the Supplier at the earliest opportunity if it believes there is an error or omission in respect of the invoice which requires the supplier's attention before the invoice can be paid.

## 17. ADDITIONAL INFORMATION

17.1 The Authority may wish to explore including monitoring of international media should a need arise.

#### 18. LOCATION

18.1 The location of the Services will be carried out at the Suppliers own premises. The successful supplier will be required to attend meetings at the Authority's London offices, currently at Great Minster House, 33 Horseferry Road, London, SW1P 4DR.

#### 19. GDPR REQUIREMENTS

19.1 The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

# 20. SOCIAL VALUE

- 20.1 The Supplier must be committed to Fighting Climate Change
  - 20.1.1 The supplier must describe the commitment their organisation will make to ensure that opportunities under the contract deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas.
  - 20.1.2 The supplier must describe the commitment their organisation will make to influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

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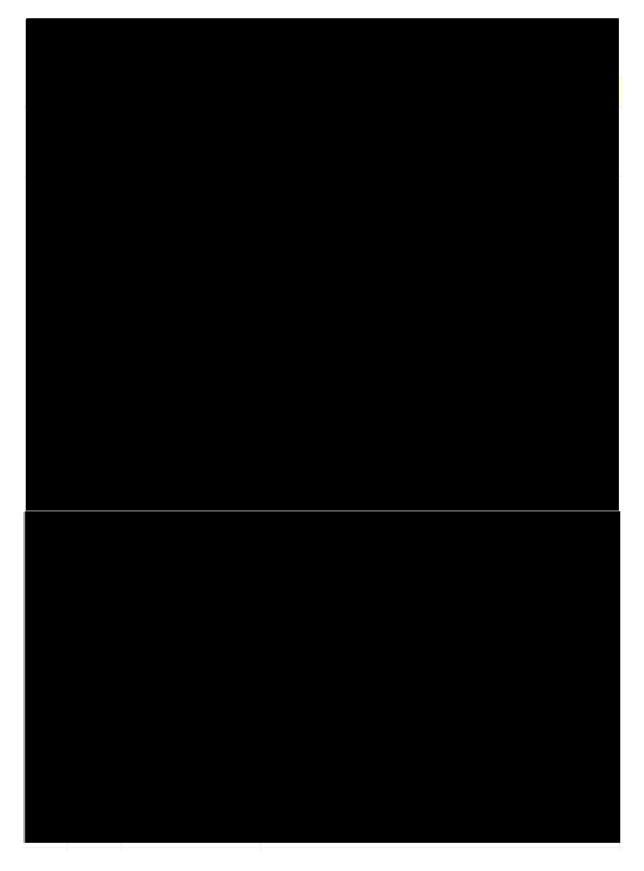
# CALL OFF SCHEDULE 4 – CALL OFF TENDER

Y 1.1	QUALIFICAT	QUESTIONS ANSWERED	
			10 (out of 10
	QUESTION	DESCRIPTION	RESPONSE
1.1.1	1.1	* Have you read, understood and agree with Attachment 1 - About the Procurement?	Yes
1.1.2	1.2	* Have you read, understood and accepted the Invitation to Tender and all associated appendices, specifically Attachment 3 - Requirements Specification?	Yes
1.1.3	1.4	* Do you agree, without caveats or limitations, that in the event that you are successful the Terms and Conditions of Framework RM6134 Media Monitoring and Associated Services Lot 1 will govern the provision of this contract?	Yes
1.1.4	1.4	* Do you confirm your Organisation's e-Sourcing suite profile is complete and accurate at the time of Tendering and that any amendments made following acceptance of this event will be notified to the buyer in writing?	Yes
1.1.5	2.1	* * Please confirm whether you have any potential, actual or perceived conflicts of interest that may by relevant to this requirement.	No
1.1.6	2.2	We require that any potential, actual or perceived conflicts of interest in respect of this ITT are identified in writing and that companies outline what safeguards would be put in place to initigate the risk of actual or perceived conflicts arising during the delivery of these services.	Not applicable
1.1.7	3.1	Please provide the name, office address, telephone number and email address for your organisations Tender point of contract.	
1.1.8	3.2	Please confirm whether your organisation is an SME as defined within EU recommendation 2003/361	Yes
1.1.9	3.3	Please provide details of any sub-contractors you propose to use in order to meet your obligations should you be awarded a Contract. Your response must include their;  Trading Name(s)  Registered Address(es) and contact details Goods/Services to be provided	Not applicable
1.1.10	3.4	If you are the Lead contact for a Group of Economic Operators, please provide details of all the members of the Group. Your response must include their;  • Trading Names(s)  • Registered address(es)  • DUNS Number(s)  • Role/responsibility within the Group	Not applicable

Remaining Contract documentation have been redacted under Section 43 of the Freedom of Information Act.

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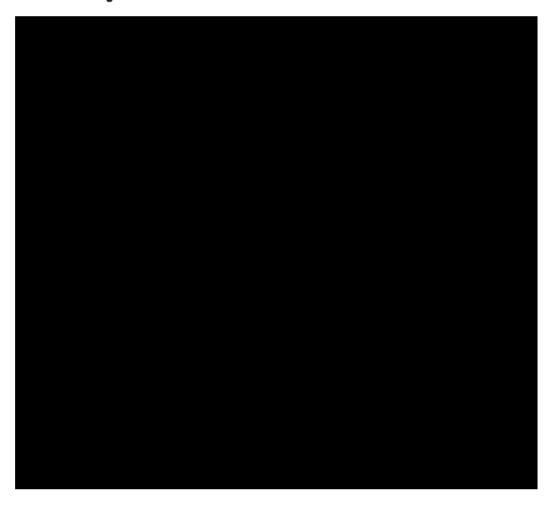






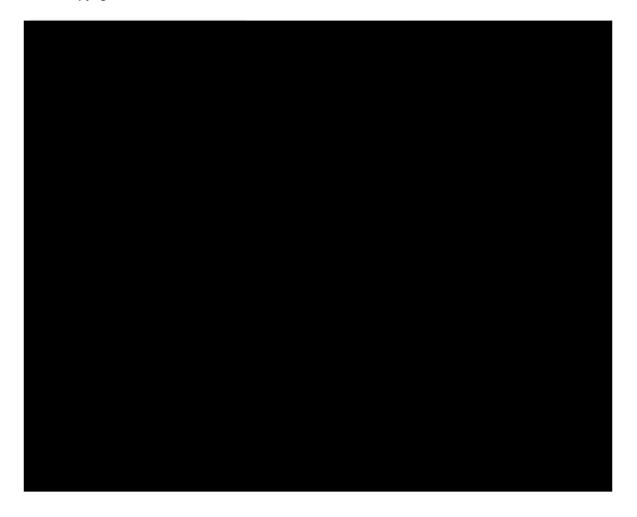


#### 5.4 Risk Register



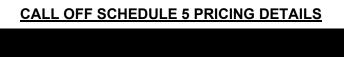
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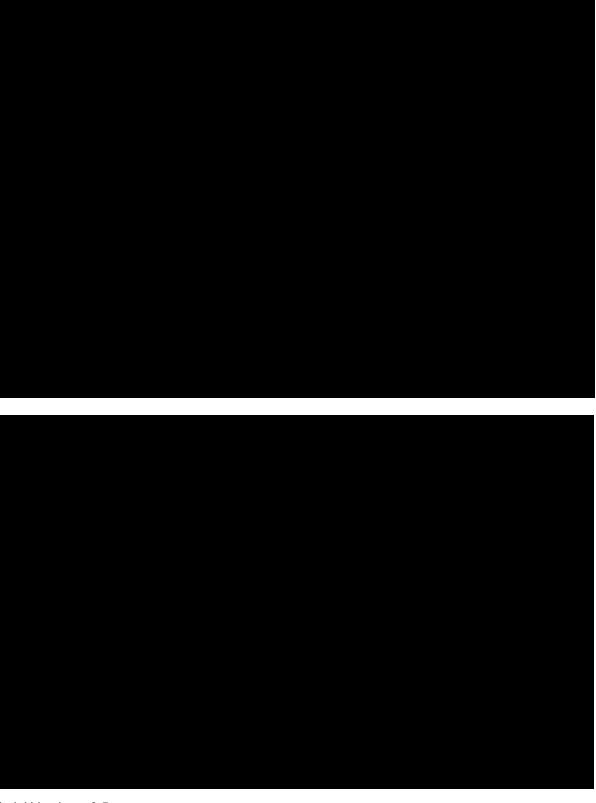
Model Version: v3.5











Model Version: v3.5

