

DPS Schedule 7 (Order Procedure and Award Criteria)

Part 1: Order Procedure

Overview

- 1.1. This DPS Schedule sets out the Order Procedure for all Clients and Agencies to follow.
- 1.2. CCS reserves the right to change this Order Procedure.
- 1.3. All Clients listed under the FTS Notice may award an Order Contract under this DPS Contract.
- 1.4. The Client may appoint an agent to act on their behalf, this includes completing this Order Procedure.
- 1.5. CCS is not responsible for the actions of any Client.

Client reserves the right not to award

- 1.6. An Order Procedure may be cancelled at any time. The Client is not obliged to award any Order Contract.
- 1.7. At any time during the Further Competition Procedure, the Client may go back to any previous stage in the Procedure and amend requirements.
- 1.8. The Agency may ask clarification questions relating to the Client's requirements. The Client will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all Agencies identified in the Client's filtered shortlist as applicable to the Client's requirements.

How services will be bought

- 1.9. The Client shall award an Order Contract in accordance with the Further Competition Procedure as set out in Clause 1.10 below.
- 1.10. **Further Competition Procedure**
 - 1.10.1. Develop a Brief. The Client shall develop a Brief detailing what is needed from the Agency and the outcome that the Agency shall be required to deliver. As a minimum the Brief must include:
 - a) an outline of the business challenge/issue, including any known objectives;
 - b) details of any mandatory activities, channels or specialist services that should be included within any proposed solution;
 - c) the evaluation method and criteria for assessing Agencies against the Brief, based on the Further Competition Award Criteria together with a timetable for the evaluation Procedure;

- d) the number of highest scoring Agencies that will be invited to Pitch, where applicable, following the Written Proposal;
- e) a request for interested Agencies to respond; and
- f) the Agency's Proposal due date.

1.10.2. The Client is advised but not mandated to include the below in the Brief:

- a) a budget range;
- b) geographical location of work (if required);
- c) any security clearances needed;
- d) a clarification period for Agencies to ask questions about the Brief. The time frame for this clarification period shall be outlined in the Brief; and
- e) any other information that the Client considers necessary to enable Agencies to submit a Proposal and a template Brief layout is attached as Annex A to this Schedule.

1.10.3. The Client may wish to engage with Agencies before starting the below stages, including providing preliminary details of the requirement for Agency feedback.

1.10.4. The Client shall undertake the required stage (Clause 1.10.8 Written Proposal) and may choose to undertake one or more of the optional stages set out below:

1.10.5. **Pre-Market Engagement (Recommended but Optional).** If a Client chooses to undertake pre-market engagement the Client:

- a) shall send the draft Brief to all Agencies on the Client's filtered shortlist, as applicable to the Client's requirements, asking for a response for the purposes of assisting with market engagement, as detailed within the Brief;
- b) may hold a market engagement event where they shall invite all Agencies on the DPS to help develop the Brief ; and
- c) may choose to update and re-issue the Brief to all Agencies on the Client's filtered shortlist following pre-market engagement.

1.10.6. **Agency Capability Assessment (Optional).** If a Client chooses to undertake Agency Capability Assessments the Client:

- a) shall send the Brief to all Agencies on the Client's filtered shortlist, as applicable to the Client's requirements;
- b) shall send questions relating to the requirements set out in the Brief to Agencies which require a "Yes" or "No" response (the

- “**Capability Assessment Questions**”) and shall indicate the timeframe in which these must be completed.
- c) shall only proceed with Agencies that have responded ‘Yes’ to all the Capability Assessment Questions to the next stage of the Procedure.
- 1.10.7. Where a Client chooses to undertake Agency capability assessment the Agency shall respond to the Capability Assessment Questions answering “Yes” or “No”.
- 1.10.8. **Written Proposal (Required).** The Client shall undertake the written Proposal stage for all Order Contracts under this DPS Contract. The Client:
- a) shall send the Brief to all Agencies on the Client’s filtered shortlist, as applicable to the Client’s requirements, (or only those Agencies passing the Capability Assessment if the Client has undertaken Agency Capability Assessment under clause 1.10.7); and
- b) shall conduct a quality and price assessment of the Agency’s Proposal against the evaluation method and scoring system outlined in the Brief.
- 1.10.9. During the undertaking of the written Proposal stage the Agencies:
- a) shall submit their written Proposal in line with the requirements in the Client’s Brief including timeframe and format;
- b) shall be required to demonstrate how they will deliver the solution, including whether the Services will be delivered solely by their ‘in-house’ capability or whether they intend to Sub-Contract any element(s) of the Services delivering the solution. Where an Agency declares that it intends to Sub-Contract any element(s) of the Services, the Agency shall be required to clearly state in its response:
- The name of the Sub-Contractor(s);
 - The Companies House Registration number of the Sub-Contractor(s);
 - The registered address of the Sub-Contractor(s) and the address of the premises from where the Services will be delivered;
 - Details of the Services that will be Sub-Contracted; and
 - the estimated value of the work that will be Sub-Contracted.
- 1.10.10. **Pre-Pitch Feedback (Recommended when including a pitch but Optional)** The Client may choose to undertake a pre-pitch

feedback session with each of the Agencies invited to pitch, to provide feedback on the general direction of the Agency's high level creative approach. These take place before the pitch and are not evaluated.

1.10.11. **Pitch (Recommended but Optional).** If a Client chooses to undertake a pitch to further shortlist after the written stage the Client shall:

- a) specify in the Brief that, if the Agency is successful at the written Proposal stage, that written Proposal must be supported by a further submission in the form of:
 - a presentation;
 - a face to face pitch; or
 - such other submission as the Client may specify;
- b) specify in the brief how many of the highest scoring Agencies at the written Proposal stage will be invited to pitch.
- c) set out in the Brief the evaluation method and scoring system to be used for assessment of the Agency's further submission;
- d) conduct a quality and price assessment of the Agency's further submission in line with the evaluation method and scoring system outlined in the Brief; and

1.10.12. Where a Client chooses to undertake a pitch, the Agency shall address the pitch requirements in its written Proposal.

1.10.13. If the Client chooses to undertake a pitching stage, the Agency shall provide the further submission in accordance with the requirements in the Client's Brief.

1.10.14. The Client shall award an Order Contract to the successful Agency in accordance with the methodology set out in the Brief.

1.10.15. At all stages the Client shall notify unsuccessful Agencies and may provide the Agencies with feedback.

1.10.16. An Agency shall inform the Client if at any stage it does not wish to participate in the Further Competition Procedure.

1.11. Further Competition Award Criteria

1.11.1. The Client may wish to use the GCS evaluation framework found here:

<https://gcs.civilservice.gov.uk/publications/evaluation-framework/>

The Client has discretion to develop the Further Competition Award Criteria as it deems appropriate.

- 1.11.2. The Client will evaluate the Agency's Proposal against the following criteria to determine which of the Agencies provides the most economically advantageous solution from the perspective of the Client. For the avoidance of doubt the most economically advantageous solution will not necessarily be the lowest price solution:

Criteria	Percentage Weightings
Quality*	60 - 95%
Price	5 - 40%
TOTAL	100%

* Central Government Bodies in scope of PPN 06/20 must give Social Value a minimum weighting of 10% of the total scoring

- 1.11.3. Weightings and sub-weightings for the evaluation criteria will be set by the Client and must add up to 100%.
- 1.11.4. Where the Client has chosen to undertake a Pitch, the Client will evaluate quality and price in the Written stage to identify Agencies to invite to Pitch.

2. What the Agency has to do

- 2.1. The Agency agrees that all tenders submitted by the Agency are made and will be made in good faith and that the Agency has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Agency certifies that it has not and undertakes that it will not:
- 2.1.1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and

- 2.1.2. enter into any arrangement or agreement with any other person that they or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

3. Awarding and creating an Order Contract

- 3.1. A Client may award an Order Contract with the Agency by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Client) of the Letter of Appointment Template set out in DPS Schedule 6 (Letter of Appointment Template and Order Schedules).
- 3.2. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order Contract) which is not as described in this Paragraph 2 shall not constitute an Order Contract under this DPS Contract.
- 3.3. On receipt of an Order Form as described in Paragraph 2.1 from a Client the Agency shall accept the Order Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Client concerned.
- 3.4. On receipt of the countersigned Order Form from the Agency, the Client shall send (including by electronic means) a written notice of receipt to the Agency within two (2) Working Days and the Order Contract shall be formed with effect from the Order Start Date stated in the Order Form.
- 3.5. The Agency acknowledges that the Client is independently responsible for the conduct of its award of Order Contracts under this DPS Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Client, in relation to:
 - 3.5.1. the conduct of Client in relation to this Contract; or
 - 3.5.2. the performance or non-performance of any Order Contracts between the Agency and Client entered into pursuant to this Contract.

4. Awarding and creating an Exempt Order Contract

- 4.1. Paragraph 1.9 above shall not apply to an Exempt Client.
- 4.2. If a potential Exempt Client decides to source Goods or Services through this DPS Contract, it will award an Exempt Order Contract for Goods or Services in accordance with the procedure in this Schedule as modified by this Paragraph 3 and in accordance with any legal requirements applicable to that potential Exempt Client.
- 4.3. A potential Exempt Client may award an Exempt Order Contract under this DPS Contract through a Further Competition

Procedure in accordance with Paragraph 1 as modified by Paragraph 3.4 below.

- 4.4. If the potential Exempt Client requires the Agency to develop proposals or a solution in respect of Goods or Services, then the potential Exempt Client may at its discretion use the procedure set out in Paragraph 1 above as modified by this Paragraph 3.4. In that case, references to “the Regulations” in Paragraph 1 above shall be read as references to “any legal requirements applicable to that potential Exempt Client”, and the Exempt Client shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Client.
- 4.5. Paragraphs 3.1 to 3.4 above are without prejudice to an Exempt Client’s ability to make such further modifications to the Order Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Client.

Annex A – Template Brief

Department/Organisation:

Contact name:

Contact email:

DPS ref:

Date issued:

Response deadline:

Summary

- a) The problem
- b) Mandatory constraints/ services required
- c) Constraints that may preclude agencies from accepting this brief
- d) Budget
- e) Timescales

The Problem (and Objectives)

- a) Outcome goals
- b) Business/ brand/ channel objectives
- c) SMART objective/ policy objective

Context (Insight)

- a) About our organisation
- b) Outline of the policy context
- c) Data, research and useful links
- d) Previous communications activity

Audiences

- a) Audience data
- b) Current audience insight
- c) Customer journey
- d) Stakeholders and influencers
- e) Think/ feel/ do

Strategy

- a) Existing strategy
- b) Known sensitivities
- c) Branding arrangements
- d) Constraints – for example if the strategy must include a certain element

- e) Conflicts of interest/ reputational constraints

Agency requirement (Implementation)

- a) Requirements
- b) Role of the agency
- c) Management and staffing
- d) Key delivery milestones

Agency response (Evaluation)

- a) OASIS outline
- b) Marking scheme
- c) Further stage(s)

Appointment and timings (Scoring / Evaluation)

- a) Timescales for tender (stages/ award)
- b) Contract length
- c) Total contract value