

Customer Contract

Road and Maritime Services

ABN 76 236 371 088

and

Finsbury Green Pty Ltd t/as Finsbury Green

ABN 52 007 743 151

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Customer Contract

Dated: 28 April 2015

Parties

Name	Road and Maritime Services (ABN 76 236 371 088)
Address	Level 13, 101 Miller Street, North Sydney NSW 2060.
Facsimile	(02) 8588 4133
Short name	Customer

Name	Finsbury Green Pty(ABN 52 007 743 151)
Address	Suite 803, 5-13 Rosebery Avenue, Rosebery NSW 2018.
Facsimile	(02) 9662 2800
Short name	Contractor

Background

- A. The Board and the Contractor are parties to the Master Contract under which the Contractor agreed to provide the Services to Eligible Customers.
- B. The Customer is an Eligible Customer under the Master Contract and accordingly wishes to order the Services from the Contractor set out in the Statement of Works.

The Parties Agree As Follows

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Agreement means this Customer Contract.

Board means the New South Wales Procurement Board, for and behalf of the Crown in right of the State of New South Wales.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Contract Details means the contract details for this Agreement set out in Schedule 1.

Customer Price has the meaning given in the Master Contract, as further clarified pursuant to clause 4 below.

Effective Date means the date that the last party signs this Agreement.

Eligible Customer has the meaning given in the Master Contract.

Master Contract means the Agreement for Print Management Services Providers for NSW Government (contract no. 1011) between the Board and the Contractor dated 27 May 2011.

Party means a party to this Agreement.

Services has the meaning given in the Master Contract as supplemented by the Statement of Works.

Service Period has the meaning given in the Contract Details.

Service Site has the meaning given in the Contract Details.

Statement of Works means the statement of works set out in Schedule 2 of this Agreement which sets out, among other things, the specific range of Services ordered by the Customer from the Contractor under this Agreement.

Transport for NSW (or **TfNSW**) means the NSW statutory authority of that name incorporated on 1 November 2011 under the *Transport Legislation Amendment Act 2011* (NSW).

1.2 Interpretation

In this Agreement:

- 1.2.1 the rules of interpretation set out in clause 1.2 of the Master Contract apply to this Agreement, *mutatis mutandis*; and
- 1.2.2 capitalised words which are not defined in this Agreement have the meaning given in the Master Contract.

1.3 Precedence

The Parties acknowledge and agree that this Agreement is assigned the relevant order of precedence set out in clause 1.2.8 of the Master Contract.

2. Nature of Agreement

2.1 Terms and conditions

The Parties acknowledge and agree that this Agreement is a "Customer Contract" for the purposes of the Master Contract and therefore automatically incorporates the terms and conditions of the Master Contract, pursuant to clauses 3.3.1 and 3.4 thereof.

2.2 Term

This Agreement commences on the Effective Date and continues until the earlier of:

- 2.2.1 the conclusion of the Term of the Master Contract pursuant to clause 2 thereof; and
- 2.2.2 the expiration of two (2) years from the Effective Date,

unless terminated earlier in accordance with the terms of the Master Contract.

2.3 Nominated beneficiary

- 2.3.1 The Parties acknowledge and agree that, in entering into and obtaining the benefits, rights and remedies under this Agreement, the Customer acts both on its own behalf and as trustee for TfNSW.
- 2.3.2 TfNSW is entitled to separately and directly enforce against the Contractor all benefits, rights and remedies conferred on the Customer by this Agreement.

3. Services

3.1 Nature of Services

Under clause 4.1 of the Master Contract, the Services (and their attendant Service Classification) available to be provided by the Contractor are as set out in the Master Contract, including Schedules 2 and 3 thereto, as supplemented by the Statement of Works. Under clauses 3.6 and 8.2 of the Master Contract, the Contractor must supply the Services ordered by the Customer under this Agreement.

3.2 Order

The Customer hereby orders the particular Services set out in the Statement of Works, pursuant to clauses 3.3.1, 3.5.7(e)(v) and 8.1.1 of the Master Contract. The ordered Services must be provided at the Service Site pursuant to clause 4.2.1 of the Master Contract.

3.3 Service Period

The Service Period under clauses 4.2 and 8.3 of the Master Contract for the supply of the Services so ordered by the Customer is set out in the Master Contract, including Schedule 2 thereto, as supplemented by the Statement of Works and the Contract Details.

3.4 Responsibility for Personnel

- 3.4.1 The Parties acknowledge that, in providing the Services, the Contractor may use subcontractors who are referred to throughout this Agreement as 'approved print suppliers' and include:
 - (i) the Contractor's panel of subcontractors for the provision of Services who meet RMS and TfNSW business rules; and
 - (ii) subcontractors who RMS or TfNSW, in their discretion, request be added to the Contractor's panel of subcontractors for the provision of Services.
- 3.4.2 The Contractor will ensure that all members of its Personnel (including approved print suppliers) comply with the terms of this Customer Contract (which incorporates the provisions of the Master Contract, pursuant to clause 3.4.1 thereof). Any breach of this Customer Contract by the Personnel of the Contractor shall be deemed, as between the Parties, to be a breach of this Customer Contract by the Contractor.

4. Customer Price

4.1 Calculation

The Customer Price payable by the Customer under this Agreement is as set out in the Master Contract, including clause 5 thereof and Schedule 3 of this Agreement.

The Parties agree that in clause 5 of the Master Contract, references to 'Schedule 3' should be read as a reference to Schedule 3 of this Agreement.

4.2 Discount

Pursuant to clauses 3.5.6 and 3.5.7 of the Master Contract, the Parties agree that the Customer Price payable by the Customer for the Services ordered under this Agreement will be reduced by the Applicable Discounts, namely in the manner set out in Schedule 3 of this Agreement below.

5. Service Levels

5.1 Structure

The general Service Levels to be met by the Contractor are set out in the Master Contract, including Schedule 8 thereto.

5.2 Service Level Agreement

5.2.1 Pursuant to clause 3.5 of the Master Contract, the Parties wish to enter into a Customer Service Level Agreement in respect of the Service Levels applicable to the Customer's organisation, namely in the form set out in Schedule 4 of this Agreement.

5.2.2 To the extent that the provisions of Schedule 4 do not replace or overlap with the provisions of Schedule 8 of the Master Contract, the provisions of Schedule 8 will continue to apply to the provision of the ordered Services under this Agreement for the purposes of clause 13.1 of the Master Contract.

5.2.3 The period of the Customer Service Level Agreement shall be the term of this Agreement as set out in clause 2.2 above.

6. General

6.1 Further assurance

Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

6.2 No merger

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

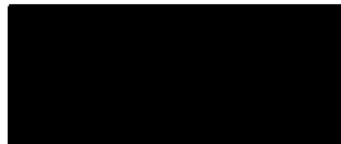
6.3 Business Day

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

Signing Page

Executed by the Parties

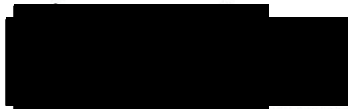
Signed for and on behalf of **Roads and
Maritime Services ABN 76 236 371 088**



Witness

Christine Mouroukhi
Print full name

)
)
)



Signatory of Authorised Delegate

Peter Wells
Print full name

Director Safety + Compliance
Position

1-5-2015
Date

Executed by **Finsbury Green Pty Ltd t/as
Finsbury Green ABN 52 007 743 151** in
accordance with s 127(1) of the *Corporations
Act 2001*:



Signature of Director

Print full name

)
)
)
)



Signature of Director (or Company Secretary)

Print full name

28 APRIL 2015
Date

Schedule 1 Contract Details

Item	Clause reference	Details
Customer's Authorised Person	8.1.2(f) Master Contract	Tanya Badovinac 2-14 Elsie Street, Burwood NSW 2134 Ph: (02) 8574 3682
Service Site	4.2 Master Contract 8.1.2(e) Master Contract	As per the details nominated in each individual purchase order.
Service Period	4.2 Master Contract 8.1.2(d) Master Contract 8.3 Master Contract	As per the details nominated in each individual purchase order.
Address to which Contractor's invoice is to be sent for payment	8.1.2(h) Master Contract	As per the details nominated in each individual purchase order.
NSW Department of Services, Technology and Administration Customer Number (or replacement)	8.1.2(g) Master Contract	NSW Buy 91904

Schedule 2 Statement of Works

For the purposes of clause 8.1.2(a) of the Master Contract, the Customer orders the following Services.

Print Management Services

1 INTRODUCTION

1.1 BACKGROUND

1.1.1 The Print Manager is required to provide Roads and Maritime Services ("RMS") and Transport for NSW ("TfNSW") with print management services as detailed in this Statement of Works.

1.1.2 The Print Manager is expected to form a strategic relationship with RMS and TfNSW and to act in the best interests of the NSW Government in providing independent print management and brokerage services that demonstrate:

- (a) independence, fairness and transparency in the advertising, allocation and management of quotes obtained for print jobs and orders placed;
- (b) independence, fairness and transparency in its relations with approved print suppliers when acting on behalf of RMS or TfNSW;
- (c) compliance with policies for SME participation; and
- (d) best value for money.

1.2 SCOPE OF SERVICES

1.2.1 The scope of services for print management ("Services") for the Print Manager to provide under this Agreement are:

- (a) Strategic advice on print management;
 - (b) In-house design (desktop publishing);
 - (c) Job procurement and management;
 - (d) Digital asset management;
 - (e) Inventory management;
 - (f) Supplier relationship management;
 - (g) Consolidated invoicing and reporting; and
 - (h) Print ePortal (preference to web based system,
- as detailed in section 2.

1.2.2 The Services will be required by RMS and TfNSW on an ad-hoc basis for the Term of this Agreement.

1.2.3 The Print Manager must be able to provide all of the Services listed in section 1.2.1 for the Term of this Agreement.

1.3 OUT OF SCOPE SERVICES

1.3.1 The following services are out of scope in this Agreement:

- (a) Printing, finishing (ie. binding) and other production services supplied by the Print Manager itself;
- (b) Print Warehousing and distribution; and
- (c) Creative Design Services.

1.4 GENERAL REQUIREMENTS

1.4.1 The Print Manager must have appropriate and relevant experience in the delivery of the Services.

1.4.2 The Print Manager must have the capacity to deliver the Services, including:

- (a) Skilled resources;
- (b) Proven processes for delivery of the Services, including end to end management of internal and external supply arrangements;
- (c) Systems, including Information and Communications Technology, and capability to interface, integrate, or transfer data with systems of RMS and TfNSW and approved print suppliers;
- (d) Processes to ensure quality and continuous improvement of the Services;
- (e) Business continuity and risk management plans; and
- (f) Governance, category management, contract management, relationship management and performance management processes.

1.5 INDEPENDENT SUPPLY OF PRINT SERVICES

1.5.1 The Print Manager must be able to procure and manage Services from approved print suppliers on behalf of RMS and TfNSW respectively.

1.5.2 To avoid real or potential conflict of interest in the end to end management and delivery of the Services, including the management of approved print supplier arrangements, the Print Manager must be, and must remain for the term of this Agreement, independent of approved print suppliers of printing and production services (who may be engaged by the Print Manager to provide print orders for RMS and TfNSW respectively).

1.5.3 In providing the Services under this Agreement, the Print Manager must not itself undertake any print jobs or orders placed by RMS or TfNSW and must ensure that any entity that is a related entity (within the meaning of the Corporations Law) to the Print Manager or that is in a joint venture with the Print Manager or that is a party to a business understanding or arrangement with the Print Manager does not undertake any print jobs or orders placed by RMS or TfNSW.

2 SERVICE REQUIREMENTS

2.1 GENERAL

- 2.1.1 RMS and TfNSW have varying requirements for print management Services to meet their respective individual business unit needs. These may include in-house or other external commercial arrangements for some of the Services.
- 2.1.2 The Print Manager may be required to perform one or more of the Services to meet the requirements of RMS and TfNSW for any given print job.
- 2.1.3 When the Print Manager obtains a print job request from RMS or TfNSW, it must obtain a minimum of three quotes from approved print suppliers for the print job. The Print Manager must provide a recommendation regarding the print job to RMS or TfNSW respectively, based on the quotes it receives.
- 2.1.4 If the authorised delegate of RMS or TfNSW approves of the print job proceeding they will place a purchase order for the Services with the Print Manager. Upon receipt of a purchase order, the Print Manager must engage its approved print supplier to supply the Services for RMS or TfNSW respectively. The Print Manager is responsible for managing the performance and quality of the Services supplied by approved print suppliers to RMS and TfNSW.

2.2 PRINT STRATEGIC ADVISORY SERVICES

- 2.2.1 The Print Manager must provide print advisory services to support the printing and publication requirements of RMS and TfNSW including, but not limited to:
 - (a) Analysis of service provision, utilisation, service levels, costs, trends and issues relating to the Services, including managed print services undertaken by approved print suppliers;
 - (b) Input to design standards;
 - (c) Industry research and analysis, including state, national and international markets;
 - (d) Education and training;
 - (e) Implementation of environmental and waste minimisation strategies (including paper specification options);
 - (f) Innovation and best practice opportunities, including use of alternative delivery channels and digital formats;
 - (g) e-Substitution opportunities; and
 - (h) Project Management (from concept to print and delivery).

2.3 IN-HOUSE DESIGN SERVICES

- 2.3.1 The Print Manager must be able to provide in-house design services which are consistent with industry standard desktop publishing services. As RMS and TfNSW

may from time to time require some minor desktop publishing services, which will be specified in the print job.

- 2.3.2 All design services must be consistent with relevant NSW Government and RMS and TfNSW publishing standards, style guides and parliamentary and tabling requirements.

2.4 JOB PROCUREMENT AND MANAGEMENT

- 2.4.1 The Print Manager must provide end to end procurement and job management of approved print suppliers and processes for the procurement and delivery of, printing and finishing, other production, and liaising with RMS or TfNSW warehousing and distribution providers (if specified in a purchase order), in accordance with the principles set out at 1.1.2.
- 2.4.2 The Print Manager must, in complying with 2.4.1, procure services only from approved print suppliers.
- 2.4.3 The Print Manager must provide facilities via a secure internet based ePortal, a software or similar on-line service for:
- (a) Submission of job specifications by authorised users from RMS and TfNSW;
 - (b) Publishing opportunities and obtaining quotations/tenders from approved print suppliers;
 - (c) Submitting details and comparative analysis of quotations/tenders received and recommendations for approval to the appropriate RMS or TfNSW delegate; and
 - (d) Obtaining delegate approval to proceed in placing an order.
- 2.4.4 Where applicable, the Print Manager must be able to manage the allocation of ISSN, ISBN and RMS/TfNSW product numbers;
- 2.4.5 Procurement processes must be transparent and must be fully compliant with the NSW Public Sector Management (Goods and Services) Regulation and the NSW Government Procurement Policy Framework.
- 2.4.6 Subject to individual job specifications, and to the maximum extent practicable, the Print Manager should ensure that the approved print suppliers that the Print Manager engages to undertake print services adhere, to the extent possible, to the following objectives stipulated in their separate quote requirements:

- (a) Use papers with a minimum 50 per cent recycled content, remainder to be from sustainable or plantation forests certified by the Australian Stewardship Council, manufactured in Australia, totally chlorine free or elemental chlorine free and uncoated (where applicable);
 - (b) Ensure that any virgin fibre used has been produced without the use of elemental chlorine and should be sourced from suppliers engaged in internationally recognised sustainable forestry operations, such as those detailed under the standards of the Forestry Stewardship Council or Programme for the Endorsement of Forest Certification;
 - (c) Utilise environmentally preferred technologies;
 - (d) Do not use inks containing volatile organic compounds, metal-based inks; silver plates or photographic chemicals; and solvent based washing chemicals;
 - (e) Ensure that any waste classified as hazardous waste, including washing chemicals, pigments, inks, sludges, cleaning cloths and rags are disposed of through a hazardous waste scheme that includes a verifiable chain of custody of hazardous waste through the disposal process;
 - (f) Ensure that low environmental impact packaging is used;
 - (g) Ensure that paper packaging contains minimal non-recyclable coatings;
 - (h) Have demonstrated improvements in holistic printing such as: improvements in water; waste and energy usage; emissions reduction; resource efficiencies; measurement and benchmarking of performance; or informing customers of more environmental choices; and
 - (i) Be actively involved in membership of either printing industry or government sustainability business programs e.g. Energy Efficiency for Small Business, Sustainability Advantage or Sustainable Green Print.
- 2.4.7 The Print Manager should incorporate the above principles as part of their reporting to RMS and TfNSW.

2.5 DIGITAL ASSET MANAGEMENT SERVICES

2.5.1 The Print Manager must be able to provide digital asset management services, including:

- (a) Indexing and metadata management;
- (b) Secure storage and retrieval;
- (c) Backup and recovery;
- (d) Management of consents and releases (including timeframes); and
- (e) Copyright and intellectual property management.

2.5.2 The Print Manager must maintain version control over all digital assets to ensure that:

- (a) Only current authorised versions are used;
- (b) A full version history is maintained;
- (c) An audit trail of all approved changes is maintained; and
- (d) Digital assets remain owned by RMS or TfNSW respectively.

2.6 INVENTORY MANAGEMENT SERVICES

- 2.6.1 The Print Manager must be able to maintain a central register of all products including relevant product codes in respect of services provided to RMS and TfNSW.
- 2.6.2 The Print Manager must provide services for internal and external ordering of products through multiple channels, including:
 - (a) Inbound telemarketing;
 - (b) Inbound Call Centre;
 - (c) Inbound facsimile;
 - (d) Web forms;
 - (e) Email; and
 - (f) If RMS or TfNSW has its own inventory system and large warehousing facility: Custom interfaces to bespoke or Commercial-Off-The-Shelf order management systems; or as per the requirements of RMS or TfNSW.
- 2.6.3 The Print Manager must monitor inventories, usage, order points, demand forecasts, and supplier capacity forecasts and develop, in consultation with RMS and TfNSW, strategies to optimise procurement processes, achieve value for money and manage risk. This will include, but not be limited to:
 - (a) Aggregation of demand, including block ordering of printing capacity to meet forecast requirements; and
 - (b) Optimisation of inventory and print runs for bulk forms and publications, including by having regard to usage, revision cycles, storage and distribution costs, wastage etc.

2.7 PRINT ePORTAL

- 2.7.1 The Print Manager must provide a Print ePortal with preference to a secure web based portal/application. The portal will assist in streamlining existing print panel contracts and the print tender process.
- 2.7.2 The Print Manager will use the Print ePortal to identify suppliers who have the capability to provide the print services required, publish Request for Quotes (RFQ), award print jobs to the winning suppliers and provide a rating of the service provided by a supplier.

- 2.7.3 Approved print suppliers will receive invitations to quote on print jobs by email. Within the ePortal the supplier will be able to download the details of the RFQ, upload a response to the RFQ and submit a job completed notification to the customer.
- 2.7.4 The ePortal will be able to provide contract reporting on RMS and TfNSW print spend.
- 2.7.5 The ePortal must be able to upload all existing RMS and TfNSW approved suppliers.
- 2.7.6 The capability of approved print suppliers uploaded on ePortal should be able to be sorted, as a minimum, under service categories (eg product type, print type, finishing etc) and areas of coverage (regional).

The online ePortal should, at a minimum, have the following capabilities:

- (a) Secure access to the ePortal;
- (b) The ability to tailor the RMS and TfNSW interface if required;
- (c) The ability to set up individual and group access to authorised users in all RMS and TfNSW locations;
- (d) Capacity to upload specification files up to 50Mb and or provide File Transfer Protocol (FTP) site for file upload;
- (e) Capability to upload unlimited RMS and TfNSW approved print suppliers;
- (f) The ability to send the RFQ individually or simultaneously to selected approved print suppliers who meet the specification;
- (g) The ability to select print supplier by specification or by RMS or TfNSW preferred suppliers;
- (h) Set up and implement system quoting rules as per the RMS and TfNSW print delegation;
- (i) Individual quotes to provide full transparency of pricing including proofing, paper, print production and delivery;
- (j) The ability to capture/save initial job specification to ensure easy recall for job reprint;
- (k) The option to manually select, approve and comment on a single quote or have the ePortal recommend and approve the 'best price of the day';
- (l) Full transparency of the RFQ process including the supplier selection/engagement/ and award;
- (m) The ability to nominate start and close times for RFQ;
- (n) The option for job tracking;

- (o) The option to have the ability to receive automated notifications as part of the production process;
 - (p) The option to receive receipt documentation of the delivered printed products;
 - (q) The ability to view RFQ print supplier responses in both summary format and in individual job detail;
 - (r) Reporting capabilities that conform with the requirements at section 3.3; and
 - (s) System availability is 24hours, 7 days a week.
- 2.7.7 The Print Manager must provide training to RMS and TfNSW as per section 3.4.
- 2.7.8 The Print Manager must provide RMS and TfNSW with updates of portal changes that may impact the day to day operation of the portal.

2.8 SUPPLIER RELATIONSHIP MANAGEMENT SERVICES

- 2.8.1 The Print Manager must have appropriate resources and processes for managing relationships with the approved print suppliers end-to-end, including:
- (a) Notifying job opportunities and specifications;
 - (b) Obtaining quotes;
 - (c) Providing Job authorisation;
 - (d) Obtaining proofs, samples etc.
 - (e) Invoicing and reporting requirements;
 - (f) Quality management; and
 - (g) Governance and performance management.

2.9 INVOICING

Invoices for the Services

- 2.9.1 The Print Manager must provide invoices in electronic format and or any other format (at no additional cost to RMS or TfNSW), as specified by RMS or TfNSW, for upload into financial and administrative systems.
- 2.9.2 All invoices are to be received within ten (10) Business Days of the beginning of each month for the preceding month.
- 2.9.3 The Print Manager must ensure all tax invoices include all information to make it a compliant tax invoice under GST Act. It is to include:
- (a) Supplier name and its ABN
 - (b) Invoice period
 - (c) Invoice number
 - (d) Order date
 - (e) Purchase order number
 - (f) Name of RMS/TfNSW Personnel placing the order

- (g) Job number
 - (h) Description of job
 - (i) Itemised price
 - (j) GST amount
 - (k) Total Charges (excluding GST)
 - (l) Any other details reasonably required by RMS or TfNSW.
- 2.9.4 The Print Manager is required to consolidate all charges for individual job references into one invoice.
- 2.9.5 The Print Manager must pass-through to RMS or TfNSW respectively, without any mark-up, addition or alteration (other than the addition of the Print Manager's agreed management fee set out in Schedule 3) to the approved print supplier's print production costs.

2.10 REPORTING

Consolidated reporting

- 2.10.1 The Print Manager must provide consolidated monthly reports in relation to service provision, expenditure, activity, innovation, service levels, trends, paper management and issues relating to the Services, including managed services, to meet the requirements of RMS and TfNSW.
- 2.10.2 Financial Reporting – Monthly, but not limited to;
- (a) monthly revenue and job activity by each approved print supplier;
 - (b) monthly revenue by job type;
 - (c) monthly revenue by agency, branch and cost centre;
 - (d) monthly savings (cost avoidance, foregone and last price paid savings);
 - (e) monthly paper volumes (tonnes) recycle content verses no recycle;
 - (f) monthly performance against agreed Service Levels / Key Performance Indicators (KPI) in Schedule 4;
 - (g) monthly revenue by category; and
 - (h) any overdue RMS or TfNSW payments to the Print Manager.
- 2.10.3 Financial Reporting – Quarterly, but not limited to:
- (a) quarterly revenue and job activity by each approved print supplier;
 - (b) quarterly revenue by job type;
 - (c) quarterly revenue by agency, branch and cost centre;
 - (d) quarterly savings (cost avoidance, foregone and last price paid savings);
 - (e) quarterly paper volumes (tonnes) recycle content verses no recycle;
 - (f) quarterly performance against agreed Service Levels / Key Performance Indicators (KPI) in Schedule 4;

- (g) monthly revenue by category; and
- (h) any overdue RMS or TfNSW payments to the Print Manager.

2.10.4 The Print Manager must provide ad-hoc reporting upon request at no additional cost to RMS and TfNSW respectively.

3 OTHER REQUIREMENTS

3.1 ON-SITE SERVICES

3.1.1 The Print Manager must be capable of providing services on-site at the premises of RMS and TfNSW, as required.

3.2 ON-LINE COLLABORATIVE TOOLS

3.2.1 The Print Manager must provide and/or support on-line collaboration environments including, for example, facilities for:

- (a) Proofing;
- (b) Collaborative workspaces;
- (c) Email;
- (d) Voice conferencing; or
- (e) Other communication channels that RMS or TfNSW require.

3.3 INTERFACES AND DATA TRANSFER

3.3.1 The Print Manager must have contemporary Information and Communications Infrastructure to support integration and or interfaces required for the reliable, timely and secure transfer of data to and from RMS and/or TfNSW and/or approved print suppliers.

3.3.2 Interfaces should support international and/or industry standard approaches, protocols and file formats, including open standards.

3.3.3 Interfaces must support the following protocols and file formats:

- (a) Simple Mail Transfer Protocol (SMTP);
- (b) File Transfer Protocol (FTP);
- (c) Hypertext Transfer Protocol (HTTP);

- (d) Encapsulated Post Script (EPS);
- (e) Tagged Image File Format (TIFF)
- (f) XML;
- (g) Comma Separated Values (CSV);
- (h) Other Delimiter Separated Values (DSV) eg. tab, colon etc;
- (i) Photoshop document (PSD); and
- (j) Word document (DOC).

3.4 TRAINING

- 3.4.1 The Print Manager must, at no additional cost to RMS or TfNSW, provide all individuals nominated by RMS and TfNSW with training in the use of the web based (ePortal) as required and on an ongoing basis.

3.5 PRIVACY REQUIREMENTS

- 3.5.1 Notwithstanding any permitted handling of Confidential Information under this Agreement, the Print Manager and the Print Manager's Personnel must:
 - (a) not do any act or engage in any practice:
 - (i) that would breach any of its obligations; or
 - (ii) which if done or engaged in by RMS or TfNSW, would breach any of RMS' or TfNSW's obligations,
 under any Privacy Laws;
 - (b) ensure that it uses, accesses, retains and discloses any Personal Information, obtained either directly or indirectly as a consequence of this Agreement only as authorised in this Agreement;
 - (c) in relation to all Personal Information in connection with this Agreement, comply with the requirements of all Privacy Laws (even if Supplier or Supplier's Personnel are not themselves bound by those Privacy Laws) and not do any act or fail to do any act which causes RMS or TfNSW to breach any Privacy Law. To the extent of any discrepancy between the Privacy Laws, the Print Manager and the Print Manager's Personnel are required to comply with whichever Privacy Law has the higher standard
 - (d) notify RMS immediately upon becoming aware of a breach or possible breach of any of the obligations contained in or referred to in this section 3.5, by the Print Manager or any of the Print Manager's Personnel;
 - (e) ensure that all Personal Information in connection with this agreement is safely and securely stored and is protected against loss, and against unauthorised access, use, modification, interference, disclosure or other misuse;
 - (f) comply with all reasonable directions of RMS in relation to the care, protection of, access to, and disposal of, Personal Information held in connection with this Agreement; and
 - (g) ensure that any of Print Manager's Personnel who may be handling Personal Information in connection with this Agreement, comply with this section 3.5 as if they were the Print Manager.

3.5.2 In this clause the following terms have the following meaning:

"Privacy Laws" means the *Privacy and Personal Information Protection Act 1998* (NSW), the *Privacy Act 1988* (Cth), any applicable codes of conduct or directions issued under the *Privacy and Personal Information Protection Act 1998* (NSW) or the *Privacy Act 1988* (Cth), and all other applicable Laws relating to Personal Information.

"Personnel" of a party means officers, employees, agents and contractors of that party, and in respect of the Print Manager includes approved print suppliers.

"Personal Information" has the same meaning in the Privacy Laws.

3.6 PROCEDURES MANUAL

3.6.1 Preparation of the Procedures Manual

The Print Manager must prepare a procedures manual within twenty (20) Business Days of signing this Agreement, and update it from time to time to ensure it reflects current RMS and TfNSW business processes ("**Procedures Manual**").

The Procedures Manual must establish, document and maintain standard operating procedures for all activities which the Print Manager is required to perform under this Agreement.

RMS and TfNSW may request reasonable changes to the Procedures Manual that reflects their respective business processes from time to time. The processes and procedures must be auditable.

4 SERVICE STANDARDS

4.1 HOURS OF COVERAGE

4.1.1 The Services must be available to meet the requirements of RMS and TfNSW, including:

- (a) During normal business hours (8.00 am to 6.00 pm local time) on normal Business Days;
- (b) Scheduled after hours activities, to support peak demand requirements; and
- (c) Unscheduled out of hours activities, to support emergency demand requirements including supporting disaster recovery and emergency relief operations.

4.1.2 Where requested by RMS or TfNSW, the Print Manager must provide an out of hours emergency contact number.

4.2 TIMELINESS

4.2.1 The Print Manager must manage requirements of RMS and TfNSW for timeliness when dealing with approved print suppliers, including:

- (a) Defined response and/or turnaround times for:
 - I. Quotes – according to specified time during the eRFQ process; and*
 - II. Print orders – according to the complexity of the order and as specified on a per order basis.*
- (b) Provision of scheduled, ad hoc, and emergency reports. Minimum turnaround requirement within 4 business hours.

4.3 QUALITY

- 4.3.1 The Print Manager must meet the requirements of RMS and TfNSW (refer to section 4.4 below) in relation to quality, including the maintenance of quality if the Services require liaising with RMS or TfNSW engaged creative design suppliers and/or warehouse and distribution providers (as specified in a purchase order), to ensure:
- (a) Conformance with job specifications;
 - (b) Conformance with applicable standards, including publishing standards, style guides, parliamentary and tabling requirements etc;
 - (c) Accuracy of reports, invoices and other documentation; and
 - (d) Customer satisfaction.

4.4 QUALITY ASSURANCE

4.4.1 Quality Systems

The Print Manager is required to:

- (a) have a Quality Management System (**QMS**) in place for the management and operation of the Services; and
- (b) plan, establish, document and maintain a QMS which conforms to the requirements of this Agreement and will provide RMS and TfNSW with access to the Print Manager's QMS for monitoring and quality auditing. Quality systems proposed by the Print Manager shall be used as an aid to achieve compliance with the requirements of this Agreement and to document such compliance.

4.4.2 Risk management

The Print Manager will implement appropriate procedures to identify, evaluate and manage the risks associated with the performance of the Services under this Agreement and individual tasks allocated to the Print Manager by RMS or TfNSW. In addition to the risks associated with the Print Manager's operations the analysis must take account of the risks to RMS and TfNSW associated with poor performance or non-performance of the Services. Risk management reports must be provided to RMS and TfNSW when requested.

5 CONTINUOUS IMPROVEMENT

5.1 DYNAMIC ENVIRONMENT

- 5.1.1 RMS and TfNSW work within a dynamic environment and must adapt to meet changes in government policy, client demand and other environmental conditions.
- 5.1.2 In particular, it is anticipated that there will be a continuing shift away from traditional print based approaches towards multi-channel and multi-media approaches.
- 5.1.3 It is also expected that there will be ongoing advances in printing and publications production equipment, methods and techniques.

5.2 IMPROVEMENT OPPORTUNITIES

- 5.2.1 For Services provided under this Agreement, the Print Manager must consider the impact of multi-channel and multi-media delivery, where appropriate, to identify opportunities to minimise rework and maximise re-use.
- 5.2.2 The Print Manager must keep RMS and TfNSW apprised of advances in printing and publications production equipment, methods and techniques to ensure that improvement opportunities and best practice methods can be applied, where appropriate to the delivery of the Services.
- 5.2.3 The Print Manager must participate in, and contribute to, the development of strategies for the adoption of new or revised service delivery methods by RMS and TfNSW, including strategies for:
 - (a) Service integration;
 - (b) Information management, transfer, re-use, version control and standards; and
 - (c) Implementation, including transition arrangements.
- 5.2.4 For the purposes of section 5.2.3 above, the Print Manager must participate, as requested, in planning and other forums arranged by RMS and TfNSW, that may involve the participation of suppliers from multiple industry segments.

5.3 PERFORMANCE MANAGEMENT

- 5.3.1 Key performance indicators for measuring the performance of Services against the agreed service levels established under this Agreement are set out in Schedule 4.
- 5.3.2 The Print Manager must make the appropriate arrangements for the measurement and reporting of performance against the agreed service levels and key performance indicators.
- 5.3.3 Where performance exceeds or fails the service levels or key performance indicators, service credits or debits may be applied in accordance with this Agreement.

6 GOVERNANCE ARRANGEMENTS

6.1 BUSINESS PLAN

- 6.1.1 The Print Manager must develop, in consultation with RMS and TfNSW, an annual business plan which sets out its approach to the delivery of the Services.
- 6.1.2 The Business Plan will outline key strategies for delivering the services, including, as a minimum:
 - (a) Strategic and operational objectives for the planning period;
 - (b) Service delivery and contract management arrangements;
 - (c) Strategies and approaches for meeting Key Performance Indicators;
 - (d) Improvement opportunities and new business initiatives; and
 - (e) Resourcing strategies.
- 6.1.3 For the purposes of preparing the business plan, RMS will work closely with the Print Manager to ensure that it is aware of:
 - (a) Corporate strategies, directions and priorities for the planning period; and
 - (b) New business initiatives, including proposed changes to services and or service delivery channels.

6.2 QUARTERLY MANAGEMENT MEETINGS

- 6.2.1 The Print Manager must participate in quarterly management meetings with key RMS and TfNSW personnel, to address significant matters relating to the performance of the Services and the management of the Contract:
 - (a) Business plans of RMS or TfNSW or the Print Manager that may impact on the performance of the services including demand forecasts;
 - (b) Overall performance of the Services, including consideration of balanced scorecard or other performance management indicators, and the application of any Service Credits or Service Debits in accordance with the performance management arrangements;
 - (c) Key industry trends, innovations and best practice opportunities spanning the national and international markets that may be applied to improve services and/or achieve improved value for money;
 - (d) Improvement opportunities, including participation in any proposed forums in accordance with section 5.2.4 above; and
 - (e) Any other issues relevant to the strategic management of this Agreement.
- 6.2.2 The quarterly management meetings will be conducted as agreed between RMS and the Print Manager.

6.3 OPERATIONAL MANAGEMENT MEETINGS

- 6.3.1 The Print Manager must participate in regular operational management meetings with key staff of RMS and TfNSW to address ongoing matters relating to the provision of the Services, including for example:
- (a) Work in progress;
 - (b) Forecast demand;
 - (c) Reporting & Invoicing;
 - (d) Changes to processes and/or key personnel;
 - (e) Transition management; and
 - (f) Other issues relevant to the ongoing management of this Agreement.
- 6.3.2 It is anticipated that operational management meetings would be conducted at such times as may be agreed between RMS, TfNSW and the Print Manager.

6.4 OTHER FORUMS

- 6.4.1 The Print Manager may be required to participate in other forums with RMS and/or TfNSW to discuss issues relating to the overall management of supply arrangements for Print Management Services or related services.
- 6.4.2 It is anticipated that such meetings would be held as required and would normally be initiated by RMS.
- 6.4.3 RMS, TfNSW and the Print Manager may request additional meetings at any time.

6.5 ACCOUNT MANAGEMENT

The Print Manager must:

- (a) allocate an experienced account manager to be responsible for the day to day running and coordination of all contracted Services for the Term of this Agreement;
- (b) acknowledge all complaint(s) - received in person, by phone, by email or by fax - in writing and provide a date for the expected outcome, by the close of business the day of receipt or if received after 3pm than, no later, by the start of the next business day;
- (c) be courteous and respectful in all dealings;
- (d) return all calls by close of business the same day. In the instance of a message being left after 3pm the call must be returned at the start of the next business day;
- (e) acknowledge incoming emails either with a response action or if a complex enquiry, provide an estimated time of response by close of business same day as received. In the instance of the email being received after 3pm response must be returned at the start of the next business day;
- (f) provide and or process information in a timely manner;

- (g) liaise with key business groups, where authorised to do so by RMS or TfNSW;
- (h) continuously try to improve responsiveness and service to RMS and TfNSW; and
- (i) satisfy authorised orders promptly and efficiently.

6.6 WORK HEALTH AND SAFETY

The Print Manager must at all times:

- (a) ensure, so far as is reasonably practicable, that at all times all Services performed are provided safely and in a manner that does not put the health and safety of any person at risk;
- (b) comply with its duties under WHS Laws;
- (c) consult, co-operate and co-ordinate with RMS and TfNSW regarding work health and safety matters relevant to the Services to be performed; and
- (d) following a work health and safety related incident (which requires notification to a regulator under the WHS Laws) in connection with the Services performed:
 - (i) comply with any notification obligations under the WHS Laws;
 - (ii) immediately upon becoming aware of the incident, notify RMS of that incident;
 - (iii) undertake a risk assessment in relation to the incident and ensure all reasonably practicable control measures identified during that risk assessment are implemented to eliminate, so far as is reasonably practicable, any risk of a similar incident occurring again;
 - (iv) maintain any records relating to the incident; and
 - (v) provide RMS with a written report of the incident.

References to "**WHS Laws**" in this clause means all applicable work health and safety related Laws, including:

- (i) *Work Health and Safety Act 2011* (NSW);
- (ii) regulations, codes of practice, Australian Standards or compliance codes; and
- (iii) directions, guidance notes or notices issued by any relevant Government authority or agency responsible for administering work health and safety laws;

7 AUDIT AND BENCHMARKING

7.1 AUDIT REVIEWS

- 7.1.1 The Print Manager must co-operate in the conduct of any internal or external audit examination undertaken in relation to the provision of the Services (including managed services) to RMS and/or TfNSW.

7.2 BENCHMARKING

- 7.2.1 The Print Manager must co-operate in the conduct of any internal or external benchmarking exercises (which may include comparison of services, service

standards, costs or performance) undertaken in relation to the provision of the Services (including managed services) to RMS and/or TfNSW.

8 TRANSITION ARRANGEMENTS

8.1 TRANSITION-IN PLAN

- 8.1.1 The Print Manager must provide a Transition-In Plan to RMS, within 10 Business Days after commencing this Agreement, which sets out arrangements for the commencement of the Services.
- 8.1.2 The Transition-In Plan must include, as a minimum:
- (a) Key activities, durations, milestones and dependencies for the Services;
 - (b) Resource requirements, including the Print Manager resources, RMS's resources, TfNSW resources and other resources related to the supply of the Services;
 - (c) Arrangements for the development of standard operating procedures for the Services;
 - (d) Arrangements for the integration of systems and/or implementation of interfaces required for end to end management and delivery of the Services;
 - (e) Arrangements for the transfer of stock on hand, work in progress, digital assets, data and metadata, and other items for the Services;
 - (f) Arrangements for liaison with staff of RMS and TfNSW and approved print suppliers, including information and training sessions in relation to the delivery of the Services; and
 - (g) A risk management plan for the Services which identifies key risks, probability, impact and management arrangements, including person/s responsible for managing the risk and the timeframes.

8.2 EXIT PLAN

- 8.2.1 The Print Manager must:
- (a) no later than three (3) months after the commencement of this Agreement, develop, in consultation with RMS, a draft Exit Plan for the orderly transition of the Services to RMS, TfNSW or any replacement supplier on termination or expiry of this Agreement (in whole or in part);
 - (b) provide the draft Exit Plan to RMS for approval and must make any changes to it reasonably requested by RMS;
 - (c) ensure the scope of the Exit Plan includes, but is not limited to:
 - (i) the relationships and dependencies, key activities, indicative duration, milestones, resources, responsibilities and obligations of the parties on any termination or expiry of this Agreement;

- (ii) sets out the systems, procedures and processes to allow an orderly hand over and transition of the Services;
- (iii) Arrange for the transfer of stock on hand, work in progress, digital assets, data and metadata and other items for the Services;
- (iv) document a risk management plan for the Services which identifies key risks, probability, impact, and management arrangements, including the party responsible for managing the risk and the timeframe;
- (v) details on all of the termination services to be provided by the Print Manager;
- (d) ensure that any termination costs, if applicable, are documented in the Exit Plan and agreed to by RMS in writing; and
- (e) ensure that the Exit Plan is kept up to date to reflect the current Services and reviewed in consultation with RMS, every six (6) months.

9 BUSINESS CONTINUITY PLANNING

- 9.1 The Print Manager must develop and maintain appropriate business continuity and disaster recovery strategies for continued delivery of the Services.
- 9.2 RMS or TfNSW may require the Print Manager to provide details of its business continuity and disaster recovery arrangements, which may include, but not be limited to:
 - (a) Identification of key business processes for the Services;
 - (b) Business impact analysis for the Services;
 - (c) Continuity treatments for the Services; and
 - (d) Implementation, testing and maintenance for the Services.

10 SECURITY REQUIREMENTS

- 10.1 The Print Manager must comply at all times with requirements for the security of, and handling of, sensitive and classified material in respect of Services undertaken for RMS and TfNSW.
- 10.2 RMS and TfNSW security policies, procedures, and requirements, may include, but are not limited to:
 - (a) Requirements for storage, access and transfer of physical and electronic assets, including processing within designated secure locations;
 - (b) Training of staff in security awareness;
 - (c) Requirements for police checks and/or security clearances for nominated staff, where applicable;

- (d) Removal, return or secure destruction of images, print supplies, print overruns, transfer media and hardware used in the provision of the Services, other than on the premises of RMS or TfNSW;
 - (e) Accountability and traceability of materials, finished products and spoils;
 - (f) Notification of suspected or actual security breaches; and
 - (g) Participation of the Print Manager in security reviews, inspections or other activities, includes in relation to investigation of breaches.
- 10.3 The Print Manager must, upon request, obtain security clearances for nominated personnel in respect of work undertaken for RMS or TfNSW.
- 10.4 The Print Manager must have appropriate processes and facilities to ensure the secure storage, handling and authorised release of items held "under embargo", from the time at which material is received, through to the time of release.
- 10.5 The Print Manager must have appropriate facilities and processes for the secure storage and handling of documents, including cheques and other instruments, if required.
- 10.6 Appropriate security measures must be in place to prevent the risk of theft of stock and should include security of premises and vehicles used for delivery. All RMS or TfNSW materials will be secured in a locked receptacle and transported under strict security into the nominated location, if required. The Print Manager will be notified of those materials that have high security requirements

11 STANDARDS

- 11.1 The Print Manager must ensure that quality standards are maintained across the supply chain, including conformance of any approved print suppliers with quality requirements set out in this Agreement.
- 11.2 In providing the Services the Print Manager must comply with NSW Government standards, RMS' standards and TfNSW standards, and ensure that an approved print supplier engaged by the Print Manager also complies with the standards, including:
- (a) Graphic design standards;
 - (b) Style guides; and
 - (c) Corporate branding, campaign branding, logos (RMS Visual ID, TfNSW Visual ID) etc.
- 11.3 The Print Manager must comply with the following relevant Australian, International and industry standards, specifications guidelines and classification schemes in relation to the provision of the Services, including:
- (a) ISO 9000 - Quality Management;
 - (b) AS/ISO 12647-2 - Graphic Technology;

- (c) AS/ISO 14001 - Environmental Management; and
- (d) AS/NZS 4360 - Risk Management.

Schedule 3 Contract Price

For the purposes of clause 8.1.2(b) of the Master Contract, the Customer shall pay the Customer Price for the ordered Services inclusive of the Applicable Discounts below.

The Print Management Services Fee payable to the Print Manager under this Agreement is set out in the table below:

Model Type of service provided		Management Fee payable to the Print Manager for each print order supplied (Ex GST)
(a)	Enterprise (Services entirely managed by the Print Manager) - includes resource allocation by the Print Manager of Direct Labour (inclusive on costs) of: i) Account Director - [REDACTED] ii) Account Manager [REDACTED] iii) Account Customer Service [REDACTED] Appendix A (attached) lists the services provided by the above listed resources.	[REDACTED]
(b)	Fusion (Self Managed) ² Services - includes resource allocation by the Print Manager of Direct Labour (inclusive on costs) of: i) Account Director [REDACTED] ii) Account Manager [REDACTED] iii) Account Customer Service [REDACTED] Appendix A (attached) lists the services provided by the above listed resources.	[REDACTED]

Notes:

1. RMS and Finsbury Green will review the Management Fee applicable for Services provided under the Enterprise (Supplier Managed) and Fusion (Self Managed) models 6 months after this Agreement commences. The factors that will be considered at the review will be:
 - (a) Value and frequency of print job requests;
 - (b) Cumulative spend since the Agreement commenced;
 - (c) Commonality and/ or complexity of the job specifications; and
 - (d) Level of involvement of the Print Manager's Account Manager and support staff.

Following the review RMS, TfNSW and Finsbury Green may agree to adjust the Management Fee for Services provided under the Enterprise (Supplier Managed) and Fusion (Self Managed) model. Any such adjustment to that Management Fee will not be retrospective and will apply only to orders placed after the date that the adjustment is agreed to between the parties.

2. The Fusion (Self Managed) Services apply only to orders placed by the RMS Customer & Support Services Branch, unless otherwise advised by RMS.

Schedule 4 Service Levels

For the purposes of clause 5 of this Agreement, the Parties agree the following Service Levels.

The following Service Level Key Performance Indicators (KPI) are applicable to the Services under this Agreement:

Key Result Area	#	KPI	Measure	KPI Target	Responsibility and Tracking	Consequence
Quoting	1.0	Quote Preparation	(a) Timeliness: all job requests received on Day 0 to be uploaded on or before close of business Day 2. (b) Quote integrity: all quotes to be on the basis of the specification provided by RMS or TfNSW.	98%	Print Manager to provide monthly report detailing request time-in and time-out (upload) information. RMS or TfNSW to advise Print Manager when a known non compliance occurs.	<ol style="list-style-type: none"> 1. Print Manager to implement immediate corrective action. 2. If issue continues the Print Manager is to develop and implement a detailed improvement plan to be monitored over 3 consecutive months as proof of improved performance. 3. Print Manager to provide additional training (Free of Charge) to RMS self managed users if problems with quote integrity and quote competitiveness KPI's not being achieved.
	2.0	Quote turnaround	All quotes to be submitted to RMS or TfNSW respectively by the agreed date and time.	100%	Print Manager to provide monthly report detailing quote closed date/time and quote date/time submitted to RMS or TfNSW. Report to include details of quote creator so that issues relating to RMS self managed users can be identified.	
	3.0	Quote competitiveness	Minimum 3 print production quotes must be received for all jobs.	98%	Quote transaction report from sourceit, indicating number of responses requested and number of responses received (provide monthly within 5 Business Days of each month for the proceeding month).	

Delivery					RMS or TfNSW to advise Print Manager when a known non compliance occurs. Print Manager to advise RMS where known non-compliance with RMS self managed users occurs.	
	4.0	Delivery In Full On Time (DIFOT)	All jobs to be delivered: (a) In Full; and (b) On Time Note: Jobs with scheduled split deliveries will need each delivery line to comply.	98%	Print Manager to provide monthly on time delivery reports within 5 Business Days of each month for proceeding month.	<ol style="list-style-type: none"> 1. Print Manager to identify reasons for DIFOT non-compliance by referring to job milestones and compliance. 2. Print Manager to implement immediate corrective action. 3. If issue continues the Print Manager is to develop and implement a detailed improvement plan to be monitored over 3 consecutive months as proof of improved performance. 4. If KPI is still not met after 3 months then the Print Manager is to apply a 5% credit to the total invoice value of all orders that failed to meet the KPI the previous quarter.
	5.0	Proof of Delivery	All deliveries must be signed for by the job requestor or nominated	100%	Print Manager to provide monthly report within 5 Business Days of each month	<ol style="list-style-type: none"> 1. Print Manager to identify root cause of delivery issues.

			representative and proof of delivery available within 24 hours after signature received.			for the proceeding month. Proof of Delivery (POD) to be made available to RMS or TfNSW upon request. RMS self managed users to identify any issues relating to delivery within 5 Business Days for inclusion into the monthly report.	2. Print Manager to implement immediate corrective action. 3. If issue continues the Print Manager is to develop and implement a detailed improvement plan to be monitored over 3 consecutive months as proof of improved performance.
Proofing	6.0	Provide soft proof for all jobs prior to printing.	All proofs to be received within 48 hours from quote approval, (unless agreement between job creator and supplier has been determined otherwise)	98%		Print Manager to provide monthly report within 5 Business Days of each month for the proceeding month. RMS or TfNSW to advise Print Manager when non-compliance occurs.	1. Print Manager to identify root cause of delivery issues. 2. Print Manager to implement immediate corrective action. 3. If issue continues the Print Manager is to develop and implement a detailed improvement plan to be monitored over 3 consecutive months as proof of improved performance.
Purchase Orders	7.0	All jobs must have a purchase order provided.	No jobs are to be processed without a purchase order.	100%		Print Manager to provide support to RMS and TfNSW print buyers who may be unfamiliar with the process. Print Manager to provide feedback on business units not wanting to comply. Report within 5 Business Days of each month for the proceeding month.	1. Print Manager to identify root cause of delivery issues. 2. Print Manager to implement immediate corrective action. 3. If issue continues the Print Manager is to develop and implement a detailed improvement plan to be

							monitored over 3 consecutive months as proof of improved performance.
Quality	8.0	Produce all print jobs to RMS and TfNSW agreed quality standards.	<p>(a) All jobs are to be printed to the agreed quality standard.</p> <p>(b) The number of reprints/rework per month</p>	98%	<p>The Print Manager to provide monthly report listing all jobs that required rework or fell below RMS and TfNSW quality expectations within 5 Business Days of each month for the proceeding month.</p> <p>RMS and TfNSW to report to the Print Manager all jobs that fall below the agreed quality expectation.</p>	<p>1. Print Manager to identify root cause of delivery issues.</p> <p>2. Print Manager to implement immediate corrective action at no cost the RMS.</p> <p>3. If issue continues the Print Manager is to develop and implement a detailed improvement plan and report results for a period of 3 consecutive months as proof of improved performance.</p>	
Quality	9.0	Compliance with Service Level Agreement (SLA)	SLA/KPI's are consistently achieved.	99.5%	<p>Print Manager to provide monthly compliance report within 5 Business Days of each month for the proceeding month.</p>	<p>1. Print Manager to implement immediate corrective action.</p> <p>2. If issue continues the Print Manager is to develop and implement a detailed improvement plan to be monitored over 3 consecutive months as proof of improved performance.</p>	
Innovation	10.0	Demonstrated Commitment to introducing Innovation	Number of value adding initiatives to improve process efficiency and cost effectiveness.	Introduce a minimum of 3	The Print Manager to provide monthly formal submissions listing all identified initiatives and expected saving	If target is not being achieved both parties are to review	

				initiatives per quarter.	realisation. RMS and or TfNSW to audit on a quarterly basis.	issues/constraints and implement corrective action – where appropriate.
Relationship Management	11.0	The Account Manager will acknowledge all issues and enquiries within 3 Business Hours.	Pass / fail on: (a) Response; and (b) Time frame	98%	RMS and TfNSW to provide detailed information to allow for an accurate and timely response. RMS and TfNSW to advise the Print Manager times of non-conformance. The Print Manager to report monthly.	1. The Print Manager to implement immediate corrective action. 2. If the Print Manager breaches this KPI during 2 consecutive quarters, RMS may request immediate change of Account Management Staff assigned to this Agreement.
Savings	12.0	Savings Target Realisation	Provide RMS and TfNSW with accurate and timely savings information consistent with agreed whole of contract target of 18% savings from agreed baseline.	100%	The Print Manager to report savings monthly on the following categories: a) Cost Avoidance; b) Last Price Paid; c) Foregone savings; and d) Innovation.	If target is not being achieved both parties (including RMS self managed users) are to review the end to end process and implement corrective action – where appropriate.
Reporting	13.0	The Print Manager must provide RMS and TfNSW with reports on time and accurate and complete.	Pass/ Fail on: a) Accuracy; and b) On time.	98%	RMS and TfNSW to report all data integrity issues. Print Manager to provide monthly reports within 5 Business Days of each month for the proceeding month.	1. The Print Manager to implement immediate corrective action. 2. If issue continues the Print Manager is to develop and implement a detailed improvement plan and report results for a period of three (3) consecutive months as proof of improved performance.

Customer Satisfaction Surveys	14.0	Provide a level of Service Satisfaction. Criteria to be surveyed: delivery, service, response time and quality.	Service satisfaction rating per survey. (Minimum 1 survey per annum). >25% of surveys issued must be received before a rating can be registered.	98%	All parties to agree on the survey questions and timeframe. The Print Manager to carry out the online customer survey of RMS and TfNSW users.	1. The Print Manager to provide a corrective action plan on areas identified requiring improvement.
System Availability	15.0	All online applications to be available to access by RMS 24/7.	System uptime (in minutes) over each monthly period as a % of Business Hours in minutes.	98%	To be reported by the Print Manager. Report to detail how many maintenance schedules occurred within office hours. RMS and TfNSW to report any identified down time during Business Hours.	1. The Print Manager to implement immediate corrective action. 2. If issue continues the Print Manager is to develop and implement a detailed improvement plan and report results for a period of three (3) consecutive months as proof of improved performance.
Invoicing	16.0	All tax invoices and supporting billing documentation must be accurate and on time.	Pass/fail on: (a) Accuracy; and (b) On Time.	100%	Invoicing is to be delivered within 10 Business Days of each month for the preceding month. The Print Manager to provide monthly non compliance report to RMS and TfNSW (if required) prior to the next schedule contract meeting. RMS and TfNSW to advise the Print Manager when a known non compliance occurs	1. The Print Manager to implement immediate corrective action. 2. If issue continues the Print Manager is to develop and implement a detailed improvement plan and report results for a period of three (3) consecutive months as proof of improved performance.

Notes:

1. Service Credits

Service Credits apply to the failure to meet the Service Level specified for KPI 4 above. The credit (as per the column entitled "Consequence / Credits" in the above table) will be calculated for all effected items in the reporting period.

2. Reporting

Exception reporting must accompany all non-compliant KPI performance.

Appendix A – Service definition for Finsbury listed resources

A Finsbury Green resource list including the definition of services for each role to be engaged under the agreement.

1. Account Director
2. Account Manager
3. Account Customer Service

1. Account Director

Contract

- Deliver on all contractual obligations including reporting.
- Follow proper process for scope expansion when appropriate.
- Prepare quarterly and yearly reviews.
- Prepare and present yearly review to URG group.

Customer Relationships

- Engage and maintain constructive relationships with Contract Manager.
- Relationship building when and where appropriate with day to day customers throughout the department.

Staff Management

- All standard day-to-day HR considerations.
- Recruiting where appropriate.
- Conduct performance reviews.
- Manage workload distribution and workflow.
- Manage personalities to maximise motivation and work ethic.

Supplier Management

- Assist supply chain management team in finding and qualifying new suppliers to meet

customer requirements.

- Meet with existing suppliers to keep abreast of developments and new offers.
- Lead in negotiating term agreements to suit specific requirements.
- Assist in monitoring supplier performance with **sourceit** process.
- Assist in monitoring supplier performance with quality and service delivery.
- Lead issues resolution process.

Administration

- Internal reporting requirements including non conformance.
- Manage outstanding payments

Other

- Prepare/assist and attend customer functions.
- Proactively promote Finsbury Green services within the client.

- Take leadership role in innovation strategies and special projects as they arise.

2. Account Manager

- Be the face of Finsbury Green maintaining direct contact with allocated clients.
- Develop and maintain superior client relationships.
- Be on-site at client locations when and where appropriate.
- Provide on the job training and support to clients/users for all online applications.
- Scope and brief RFQ's and ensure that RFQ's/briefs created by self-managed users are appropriate and correct.
- Support users with follow up and additional on the job training on systems.
- Make recommendations to clients that will result in improvements to work/jobs, reduce cost and improve efficiency.
- Provide all quotes within agreed timeframes.
- Manage jobs from quote to delivery to ensure that all milestones are met.
- Review proofs.
- Review and manage product quality.
- Generate and provide reports.
- Share workload with colleagues when too busy or when spare capacity offer support to clients and co-workers.
- Work with suppliers and ensure supplier relationships are positive and constructive to ensure best outcomes.
- Ensure all activities and services are conducted in accordance with agreed KPI's and SLA's.

3. Account Customer Service

- Provide desk-based support to clients, account manager and suppliers.
- Follow up on all jobs to ensure delivery milestones are achieved.
- Follow up on all quotes to ensure delivered to client (approver) within agreed timeframes.
- Support self-managed users with phone based training and support.
- Take corrective action where/when required.
- Collate data for use in standard reports.