

Annex II to the Invitation to Tender

Frontex/OP/1231/2018/RS

Terms of Reference

**Framework Contract for provision of the Layout and Graphic
Design Services**

1. GENERAL INFORMATION ABOUT FRONTEX

Frontex, the European Border and Coast Guard Agency (hereinafter referred to as Frontex) was established by the Council Regulation (EC) Regulation (EU) 2016/1624 with a view to improve the integrated management of the external borders of the Member States of the European Union. Further information about Frontex can be found on the Agency's website www.frontex.europa.eu.

2. BACKGROUND

Frontex actively delivers and updates information about the activities under its competence, addressing a wide range of audiences from the general public to specialized experts, academia, training centres, political decision makers, the industry, EU institutions, as well as law enforcement authorities in Europe and beyond.

To successfully address its large number of stakeholders, Frontex yields a wide range of communication products. Frontex strives to meet the needs and expectations that each specific target audience has, by tailoring content, form and means of distribution accordingly. To achieve success, it is key that the information is made available in a clear, timely and relevant way, meeting the highest professional quality standards. All communication products, regardless of their kind and medium, must display the distinctive look, always comply with the Frontex Visual Identity (FVI), and strengthen the Agency's image.

Many of the Frontex communication products are drafted and copy-edited in MS Word while the required templates and layouts are usually done or adapted in InDesign. Once the layout process is concluded, all external communication products are currently published on the Frontex website in PDF format, but a rising number of publications are also released in e-pub formats.

On the occasion of institutional events, meetings, conferences etc., Frontex creates a series of communication products such as (but not being limited to): posters, banners, compliment and greeting cards, calendars, and conference folders. These have a special design (combining the FVI and special graphic elements), need to be prepared at short notice, and are printed in a limited number of copies.

Most Frontex external communication products are currently in English only, but an increasing number of them will require up to twenty three (23) EU language versions to be produced (Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovakian, Slovenian, Spanish and Swedish). Some of the Frontex products are also produced in third-countries languages (including Russian, Georgian, Arabic or Pashtu)

In the case of multilingual versions, a product might use an MS Word template instead of an InDesign template, to keep costs down in terms of layout, particularly when dozens of language versions are needed.

Frontex also makes more and more use of explanatory graphics (infographics) to convey complicated content in a comprehensible, concise and visually attractive way. Also all statistical data should be displayed in a clear, yet visually engaging manner.

3. SUBJECT OF THE CONTRACT

The subject of this contract is to provide layout and graphic design services to produce Frontex publications (e.g. books, brochures, leaflets, posters), templates (MS Office tools), display material (gifts, rollups, banners, etc.), visuals (infographics, maps, charts, illustrations) and others, regardless of medium and format, hereinafter called communication products.

Frontex places particular importance on the graphical and artistic presentation of its communication products and their compliance with the FVI. For this reason, tenderers must prove their creativity and capacity of high quality execution within the conditions set out.

4. TYPE OF CONTRACT

The contract is a multiple framework service contract in cascade. Frontex intends to conclude contracts with selected tenderers on the basis of the draft contract included in the *Annex V* to the invitation to tender. The contractors will be contacted according to the ranking list as a result of the tender evaluation process. At least two potential contractors but no more than three are to be selected (insofar as there is a sufficient number of admissible tenders which meet the selection and award criteria).

Services which will be performed under the contract will be ordered via Purchase Order which will set out detailed specific conditions for performing the individual task.

Frontex shall contact the first contractor from the ranking list with the Request for Services (prepared in accordance with *Annex IX*). If the first contractor is not in a position to meet the criteria for response time and specifications, cannot accept the order, or will not duly respond to the Request for Services, Frontex shall then contact the second contractor.

Frontex reserves the right to request additional tasks which may prove necessary for the production of the deliverable(s) foreseen. Such changes may correspond in particular to the introduction of new manuscript formats for processing or publications to be delivered, changes in the FVI guidelines, or new language requirements. Additional tasks will be calculated on the basis of the binding price list.

5. DESCRIPTION OF TASKS

The typical tasks of graphic design that will be required for the execution of the prospective contract will fall under the categories described below. For further details and technical specification, please refer to the *Annex IV - Financial proposal*.

5.1. Layout

The Contractor's core task will be to layout provided documents into professional communication products compliant with the FVI and brief sent by Frontex. The Contractor will receive from Frontex documents (usually in MS Word, Excel, PowerPoint, Publisher) with images, data sets, maps and photos in order to layout them into professional communication products, ready to be printed and delivered electronically. The Contractor will apply ready-made templates, designs, colours and fonts compliant with the FVI to:

- insert or replace text in a ready-made or designed template in line with predefined heading styles, ToC numbering etc.
- create text boxes, pull-out quotes, footnotes, tables etc.
- replace images in ready-made designs and templates, creatively search for imagery or select photos from the Frontex LENS or other online stock photo databases.
- prepare/adapt a publication for print and digital formats (as detailed in the *Section E of Annex IV*) by checking technical specifications and preparing files to guarantee top quality of the final product
- carry out core graphic tasks as described in the *Section A of Annex IV*.

Besides these core tasks, more complex layout services may be required from the contractor. They are also described in details in the *Section A of Annex IV*.

5.2. Graphic design

The Contractor shall support Frontex in the development and production of visuals for its online and offline communication products in accordance with the FVI guidelines. The range of services includes without being limited to:

- Creating complex visuals (charts, maps, infographics, illustrations)
- Designing new, original products not based on existing templates
- Creating drawings, paintings or three-dimensional objects
- Designing icons and illustrations

The contractor shall be responsible for the creative process from the initial concept to final delivery of the communication product and is requested to submit at least three substantially different concept proposals every time a creative graphic design shall be required. Final illustrations and renders, master files or raw files should be delivered in their native formats. Detailed description of graphic design services can be found in *Section B & C of the Annex IV*.

5.3. Language versioning

When requested, the Contractor(s) is expected to produce the translated versions of the communication products. While Frontex will provide the translated content, the Contractor(s) shall strive to ensure the achievement of a format standardisation among all language versions, so that the printed versions and the PDF published on the website are equally legible and professionally looking. All translated versions should be visually similar to the original document in English.

5.4. Multi-platform versioning

The Contractor(s) may be requested to produce versions of the communication product using electronic distribution platforms (for example E-pub or interactive PDF). It may be required to modify/insert interactive elements such as video hyperlinks, rollover images and document navigation, prepare digital print files of publications and/or adapt them for online and electronic distribution. The files should be prepared in such a way that they can open properly on tablets, smartphones and equivalents (see Section E, positions T01 to T06, Annex IV).

5.5. Art acquisition

While Frontex will provide a significant amount of photos, maps and graphs to choose from for illustrative purposes, the Contractor(s) will also be required to seek appropriate stock images and illustrations. Once Frontex selected and approved the images to be disseminated in all communication products (paper or electronic), the Contractor(s) is expected to purchase them on Frontex's behalf, always presenting proper copyright clearance and a copy of invoice for its purchase. As a general rule, royalty-free photos are recommended. Detailed information regarding art acquisition is included in *the Section D of Annex IV*.

In case of tailored imagery that cannot be acquired and has to be created, the Contractor(s) will ensure that Frontex is the copyright owner of the created images.

5.6. Quality control

The Contractor(s) will provide constant quality monitoring to ensure that:

- there are no errors in ordered communication product's format, structure and/or layout
- style and aesthetic quality of the delivered product meet requirements related to the target audience and technical specification
- final product is compliant with the current FVI, the EU Interinstitutional Style Guide, and/or other guidelines provided by Frontex

Frontex reserves the right to reject the product and apply contractual measures in case of repeated mistakes, omissions or poor quality on the Contractor's side.

5.7. Advice and guidance

The Contractor(s) is expected to continuously provide Frontex with technical and creative advice as well as guidance to ensure Frontex's communication products are executed to the highest possible standard.

6. HUMAN RESOURCES

For the execution of layout and graphic design services envisaged under the prospective contract, the Contractor(s) shall assign a team of at least four (4) graphic designers: two of them senior graphic designers with more than five years of experience in the relevant field(s) and two junior graphic designers with at least three years of experience.

In addition, the Contractor shall also assign a project manager, who preferably shouldn't be involved in the graphic design or production team, and have at least five years of experience in the publishing, advertising or design business. Among others, he/she shall be responsible for:

- managing Frontex Requests of Services and Orders and assigning tasks to the appropriate team
- keeping the deadlines
- ensuring the quality of the deliverables and their compliance with the FVI
- implementing Frontex's suggestions/corrections
- drafting minutes when necessary

Above mentioned team members shall be committed by the Contractor for the realisation of the prospective contract. At least one support staff proficient in the MS Office (developer level), styles and themes creation, XML, metadata, and macro automation should also support the team tasked with implementation of the contract.

Members of the Contractor's team should have proven experience in layout and graphic design and be highly proficient with the Adobe Creative suite software (among others InDesign, Illustrator, Photoshop etc.). They should also demonstrate experience in e- pub and interactive PDF files production, and be familiar with applying MS Office tools as means for graphic communication.

In case of long-term unavailability of the contract manager or of any member of the contractor's team initially assigned to the project, the Contractor(s) shall immediately inform Frontex about it in writing and appoint, pending Frontex's approval, a replacement with equivalent experience and qualifications.

Staff members of the Contractor(s), assigned to the prospective cascade framework contract, shall have a good level of English at B2 level minimum. Language skills level definition shall be understood in accordance with the scale proposed in the "Common European Framework of Reference: Learning, Teaching, Assessment", Council of Europe reference document http://www.coe.int/t/dg4/education/elp/elp-reg/Source/Key_reference/CEFR_EN.pdf). Frontex may ask for a replacement of the Contractor's team member if his/hers level of English will not be sufficient to perform the assigned tasks.

The Contractor shall make sure that the staff necessary for the provision of services is available at the beginning of services' provision.

The Tenderer should provide *curricula vitae* (CV) of team members assigned to the implementation of the prospective contract in line with the form provided (*Annex VIII*). The use of this form is mandatory. Only CVs submitted on this form will be evaluated.

7. TECHNICAL RESOURCES

When the foreseen Framework Contracts enter into force, the selected contractors should possess the necessary technical capacity (e.g. capable computers, relevant equipment and software) to execute the requested tasks. The Contractor's software should be compatible with Frontex current software packages (MS Office Prof 2013 and Office 365 for PC, Adobe Creative Suite CC), to avoid delays due to technical incompatibilities.

The Contractors should have in place all the necessary communication tools and procedures to communicate with Frontex, and to ensure fluent and timely execution of tasks (e.g. SFTP or secure dedicated on-line channel

allowing exchange of heavy files; videoconferencing, telephones and e-mail for regular communication), as requested in the foreseen Contract.

The execution of the contract requires the capacity to handle texts in different languages, alphabets other than Latin (e.g. Cyrillic, Greek, Arabic, Georgian, Tigrinya among others). The contractors shall ensure the availability of fonts, as described in the FVI Guideline.

8. DELIVERABLES

The deliverables of the prospective contract are considered all creative works, illustrations and designs, layouts, templates and other products as detailed in the prospective contract (*Annex IV*). All these elements shall become the property of Frontex. The deliverables shall always include: Print PDF, Online RGB PDF, InDesign collect including all collateral artwork master files and originals that are part of the product, unless otherwise specified in the Request of Services or Order. The PDF exports shall be done according to requested technical specifications or readymade export profiles provided by Frontex.

The deliverables are to be provided to Frontex by e-mail, secure FTP or other secure transfer protocol, or on appropriate electronic data storage devices (e.g. HDD, USB key).

The deliverables shall be delivered within agreed time schedule and in the appropriate formats and versions (PDF, InDesign, MS Word, MS PowerPoint, jpeg etc.), as requested by Frontex. The Contractor(s) will ensure the delivery of digital proofs or other physical items to the Frontex premises (currently located at Plac Europejski 6, 00-844 Warsaw, Poland).

All deliverables that are produced during the process of completing the task as well as the final, definitive versions must be sent to Frontex for acceptance. The criteria for acceptance of the graphic design projects will be: originality; creativity, pertinence for the subject matter they are designed to represent; harmony of all elements; strength and comprehension of the message.

Furthermore, the deliverable will not be accepted in case of an incomplete file, missing pages or elements.

If no error or any non-fulfilled criteria are notified to the Contractor(s) within 10 working days after delivery, the delivery is considered to have been accepted. Delivery must be accompanied by a message to Frontex's production coordinator, as well as to other addresses indicated by Frontex, informing them of the delivery. If the deliverable is not accepted by Frontex due to insufficient quality, the contractor shall deliver an improved version within 5 working days.

9. ESTIMATED AMOUNT OF WORK

Based on average Frontex layout and graphic design productions from the last two years, and this year's planned projects, the foreseen yearly volume, per type of communication product, is as follows:

Type	Quantity yearly
Books	45
Brochures	75
Reports	75
Leaflets	70
Templates	45
Stand-alone layouts (banners, roll ups and similar)	65

Infographics, maps, complex charts	70
Design of stationary, gifts, gadgets	50
Design of book calendars, icons, key visuals	25
Versioning of English books and reports into other languages	75
Versioning of print products into digital publishing (e-pub, interactive PDF)	30

These estimates may increase in the next few years due to a constant growth of Frontex.

10. PROJECT MANAGEMENT

The execution of this contract requires the capacity to manage several orders simultaneously and to ensure coordination between all parties involved. The contractors shall ensure the necessary management systems to ensure the quality control in the relevant production phases of the process and the quality check of the final product as well as the proper follow up and coordination at the pre-production, production and post-production stages.

10.1. Required model of work (sequence):

- (i.) Frontex submits a Request for Services, materials (text, presentation slides, photographs, etc.) and brief to the Contractor(s), asking for an estimated time and workload to carry out tasks indicated in the request.
- (ii.) The Contractor(s) has two working days to respond to the request by expressing the willingness to engage in the project and sending a preliminary time/workload estimate. Should the Contractor miss the deadline or provide unsatisfactory reply, Frontex shall have the right to contact the next Contractor from the winning list.
- (iii.) Once Frontex accepts the Contractor's reply to the request, a briefing is organised to clarify the project's needs and constraints, following which potential amendments to the Request of Services may be made. The Contractor will have one working day to send the amended request to Frontex for approval. When the Request of Services is approved, Frontex shall draft an official Order including the provided time/workload estimation and send it to the Contractor for signing. The preparation of the Order may take Frontex up to two weeks.
- (iv.) On receiving the signed Order from Frontex, the Contractor co-signs it and sends it back to Frontex within two working days.
- (v.) Proposal(s) or first drafts of the requested deliverables are sent to Frontex electronically for assessment.
- (vi.) Frontex submits its comments and requested changes, usually directly inserted in the PDF files
- (vii.) The Contractor acknowledges the receipt of written instructions and implements the requested changes; five cycles of corrections in the layout development are considered standard and the length of this process may depend on the complexity and size of the project.
- (viii.) When layout of the communication product is approved by Frontex, it goes to proofreading/editing.
- (ix.) The Contractor implements the requested changes and corrections in compliance with the FVI and ensures proper quality control; corrected files are sent back to Frontex.
- (x.) Following approval by internal stakeholders, Frontex accepts the project.
- (xi.) The Contractor sends the final deliverables as agreed in the Order and the relevant collect package with master files for archiving.

Frontex can interrupt the review cycle when there is evidence that the objective of the requested task is missed or the quality of the deliverable is unsatisfactory.

10.2. Communication

For the execution of the prospective contract, e-mail, telephone and videoconferences are foreseen as the main communication channels.

For the purpose of implementation of the prospective contract, the Contractor(s) should make available a secure file exchange platform, dedicated solely to Frontex, to deliver files too big for e-mail attachments. The platform should be accessed only by authorised personnel, specified in the prospective contract.