DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

The Department for Transport
Great Minster House
33 Horseferry Road
London
SW1P 4DR

Dear Sirs

Letter of Appointment

This letter of Appointment dated 23/10/2020, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	To be confirmed by the Customer
From:	The Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR ("Customer")
To:	Ove Arup & Partners International Limited 13 Fitzroy Street, London, W1T 4BQ ("Supplier")

Effective Date:	28/10/2020
Expiry Date:	End date of Initial Period 27/10/2021 End date of Maximum Extension Period 27/10/2022 Minimum written notice to Supplier in respect of extension: 4 weeks

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: · the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B

Key Individuals:	**REDACTED**
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	Full breakdown provided within embedded Pricing Schedule: **REDACTED** Capped Costs **REDACTED** Additional Costs **REDACTED** The total estimated contract value including any extensions (excluding VAT) is £849,506.50. The extension option, if utilised, will require further budgetary approvals over this amount. Day rates submitted within the Bidder's pricing schedule shall include travel, subsistence, lodging and related expenses as per the Terms and Conditions of RM6018 Research Marketplace. Rates remain firm for the life of the contract and any subsequent extensions to it.
Insurance Requirements	Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms); Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Customer billing address for invoicing:	Upon Contract Award, the Customer shall be provided with a profile of how they will be invoiced (also referred to as the payment schedule). This shall include costs for each of the agreed outputs (broken down by staff time and any other costs incurred), including a breakdown of VAT if applicable, and dates when invoices will be submitted linked to key project milestones. The project should be delivered on a capped cost price basis.

	REDACTED Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

GDPR	Please see Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects)
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:	**For and on behalf of the Customer:**
Name and Title:	Name and Title:
Signature:	Signature:
Date:	Date:

ANNEX A

Customer Project Specification

1. BACKGROUND TO THE CONTRACTING AUTHORITY

1.1 The Customer works with its agencies and partners to support the transport network that helps the UK's businesses, and gets people and goods travelling around the country. The Customer plans and invests in transport infrastructure to keep the UK on the move.

1.2 The Government's Industrial Strategy[1] sets out a long-term plan to put the UK at the forefront of the industries of the future and consists of four Grand Challenges: Artificial Intelligence and Data, Ageing Society, Clean Growth and Future of Transport (FoT, note: this was previously referred to as Future of Mobility / FoM).

1.3 The FoT grand challenge aims to position the UK as a world leader in the way people, goods and services move and has a mission to "Put the UK at the forefront of the design and manufacturing of zero emission vehicles, with all new cars and vans effectively zero emission by 2040". The Future of mobility: urban strategy[2] outlines the next steps for the FoT grand challenge, of which micro mobility is an important area.

1.4 One strand of the challenge is micromobility: the use of small mobility devices, designed to carry one or two people, or 'last mile' deliveries. E-scooters and e-bikes are examples. Most micromobility vehicles are currently illegal to use on the road or the pavement, as they are classed as 'motor vehicles' but do not meet many of the requirements of motor vehicles. The review is considering whether micromobility vehicles should be legalised and, if so, what regulations should apply to their use.

1.5 Many benefits of micromobility vehicles are cited: that they can be a quick and convenient way to get around, that they can reduce emissions, and that they can increase accessibility for all. However, there are also risks, on safety or disruption to roads and public spaces. There is limited evidence of the impacts of micromobility vehicles on the road network and road users, so the Customer will be running trials of e-scooters to assess these. Evidence gathered from trials, alongside responses to Customer's call for evidence, and other research, will inform future policy for micromobility.

2. BACKGROUND TO REQUIREMENT

Trials of e-scooters

2.1 The Customer has recently revised regulations allowing trials of e-scooters to take place in multiple areas around the country. E-scooter companies, working with local areas, will provide e-scooters on the street for hire (either docked or dock-less schemes), similar to the rental schemes seen in other countries. These allow people to unlock the e-scooter using an app, ride to their destination, park the e-scooter and pay in the app, usually priced by the length or duration of the journey. Some companies will also or only offer long-term rental schemes. The Customer does not yet know the mix of short and long-term rental across local authorities.

2.2 The objective of the trials is to gather evidence of the impacts of micromobiltiy to inform future policy. The trials will also support a 'green' restart of local travel and help mitigate reduced public transport capacity resulting from COVID-19. The

[1] https://www.gov.uk/government/publications/industrial-strategy-building-a-britain-fit-for-the-future

[2] https://www.gov.uk/government/publications/future-of-mobility-urban-strategy

aspiration is that E-scooters can offer fast, clean inexpensive travel that can also help ease the burden on transport networks and allow for social distancing.

2.3 The Customer is committed to ensuring trials take place in a safe and controlled way, and that we can gather robust, meaningful data. For this reason, only selected rental e-scooters will be allowed in trials for short-term rental, and in some areas, long-term rental. Privately owned e-scooters will remain illegal to use on the road, cycle lanes and tracks and pavements.

2.4 Regulations have set the rules for trials, treating e-scooters largely like bikes and e-bikes. The e-scooters will be subject to a maximum speed of 15.5 mph (the same as e-bikes), will be permitted in cycle lanes, and will be exempted from vehicle registration and licensing. Potential users will be expanded to include anyone with a full or provisional licence, therefore the minimum age for use will be 16 years old. Cycle helmets will be recommended, but will not be mandatory. Trials are expected to run for 12 months.

2.5 The Customer anticipates that the four Future Transport Zones will be among those who trial e-scooters. The Future Transport Zones fund supports local leaders to trial new digitally enabled transport services, modes and business models to see if these innovations can improve journeys. Each zone is responsible for evaluating its own initiatives. The Customer is also tendering an evaluation support contract to assist the zones with these evaluations, and to help synthesis lessons emerging from across the zones. The evaluation of e-scooter trials will be out of the scope of that contract, but individual zones (and other trial areas) may want to undertake supplementary evaluation activity that complements work under this contract, and there will be obvious links between the two policies and evaluations. It is not expected that there will be any dependency for information between the two contracts.

Evaluation requirement

2.6 The Customer wishes to commission an evaluation of these trials. The objectives of the evaluation are to:

i. Inform decision whether to legalise e-scooter use in future
   - Are e-scooters safe 'enough'?
   - What is the mode-shift and change in mobility?
   - Are they acceptable to other road users and community? What is the public response to the trials?

ii. Decide whether to make any changes to policy for future regulation:
   - Speed limits
   - Scooter specification (power, bakes, lights, bell)
   - Where they are used (roads/cycle lanes)
   - Licensing requirements
   - Age limits
   - Safety; infrastructure design, messaging and helmet use

iii. Gather evidence on costs and benefits to indicate to what extent the trials meet policy objectives, and to inform full impact assessment.
   - How effective is this as a new transport mode? For what journeys, places and users does it benefit most? (for individuals, other road users, the wider transport system and community)

iv. Input into any departmental evaluation of the effectiveness of covid-19 response policies (secondary objective)
   - Are there any unexpected outcomes?

v. Understand what local characteristics affect strengths and limitations, and infer in which contexts results may be translatable to areas not included in the trial (e.g. suburban and rural)?
vi. Learn implementation lessons for local areas: (e.g. how to procure, SLAs, how they integrate best with public transport, different routing and separation from traffic, docking stations or not; how to incentivise people to use them in the right way, whether training is helpful and how to provide it for all).
vii. Learn broader lessons around new transport modes and business models.

2.7 The following research questions have been identified to address these objectives. It is expected that the evaluation Supplier considers how to breakdown results appropriately by long-term and short-term users, and different demographics.

1. How safe are e-scooters? (for users and non-users)
    - What is the accident / injury rate for e-scooter users per million vehicle miles(or per trip or per hour of use) compared to:
        - cycling
        - the mode that riders have shifted from?
    - How do e-scooters impact on the safety of other road/pavement-users?
    - How safe are e-scooters perceived to be by users and non-users? And how safe are they perceived to be vs other modes e.g. cycling?
    - What factors are perceived or shown to contribute to safety?
    - How do streetscapes affect safety or perceptions of safety?
        - Do users feel they have the skills to ride safely? Does frequency of use enhance perceived skill and safety? Is helmet use more or less likely after trial?
2. Who is using e-scooters, how, and why? (All of these to be split by long and short-term rental, and analysed by different groups and demographics where not stated)
    - What proportion of registrations/journeys are made up by different demographic groups?
    - What types of trips are being taken? (length, purpose, start-end destinations)
    - How often do people use e-scooters?
    - Why are e-scooters chosen? What do users state are the barriers and drivers? What affects a good or bad experience?
    - How does use change over time for individuals?
    - How much do the covid-19 circumstances appear to be affecting use and uptake, and what does this imply about future use?
    - What was the trend in take-up and use over the trial (and how can this be explained)? What do the customer journeys look like?
3. What is the impact on the transport system?
    - What is the mode-shift?
    - How many additional journeys are estimated to have been enabled in the trial that wouldn't have happened otherwise? (including journeys enabling connections to other modes)
    - What level of use/additional journeys is implied if the trial is made permanent?
    - How integrated are e-scooters into the local transport system?
    - Are there any other unexpected outcomes?
    - Are people using private e-scooters illegally during the trial and why? How does this group differ to the population of rental users?
4. What are public perceptions of e-scooters?

- How acceptable are they to different road and pavement user groups? Does public accessibility increase with increased exposure/experience?
- Do e-scooters create access issues for pedestrians, including vulnerable groups (e.g. through poor parking)?
- What is the visual and practical impact on public space?
- What is the visual impact in heritage areas?

5. How do outcomes differ between areas? (Including but not limited to current urban design, transport infrastructure, population density, physical characteristics (e.g. hilly), heritage areas)
   - How do characteristics of areas affect outcomes?
   - How, if at all, do implementation approaches affect outcomes?
6. How well are specific policy aspects working?
   - Vehicle Standards:
     - Are vehicles perceived to be visible enough?
     - What
     - is user-feedback on aspects of vehicle standards?
   - Speed of users:
     - What are perceptions of suitability of speed limits?
   - Where they are used (cycle-lands/roads):
     - Can we estimate journey length for cycle lanes vs road use?
     - What are the benefits/challenges of each location of use?
     - Is any illegal use on pavements occurring?
     - Is there any difference in outcomes for provisional versus full license holders?
   - Helmet use:
     - How often and in what circumstances are helmets worn?
     - What can encourage more wearing? And what are the barriers to helmet use?
7. What lessons are there about implementation? Could include:
   - What lessons are there from local authorities around good practice and challenges in implementation?
   - What challenges have the police faced?
   - What do stakeholders (including users and non-users) suggest about improvements that could be made to the service and product? What communications are necessary to inform the general public about e-scooters? Would widespread adoption increase awareness and safety?
   - What adaptations to land use and transport infrastructure are needed if e-scooters are to be accommodated optimally?

8. What are the overall costs and benefits (using Green book methodology)?
   - What is the effect on: journey time savings; new journeys; health outcomes; safety, environmental impact, inclusivity, accessibility, enforcement costs, obstruction/nuisance parking, congestion?

3. DEFINITIONS

3.1

Expression or Acronym	Definition
Customer	The Department for Transport (Contracting Authority)

ECoE	Evaluation Centre of Excellence
FoM	Future of Mobility
FoT	Future of Transport
M&E	Monitoring and Evaluation
LAs	Local Authorities
CV19	COVID19
MDS	Mobility Data Specification
NTS	National Travel Survey
GIS	Geographic Information System
CBA	Cost Benefit Analysis

4. SCOPE OF REQUIREMENT

4.1 The Customer seeks to appoint a Supplier to carry out a national evaluation of e-scooter trials to address the research objectives and research questions set out above to inform future decisions about the regulation of shared and private e-scooters. This section sets out the key messages arising from the Customer's preparatory work for the evaluation.

Consideration 1: Meeting the need for early evidence and robust final analysis of a year-long trial

4.2 There is a high level of political interest in the trials and the Customer requires the evaluation to provide early insight. The Supplier will need to mobilise quickly to start generating this evidence. The Customer anticipate that interim outputs could include monthly summaries of monitoring data as well as informal notes or presentations summarising findings from individual strands of research or work packages as they pass key milestones. The Customer has a requirement for early analysis exploring the effectiveness of e-scooters as a CV19 response measure. LAs participating in the trial might benefit from an early output relating to lessons learnt from setting up trials for future regulations. To meet this requirement the Supplier may need to undertake some research activities before all aspects of the research design (and the evaluation framework) are finalised.

4.3 The Customer will require a formal interim report from the evaluation in March 2021 to inform a decision about the potential extension of the trial or other regulatory reforms. This would need to summarise the evaluation framework and synthesise evidence from across all evaluation data sources available at this point. The Customer appreciates that this may be too early a point in the trial to have collected robust evidence on some outcomes, such as safety.

4.4 As part of this interim report, the Customer requires an interim value for money evaluation (or economic evaluation) of the costs and benefits of e-scooters to inform future decisions on the regulation of e-scooters. This will build on the strands of data collection and analysis described above, and be prepared in accordance with HM

Treasury Green Book guidance[3]. The interim report will need to be drafted in an accessible manner and suitable for sharing with LAs participating in the trial and for publication.

4.5 A final report will also be required, bringing together data on the full 12 months of the trial. This will allow the Supplier to collect evidence over a longer timeframe and a range of different seasons, and could provide an opportunity to tailor research to follow up on and explore issues raised at interim report stage. The department would expect to arrange a peer review of the interim and final report.

4.6 Section 7 of this requirement sets out an anticipated timetable for outputs and deliverables from the programme. This is an area that the Customer would be flexible if Bidders can provide sufficient justification for an alternative phasing of outputs.

Consideration 2: Responding to the COVID19 (CV19) context

4.7 The CV19 context will shape the evaluation. It will limit the value of many commonly used evaluation approaches. Ethical considerations are likely to make some research methods infeasible.

i. The unusual nature of travel behaviour in this period may make it difficult for e-scooter users to conjecture and self-report a counterfactual for how they might have made a journey if e-scooters were not available to them.

ii. Patterns of e-scooter use (and their motivations) are likely to be heavily affected by changes in economic activity, demand for travel, and constraints on public transport, created by the need to socially distance, and public concerns about the CV19 risks of different transport modes. Similarly, the safety of e-scooters may be affected by changes in the use of the road network that may happen during or after the trial. These external factors are likely to create too much background noise to rely on establishing baselines and tracking change – attribution will likely be infeasible with any before vs. after evaluation approaches.

iii. The scope to use other areas that are not trialling e-scooters as a counterfactual for trial sites may be limited if the effects of the CV19 pandemic and recovery are not felt evenly across the country. Places that have been historically similar and appear to be suitable comparators may not be so going forwards. The Customer is however, interested if there are any opportunities to mitigate this issue by using local comparators – such as if any parts of a city not covered by a trial - to address specific research questions.

iv. Qualitative research with e-scooter users and other groups will help us to explore the relevance of this context and assess the transferability of trial findings – for example, we will be able to discuss with users their motivations for using e-scooters and whether this might be a long-term travel choice for them, or a short-term response to the pandemic. Such qualitative research would normally be best conducted through face-to-face interviews and live focus groups. Ethical considerations around the risks of CV19 transmission mean however, that the Customer has a strong preference for approaches that avoid face-to-face interviews or in-person focus groups.

Consideration 3: Offering flexibility

4.8 As noted above, e-scooter trials have been accelerated and dramatically expanded to provide additional transport options for passengers in the face of constraints on

[3] https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent

public transport as a result of the need for social distancing as a response to CV19. The fast pace of the programme means that some aspects of the evaluation – such as the monitoring data available from e-scooter providers – may be fixed before the Supplier is in place.

4.9 At the point, several core aspects of the programme are yet to be determined. These will have material effects on the evaluation:

i. Scale of the trial – a large number of areas have expressed interest in running trials of e-scooters, but it is not yet known how many trials will be established or what scale they will run at. The total number of users is uncertain but likely to be in the range of 50,000 – 100,000 users over the year. Exact areas are yet to be agreed but will include the Future Transport Zones, which can be seen via the hyperlink at para. 3.5 (and which is publicly available information).

ii. Trial timing – trials will start from July 2020 and each will be initially approved to run for 12 months. The Customer expects trials in most cases to commence before the end of August 2020.

The Customer is interested in whether a staggered start to trials will create an opportunity for a robust evaluation of the effect of e-scooters on travel patterns. The Customer is interested in identifying a group of individuals in areas that are not trialling e-scooters that are in some way similar to e-scooter users - for example they might have registered interest in using an e-scooter scheme that will open in a few months – and surveying them at the same two points as e-scooter users in trial areas. A difference-in-difference approach could then offer robust evidence on how e-scooters were shaping travel patterns at this particular time. However, the feasibility of the approach isn't certain as it will depend on the timing of scheme roll out and details of registration systems.

v. Local deployment models – At the point of issuing the Invitation to Tender, trial areas have not finalised key aspects of their intended deployment model. The Customer anticipates that across all trials there will be a mix of short and longer-term rental options, docked and dock-less devices, city-wide and tightly bounded schemes. The Customer may see some schemes focused around a particular site. Areas may choose to work with one or more e-scooter providers. It will be important for the Supplier to understand local deployment to assess the extent to which it is fair to pool data and draw comparisons across areas and identify opportunities to learn by contrasting different approaches across the country.

The Customer expects that specific aspects of deployment will create opportunities for insight on how e-scooters are used, and potentially help address safety questions. For example, where e-scooters are offered alongside e-bikes we may be able to draw comparisons, even though e-bike users will not be a meaningful counterfactual for e-scooter users in the same area. Where deployment is concentrated around a specific site (such as a hospital) alternative evaluation approaches may be feasible and desirable. Locations with high levels of e-scooter use may create opportunities for observational research.

vi. Fast-moving CV-19 context - The CV19 situation is likely to evolve over the course of this evaluation contract. It will be difficult to predict national or local restrictions to encourage social distancing. Approaches that are considered infeasible now may be possible in a years' time. This potentially creates a need for flexibility on approach.

Available evaluation data sources

4.10 Early planning by the Customer has identified a number of key sources of evaluation data.

4.11 **Source 1: Monitoring data (case-level data on users & journeys)** – this is likely to be an extensive and rich case-level source of data on users and journeys. The Customer is working with e-scooter providers to agree a specification for the personal and other data required from e-scooter companies for the evaluation and to create a secure platform where this can be uploaded by providers and stored prior to analysis. While the final list of fields and data are subject to confirmation, the Customer anticipates that the Supplier will have access to a single set of databases from all trial areas.

4.11.1 A second is expected with information at user-level, including characteristics, and high-level journey information, using additional APIs beyond the Mobility Data Specification.

4.11.2 More detail on what the Customer is hoping to collect via rental companies are store for the evaluation Supplier are: One database on anonymised journey data, is expected to build from the formats used in the Mobility Data Specification (MDS), developed by the Los Angeles Department for Transport and widely used by e-scooter providers.

i. **Case-level data on user details** – including contact details and demographic data for all (or a significant proportion of) users that will support user research. Demographic data that we are hoping to collect includes: age-band, first-part post-code, ethnicity, gender, long-term health condition (the first part of the GSS standard questions to understand disabilities). This will be the maximum list; we will update the ITT through clarifications if more information becomes available. This information will be personal and include sensitive data gathered only for the purposes of this evaluation; strict protocols to uphold data protection will be expected, and more detail is in section 7.

ii. **Case-level data on trips (high level trip data)** – including distance covered, and time taken, for each trip made by a user, and day, and the time (band) of day that each trip is started.

iii. **Case-level trip-end survey** – subject to discussion with rental operators, users may be prompted following some rides to report whether they were involved in any collisions or answer a question covering perceived safety or modal shift.

iv. **Vehicle details** – tracking the availability and use of individual e-scooters to provide evidence on the operation of the scheme.

v. **Anonymised records of journeys through detailed GPS track data** are expected to be available for every trip – and delivered in outputs at city or area level. This database will build on the Mobility Data Specification format which is widely used by e-scooter companies. This will allow analysis of where in trial areas e-scooters are being used. This spatial monitoring data will be anonymised, so it will not be possible to identify individual users or link multiple trips made by the same user.

4.12 **Source 2: User research** – The Customer's expectation is that monitoring data and trip-end surveys could only provide a part of the picture. More in-depth research with users could:

i. Provide an opportunity for users to self-report collisions and injuries and to further explore perceptions of e-scooter safety. Questions on collisions and injuries could be designed to allow comparisons to be drawn to historical data on the safety of other transport modes from the National Travel Survey (NTS). This asks research participants about collisions they have been involved in the past year, but to generate timely data there may be value in asking e-

scooter users about a shorter timeframe, such as six months. Given the expected infrequency of collisions and injuries the success of this method would likely depend on taking a census approach or undertaking research with a very large proportion of registered e-scooter users. The Customer's expectation is that questions about safety would be best asked via a telephone survey. The NTS is administered through a face-to-face household survey. Given that face-to-face research is not currently feasible (and would be costly) the Customer anticipates that some form of mixed-mode approach might offer the best available point of comparison. For example, a web-app based survey with additional telephone contact to validate the web-returns and push to boost responses might offer both a large number of responses that are reasonably comparable to NTS data.

ii. Generate a richer picture of who is using e-scooters. For example, to collect data on users' occupations or to understand the extent to which users have mobility impairments or have access to alternative transport. This could potentially be administered through a telephone survey with a sample of users.

iii. Understand motivations: why e-scooters are being used, how their use is being integrated into broader travel behaviour, why users have stopped using e-scooters, their confidence using e-scooters and the role of any training, any challenges that prevent them from using e-scooters as much as they might like or that prevent e-scooters having as positive outcomes as they could. This could be captured as part of the telephone survey discussed above, but qualitative research may offer an opportunity to fully explore the motivations for their use and how the CV19 context is affecting this (i.e. to what extent is e-scooter use driven by desire or out of necessity given public transport constraints).

iv. Capture user perspectives on the appropriateness of e-scooter regulations such as helmet use, licencing, speed restrictions and local restrictions such as geo-fencing. This evidence could be collected through either surveys or qualitative research.

4.13 Contact details for all research with users could be sourced from monitoring data. This would also allow for the linking of survey responses and other information provided by users at the point of registration.

4.14 Despite access to this database, there are a number of complicated sampling issues to consider in relation to designing quantitative research to create a representative sample: the national population of users is made up of a group of city-level e-scooter populations with different local interventions and population characteristics; user populations will be growing over time; early adopters may be different. Also, in terms of sampling for the self-reported safety survey to be undertaken at 6 months following registration, there will be a cut off after which registered users will not participate in this, in order to meet final reporting deadline of September 2021.

4.15 **Source 3: Research with other road and pavement users, and the local community** could help understand perceptions of e-scooters amongst the groups they interact with including drivers, cyclists, local residents, and vulnerable groups such as wheelchair users and the visually impaired. Research with these groups will allow the Supplier to collect evidence on the following areas, as well as how these are shaped by specific aspects of schemes:

i. General perceptions and acceptability of e-scooters from those who have interacted with them;

ii. Perspectives (and experience) of the safety of e-scooter use for other road and pavement users;

iii. Perspectives on the visual and practical impact on public spaces of e-scooters;
iv. Awareness and perceptions on the extent to which e-scooter users are following regulations such as where e-scooters can be used.

4.15.1 The Customer believes that mixed methods approach would be appropriate for undertaking research with these groups. A web-survey would likely be required to reach a broad mix of local road users in each trial area. Qualitative research (potentially some combination of interviews and focus groups or deliberative forums) might help to generate a richer evidence base and ensure that views from a range of groups are available.

4.16 **Source 4: Research with stakeholders** could help to contextualise and interpret the evidence emerging from other strands of the evaluation. It could offer insight on how schemes have been rolled out, to understand what scheme management approaches appear to have worked well such as how offering docked vs. dock-less devices affect outcomes, as well as long-term versus short-term rental.

4.16.1 The Customer has identified the following stakeholders as potentially contributing to the research: Customer policy sponsors, LA scheme administrators, e-scooter providers, Police forces, insurers and representative bodies including the RNIB, road safety organisations heritage experts or the Motor Insurer's Bureau.

4.17 **Source 5: Secondary data assembly and analysis** could provide further contextual evidence for the evaluation. Historical data on travel in trial areas, including travel to work patterns and public transport use could offer context when interpreting data on mode-shift from the trial. Geographic Information System (GIS) data on features such as transport hubs, dedicated cycling infrastructure and broad land-use could be used to infer additional information about trip purposes from monitoring data.

4.17.1 The Customer will undertake bespoke analysis of historical NTS data to provide the Supplier with safety benchmarks to use in the evaluation.

4.17.2 The Customer expects to also provide the Supplier with access to some Police records of incidents involving e-scooters. Due to data lags and the lack of specific e-scooter codes at present, standard police reporting of road traffic collisions (STATS19) is not expected to be a core data source for the evaluation. The Customer is exploring whether it is possible to access records of injury collisions where e-scooters are mentioned in police accident descriptions, through CRaSH. However, this may only be available in areas which use CRaSH, and which are able to support this approach. The Customer may also be able to provide the Supplier with any police Fatal Collision Investigation reports or coroner Prevention of Future Death reports that are available during the study period.

5. THE REQUIREMENT

5.1 From the Customer's preliminary work they anticipate some research tasks will require activity across all trial areas, and some would be better focused in a sub-set of deep-dive case studies.

5.2 As noted above, surveys of users across all trials will likely be required to assess the safety of e-scooters. There is also a clear rationale for making use of the, likely extensive, monitoring data and secondary data on all trial areas as this will be readily accessible by the Supplier.

5.3 In contrast, the Customer sees a strong case for focusing other research activity (qualitative research with e-scooter users, surveys and interviews with other road and pavement users and stakeholders) on a smaller number of case study areas to build up a richer picture of the effects of offering e-scooters in a particular area.

5.4 The Customer anticipates that, at a minimum, the following evaluation activities will be required to address the research objectives and research questions.

Familiarisation

5.5 The Customer requires the Supplier to become familiar with the trials, their operation and evaluation planning already undertaken. This will require:

i. Review of programme documentation including:
   - Customer guidance for LAs and e-scooter providers;
   - Proposals from LA's / providers for individual trials;
   - Work undertaken by TRL to assess the safety of different e-scooters;
   - Data protection impact assessments and data sharing agreements between Customer, LAs and providers;
   - Forthcoming social research publications commissioned by the Customer on attitudes towards e-scooters;
   - Analytical work underpinning the data sharing agreements between Customer, LAs and providers;
   - A light touch review of international studies on the effects or implementation of e-scooters.

ii. Familiarisation sessions with key Customer staff – two sessions would be required to cover both policy / delivery and analytical aspects of the programme.

iii. Initial conversations with LA officers to understand and map their planned approaches to e-scooter trials covering their intended deployment model and their planned management approach. Minimum of fifteen interviews required, to offer coverage of the majority of trial areas.

iv. Initial conversations with e-scooter providers to understand deployment plans and to confirm arrangements for receiving monitoring data. Minimum of eight interviews required, assuming each e-scooter provider works with an average of two areas.

Detailed monitoring and evaluation framework

5.6 The Customer requires an overarching framework covering both theoretical and practical approaches to the evaluation. This should include the following elements:

i. An overarching Theory of Change or appropriate theoretical framework for the programme. This may set out in detail how offering e-scooters to the public is expected to generate benefits or dis-benefits and specify the key assumptions and risks surrounding the programme. This could include a logic model or alternative visual summary of the expected effects, assumptions and risks associated with the trials.

ii. A robust approach to assessing the impact of e-scooters, including the evaluation questions around safety and mode-shift, and a clear account of limitations and applicability of findings.

iii. A coherent set of methods to answer the range of evaluation questions.

Accessing monitoring data and preparing it for analysis

5.7 Prior to accessing monitoring data, the Supplier will be required to put in place a secure process to access and store these records. The Customer will need evidence that the Supplier either: (a) has the NCSC Cyber Essentials qualification or meets the

ISO 27001 standard, or (b) can demonstrate that comparable alternative arrangements are in place. For reference, the Supplier will need to complete the Security Assessment Questionnaire in ANNEX A (included within this bid pack) to the satisfaction of the Supplier's security team upon award of contract.

5.8 The Supplier will also be required to agree a detailed Data Sharing Agreement (DSA) with the Department upon award of contract to cover the intended use of personal data on the evaluation, including monitoring data. It is possible that some local authorities will also want to agree a DSA with the Department, for which the Supplier would be involved as a sub-Processor of the data and would be required to supply the requested data to the local Customer.

5.9 Once arrangements have been confirmed and monitoring data has been made available to the Supplier, they will be required to undertake quality checks on the data. The Department is still working through the details of the data pipeline between the e-scooter operators' data stores and the Department's central database (likely to be held securely on the Government's Google Cloud Platform); it is possible the Supplier will also need to convert the data into a format suitable for analysis.

5.10 In downloading and using the data, the Supplier will be expected to use Pseudonymisation, so that an individual cannot be directly identified from it without access to additional information, which must be held separately and securely so that it cannot be readily linked back. Pseudonymised data, unlike anonymised data, is still personal data and therefore still subject to data protection law.

Analysing the monitoring data available from rental companies

5.11 The monitoring data from rental companies will be provide rich and potentially large source of data.

Research with e-scooter users

5.12 At a minimum, the following user research activities will be required. The Customer has no fixed requirement about the mode for these surveys (e.g. web-app or telephone):

i. A survey of a representative sample of users shortly after either their first or an early trip.
ii. A census survey of all users approximately six months' after their first trip. Assume all users to provide evidence on safety and perceived safety (we assume around 5 min average interview for the census) and a representative sample of users (a longer survey) to provide evidence across a broader range of outcomes.
iii. Qualitative interviews with 30 users in each of five case study areas.
i. Multiple on-line focus groups in each case study area or some form of online deliberative research of similar scale.

Research with other road and pavement users and the local community

5.13 At a minimum, three areas of research will be required with other road and pavement users:

ii. Qualitative interviews, covering a range of groups and interests, in each of five case study areas.
iii. Survey research in some or all of the case study areas
iv. Multiple on-line focus groups or in each case study area or some form of online deliberative research of similar scale.

Research with stakeholders

5.14 At a minimum, qualitative interviews with 15 stakeholders in each of five case study areas as well as with ten national stakeholders will be required.

Secondary data assembly and analysis

5.15 Use of secondary data on transport and context from trial areas, as detailed in section 6.

Analysis and reporting

5.16 **Cost Benefit Analysis (CBA) of the trial period** – The Customer has considered how the costs and benefits of the trial might be quantified using economic evaluation approaches. The table below summarises the key areas of impact the Customer expects from the trials and suggests potential data sources for each. The Customer expects the final CBA to link to the inputs, activities, outputs, outcomes and impacts as mapped in the logic map developed as part of the evaluation framework (see paragraph 6.4) for more detail). CBA estimates should be consistent with Green book and Customer Transport Appraisal Guidance methodology and could explore:

5.17 The Customer believes the CBA could largely build on the data collection discussed above, but could be strengthened by requesting additional cost data from users, e-scooter providers, insurers and LAs. These additional requests are marked with an asterisk in the table below. Much of this information could either be requested during stakeholder interviews or a greater number of LAs and providers could be reached via email / through a modest online survey.

Impact Area	Example of data	Potential sources
Uptake	Number and length of trips	E-scooter rental companies
Mode shift	Mode and length of trip replaced	E-scooter user survey
Safety	Number of different severity injuries	E-scooter user survey Insurance claims Customer TAG Databook to monetise casualties
Health – Physical Activity	Number and length of active model trips replaced	Mode shift from e-scooter user survey E-scooter distance travelled data from rental companies Customer TAG Databook Customer Active Mode Appraisal Toolkit (AMAT)
E-scooter misuse	Scale of inappropriate e-scooter speed, use under the influence of drugs or alcohol, riding on the pavement or nuisance parking	E-scooter complaints reported to local authorities and e-scooter rental companies
Local authority costs	Set up and running costs	Local authorities*
User costs	Net additional costs incurred, including any PPE (such as helmets)	E-scooter user survey*
Tax revenue	Tax on e-scooter use, e-scooter companies and any employment generated. Tax lost from trips replaced	VAT on e-scooter rentals – from company rental data Business tax revenue from rental e-scooter companies Income tax revenue from rental e-scooter company employees
Environmental impacts	Changes in particulates, nitrous oxides and carbon	Mode shift & distance travelled data from e-scooter rental companies

	emissions due to mode shift Emissions from production and maintained of e-scooters vs. displaced modes	Customer TAG Databook to monetise impacts
Journey time savings	Journey time saving relative to replaced mode	Mode shift from e-scooter user survey E-scooter trip distance data from rental companies Average speed for different modes from National Transport Survey Data
Business impacts	Employment generation, operation costs and revenues, influence on demand for private e-scooters	E-scooter rental companies* Insurance companies*

6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables are expected to apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
A - National Evaluation of E-scooter trials		
1. Contract initiation	Inception Meeting	Within one week of award date.
2. Evaluation framework document	A confirmation of an evaluation workplan, drawing on engagement with the Customer, LAs and e-scooter providers, to meet the research objectives and research questions.	October 2020
3. Monthly summaries of monitoring data	An update report providing the Customer with regular snapshots of how e-scooters are being used across the trials.	Monthly
4. Early insight	Unpublished, informal outputs providing early insight on the trial and indicating likely study findings.	Ongoing
5. Early findings report	Publishable report presenting early evidence on the role of e-scooters as a CV19 response measure and early lessons for future regulation from implementation.	January 2021
6. Interim report	Publishable report to synthesize all research completed by this point to inform	March 2021

	a decision on the extension of the trials or other regulations.	
7. Final report	Publishable report updates interim, incorporating findings from later waves of research.	September 2021

7. CONTINUOUS IMPROVEMENT

7.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

7.2 The Supplier should present new ways of working to the Customer during annual Contract review meetings.

7.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

8. ETHICS

8.1 The Customer is committed to promoting high ethical standards in the conduct of the social research it funds and commissions. The Supplier shall conduct research to appropriate ethical standards. This would include following the General Data Protection Regulation of 2018, and the principles outlined in the Government Social Research (GSR) Unit Professional Guidance 'Ethical Assurance for Social Research in Government':

- Principle 1: Sound application and conduct of social research methods, and interpretation of the findings.
- Principle 2: Participation based on informed consent.
- Principle 3: Enabling participation.
- Principle 4: Avoidance of personal and social harm.
- Principle 5: Non-disclosure of identity.

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8.2 For further details of these principles see the GSR guidance here: https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government.

9. QUALITY

9.1 These are intended to ensure that the reporting process is efficient and produces outputs of good quality that will be acceptable for the Customer.

- All reports and other outputs of the Contract should use language that a non-analyst would understand and have clear policy-relevant messages. Sentences, headings and paragraphs should be short and concise. Slang and jargon should be avoided. Where technical terms must be used, a glossary should be provided.
- Reports should be written in the third person and should refer to analytical findings in the past tense. The Supplier should ensure the style and tense used does not change throughout the report. Drafts must be consistent in language and acronyms, use of footnotes and use of references throughout.

- Research methods should be described succinctly in the main text. Further detail that would allow a technical peer reviewer to understand the research methods and ascertain their quality should be provided in a technical annex.
- Reports should begin with an Executive Summary of 2-5 pages in length. This should be suitable for use as a stand-alone summary of the research findings. It should clearly identify the main points arising of policy relevance.
- Reports that are intended for publication should be drafted using the Customer report template which will be provided by the Customer. The Customer has noted the outputs that they expect this will apply to in Section 7. In the case of these reports the Supplier shall follow guidance provided for external partners on creating accessible documents so must be aware of the requirements[4].
- The Supplier should schedule a report planning meeting with the Customer. This should take place when data collection and analysis has been conducted and before drafting of the report begins. For this meeting, the Supplier should provide a suggested outline of the report contents and a narrative of the main points that will be covered and the emerging conclusions. Discussion and agreement on these points in advance should make the report writing process more efficient and minimise wasted effort by the Supplier and Customer.
- The Supplier should build in time for thorough quality assurance of reporting outputs to ensure they have been thoroughly checked before submission and so are free from spelling and grammatical errors. The schedule should build in time for this process.
- The Supplier should allow adequate time for the Customer to review draft reports and return comments. The suggested allowances are 2 weeks for case study reports and 3 weeks for annual reports. Any comments provided by the Customer must be fully addressed.

9.2 In addition to meeting these quality guidelines, research findings must be sufficiently robust to guide future policy decisions. This means that the research needs to be defensible in design and that the collection, analysis and interpretation of qualitative data is transparent and systematic. Methodological decisions and any implications of such decisions must be explained.

10. PRICE

Potential call-off/ad-hoc days:

10.1 During the life of the Contract, there may be a need for ad-hoc work in addition to the proposed work for this requirement, which shall be invoiced on agreed roles and submitted day rates. This will be in addition to the Contract Value of £850,000.

11. STAFF AND CUSTOMER SERVICE

11.1 The following types of expertise will be essential for successful delivery of this requirement:

- Advanced evaluation skills, including:
  - Understanding and experience of delivering evaluations of a similar scale and complexity;
  - Designing evaluations with an over-arching framework and multiple sub projects which feed into the overall questions;

[4] https://www.gov.uk/guidance/how-to-publish-on-gov-uk/accessible-pdfs

    - Understanding and experience of a variety of impact evaluation methods, including quasi-experimental methods and theory-based approaches.
- Social research skills: design, delivery and analysis of qualitative and quantitative research projects.
- Statistical skills, including robust sampling framework design and quality assurance of analysis.
- Data-science skills: ability to manage and analyse large and linked databases with pseudonymisation.
- Economic Cost Benefit Analysis.
- Project management.

11.2 Members of the team who are accessing sensitive data will need appropriate security clearance and training.

11.3 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.

11.4 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

11.5 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

12. SERVICE LEVELS AND PERFORMANCE

12.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Deliverables presented to the Customer according to the timescales outlined in Section 7 'Key Milestones and Deliverables' (unless otherwise agreed) and are in the agreed format.	100%
2	Research Quality	When agreed, deliverables are quality assured, clear, accurate and of a publishable standard, in-line with the guidance set out at 12.3 and 12.4.	100%
3	Response Time	The Supplier is flexible and i) adapts work plans quickly in light of changing situations to ensure planned outcomes are achieved, for e.g. revising recruitment approach or methodology; ii) responds positively to requests and queries from the Customer and other stakeholders, including responding to the customer at least initially within 1 working day; and iii) supports data quality by proactive and collaborative working with sub-contractors and ensuring that roles and responsibilities are clear.	100%
4	Risk Management	High quality, detailed and up to date project risk assessments in place. Appropriate mitigations are adopted/ mitigation action is taken.	100%

5	Meetings	Attendance at weekly catch-ups with project teams, presentation of provisional findings and presentation of final report, monthly project board meetings. Via video conference during pandemic.	100%
6	Meetings	Papers for steering group must be provided at least 5 working days before each meeting.	100%

12.2 The quality of the service provided by the Successful Supplier will be regularly monitored by the Customer against the elements outlined above throughout the duration of the Contract.

12.3 The Supplier shall participate in quarterly and annual review meetings or video conferences with the Customer to review the quality and performance of the services provided. The Supplier shall be appropriately represented at the review meetings that will usually be conducted via teleconference or facilitated face to face in where this can coincide with other meetings.

12.4 In the event of poor performance through the failure to deliver KPIs/SLAs to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements stated.

12.5 The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.

12.6 The Customer reserves the right to terminate the contract early if poor performance continues. The Supplier would receive formal written warnings and would receive 3 months' notice if contract termination were to initiate.

12.7 The Customer will monitor the work of the Supplier throughout the Research Project through regular contact between the Supplier and the Customer's day-to-day contact.

12.8 The Customer will manage poor performance by the Supplier as set out in section 15 and in line with the terms and conditions of the resultant contract.

12.9 Following annual review meetings, the Customer may choose to discontinue the contract if it judges any of the following criteria are not met:

- A robust and appropriate evaluation design has been demonstrated to be feasible;
- A sufficiently robust data collection method has been identified and;
- The research outputs are of sufficient quality and are providing robust evidence to guide future policy decisions; and;
- The proposed study represents value for money.

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

13.1 The Customer is committed to maintaining high standards of data security and confidentiality.

13.2 The Intellectual Property Rights (IPR) of all products created during this commission (including, without limitation, all data, findings and outputs) will be vested with the Customer.

13.3 The

13.4 Supplier shall seek approval in advance from the Customer's Project Manager for any press release, presentation or publication related to this project until the final report is published; sufficient time should be allowed for this. After publication of the

final report, the Supplier shall keep the Customer's Project Manager informed of any further use of data and/or findings from the project.

13.5 All copyright, know-how and other property rights generated from this project remain property of the Crown. The Supplier shall ensure that all documentation and wherever possible all computer media are clearly marked accordingly.

13.6 Any outputs must not be published or shared with any third parties without the written permission of the Customer.

14. PAYMENT AND INVOICING

14.1 Upon Contract Award, the Customer shall be provided with a profile of how they will be invoiced (also referred to as the payment schedule). This shall include costs for each of the agreed outputs (broken down by staff time and any other costs incurred), including a breakdown of VAT if applicable, and dates when invoices will be submitted linked to key project milestones. The project should be delivered on a capped cost price basis.

14.2 To assist with the payment process, draft invoices shall first be submitted by e-mail to the Customer's Project Manager. Once the draft invoice has been agreed, a Customer 'Goods Received Notice (GRN)' will be produced and the Customer will then confirm that the invoice may be submitted for payment.

14.3 REDACTED

14.4 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

14.5 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

15. CONTRACT MANAGEMENT

15.1 The identity of the Customer's Project Manager shall be disclosed upon Contract Award. They shall be the main point of contact throughout the duration of the Contract.

15.2 An evaluation programme board has been established comprising of policy officials and analysts from across Customer. The group will meet across the course of the evaluation at the Customer's offices to provide advice on interim and draft final outputs.

15.3 Papers for steering group must be provided at least 5 working days before each meeting.

Project Management:

15.4 Arrangements for quality assurance shall be set out including how draft outputs for this Contract will be checked prior to submission. Details of any existing quality systems and quality accreditations must also be provided.

15.5 Attendances at Contract Review meetings shall be at the Successful Supplier's own expense.

16. LOCATION

16.1 The Customer is located at Greater Minster House, London SW1P 4DR. It is expected that Contract Review meetings, presentations and workshops relating to the overarching evaluation will be held at these offices or hosted remotely by the Customer using Microsoft Teams.

16.2 The Supplier will also be required to meet with local area stakeholders. These meetings may be in person, or on video-conferencing, subject to ongoing covid-19 context.

ANNEX B

Supplier Proposal
(submitted 08/09/2020, an extract of which can be viewed below, including Bid clarifications and responses)

REDACTED

Part 2: Contract Terms

Contract Terms v6.0