

## DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Part 1: Letter of Appointment



#### Letter of Appointment

This letter of Appointment dated 20<sup>th</sup> December 2021 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:	TRAS0065
From:	Department for Transport (DfT) ("Customer")
To:	National Centre for Social Research ("Supplier")
Effective Date:	Monday 10 <sup>th</sup> January 2021
Expiry Date:	End date of Initial Period Friday 10 <sup>th</sup> January 2025 End date of Maximum Extension Period Friday 10 <sup>th</sup> January 2026 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:	Customer: <b>REDACTED</b>

	Supplier: <b>REDACTED</b>
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Contract Charges (including any applicable discount(s), but excluding VAT):	<b>REDACTED</b>
Insurance Requirements	Insurance (Clause 19 of Contract Terms)
Liability Requirements	<b>Suppliers limitation of Liability</b> (Clause <b>Error! Reference source not found.</b> of the (Contract Terms
Customer billing address for invoicing:	Invoices MUST state a relevant Purchase Order Number and be sent to:  DfT Shared Services Centre 5 Sandringham Park Swansea SA7 0EA

GDPR	Schedule 7 Processing, Personal Data and Data Subjects
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#### 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: **REDACTED**

Name and Title: **REDACTED**

Signature: **REDACTED**

Signature: **REDACTED**

Date: **REDACTED**

Date: **REDACTED**

## **ANNEX A**

### **Customer Project Specification**

## **Statement of Requirements**

### **Provision of Evidence Reviews**

DfT Procurement Reference: TRAS0065

#### **1. PURPOSE**

- 1.1 The Department for Transport (DfT) wishes to commission a contract for the provision of evidence reviews.
- 1.2 The aim of this contract is to provide DfT's Social & Behavioural Research (SBR) team with an efficient, high quality and value-for-money route for commissioning evidence reviews.
- 1.3 The contract will be structured as a call-off contract with specific pieces of work agreed as they are required. The contract will be valid until 3<sup>rd</sup> January 2025 or until its maximum monetary value is exhausted (whichever is sooner).
- 1.4 The contract will replace an existing call-off contract for the provision of evidence reviews that expires in December 2021.
- 1.5 The successful supplier must be able to demonstrate that they have sufficient expertise and resource to deliver this work, and that they are able to be flexible.
- 1.6 To ensure that the reviews commissioned against this call-off contract take account of and contribute meaningfully to the evidence-base, subject matter expertise may be required at key stages – specifically, during the scoping of projects and oversight of the final reports. If the supplier does not have access to relevant 'in-house' subject matter expertise, the Department is able to facilitate access to external experts (e.g. academics and transport practitioners) on a project-by-project basis. However, the supplier will need to organise payment of those experts via funding provided to them from this call-off contract.
- 1.7 This contract will not restrict the Department to commissioning work of this nature via this contract only.

#### **2. BACKGROUND TO THE CONTRACTING aUTHORITY**

- 2.1 The Department for Transport (DfT) is the government department responsible for the English transport network and a limited number of transport matters in Scotland, Wales and Northern Ireland which are not devolved.

- 2.2 The Department has six key objectives as set out in its [Single Department Plan 2019](#) (please note, these objectives are currently being updated and are due to be published in 2021):
  - 2.2.1 support the creation of a stronger, cleaner, more productive economy
  - 2.2.2 help to connect people and places, balancing investment across the country
  - 2.2.3 make journeys easier, modern and reliable
  - 2.2.4 make sure transport is safe, secure and sustainable
  - 2.2.5 prepare the transport system for technological progress and a prosperous future outside the EU
  - 2.2.6 promote a culture of efficiency and productivity in everything we do
- 2.3 The department "creates the strategic framework" for transport services, which are delivered through a wide range of public and private sector bodies including its own executive agencies.
3. **Background to requirement/OVERVIEW of requirement**
  - 3.1 In contributing to policy development, the Department's priorities, and SBR's activities, it is often helpful to identify and appraise existing research to provide an overview of the evidence-base relating to a particular issue.
  - 3.2 While motivations for commissioning reviews may vary, SBR will often seek to commission these reviews for the following reasons, which should be borne in mind by prospective suppliers when tendering for this work:
    - 3.2.1 Background information is needed on a policy issue: this ensures that no areas of interest are overlooked in our research, and that all relevant issues are considered from the outset.
    - 3.2.2 To avoid spending money unnecessarily, for example where existing findings can tell us all we need to know about a subject.
    - 3.2.3 To understand where the evidence agrees and where it doesn't: are the same questions and concerns being consistently raised about a particular policy issue? Are there any key differences? Identifying what is missing, or where the sites of disagreement are, may give us a direction for further research.
    - 3.2.4 When developing new tools for primary research: e.g. guiding the content of survey questions, topic guides.
    - 3.2.5 To ensure that our understanding of the evidence base is up-to-date: to ensure we are aware of the latest developments in a policy or subject area so that we are able to give the best advice and guidance.
  - 3.3 The scale and depth of reviews will vary, but all reviews will require sound judgements on the reliability and quality of the evidence assessed.
  - 3.4 This contract requires a provider with a range and depth of experience and knowledge relevant to the work. The core team would ideally include information specialists as well as

subject-matter specialists with an understanding of the transport sector and issues relating to the Department's priorities (e.g. transport behaviour and attitudes, decarbonisation, future transport technologies and services, behaviour change, economic growth). If the supplier does not have access to relevant 'in-house' subject matter expertise, the Department is able to facilitate access to external experts (e.g. academics and transport practitioners) on a project-by-project basis. However, the supplier will need to organise payment of those experts via funding provided to them from this call-off contract.

- 3.5 Given the potential short turn-around time between commissioning and delivering work under this contract the supplier will need to have sufficient experience and resilience within their team to be able to adequately resource projects.

#### 4. definitions

Expression or Acronym	Definition
DfT	Department for Transport
SBR	Social and Behavioural Research

#### 5. scope of requirement

- 5.1 It is critically important that the Department is able to access high-quality, robust and insightful evidence reviews in short timeframes. The scale and type of these reviews may vary, but each is likely to be characterised as one of the following:

##### Narrative literature reviews

- 5.2 An overview, or summary, of the main pieces of evidence available on a particular topic, including:
- 5.2.1 conclusions on where there are cases of conflicting findings or inconsistencies in the evidence;
  - 5.2.2 an assessment of the quality, and therefore the 'weight' that can be given to individual findings; and
  - 5.2.3 any gaps in the knowledge or evidence around the topic.

##### Systematic reviews

- 5.3 These reviews extend narrative literature reviews to provide a complete, unbiased picture of the available evidence. This is achieved by:
- 5.3.1 conducting a systematic, exhaustive and rigorous search of all the existing evidence available on a topic (including unpublished 'grey' literature gathered, for example, through interviews with experts);
  - 5.3.2 as part of the search process, meticulously identifying and examining all relevant sources, including journals, textbooks, conference proceedings as well as electronic searches of the internet and various databases; and

- 5.3.3 applying a structured approach and consistent and detailed criteria for appraising the quality of each piece of evidence included.

#### Rapid evidence assessments

- 5.4 These assessments are similar to systematic reviews in approach; however as they are conducted within a significantly shorter timetable, they:
  - 5.4.1 aim to be rigorous and explicit in method, and thus systematic; but
  - 5.4.2 make concessions to the breadth or depth of the process by limiting particular aspects of the systematic review process.
- 5.5 In order to compare bids between potential providers for this contract, you are required to submit full proposals, including a breakdown of tasks by staff grade, for how you will go about conducting a rapid evidence assessment (see section 5.2 of Attachment 2 – How to Bid Including Evaluation Criteria).

### **6. The requirement**

- 6.1 Once established via a competitive tender, it is expected that this contract will be fulfilled through the following process:
  - 6.1.1 Requests will be co-ordinated by the DfT Contract Manager on behalf of the DfT Project Manager.
  - 6.1.2 Individual projects will be commissioned via a brief, clear specification of requirements, including the type and scope of the review required.
  - 6.1.3 A level of collaboration with the supplier, based on their expertise in conducting these kinds of reviews, would be expected at this stage, in order that a high quality and mutually understood project is specified.
  - 6.1.4 The supplier would have five working days to assess the task and submit a brief, costed proposal in response.
- 6.2 Before commencing work the Department and the supplier will agree:
  - 6.2.1 Context and objectives
  - 6.2.2 Central questions to be answered by the review
  - 6.2.3 The scope of the evidence search including, but not limited to:
    - 6.2.3.1 approximate number of papers to be reviewed in full
    - 6.2.3.2 quality of literature to be included in the search
    - 6.2.3.3 inclusion/exclusion criteria (e.g. country, date, language)
    - 6.2.3.4 initial search terms

- 6.2.4 Outputs required, including length, structure and format. DfT will have ownership of any results and intellectual property associated with the outputs from the support contract.
- 6.2.5 Expertise required, including whether subject-matter experts are expected to be consulted
- 6.2.6 Project team responsible for delivering the work
- 6.2.7 Work plan including key milestones and opportunities for DfT input
- 6.2.8 Quality criteria, including whether quality assurance/peer review is required
- 6.2.9 Likely and maximum cost for the work
- 6.2.10 A review of any anticipated risks and their mitigation measures
- 6.2.11 DfT's intent to publish the findings
- 6.3 DfT colleagues may wish to input into the design of the review and input into its approach.
- 6.4 DfT expect all reports to be written to publishable standard. Please note the decision about whether to publish work delivered under this contract will be made on a project-by-project basis and at the Department's discretion. It will likely depend on the nature and scope of the individual project.
- 6.5 On some more complex reviews DfT may require more than three drafts before a report is finalised. However usually three drafts would be the maximum.
- 7. key milestones**
- 7.1 The contract will run until 3<sup>rd</sup> January 2025 with precise activities agreed on an ongoing basis, or until the maximum value of the contract is exhausted (whichever is sooner). To assist with resource planning, the Contract Manager will be in regular contact with the supplier, by whatever means and timetable agreed to be mutually beneficial.
- 7.2 A break point will exist in the contract at 12 months after it is let. This will allow the Department to terminate the contract at its discretion if deemed necessary. A notice period in alignment with the framework terms and conditions will be given if such a decision is made.
- 7.3 There may be an opportunity to extend the contract for a further 12 months until 2<sup>nd</sup> January 2026, subject to the Department securing financial approval.
- 7.4 The evidence reviews that will be commissioned against this contract are to be confirmed, but each is likely to be characterised as either a narrative review, rapid evidence assessment or systematic review – anticipated indicative times from agreeing a specification to final deliverables are as follows:

Type of review	Indicative time
Narrative	6 weeks
Rapid Evidence Assessment	10 weeks
Systematic	16 weeks

## **8. Management INFORMATION**

- 8.1 To assist with resource planning, the Contract Manager will be in regular contact with the supplier, by whatever means and timetable agreed to be mutually beneficial.
- 8.2 The Authority will appoint a project manager to manage each individual project commissioned within the contract. On some occasions this may be the Contract Manager, on others it will be another member of the team.
- 8.3 The supplier will appoint a main point of contact for each individually commissioned project.
- 8.4 Once a project has been formally commissioned, the main point of contact within the authority, with whom the supplier will liaise for the lifetime of that project will be the Project Manager.
- 8.5 The Authority will require weekly updates on progress by email or phone during times when evidence reviews are being undertaken.

## **9. authority's responsibilities**

- 9.1 N/A.

## **10. volumes**

- 10.1 The exact type and volume of reviews commissioned against this contract are to be decided. We aim to commission projects evenly throughout the three-year contract period.

## **11. continuous improvement**

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 11.2 The Supplier should present new ways of working to the Department during quarterly Contract review meetings.
- 11.3 Changes to the way in which the Services are to be delivered must be brought to the Department's attention and agreed prior to any changes being implemented.

## **12. quality**

- 12.1 Potential Providers will be expected to describe within their proposals how quality assurance will be maintained and highlight quality control processes that will be in place, including between organisations (where potential providers are forming consortia or plan to draw on subject matter expertise from other organisations).
- 12.2 Any work additional to that specified within Attachment 3 – Statement of Requirements must be with the prior written approval of the Department and shall be charged at the daily rates used to arrive at the tendered lump sum prices.



### **13. STAFF AND CUSTOMER SERVICE**

- 13.1 The Department requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Provision of Evidence Reviews Contract in order to consistently deliver a quality service to all Parties.
- 13.2 Potential Provider's staff assigned to the Provision of Evidence Reviews Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 The Potential Provider shall ensure that staff understand the Department's vision and objectives and will provide excellent customer service to the Department throughout the duration of the Contract.
- 13.4 We welcome bids that include input from relevant specialists (e.g. academics and transport practitioners) where that adds real value to the contract.

### **14. service levels and performance**

- 14.1 This will be high-profile, influential work and we will need to have the utmost confidence in its conclusions. Please set out within your proposal in response to the relevant question within Attachment 2 – How to Bid Including Evaluation Criteria, what quality assurance will be carried out on the analytical work to ensure accuracy.
- 14.2 Within tender proposals, Potential Providers should set out their quality assurance plans for the work they undertake, describing both how their processes will ensure work requires the minimum of comment and re-drafting and how it will be reviewed to avoid errors. Given the short timeframes for some projects we will be looking to clearly specify work packages and need to understand how your processes will ensure work is right first time.

### **15. Security requirements**

- 15.1 Bidders must have a data protection policy and this should be detailed in the tender documentation.

### **16. intellectual property rights (ipr)**

- 16.1 The IPR clause within the framework terms and conditions will apply for the entire contract term.
- 16.2 The Authority will own the findings and outputs associated with the contract. The decision to publish the findings and outputs will be made by the Authority.

### **17. payment AND INVOICING**

- 17.1 Payment will be made following satisfactory delivery of pre-agreed products and deliverables.
- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The invoiced value of each project must not exceed the maximum cost as set out in the proposal, and would not normally be expected to exceed the estimated cost.
- 17.3 Invoices MUST state a relevant Purchase Order Number and be sent to:

## 18. additional information

- 18.1 DfT is committed to promoting high ethical standards in the conduct of the social research it funds and commissions. We expect Potential Providers to conduct research to appropriate ethical standards, such as those outlined in the Government Social Research Unit Professional Guidance 'Ethical Assurance for Social Research in Government' (<https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>). Potential providers should address any identified ethical sensitivities or risks in their application, as well as any others they consider might arise.

## 19. Location

- 19.1 The location of the Services will be carried out at the Supplier's premises.

## 20. BUDGET

- 20.1 The maximum total contract value of this three-year contract term is **£900,000.00** excl. VAT (**£300,000.00** excl. VAT per year). This is a ceiling budget - the evidence reviews that will be commissioned against this contract are to be confirmed, and exact numbers are not guaranteed at this stage.
- 20.2 To help you cost your proposals, please note that the Authority anticipates that a Rapid Evidence Assessment will be priced at approx. £40,000 excl. VAT, a Systematic Review at approx. £85,000 excl. VAT and a Narrative Review at approx. £20,000 excl. VAT. The Authority welcomes competitive bid proposals for this requirement within (or as close as possible to) these guidelines.

## 21. Sustainability and social value

- 21.1 The Client has a responsibility to act and to support nature, the environment and its vital contributions to biodiversity. The Agent is required to act in various sustainable manners in the delivery of the Contract, particularly in terms of eliminating waste, reducing travel and minimising energy consumption. The Agent must comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.
- 21.2 This must include compliance with the Modern Slavery Act 2015 and the Climate Change Act 2008.
- 21.3 The Agent must consider their "carbon footprint" in allocating and deploying resources to undertake this contractual requirement.

## **22. ANNEX A: Example specification - SYSTEMATIC REVIEW OF TRAVEL-RELATED BUSINESS PRACTICES**

Annex A details a project which the Department has commissioned, so that you are able to get a sense of the types of projects we carry out. You are not expected to respond to this – it is for your information only.

**NB: THIS OUTLINE IS FOR INFORMATION ONLY, YOU ARE NOT EXPECTED TO RESPOND**

### **Background**

The Department wishes to undertake an examination of existing evidence on the determinants of businesses decisions and behaviour regarding travel-related activities. These activities or ‘business practices’ could include:

- commuting: i.e. employer travel to and from their workplace,
- business travel: i.e. employer travel to conduct the organisation’s business
- procurement, use of freight, deliveries of goods and services: i.e. transporting goods and services through the supply chain
- corporate vehicles: i.e. selling, purchasing, leasing and use
- site location, including decision-making criteria for relocation

Particular attention should be paid to the drivers and barriers to the adoption of sustainable (i.e. green / environmentally-friendly) practices.

### **Objectives**

- To produce a systematic review of the evidence base relating to travel-related business practices
- To identify and prioritise the factors which influence decisions regarding travel-related behaviour
- To understand drivers and barriers to the adoption of sustainable travel-related business practice
- To examine the relationship (actual and perceived) between sustainability and business efficacy, profitability and cost efficiency.
- To identify and prioritise evidence gaps relating to each of the above

To support this aim, the research should consider and account for the influence of the following criteria:

- Different types of organisations within the business population (e.g. private, public and third/voluntary sector organisations).
- Firmographics (i.e. size, sector, turnover etc.)

- Psychographic (e.g. organisational culture, attitudes, values etc.)
- Organisational circumstances / strategy (e.g. stage in business life cycle; growth vs. consolidation / retention)

## Research questions

This section outlines a set of key questions in order to give tenderers a sense of the scope of the evidence base review. Upon commissioning the tenderer will be expected to work with DfT to define the final research questions. This includes delivering a workshop with policy stakeholders to identify and agree priorities.

- What factors (e.g. legal, regulatory, financial, social, cultural, demographic, technical, logistical, structural, physical, geographical etc) appear to determine business practices?
  - *How do these factors and their relative importance vary between different businesses (e.g. depending on their different firmographics, psychographics and/or circumstances)?*
  - *What is the role and impact of Government intervention (including legislation /regulation, incentives, infrastructure provision) on travel-related business practices?*
- What factors are associated with the relative and/or absolute sustainability of businesses particularly in terms of resource use, carbon emissions, travel-related practices and impact on air quality?
  - *How do these factors themselves, and their relative importance, vary between different types of businesses?*
  - *What, if any, tensions/conflicts and/or parallels are there between sustainable practices and businesses' other objectives?*
  - *How does the wider business context (e.g. influence of customers, employees, parent companies, professional networks etc.) impact on sustainable behaviour?*
  - *Where do travel and transport fit into the discourse around sustainability?*
  - *Which aspects of travel and transport are considered when thinking about sustainable practices? Which are overlooked?*
- What relationship exists between businesses' awareness, understanding and/or cultures/attitudes to environmental issues and the sustainability of their practices? (in general and with relation to travel)?
  - *What drives the adoption of sustainable business practices?*
  - *What barriers or obstacles prevent sustainable practice?*
  - *Where do economic considerations fit in?*
  - *What role does monitoring energy consumption (energy use and/or spend) have on sustainable practice?*
  - *Is there evidence of any gap (or gaps) between attitude and practice?*
  - *If so, what factors (e.g. characteristics or circumstances) seem to be associated with such gap(s)?*

We intend that this research is a desk study, which considers systematically the issues concerned, and carries out, as appropriate, a systematic review of the evidence. It is likely that much of the evidence for this review will not be readily available in the public domain, and will need to be obtained from relevant businesses/organisations. The tender should include details of appropriate data sources and their strategy for accessing unpublished data in their proposal.

## Outputs

The report's length should not exceed 50 pages in total (excluding Appendixes). A draft of the report must be submitted to the DfT Project Manager in advance of the final version being agreed. The structure of the report should be agreed with the DfT Project Manager in advance of drafting. Other expected deliverables include:

1. A **Workshop** with the DfT project team to define the scope of the project and research priorities
2. **Weekly Progress Reports**: submitted via e-mail update the DfT Project Manager about progress to date and next steps.
3. **Interim report**: summary of project progress and any key early findings, along with recommendations on how to move forward.
4. **Presentation of early findings**: The presentation of early findings should be delivered prior to the completion of the final report.
5. **Stand-alone executive summary**: A 4-page stand-alone (electronic) executive summary of the final report for non-expert DfT policy leads.
6. **Presentation of the final results**: presentation of the final results to the project board. Should outline key findings, evidence gaps and implications for policy and communications.
7. **Searchable database** of literature covered included in the review (MS Access or Excel).

All presentations will take place in DfT's offices in Central London

## Indicative timings (example given as if commissioned as part of this contract)

Step	Date (2022)
Specification agreed	Early-February
Project initiation meeting	Early-February
<b>Initial scoping workshop</b>	Mid-February

Interim report / presentation on initial review of the evidence	Mid-June
<b>Presentation of early findings</b>	Mid-June
<b>Final presentation – based on full review of existing evidence and outlining evidence gaps and policy implications</b>	Mid-September
<b>Draft report</b>	End-September
<b>Final report</b>	End-October

**ANNEX B**  
**Supplier Proposal**

**REDACTED**