

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

**Part 1: Letter of Appointment**

Dear Sirs and Madams,

This letter of Appointment dated 17/02/2020, 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:	CCZZ19A62
From:	Ministry of Housing, Communities, and Local Government ("Customer")
To:	Adroit Economics Ltd. ("Supplier")

Effective Date:	24 <sup>th</sup> February 2020
Expiry Date:	End date of Initial Period: 18 <sup>th</sup> May 2020 End date of Maximum Extension Period: 29 <sup>th</sup> June 2020 Minimum written notice to Supplier in respect of extension: 30 days

Services required:	Set out in Section 2 (Mandatory Service Requirements) of Part A - Specification of the RM6018 DPS Agreement and refined by the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and the Price Schedule and Rate Card attached at Annex C
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Key Individuals:	<u>For the Customer:</u> <b>REDACTED</b>  <u>For the Supplier:</u>
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	<b>REDACTED</b>
Guarantor(s)	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	The total contract value shall be £68,087.50, excluding the extension option and excluding VAT.
Insurance Requirements	As per RM6018 Contract Terms
Liability Requirements	As per RM6018 Contract Terms
Customer billing address for invoicing:	Invoices should be submitted to: <b>REDACTED</b> and emailed to: <b>REDACTED</b>  Before payment can be considered, each invoice must include a detailed breakdown of work completed and the associated costs.  Payment milestones shall be agreed with the Supplier based on the schedule of work proposed.

GDPR	See Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects)
Alternative and/or additional provisions:	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:  
Customer:**

Name and Title: **REDACTED**

Signature: **REDACTED**

Date: **REDACTED**

**For and on behalf of the**

Name and Title: **REDACTED**

Signature: **REDACTED**

Date: **REDACTED**

## ANNEX A

### Customer Project Specification

#### 1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

REDACTED

#### SCOPE OF REQUIREMENT

1.1 The objectives of this research are to:

- 1) Develop a prioritisation framework for review of test standards by the Standards Committee.
- 2) Identify standards **listed** in Approved Documents A, B, C, D, J and 7 which should be the focus of the Standards Committee. <sup>1</sup>
- 3) Identify any standards **not listed** in Approved Documents A, B, C, D, J and 7 which should be considered by the Committee.
- 4) Identify harmonised technical specifications that are cited in the Official Journal of the European Union to meet the requirements of Regulation (EU) 305/2011 (Construction Products Regulation) which should be the focus of the Standards Committee.
- 5) Conduct a **gap analysis of the current system**, identify the challenges faced by the construction industry and the development of new product standards for those products that would benefit from having a standard.

1.2 As such, the Customer is interested in showing how standards are identified and particular attention shall be focused on how the successful bidder shall develop their prioritisation framework. The Customer expects bidders to be clear about how they shall develop their framework. The framework might include:

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<sup>1</sup> <https://www.gov.uk/government/collections/approved-documents>

- Test standards that are most important to fire safety in buildings, including current testing and associated classification methodologies that are used in the conformity assessment of construction products (for example CE marking).
- The estimate of uncertainty and the level of confidence in the test result and classification assigned.
- The examination of the evidence base for limit values and decision criteria, for example why is  $xJ/g$  the threshold for deeming a material to be flammable.
- The extent to which test standard and classification are dependent on information supplied by the manufacturer/test sponsor.
- The development of new construction products standards to address the challenges industry faces for example Modern Methods of Construction (MMC).
- The level of influence the Committee may have in advising change across the different systems of standards. (i.e. harmonised versus non-harmonised standards).

1.3 In doing so, this research shall inform future considerations of the Standards Committee, helping to shape the agenda in this important area.

## 2. THE REQUIREMENT

2.1 The Customer shall require a series of outputs that directly address the research objectives outlined in sections 4.1 to 4.2.

2.2 The Supplier should provide a detailed, in-depth final report for the Customer to consider, which clearly sets out a certain number of standards the Committee should consider first. The Customer asks that the Supplier advise on what would be required to review a standard in their framework. In combination with the final report, the Customer expects a presentation to be delivered in person at **REDACTED** by at least two senior members of staff from the successful Supplier.

2.3 The Customer also requires an interim report which shall provide an update on progress and indicative findings.

## 2.4 THE RESEARCH

2.5 After the Customer has awarded the contract, the Supplier shall be required to present their proposed methodology and detailed timetable for undertaking the work. The Customer expect the work to include desk-based research as well as some stakeholder engagement with experts in the field.

2.6 The Customer shall work with the Supplier to identify technical experts and academics to be interviewed as part of the process. However, the Customer expects the Supplier to provide a list of stakeholders as part of their bid.

- 2.7 The Customer envisages that the study shall involve desk-based research elements and structured interviews with stakeholders, but is equally keen to explore alternative approaches.
- 2.8 The Customer expects the Supplier to conduct a thorough review of standards listed in the approved documents identified, and present a clear and coherent rationale using a prioritisation framework for identifying standards that should be the focus of the Committee.
- 2.9 The study should also include an analysis of standards which are not listed in the approved documents but which in the Supplier's view would demonstrate material improvement to the outcome of product and safety performance. The Customer expects the Supplier to identify these standards using the same prioritisation framework, setting out a clear rationale why they should be included.
- 2.10 The final report shall present the research obtained during the collection and assessment stages of the requirement. It shall show how this has been used to inform any conclusions. The report shall offer views on standards which should be considered by the Standards Committee and present a clear rationale based on the prioritisation framework.
- 2.11 The Supplier shall be required to store the underlying data collected as part of the research. This dataset shall remain at all times, the property of the Customer and must not be re-used in any way without the express permission of the Customer. Once the research exercise has concluded, all data shall be given to the Customer, in a format to be agreed (such as an excel spreadsheet) to allow for on-going analysis to support further policy development.

### **3. KEY MILESTONES AND DELIVERABLES**

**REDACTED**

### **4. MANAGEMENT INFORMATION/REPORTING**

- 4.1 The Supplier shall be required to provide all outputs in plain English, and for these to be quality assured and proof read by the Supplier before submission to the Customer. Reporting is to be delivered in a format agreed by the Customer.
- 4.2 The Customer shall require fortnightly progress reports throughout the project, and these may be in written form or conducted through teleconference and confirmed via email as necessary.
- 4.3 The contract shall conclude following the submission of the final report to the Customer, provided it meets the required scope and is of the expected quality.

## **5. CONTINUOUS IMPROVEMENT**

- 5.1 The Supplier should, where practical, identify and present new ways of providing the services to the Customer during fortnightly progress report meetings.
- 5.2 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.

## **6. QUALITY**

- 6.1 The Supplier shall be required to provide all outputs, including the final report, in plain English and to a high standard of quality (i.e. well-presented, quality assured, and proof read by the Supplier before submission to the Customer). Reporting is to be delivered in a format agreed by the Customer. Where applicable, the quality of products shall be reviewed as part of the regular progress updates
- 6.2 In considering tenders, the Customer shall pay considerable attention to tenderers internal project management arrangements and to the quality plan and monitoring arrangements that they propose.

## **7. STAFF AND CUSTOMER SERVICE**

- 7.1 The Supplier shall provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service.
- 7.2 The Supplier's staff assigned to the contract shall have the relevant qualifications and experience to deliver the contract to the required standard. This shall include a detailed understanding of; fire safety and engineering, the standard setting processes, Construction Products Regulation and Approved Documents.
- 7.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and shall provide excellent Customer service to the Customer throughout the duration of the contract.

## **8. SERVICE LEVELS AND PERFORMANCE**

- 8.1 The Customer shall measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Communication	Brief progress reports by email against agreed work milestones circulated by the Supplier no later than one working day before progress meetings. Regular discussions via telephone as required.	100%
2	Project management	All action points from progress meetings circulated and agreed within two working days of meeting.	100%
3	Evidence base	Robustness of evidence base: thoroughness of desk based review.	100%
4	Reporting outputs	Draft interim and final reports to be submitted to the Customer by the agreed deadline.	100%

8.2 The Customer shall maintain a record of Supplier adherence to the agreed service level and performance timelines. Any non-adherence shall result in performance review meetings between the Customer and the Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans shall also be established here. Performance management shall be in accordance with the terms and conditions set out in the Contract Terms.

8.3 Where the Supplier fails to provide a service improvement plan or fails to deliver the agreed service improvement plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in the Contract Terms.

## 9. SECURITY AND CONFIDENTIALITY REQUIREMENTS

9.1 Any personal data processed as part of the project shall be collected, transferred, recorded, stored, retained and destroyed in accordance with the Data Protection framework and GDPR requirements.

9.2 Following the expiration of the contract the Supplier shall be required to transfer to the Customer all data captured as part of the research project. Any personal data that is not necessary for the Customer to process from this stage shall be destroyed.

9.3 A privacy notice shall be drafted collaboratively between the Supplier and the Customer following the awarding of the contract.

9.4 The successful Supplier shall not be required to undergo security clearance. The majority of the exercise shall be conducted outside of the Customer's premises.

## **10. CONTRACT MANAGEMENT**

- 10.1 The Customer shall require fortnightly progress reports throughout the research project. These may be written or conducted through teleconference and confirmed via email as necessary. Prior notice must be given if the Supplier is unable to provide a scheduled progress report. Should this happen, an update on progress must be given to the Customer as soon as possible after the scheduled date (or as otherwise agreed with the Customer).
- 10.2 Attendance at contract review meetings shall be at the Supplier's own expense.

## **11. LOCATION**

- 11.1 The Supplier shall be required to attend meetings at **REDACTED**, as specified in the requirements above.

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

**Annex C**  
**Price Schedule and Rate Card**  
**REDACTED**