



Crown
Commercial
Service

THE CABINET OFFICE

- AND -

ORC INTERNATIONAL LTD

CONTRACT

FOR

**THE PROVISION OF A MODERN COMMUNICATION
OPERATING MODEL (MCOM) SKILLS SURVEY**

OFFICIAL
ORDER FORM

SUBJECT TO THE CALL-OFF TERMS AND CONDITIONS OF UK SHARED BUSINESS SERVICES
LTD. S3 - PRECEDENT FRAMEWORK AGREEMENT - MR130001
FOR THE PROVISION OF MARKET RESEARCH SERVICES

FROM

| | |
|-----------------|---|
| Authority | The Cabinet Office |
| Service Address | 70 Whitehall, London, SW1A 2AS |
| Invoice Address | Government Communications Service Directorate, 70 Whitehall, London, SW1A 2AS |
| Contact Ref: | CCCO17A47 |
| Order Number | To Be Confirmed |
| Order Date | To Be Confirmed |

TO

| | |
|---|--|
| Provider: | ORC International Ltd |
| For the attention of: E-mail Telephone number | REDACTED TEXT REDACTED TEXT REDACTED TEXT |
| Address | ORC International Ltd 186 City Road, London, EC1V 2NT |

1. SERVICES REQUIREMENTS

(1.1) Services and Deliverables Required:

The Services will be delivered as per the Statement of Requirements (dated 30/10/2017) and the Provider's Response (dated 13/11/2017). Extracts of both documents are below.

STATEMENT OF REQUIREMENTS

DEFINITIONS

| Expression or Acronym | Definition |
|-----------------------|--------------------------------------|
| GCS | The Government Communication Service |

| | |
|------------|---|
| MCOM | Modern Communications Operating Model |
| ALB | Arm's-length body |
| GCS member | Professional government communicators. Civil Servants or Crown Servants working in a communications directorate or embedded in a policy team as specialist communications staff |
| MRS | The Market Research Society |
| CPD | Means Continuing Professional Development |

SCOPE OF REQUIREMENT

Based on learnings from the pilot survey and the first year of the full survey, the scope for 2018 is for the Provider to design and deliver a further improved MCOM and leadership-based Skills Survey.

The survey must go live on Monday 2 April 2018 with analysis and reporting to be completed by 31 May 2017. The Provider must design, host and run the survey then analyse and report the results in various reporting formats to the Authority.

THE REQUIREMENT

The Provider is required to offer professional advice on methodology to improve the quantity and quality of the information gathered and how it can be best reported. The aim will be to increase the participation rate of the Survey during the 2018 year.

Currently, the Skills Survey is an online self-assessment survey with questions in five sections. These sections cover the four MCOM skill areas but separates out 'media and campaigns' skills from digital skills (these are one skill area within MCOM, however the insight is more helpful if split into two for the purposes of the survey). The Survey also includes a leadership section. There are also open text box questions to gather broader feedback and context at selected points throughout the survey. All questions, both qualitative and quantitative must be analysed and reported upon, in:

- the professional report for the Authority;
- along with the professional report for the Authority approx. 60 reports for government organisations (where there are over five responses); and
- approx. 20 group reports for departments and their associated organisations (typically ALBs) combined.

Questionnaire routing will be required to allow open ending probing on the basis of specific answers given at closed questions.

The Provider must ensure that the 2018 survey gives each respondent a unique identifier so that they can access their unique answers and suggested personalised relevant learning in a print friendly and user-friendly presentational format. The Authority's professional development team will be responsible for providing the Provider with details of relevant learning in three categories: read, watch and do.

Embedded links to associated training must be provided to individuals within their personalised report and these links must be marked to make it obvious that they are links to the training/information (e.g. underlined blue bold text or 'Click here for...'). As this report may only be printed out rather than held online, short URL links must also be provided for each link to ensure ease of access to the training materials and courses.

The survey must also have the following features:

Development of the survey

- The survey must have 'start, pause and stop' functionality, with users able to leave the survey and come back to complete it later using their same unique link;
- The survey should be fully accessible on mobile devices for both the survey and personal recommendations in a user friendly way;
- There must be an accurate progress display bar so users can track how far along they are in completing the survey;
- The survey must be fully tested so that disconnects or loss of data is prevented including an auto-save feature after every page of the survey;
- The Authority's intention is not to provide a generic link however this might be required for those Authority members that did not sign up before the cut-off date so that they can still answer all the questions and receive a personalised report to save;
 - (a) that generic link must continue to operate after the survey is closed – i.e. throughout 2018/19, new colleagues can complete the survey, identify their areas of strength against the MCOM model and leadership and receive personalised recommendations, albeit their scores are not counted in the reporting;
- It must be easy and clear, within the survey, how to download the individual personal recommendations report without the need for staff to have to screenshot the web page, save web page content or review a large number of pages; and
- It must be ensured that it is possible to edit survey content while the survey is live.

Authority Management

- The Provider must ensure there is a clear allocation of time in the project milestones to gather feedback from the Authority on draft and interim reports and to implement, review and have changes signed off by the Authority.
- The Provider shall be responsible for the schedule and revisions to the Survey, and must send updated versions to the Authority's team by email regularly throughout the project. A shared google document is also an acceptable format for this;
- The Provider shall be available to present as a minimum twice, and up to a maximum of five times within a 12 month period and following reporting, to attend meetings as required with the Authority's team and to circulate summarised agreed actions and next steps following meetings;
- It is expected that the Provider shall be available across Central London locations to discuss reports face to face, sometimes at short notice;

Reporting

- The Provider shall provide a full Authority profession-wide report (circa 100 pages maximum) in PDF format. The Provider shall also provide an executive summary of headline findings and trends (circa 10 pages maximum) in MS Word or PPT format, to include visuals to showcase the key findings;
- The Provider shall share detailed responses for groups where requested by the Authority (circa 20);

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- It is required that the Provider produce reports of the results for the profession as a whole including cross tabulation analysis while protecting anonymity. These reports will need to be presented in PowerPoint and include infographics. The Authority is happy to be advised on the most effective means of illustrating the findings;
- The Provider must send ALL information gathered via the survey, lists, data and reports via email to the Authority's team;
- The Provider must ensure reporting is quality assured before being sent to the Authority's team, with thought given to the audience reading the reports rather than presenting the information in a data presentation only format. This should comprise interpretation of the data, drawing out key findings of interest and making them easily understood by non-data experts and senior officials and giving clear, group-specific strategic recommendations in each report;
- Reports will be required for each government department and arm's-length body (approx. 60 reports) for organisations with five or more responses and for groups i.e. combining parent departments with their respective associated organisations (typically arm's-length bodies) (approx. 20 reports).
- A presentation of the findings to the Executive Director of the Authority and his senior leadership team / Directors of Communications will also be expected as one of the 2-5 presentation deliverables.
- Weekly in-person meetings between the Authority and the Provider will be held at 70 Whitehall, London SW1A 2AS to monitor quality and project progress throughout the project. This includes tracking progress and alerting the Authority where there is a potential or possibility for slippage.

Implementation

- The Provider must host the survey securely, analyse the results of the survey and produce reports of the results for the profession as a whole (max 100 pages).
- In the run up to 'go live', first report circulation and initial presentation of findings, the Provider will be expected to liaise more frequently with the Authority.

The Provider must design and test the survey across all central government departments and large arm's-length bodies (approx 40) taking into account the limits of some IT systems. Government departments and arm's-length bodies use a range of internet browsers so testing the survey with these systems will be critical. A month has been allowed in the project timeline for this. The Authority will support the Provider in this by liaising with departments and arm's-length bodies.

It is essential that the Authority can track progress from the 2017 survey (previous data to be supplied by the Authority). Ideally the survey should include questions used in previous years, but the Provider is expected to make recommendations on potential additions/alterations that will not impact the benchmark comparisons needed to provide year on year trends. Questions should include:

- Information about the individual: specialism, part-time/full-time, reporting line, location, grade, gender, sexuality, volume of performance reviews, CPD completed, barriers to development, specialist area, disability, ethnicity, organisation, region and length of service.

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- Questions on each of the MCOM areas: strategic communications planning; internal communications; media, campaigns and digital; and stakeholder engagement. Digital is to be treated separately in questioning, recommendations and reporting. There should be new questions exploring why respondents rate themselves level 1 or 2 (low).
- Questions on leadership exploring the behaviours in the Civil Service Leadership Statement: inspiring, confident and empowering. This will also be the structure for the reporting on leadership.

The Authority's professional development team and key senior communicators from each specialism will provide the 2017 questions. The Provider is expected to work with the Authority in a consultative manner, making recommendations and refining how the questions are written, structured and laid out.

Advice on how to generate maximum participation in the survey will also be required. Support to implement this will be given by the Authority's team and the Directors of Communications in departments and Heads of Communication in arm's-length bodies.

KEY MILESTONES

The survey must go live on 2 April 2018 to coincide with the start of the performance cycle. Reporting must be completed by 31 May 2018. These dates are not negotiable.

The Provider should note the following proposed project milestones that the Authority will measure the quality of delivery against:

| Milestone | Description | Timeframe |
|-----------|--|---------------------------------|
| 1 | Advise on any necessary changes to the methodology. | Within week 1 of Contract Award |
| 2 | To produce a detailed (week by week) project plan for successful delivery of the project | Within week 1 of Contract Award |
| 3 | Design, building and development of survey | Completed by 1 March 2018 |
| 4 | Testing and refinement of survey | Completed by 31 March 2018 |
| 5 | Launch of survey | 2 April 2018 |
| 6 | Managing live survey, its stakeholders including real time reporting | Completed by 20 April 2018 |
| 7 | Analysis and reporting of initial results | Completed by 31 May 2018 |
| 8 | Any further analysis of the results and reporting of the results | Completed by 15 June 2018 |

AUTHORITY'S RESPONSIBILITIES

The Authority will fully comply with the Market Research Society's Code of Conduct throughout the Survey period.

SUSTAINABILITY

The Survey will run on an annual basis. It must be designed and delivered so that results can be tracked over time easily.

QUALITY

The Provider is required to apply Market Research Society (MRS) and industry best practise sharing/holistic benchmarking and improvements as standard in the interests of quality delivery and outputs.

The Provider should adhere to Framework quality standards, as referred to in section B1-3-2 of the Framework Terms and Conditions.

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

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

Where any requests are made by the Authority in addition to the existing arrangement, the Provider is expected to inform the Authority that it is outside of the scope and provide a quote for the work within two working days.

There may also be a rare requirement to arrange weekend or evening work should problems arise. This will be discussed and agreed between the Authority and the Provider and both parties will be expected to resource any urgent needs possibly at short notice and without prior planning. This is anticipated to be only in exceptional circumstances.

STAFF AND CUSTOMER SERVICE

The Authority requires the Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties and must be contactable during business hours (within reason i.e. a response within two hours should staff be in a meeting is acceptable).

The Provider’s staff assigned to the Contract shall have the relevant qualifications, skills, knowledge and experience to deliver the Contract to a high quality standard. They will also be available before, during and after the survey’s completion to ensure the smooth running of the project.

The Provider must review what the Authority is planning and delivering in support of the project and make further recommendations throughout the project on optimisation. This includes where issues arise, assisting the Authority to develop solutions – under these circumstances, the Provider will be expected to think outside of the scope of the project where appropriate.

The Provider shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

SERVICE LEVELS AND PERFORMANCE

The Provider must adhere to the MRS Code of Conduct, Data Protection Legislation and Information Commissioner’s Office regulation to produce high quality outputs to fulfil the corporate objectives, as well as operational business requirements.

The Authority will measure the quality of the Provider’s delivery by:

| KPI/SLA | Service Area | KPI/SLA Description | Target |
|---------|------------------|---|--------|
| #1 | Service Delivery | Adherence to the Key Milestones. | 100% |
| #2 | Service Delivery | Attendance at all progress meetings including: Weekly in-person meetings at 70 Whitehall | 95% |

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| | | GCS Improvement Board meetings Directors of Communications meetings, Ad hoc meetings to present on methodology, presentation, findings and progress where required by the Authority. | |
| #3 | Service Delivery | A written status update on each stage of the project to be provided weekly in line with the project plan agreed at milestone 2. | 98% |

Where the Authority identifies poor performance against the agreed KPIs, the Provider shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 10 working days from the date of notification at the Authority's premises.

The Provider shall be required to provide a full incident report which describes the issues and identifies the causes. The Provider will also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.

The Authority agrees to work with the Provider to resolve service failure issues. However, it will remain the Provider's sole responsibility to resolve any service failure issues.

Where the Provider fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in Appendix C - Terms and Conditions.

The Provider must be aware that project dates (e.g. launch on 2 April 2018) are immovable and cannot be delayed, brought forward or otherwise changed. Should poor Provider performance jeopardise the successful and punctual launch of the survey, the Authority reserves the right to withdraw from the contract and seek a new provider, and to transfer all complete work on the survey to that new provider to continue to completion. The Authority would seek all remedies available to it under section B2 of the Appendix C – Terms and Conditions.

Alterations to the project plan agreed at milestone 2 will not be deemed as failure to meet the SLA where the changes are made with the agreement of the Authority.

In the event that this Contract is terminated due to poor performance the Provider will provide all work in progress, materials and confidential information to the Authority. The Provider will not be permitted to hold or use any of the data collated under the Contract. This exit strategy must be implemented in a timely manner by both the Provider and the Authority.

SECURITY REQUIREMENTS

All survey data – including respondents' data – must be hosted securely by the Provider, as it is confidential.

Encrypted and secure data sharing arrangements must be in place and satisfy Contract requirements, Data Processor Agreements, data protection and Information Commissioner's Office regulation.

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The Provider will be expected to adhere to data security and protection regulation and requirements. This shall include data security legislation such as the Data Protection Act, along with any relevant security procedures under the Market Research Society's Codes of Conduct.

The Authority (the data controller) works with sensitive personal information. Where appropriate and proportionate, and within data protection regulation, data will be securely shared with the Provider (the data processor) over an encrypted connection to facilitate research. Data processing agreements and privacy policies must govern this activity. Please refer to section 3.8 of the UKSBS Framework RM1086.

The Provider shall not disclose the personal data to a third party in any circumstances other than at the specific written request of the Authority.

The Provider is NOT permitted to sub-contract any of the processing, nor transfer the personal data to any third party, without explicit written agreement from the Authority. The Provider warrants that it has in place appropriate data processor agreements with the authorised sub-processors, and that the Provider will assure the authorised sub-processors comply with the terms of this Agreement, in line with the Security Policy Framework > <https://www.gov.uk/government/publications/security-policy-framework>.

INTELLECTUAL PROPERTY RIGHTS (IPR)

The Provider shall assign to the Authority, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Provider which are not assigned under this section, the Provider shall grant to the Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose, as per section B8 of the Framework Terms and Conditions.

PAYMENT

Payment will be split into two equal payments of 50%. 50% will be paid by the Authority to the Provider once the launch phase is completed and the survey goes live on 2 April 2018. The remaining 50% will be paid to the Provider once the reporting stage is completed on 15 June 2018. This payment plan will remain the same for any extension period the Authority may invoke.

At each point of payment, the Provider will issue the Authority with an invoice covering each completed stage of the project to that point in time. The Authority will then issue a purchase order for this invoice, and pay the invoice by BACS.

Invoices should be addressed to Government Communication Service Directorate, Cabinet Office, 70 Whitehall, London SW1A 2AS. If the Provider has a query regarding an outstanding payment, they should contact Alicia Matheson either by an email to alicia.matheson@cabinetoffice.gov.uk or by telephone 0207 276 2182; or if Alicia is not available contact Katie Williamson-Walsh either by email to katie.williamson-walsh@cabinetoffice.gov.uk or by telephone 0207 276 2295.

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.

REDACTED TEXT

(1.2) Commencement Date: 11th December 2017

(1.3) Price Payable by Authority

As per the Supplier's proposal of: 13/11/2017

For the avoidance of doubt the budget available for each twelve (12) month period shall be £50,000.00, for a total of £100,000.00 over the full potential life of the Contract. The Rates and Costs of the Contract shall be as below;

REDACTED IMAGE

REDACTED IMAGE

(1.4) Completion Date: 11th December 2018 (11th December 2019 if the Authority chooses to invoke the Contract Extension period).

2 ADDITIONAL REQUIREMENTS

(2.1) Supplemental Requirements in addition to Call-Off Terms and Conditions:

Non Applicable

(2.2) Variations to Call-Off Terms and Conditions

Not Applicable

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(3.1) Key Personnel of the Provider to be involved in the Services:

REDACTED TEXT

REDACTED TEXT

(3.2) Performance Standards

As per section 1.1 – “Service levels and Performance”

(3.3) Location(s) at which the Services are to be provided:

The location of the Services will be carried out at the Provider's premises – the Services will be carried out digitally. All in-person meetings or discussions on the carrying out of the Services will be conducted at Cabinet Office, 70 Whitehall, London SW1A 2AS and in some cases at the Provider's London premises.

(3.4) Quality Standards

The supplier is required to perform the services in accordance with the MRS Code of Conduct.

The supplier will adhere to Framework quality standards, as referred to in section B1-3-2 of the Framework Agreement.

(3.5) Contract Monitoring Arrangements

As per section 1.1

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information: -

- The Provider’s pricing model and points of Contact; and
- Any of the Authority’s sensitive or commercial information that is shared with the Provider – this will include survey responses and previous survey data but shall not be limited to this.

(4.2) Information shall be deemed Commercially Sensitive Information or Confidential Information for 7 years.

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Authority to provide the Service specified in this Order Form together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form. Incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Provider and UK SBS and any subsequent signed variations to the terms and conditions.

For and on behalf of the Provider: -

| | |
|----------------|----------------------|
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | |

For and on behalf of the Authority-

| | |
|----------------|----------------------|
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | |
| | |