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Crown
Commercial
Service

Department for Transport

And

TNS UK LTD

CONTRACT

For

The Provision of Social Research on English Public Transport

Reference:CCZZ17A28

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

**ORDER FORM
Framework Agreement**

FROM

| | |
|--|--|
| Customer | Department for Transport |
| Service Address | Redacted |
| Invoice Address and Payment Information | <p>The project will be paid in arrears via instalments after each presentation i.e. twice annually for three years.</p> <p>Before payment can be considered the Provider must provide an invoice showing a detailed elemental breakdown of work completed and associated costs.</p> <p>Invoices MUST state a relevant Purchase Order Number and be sent to: Redacted</p> |
| Contact Ref: | Name: Redacted |
| Contract Value | <p>The call off Contract is capped at £430,000.00. Spend on this contract cannot exceed this amount however this level of spend is not guaranteed. The Customer reserves the right to only pay for services rendered.</p> <p>The contract value is inclusive of the entire contract length including the extension option.</p> |
| Contract Duration | <p>The Contract will commence on 16th October 2017 and end after the completion of Wave 6 in November 2020.</p> <p>The contract term is three (3) Years with a break clause at the end of each year and an option to extend for a further 12 months. (3+1).</p> <p>The Customer will retain the right to break the contract at any time with sufficient warning, in line with framework Terms and Conditions. The Customer will, however, recover any irrevocable costs already incurred.</p> <p>A month before the yearly break point the Customer will have to actively confirm that it wishes to proceed with the contract. The Customer will also review the project to consider how costs might be reduced e.g. reduce the number of questions asked or the sample size.</p> |
| Order Number | To be quoted on all correspondence relating to this order: TBC |
| Order Date | TBC |

TO

| | |
|--|------------|
| Provider: | TNS UK LTD |
| For the attention of: E-mail Telephone number | Redacted |
| Address | Redacted |

1. SERVICES REQUIREMENTS

(1.1) Services and deliverables required:

The Customer requires the Provider to:

Deliver quantitative evidence on the English public's transport related attitudes and behaviours, using a regular existing survey that can provide results representative of adults living in England.

The aim of the work is to track public attitudes and behaviours which are relevant to the Customer's key policy areas. It is essential to gauge relevant public attitudes and behaviour to ensure that the transport system works for the travelling public. Robust evidence is required to support decision making.

The Customer requires research that

- Comes from regular quantitative omnibus survey representative of adults living in England.
- Can measure change over time
- Can be used to analyse differences between population subgroups
- Has a short turnaround time between fieldwork and results being available

The Customer requires qualitative research to inform question design, followed by cognitive testing and / or piloting of the questions before the survey commences.

The Customer requires each wave to be run every six months over the course of three years starting in November 2017 and ending in November 2020.

The Customer requires raw data files and data tables to be sent no more than three weeks after each fieldwork period has ended and a presentation to be sent no more than six weeks after each fieldwork period has ended (also delivered face-to-face subsequently to this).

The Customer requires approximately 40 questions per wave, with some remaining constant across waves whilst others vary. Most of the questions have yet to be developed, the Customer will require the Provider to have input on these, the Customer will provide the broad topic areas on which the questions are to be developed.

The questions will have a maximum of ten pre-coded categories for respondents to select with minimum open ended questions. Included in the total number of questions required are the approximately 15 questions required to sort survey respondents into the Transport Choices Segmentation, these questions have already been developed and do not require further development.

The Customer requires a typical survey to have the following mix of questions for a 40 question survey:

- 15 Questions for the Transport Choices Segmentation
- 25 Fixed questions which would alternate with another set of 25 fixed questions wave to wave

The Customer requires subgroup analysis and require the following groups to be identifiable in the survey: age (by ten year group), gender, socio-economic status (National Statistics- Socioeconomic Classification or equivalent), region (at least Government Office Region, ideally more precise), residential area type (eg. Rural, Small Town, Large town/city, Major metropolitan area).

The Customer may also want to robustly analyse results by two dimensions such as age and gender e.g. males under 30, therefore the Customer requires an appropriate sample size for this to be possible 3,500 per wave.

The Customer requires results to be presented for each of the Transport Choices segments.

The Customer will provide a dedicated point of contact for the Provider and will provide final approval of the questionnaire, stimulus materials, data outputs and presentation. The Customer will also assist in the development of the questionnaire and will provide a brief for the presentation.

No more than three weeks after each wave the Customer requires the full data file used for analysis, saved in a non-proprietary format (eg. comma separated values). The data must be clearly labelled and accompanied by appropriate meta-data. At the same time the Customer will require data tables to be sent in Excel format.

The analysis must comply with the principles of reproducible research. The entire analytical process must be coded so that the report's final results can be reproduced from the data file without additional work. This code must be supplied with the results of each wave. The code must be clearly annotated so that it can be understood by an informed but unfamiliar analyst. The exact format for this datafile will be specified by the Customer at the beginning of the project.

No more than six weeks after each wave the Customer requires a PowerPoint deck to be sent, with a subsequent face-to-face presentation of the findings to be delivered after feedback from the Customer.

The Providers Response:

As per the Providers Proposal on 27th September 2017

This is a call off contract and any recommendations or proposals within the Provider's response will only be actioned following agreement with the Customer.

Redacted

(1.2) Commencement date: 16th October 2017

(1.3) Price payable by the Customer

This is a call off agreement and volumes cannot be guaranteed

The Contract value is capped at £430,000.00 inclusive of the extension options.

The Customer reserves the right not to spend the entire budget

No guarantee or representation has been, or shall be deemed to have been made by the Customer in respect of the total quantity or value of the Services, which the Customer may order for the duration of this agreement.

The Customer reserves the right to only pay for pre agreed services.

(1.4) Completion date:

The final wave will end in November 2020.

The Customer reserves the right to extend for a further twelve (12) months.

2 ADDITIONAL REQUIREMENTS

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

Intellectual Property Rights (IPR)

The IPR clause within the Framework terms and conditions will apply for the entire contract term including any extensions.

The Customer will own the findings and any questions developed for the survey. The decision to publish either the findings or the questions will be made by the Customer.

(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 [and deliverables]:

Redacted

(3.2) Performance standards

The Customer will measure the quality of the Providers delivery by:

| KPI/SLA | Service Area | KPI/SLA description | Target |
|---------|--------------|---------------------|--------|
|---------|--------------|---------------------|--------|

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|---|------------------------------|---|------|
| 1 | Raw data/data table delivery | These must be delivered no more than three weeks after the end of fieldwork, with appropriate quality assurance procedures in place | 100% |
| 2 | Presentation delivery | This must be delivered no more than six weeks after the end of fieldwork, with appropriate quality assurance procedures in place | 100% |
| 3 | Project management | Weekly project updates provided to the Customer, with any issues anticipated, and dealt with, early | 100% |

For each breach of KPIs 1, 2, and 3 the Customer will be due service credits equal to the number of days delay caused. This will be broken down as follows:

$$\frac{\text{Annual value of the contract X Number of days delay caused}}{365 \text{ (days in a year)}}$$

Where the Provider has breached the Service Level Agreement more than three (3) times in a period of four (4) weeks, the Customer reserves the right to terminate the contract without financial penalty or notice.

Where the Customer identifies poor performance against the KPIs 1 - 3, the Provider will be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification at the Customer's premises.

The Provider must 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 Customer 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 Customer 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 is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Provider. The Provider must deal with any issues relating to any sub-contractors or other agents working on behalf of the Provider, this however does not exclude sub-contractors or other agents working on behalf of the Provider from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.

If any sub-contractors or other agents working on behalf of the Provider are found unsuitable, for whatever reason, the Provider is to engage with the relevant sub-contractors or other agents to broker a resolution.

If the Customer decides to terminate the contract early due to poor performance then the Customer will require the Provider to conduct a handover with the Customer in order for the project to be passed on to the new Provider. The Provider must also provide the Customer with all survey results to date and the Provider will be required to dispense with all survey results held on their internal systems.

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

The Services will be provided at the Provider's premises with regular meetings at the Customer's offices.

(3.4) Quality standards

The contract must comply with the UK Statistics Authority Code of Practice (<https://www.statisticsauthority.gov.uk/osr/code-of-practice/>)

(3.5) Contract monitoring arrangements

The Provider must identify one named point of contact through whom all enquiries can be filtered.

The Customer requires weekly updates on progress by email or phone during times when there are regular activities happening on the project e.g. qualitative question development, fieldwork etc.

The Provider confirms that they will attend quarterly contract review meetings at the Customer. The Provider also confirms that they will bring any proposed changes to the way the project is delivered to the Customer's attention, and that any such changes will be agreed prior to implementation.

4. CONFIDENTIAL INFORMATION

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

Not applicable

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BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Customer 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 on 24.02.2014 and any subsequent signed variations to the terms and conditions.

For and on behalf of the Provider

| | |
|----------------|--|
| Name and Title | |
| Signature | |
| Date | |

For and on behalf of the Customer

| | |
|----------------|--|
| Name and Title | |
| Signature | |
| Date | |
| | |