

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

REDACTED INFORMATION

Dear Sirs

Letter of Appointment

This letter of Appointment dated Friday 26 June 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:	TBC
From:	The National Infrastructure Commission ("Customer") REDACTED INFORMATION
To:	Britain Thinks ("Supplier") REDACTED INFORMATION

Effective Date:	Monday 29 June 2020
Expiry Date:	End date of Initial Period Wednesday 28 October 2020. There is no extension period to this Contract.

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;
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Key Individuals:	<p>For the Customer REDACTED INFORMATION</p> <p>For the Supplier REDACTED INFORMATION</p>
[Guarantor(s)]	Not Applicable (N/A)

Contract Charges (including any applicable discount(s), but excluding VAT):	As per Schedule 6 - Annex 1 – Contract Charges of RM6018 Terms and Conditions. All roles and Rates will remain firm for the duration of the Contract
Insurance Requirements	There are no additional Insurance Requirements. The terms of the RM6018 DPS Agreement will apply.
Liability Requirements	Supplier’s limitation of Liability as per Clause 18 of RM6018 Terms and Conditions.
Customer billing address for invoicing:	Accounts Payable, NIC, REDACTED INFORMATION

GDPR	As per Contract Terms Schedule 7 Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable (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:**

For and on behalf of the

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

PURPOSE

The National Infrastructure Commission, the “Authority”, has a requirement for the design and delivery of quantitative polling, to support the Authority’s rail needs assessment. The polling will explore which features of new rail projects that members of the public prioritise, including:

Understanding what might encourage people to use the train;

Whether that varies between larger and smaller places;

What makes stations accessible; and

The types of journey that are most important, such as commutes, local, regional, and national travel.

There is an option to expand this requirement to increase the rigour and/or the effectiveness of the research. Should the Authority take up the optional qualitative research, it will follow the quantitative research, which may be used to explore public attitudes to specific proposed schemes.

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

On 21 February 2020 the government announced its intention to draw up an Integrated Rail Plan for the Midlands and the north by December 2020. To support the development of the Integrated Rail Plan, the government asked the National Infrastructure Commission to undertake an assessment of the rail needs of the Midlands and the north.

On 25 March the Authority published a call for evidence¹ seeking stakeholder views to feed into the assessment. It particularly focussed on how best rail investments can deliver connectivity – faster and more direct place-to-place travel – and capacity – the potential for more trains to run where they are needed, particularly on crowded commuter routes.

A core part of the Authority’s role is to engage with users of infrastructure when developing its policy recommendations. This research will explore the public’s priorities for future rail investment, focusing particularly on what passengers, and potential passengers, value about the railways and which factors might encourage railway use. The research will take the form of an online poll, potentially to be followed up with online or offline focus groups to further explore findings and to consider specific investment options.

Terms of Reference: ¹ <https://www.nic.org.uk/publications/rail-needs-assessment-hs2-call-for-evidence/v>

This poll will be designed, set up, delivered and analysed by a Supplier with experience of representative polling. The Authority has no in-house expertise in this method, though it will support the supplier in designing the survey to meet its priorities.

The findings from this research will contribute to the Authority's evidence base for its rail needs assessment, which will inform the Government's proposed integrated rail plan. The Authority commits to publishing the findings from this research alongside its rail needs assessment.

DEFINITIONS

Expression or Acronym	Definition
The Authority	Means; National Infrastructure Commission: this includes the Commissioners and the Secretariat.
Rail needs assessment	Means; The Authority's report which will feed into the government's integrated rail plan.

SCOPE OF REQUIREMENT

The scope of the requirement is to appoint a suitably experienced Supplier to carry out quantitative social research followed by qualitative research if required. The Authority reserves the right not to take up on qualitative if this element is not required following the survey.

Suppliers are required to provide pricing for the design and delivery of a representative survey. In particular, the project aims to build on the Authority's understanding around public priorities for future rail investment in the north and Midlands as described in Section 3 - Background to the Requirement above.

The Authority invites suppliers to bid for the following quantitative research:

Project plan/Inception/scoping meeting with follow up email.

Design and delivery of a representative survey in summer 2020 in the form of an online poll.

Analysis of the findings from the survey to include conclusions that should inform the Authority's rail needs assessment.

A final report that should be submitted no later than the end of August 2020 in the form of one (1) report in a PDF format, summarising the key findings of the survey.

The Authority requires pricing for qualitative research which, if taken up by the Authority will follow the quantitative research and could include but not be limited deliberative workshops, interviews, and/or focus groups.

The following element is out of scope for this requirement:

Recommendations based on the research undertaken

The aim of the survey is to help the Authority understand public priorities to inform options for the sequencing of new rail investments in the north and Midlands, and their integration with existing infrastructure. The wider study will consider how HS2 phase 2b² can be integrated with other planned investments, including the Midlands Engine³ and Northern Powerhouse Rail⁴.

Suppliers should read the full Terms of Reference to understand the broader context for this requirement and inform their response.

The requirement

The Supplier is responsible for the development of a project plan and timetable, to meet the needs of the Authority (indicative timescales are set out in Section 7. Key Milestones and Deliverables, below).

Topics in scope for the survey include:

Exploring what the public want from railway services;

What might encourage use of the railways;

Whether this differs between smaller and larger places;

The degree to which passengers are prepared to tolerate shorter term disruption to enable long term improvements;

The attributes that stations need in order to be regarded as accessible (e.g. car parking, regular bus service, not more than specified times from journey start point, located in the city centre or in an out of city parkway);

The types of journeys regarded as important (e.g. commutes, local, regional and national travel); and;

What qualities and services a train should have to be regarded as 'acceptable'.

Questions for the survey will be agreed with the Authority. The survey will cover a representative sample of the population of the midlands and the north of England split between regular rail users and irregular/non-rail users. The exact segmenting of the survey and survey design will be agreed with the authority at the project inception stage.

The Authority is primarily interested in obtaining an understanding of potentially differing views among:

Existing rail users, including groups with a range of different levels of use and the wider public, who might be encouraged to use new services.

² <https://www.gov.uk/government/collections/hs2-phase-2b-crewe-to-manchester-and-the-west-midlands-to-leeds>

³ <https://www.midlandsconnect.uk/publications/midlands-engine-rail-summary/>

⁴ <https://transportforthenorth.com/northern-powerhouse-rail/>

The views of urban residents and residents of smaller towns and rural areas, including rail users and potential rail users.

The Supplier is not expected to lead on the topics for the survey, though they will provide expert advice on the survey's structure and the wording of its questions. The supplier will lead on survey sampling, but will work with the Authority to determine the appropriate segmentation of types of rail user and non-rail users within the sample.

Inception/Scoping meeting

At the start of the project the Authority will hold an inception/scoping meeting with the Supplier, with a follow up email to be provided – which clarifies:

The approach to be taken to the research, along with a plan setting out key milestones and dates for regular updates, deliverables, risks and how these will be managed etc. This will be agreed, before proceeding to design and survey set up.

At the Inception meeting the Authority and the Supplier will agree on a timeline for deciding on optional services which are not part of the core requirement, as set out in 6.18.

Throughout the research the Supplier will work closely with the Authority, including through regular meetings, either via video conference or in person, and other communication. Meeting timings and venues will be mutually agreed at least one week in advance. The Supplier is required to respond to any query from the Authority by email within forty eight (48) hours of sending.

Design and delivery of a representative survey

The Supplier will design, organise, deliver and analyse a ten (10) minute survey in summer 2020, to a minimum of two thousand (2,000) person representative sample on the topic of priorities for future rail investment described above.

Please note for the purposes of evaluation, pricing will be based on two thousand (2000) participants. As part of this Contract however, this is a minimum number of participants and as part of their bid submission, Suppliers are required to detail how the survey sample will be recruited to be representative.

The population to be sampled will be taken from the Midlands and the north of England. The minimum requirements expected of the Supplier are listed below.

Designing the survey will include advising on the most effective format in consultation with the Authority. Relevant factors are likely to include:

The size of segments within the survey to be representative of subpopulations (e.g. regular rail users, occasional rail users, potential rail users)

The size of segments within the survey to track any regional differences in opinion (e.g. East Midlands, West Midlands, North West, North East; and urban, suburban and rural).

The geographical scope of the survey

The number and wording of survey questions

Methods for collecting and presenting the survey conclusions

The Supplier will organise and deliver the survey.

Analysis of the findings from the survey

Following the survey, the Supplier will be required to analyse the results identify conclusions and present in a report as detailed below.

A final report

The Supplier will provide one (1) report with their findings and conclusions. This will describe the quantitative survey results. The report should be branded in the Supplier's name and provided to the Authority via email in a PDF format which the Authority can publish on its website and use as an input to future work as desired. The report must not contain recommendations as the Authority will determine how to incorporate social research findings into its conclusions. There is no set word length or page count for the report. The Supplier will also provide any underlying detail not suitable for the report to the Authority, subject to any restrictions regarding participant confidentiality. The report will be internally peer reviewed for quality assurance purposes.

Please note the process for communication of draft reports between the Supplier and the Authority will be discussed at the inception meeting. Following comments on draft reports from the Authority, the Supplier will make minor amendments to drafts of the final report within 1 week and major amendments within 2 weeks.

Optional Qualitative Research

The Optional qualitative Research will include but not be limited to deliberative workshops, interviews, and/or focus groups.

If required, qualitative research will follow the survey which may extend its understanding of the rationale underpinning public priorities and welcomes proposals for these as optional additions to the core requirement.

Qualitative methodologies may be conducted online or offline, depending on government guidance relating to the Covid-19 pandemic.

Suppliers will overcome any specific challenges in obtaining a representative sample of the public through recruitment of offline or online focus groups, if and

how online focus groups can be conducted, and whether and how they would differ from offline focus groups.

The Authority sees this as an optional means to improve the effectiveness or value for money of the main survey, rather than a core requirement of the exercise. If required any qualitative research will be conducted within the contract term and be incorporated in the final report to be submitted to the Authority by the end of August 2020.

For any optional qualitative research the supplier is expected to lead on identifying locations and booking venues, preparing the stimulus materials in accessible formats, planning the agenda, facilitation, and capturing and recording findings.

All costs will included in and funded from the overall contract cost, including but not limited to:

Travel, subsistence, accommodation, compensation and other associated expenses for contractors and secondary suppliers, as required.

Payments to secondary suppliers for participant recruitment, or other services.

Room/venue costs (although most meetings during the process are expected to be held at the offices of the Authority or the Supplier).

Any additional costs associated with analysing the survey and producing the final report.

The Contracting Authority's overall budget (Maximum Contract Value) is specified below. The Contracting Authority reserves the right to have no minimum spend for the overall contract term. Further, the Contracting Authority reserves the right not to spend all of the budget allocated to the Contract.

The Authority will decide the final maximum contract value based on its assessment of which Supplier and option offer the best value for money in achieving the project's objectives. The final maximum value of the contract will be confirmed with the successful Supplier.

key milestones and Deliverables

The following Contract milestones/deliverables shall apply:

REDACTED INFORMATION

MANAGEMENT INFORMATION/REPORTING

The Authority will work with the Supplier to put in place weekly meetings between project leads to track progress, resource needs and contract spend to date.

VOLUMES

N/A.

CONTINUOUS IMPROVEMENT

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

The Supplier should present new ways of working to the Authority during weekly update meetings/phone calls.

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

SUSTAINABILITY

There are no sustainability considerations applicable to this requirement, beyond those already expressed in the Terms and Conditions Document.

QUALITY

The final report and related materials will be of publishable standard in order to be published on the Authority's website without any editing.

All facts, figures and analysis, must be correctly sourced, appraised and referenced and subject to internal peer review.

All assumptions that feed into a piece of analysis, as well any risks and limitations related to the results of the analysis should be recorded and shared with the Authority. The Authority's Project Manager will communicate regularly with the Supplier to ensure they are consulted on all assumptions and important decisions.

The Authority will be looking to use the data and analysis to inform its report and recommendations to Government. Therefore, it is critical that the project runs to time, with all assumptions and caveats clearly highlighted.

The Authority will also seek views from expert external stakeholders, which may include members of the Authority's analytical and technical panels, on the work and findings of this research. Any advice or comments will be fed back to the Supplier via the Authority.

The final report will be published in the Supplier's name, which allows for transparency and a reputational risk for the Supplier, if the analysis is not of high quality.

PRICE

The maximum budget for the full requirement is £55,000.00 (exc. VAT) including optional qualitative research and bids received over this budget will be deemed non-compliant.

STAFF AND CUSTOMER SERVICE

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

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

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

REDACTED INFORMATION

The Supplier's performance will be monitored and assessed through weekly project update meetings with the Authority's Project Manager, who will review progress against the agreed project timeline and through review of deliverables.

The Supplier must have an internal peer review process.

Where the Authority identifies poor performance against the agreed SLA's, the Supplier shall 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 Authority's premises.

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

SECURITY AND CONFIDENTIALITY REQUIREMENTS

The Supplier will acknowledge and protect all sensitive and confidential information its employees have access to during the contract period.

Suppliers will demonstrate compliance with the General Data Protection Regulations, and with the technical requirements prescribed by the cyber essentials scheme (<https://www.cyberessentials.ncsc.gov.uk/requirements-for-it-infrastructure>), to prevent confidential and sensitive material being made available in the public domain.

PAYMENT AND INVOICING

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.

Invoices should be submitted to: REDACTED INFORMATION

CONTRACT MANAGEMENT

Attendance at weekly project update meetings shall be at the Supplier's own expense.

INTELLECTUAL PROPERTY RIGHTS (IPR)

All analysis (including any calculations, main assumptions and model descriptions) used to generate the outputs should be provided to the Authority for future use. This analysis will be the property of the Authority. The Supplier must not disclose the report (either in part or in full) to any third parties prior to publication by the Authority, unless the Authority gives express consent to do so.

LOCATION

The location of the Services will be carried out at the offices of the Supplier, or virtually for the duration of the Covid-19 lockdown.

However, meetings will need to take place with the National Infrastructure Commission at the Supplier's offices, or at the Authority's offices at:

REDACTED INFORMATION

Any Travel and Subsistence incurred in the operation of the Contract shall be at the Supplier's own expense.

ANNEX B
Supplier Proposal
REDACTED INFORMATION

ANNEX C- BritainThinks Cyber Essentials Plus Certificate
(Please see Attached)

Part 2: Contract Terms

REDACTED INFORMATION