

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Letter of Appointment

This letter of Appointment dated 18/05/2021, 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:	CCZZ21A15
From:	National Infrastructure Commission ("Customer")
To:	PriceWaterhouseCoopers LLP ("Supplier")

Effective Date:	21 st May 2021
Expiry Date:	31 st August 2021 There is no extension period for this Contract.

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Statement of Requirements attached at Annex A and the Supplier's Proposal attached at Annex B
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Key Individuals:	The Contracting Authority; REDACTED - REDACTED The Supplier; REDACTED - REDACTED REDACTED - REDACTED
Guarantor(s)	Not Applicable to this requirement.

Contract Charges (including any applicable discount(s), but excluding VAT):	The total contract value shall be up to a maximum of £100,000.00 excluding VAT. There is no guaranteed spend through this contract and any spend is at the Contracting Authority's discretion.
Insurance Requirements	There are no additional Insurance Requirements. The terms of the RM6018 DPS Agreement will apply.
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms); As per Clause 18 of RM6018 Terms and Conditions.

Customer billing address for invoicing:	Invoices should be submitted to: REDACTED , Accounts Payable, NIC, Rosebery Court, St. Andrew's Business Park, Norwich, NR7 0HS.
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GDPR	Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects).
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	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:

For and on behalf of the Customer:

Name and Title: **REDACTED**

Name and Title: **REDACTED**

Signature: **REDACTED**

Signature: **REDACTED**

Date: 19 May 21

Date: 20 May 21

ANNEX A

Customer Project Specification

1. PURPOSE

- 1.1 The National Infrastructure Commission, the “Authority”, has a requirement for the design and delivery of polling, and potentially supporting focus groups, to support the Commission’s towns study and its baseline report for the second National Infrastructure Assessment.
- 1.2 The polling for the towns study will explore public perceptions on the perceived standard of transport and digital infrastructure in meeting economic and quality of life needs, and priorities for improvement.
- 1.3 The polling to support the baseline assessment for the National Infrastructure Assessment will be a ‘state of the nation’ assessment exploring public attitudes to the quality of infrastructure provision in the UK across six sectors: Transport; energy, digital, water supply, flood management and waste management. This will be similar to the social research conducted to support the baseline report for the first National Infrastructure Assessment.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The National Infrastructure Commission was established in 2015 to provide the government with impartial, expert advice on major long-term infrastructure challenges. Its objectives are to support sustainable economic growth across all regions of the UK, improve competitiveness and improve quality of life.
- 2.2 The Commission’s core responsibilities include:
 - 2.2.1 producing a National Infrastructure Assessment once every five years, setting out the Commission’s assessment of long-term infrastructure needs with recommendations to government on how to meet them.
 - 2.2.2 carrying out in-depth studies into the UK’s most pressing infrastructure challenges, making recommendations to government.
 - 2.2.3 monitoring the government’s progress in delivering infrastructure projects and programmes recommended by the Commission.
- 2.3 In July 2018, the Commission published its first ever National Infrastructure Assessment, setting out a plan of action for the country’s infrastructure over the next 10 to 30 years, making recommendations on transport, energy, water and waste water, flood resilience, digital connectivity and solid waste in addition to other cross-cutting issues (e.g. funding and financing).
- 2.4 The Commission is currently undertaking in-depth studies on greenhouse gas removals technologies and towns and regeneration as well as developing a baseline assessment of infrastructure in the UK to lay the foundations for the second National Infrastructure Assessment.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 This procurement covers two distinct pieces of social research using the same methodology, public polling potentially followed by focus groups to explore the survey results in detail. The first is social research to support the towns study, and the second is social research to support the second baseline assessment of the state of the UK's infrastructure.

TOWNS STUDY

- 3.2 On 3 March 2021 the Chancellor asked the National Infrastructure Commission to conduct a [study exploring how to maximise the benefits of infrastructure policy and investment for towns](#).
- 3.3 A core part of the Commission's role is to engage with users of infrastructure when developing its policy recommendations. This research will explore public perceptions on the perceived standard of transport and digital infrastructure in meeting economic and quality of life needs, and priorities for improvement. Towns in greater London are not in scope. 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.
- 3.4 The findings from this research will contribute to the Commission's evidence base for its towns study, which will advise the government on infrastructure investment for towns. The Commission commits to publishing the findings from this research alongside its final towns study report in the autumn of 2021.

NATIONAL INFRASTRUCTURE ASSESSMENT BASELINE REPORT

- 3.5 The National Infrastructure Commission's [Charter](#) commits it to publishing an assessment of the UK's long term infrastructure needs once every five years. The first [National Infrastructure Assessment](#) was published in July 2018 and set out the long term strategy needed to cost effectively secure the infrastructure the country needed between 2020-2050. The Assessment was supported by a [baseline assessment](#) of the current state of the UK's infrastructure in October 2017. The Commission supported this assessment with [social research](#) exploring public perceptions of the current state of infrastructure provision in the UK across each of the Commission's six infrastructure sectors (transport; energy, digital, water supply, flood management and waste management) and priorities for future investment. The Commission would like to conduct a survey and potentially focus groups to explore changes to public perceptions of infrastructure provision in the last five years, including any changes caused by the Covid-19 pandemic.
- 3.6 The findings from this research will contribute to the Commission's evidence base for its baseline assessment. The Commission commits to publishing the findings from this research alongside its baseline assessment in the autumn of 2021.

- 3.7 It is essential that these polls are designed, set up, delivered and analysed by a Supplier with experience of representative polling. The Commission has no in-house expertise in this method, though it will support the supplier in designing the survey to meet its priorities.

4. DEFINITIONS

Expression or Acronym	Definition
The Commission	means National Infrastructure Commission: this includes the Commissioners and the Secretariat.
Towns study	means the Commission's study into maximising the benefit of infrastructure investment in towns in England.
NIA2 baseline assessment	means the Commission's assessment of the current state of the UK's infrastructure across six sectors (transport; energy, digital, water supply, flood management and waste management) which will inform the second National Infrastructure Assessment.

5. SCOPE OF REQUIREMENT

- 5.1 The scope of the requirement is to appoint a suitably experienced Supplier to design and deliver two representative surveys in Summer 2021, researching public priorities for digital and transport infrastructure investment in towns in England and current perceptions of infrastructure provision across the UK in the six sectors the Commission covers as described in Section 3. Background to the Requirement above. The Supplier would then be required to analyse the findings and draw conclusions that should inform the Commission's towns study and NIA2 baseline assessment. The minimum requirements for a representative survey are specified in Section 6. The Requirement, below.

TOWNS STUDY

- 5.2 Topics in scope for the towns survey include exploring perceptions of existing transport and digital infrastructure services, views on the level of service required to support or improve quality of life and access to economic opportunities in towns in England outside of greater London and the priorities for improvement. Priorities for improvement will include the public's prioritisation of goals, such as greater economic access or enhancements to aspects of quality of life, and prioritisation of specific types of transport and digital infrastructure investment.
- 5.3 The Commission is primarily interested in obtaining an understanding of potentially differing views among:

- 5.3.1 Different sizes of town, using the Office for National Statistics [definition](#) of large (population between 75,000 – 225,000), medium sized (20,000 – 75,000), and small (5,000 – 20,000) towns.
- 5.3.2 Any differences between towns which are city suburbs, satellite towns, and free standing towns
- 5.3.3 Differences in opinion in towns with higher than average wages, median wages, and below average wages.
- 5.3.4 Differences in opinion in towns with different levels of infrastructure provision. The Commission will support in supplying data on levels of transport and broadband connectivity.
- 5.4 The aim of the survey is to help the Commission understand public priorities to inform its report on maximising transport and digital infrastructure investment to support quality of life and economic growth in English towns.
- 5.5 The key output from this exercise should be a report summarising the key findings of the survey.
- 5.6 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 Commission to determine the appropriate segmentation within the sample.

NIA 2 BASELINE SURVEY

- 5.7 Topics in scope for the NIA2 baseline survey include perceptions of the quality of infrastructure provision in the UK across the six sectors outlined in section 3. The survey will also explore which factors the public regard as most important to consider when drawing up the second NIA (e.g. environment, resilience, quality, disruption).
- 5.8 The Commission is primarily interested in obtaining an understanding of potentially differing views among:
 - 5.8.1 Urban, suburban and rural residents. Broken down by ONS area classification
 - 5.8.2 Urban, suburban and rural workers. Broken down by ONS area classification
 - 5.8.3 Residents of different regions of the UK
- 5.9 The aim of the survey is to help the Commission understand public perceptions of infrastructure provision in the UK and views on the future trade-offs that may be required due to changing infrastructure demand between 2025-2055.
- 5.10 The key output from this exercise should be a report summarising the key findings of the survey.
- 5.11 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 Commission to determine the appropriate segmentation within the sample.

6. THE REQUIREMENT

- 6.1 The Supplier will be responsible for the development of a project plan and timetable, to meet the needs of the Commission (indicative timescales are set out in Section 7. Key Milestones and Deliverables, below).
- 6.2 At the start of the project the Commission will hold an inception/scoping meeting with the research Supplier, and a short inception report is to then 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. – for agreement, before proceeding to design and set up the surveys. At this meeting the Commission and the Supplier will also agree on a timeline for deciding on optional services which are not part of the core requirement, as set out in 6.8. Throughout the research the Supplier will work closely with the Commission, including through regular meetings and other communication.
- 6.3 As a minimum, the research Supplier will design, organise, deliver and analyse two 2,000 person representative surveys in summer 2021, on the topics described above. The minimum requirements expected of the Supplier are listed below.
- 6.4 Designing the surveys should include advising on the most effective format in consultation with the Commission. Relevant factors are likely to include:
 - 6.4.1 The size of segments within each survey to be representative of subpopulations (e.g. residents of different types of town).
 - 6.4.2 The size of segments within each survey to track any regional differences in opinion (e.g. south east, south west, east midlands, west midlands, north west, north east, Wales, Scotland; and urban, suburban and rural).
 - 6.4.3 The geographical scope of each survey
 - 6.4.4 The number and wording of survey questions
 - 6.4.5 Methods for collecting and presenting survey conclusions
- 6.5 The research Supplier is also required to organise and deliver each survey. This is expected to include:
 - 6.5.1 Recruiting each survey's participants
 - 6.5.2 Advising on and finalising survey questions
 - 6.5.3 Conducting the surveys with participants.
- 6.6 Following each survey, the research Supplier will be required to analyse the results identify conclusions.
- 6.7 The Supplier will write two reports, one for each survey, with their findings and conclusions. This will describe the quantitative survey results. Each report should be branded in the Supplier's name and provided to the Commission in a digital format which the Commission can publish into the public domain and use as an input to future work as desired. Neither report should contain recommendations as the Commission will determine how to incorporate social

research findings into its conclusions. There is no set word length or page count for the reports. The Supplier will also provide any underlying detail not suitable for the report to the Commission, subject to any restrictions regarding participant confidentiality. Each report should be internally peer reviewed for quality assurance purposes.

- 6.8 The Commission is also interested in the research Supplier going beyond the minimum requirement outlined above, to increase the rigour and/or the effectiveness of the research. The Commission is interested in qualitative focus groups following each survey which may extend its understanding of the rationale underpinning public priorities and welcomes proposals for these as optional additions to the core requirement. These may be conducted online or offline, depending on government guidance relating to the Covid-19 pandemic. Suppliers should indicate how they 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. However, the Commission sees these focus groups as an optional means to improve the effectiveness or value for money of the main surveys, rather than a core requirement of the exercise.
- 6.9 For any optional focus groups the supplier would be 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.
- 6.10 All costs should be included in and funded from the overall contract cost, including but not limited to:
 - 6.10.1 travel, subsistence, accommodation, compensation and other associated expenses for contractors and secondary suppliers, as required.
 - 6.10.2 payments to secondary suppliers for participant recruitment, or other services.
 - 6.10.3 room/venue costs (although most meetings during the process are expected to be held at the offices of the Commission or the Supplier).
 - 6.10.4 any additional costs associated with analysing the survey and producing the final report.
- 6.11 The maximum budget is specified in Section 13. Price below. The Commission will only consider using the maximum budget if the proposal demonstrates excellent value for money, going well beyond the core requirements of the project and achieving the wider objectives discussed above.
- 6.12 Potential Suppliers are therefore requested to propose options for additional online or offline focus groups above the core requirement, indicating what is achievable for different levels of cost within the maximum budget. The focus groups should seek to understand the qualitative reasoning underlying survey results among the segmented demographics for each survey. The Commission 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.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Project inception meeting with the Commission to include draft inception report to be provided, and agreed by the Commission, clarifying the approach to be taken, along with a plan setting out key milestones and dates for deliverables, risks and how these will be managed, etc.	Within 1 week of contract award
2	Inception report submitted to the Commission outlining the methodology, set milestones, deliverables, risks and mitigation.	Within 1 ½ weeks of contract award
3	Confirm survey questions.	Start of June 2021
4	Completion of survey fieldwork	1-14 June 2021
5	Report back on survey findings and agree on focus group objectives if appropriate	15 June 2021
6	Finalise focus group stimulus materials if appropriate.	22 June 2021
7	Focus groups held	30 June 2021
8	Draft final report received	7 July 2021
9	Final materials, including a peer reviewed report incorporating focus group findings, provided to the Commission for sign off.	21 July 2021

8. MANAGEMENT INFORMATION/REPORTING

8.1 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.

9. VOLUMES

9.1 N/A

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during weekly update meetings/phone calls.
- 10.3 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.

11. SUSTAINABILITY

- 11.1 There are no sustainability considerations applicable to this requirement, beyond those already expressed in the Terms and Conditions Document and the below Social Value requirements.
- 11.2 Further to Procurement Policy Note 06/20, the Authority expects that social benefits can be achieved in the delivery of this requirement. In particular, but not limited to, the following:
 - 11.2.1 Action to identify and tackle inequality in employment, skills and pay in the contract workforce.
 - 11.2.2 Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.
 - 11.2.3 Action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.
 - 11.2.4 Action to increase the representation of disabled people in the contract workforce.
 - 11.2.5 Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.
 - 11.2.6 Influence staff, suppliers, customers and communities through the delivery of the contract to support disabled people.

12. QUALITY

- 12.1 **Responsibility:** Responsibility for the quality of outputs sits with the supplier, whether outputs are produced directly by the supplier or whether – if the contract allows – work has been subcontracted to a third party. To reflect this responsibility, any report published will be published in the supplier's name on behalf of the Commission, which provides transparency and accountability.
- 12.2 **Transparency:** Methodology and assumptions used should be communicated clearly and be open to interrogation rather than in a 'black-box'. Analysis should be documented, and documentation made available to the Commission.
- 12.3 **Assumptions & Sources:** All facts, figures and evidence used must be correctly sourced, appraised and referenced and subject to internal peer review.

- 12.4 **Evidence of quality assurance:** The supplier should provide details of how their analysis will be quality assured in a quality assurance plan agreed with the Commission at the project's inception meeting. This plan should include specifying someone, independent of the project, who will take overall responsibility for the supplier's quality assurance. Evidence of the supplier's quality assurance process being followed should be available, including detail of the quality assurance checks undertaken, and the supplier may be expected to present their analysis to the Commission and its relevant experts and answer detailed questions on the analysis and quality assurance undertaken. The supplier should complete a quality assurance log, in a similar form to the Commission's template which will be shared with the supplier.

13. PRICE

- 13.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

- 13.2 **REDACTED**

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 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.

15. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Agreed Approach	An inception report to be provided, and agreed by the Authority, clarifying the approach to be taken, along with a plan setting out key milestones and dates for deliverables, risks and how these will be managed.	Within week 2 of contract award
2	Attendance at weekly updates	The Supplier will attend all weekly meetings. If the Supplier is unable to attend a scheduled meeting they will alert the Authority and reschedule with at least 1 days' notice.	98%
3	Responding to queries	The Supplier will respond to any query from the Authority within 2 working days.	98%
4	Amendments to drafts	Following comments from the Authority, the Supplier will make minor amendments to drafts within 1 week and major amendments within 2 weeks.	98%

15.2 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 deliverable products as set out in paragraph 7.

15.3 All Suppliers must have an internal peer review process included as part of their proposal.

15.4 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.

15.5 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. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

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

16.2 The Supplier will also 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.

17. PAYMENT AND INVOICING

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed certified 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.
- 17.3 Invoices should be submitted to: REDACTED, Accounts Payable, NIC, Rosebery Court, St. Andrew's Business Park, Norwich, NR7 0HS.

18. CONTRACT MANAGEMENT

- 18.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

19. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 19.1 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.

20. LOCATION

- 20.1 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.
- 20.2 However, meetings will need to take place with the National Infrastructure Commission at the Supplier's offices, or at the Commission's offices at Finlaison House, 15-17 Fumival Street, London, EC4A 1AB or at another venue in central London, or virtually, as agreed in advance with the Supplier.
- 20.3 Any Travel and Subsistence incurred in the operation of the Contract shall be at the Supplier's own expense.

ANNEX B

Supplier Proposal

REDACTED

Part 1: Contract Terms



Contract Terms v6.0