

## **Department for Transport – Letter of Appointment & Contract Order Form**

### **Bus Transformation – Contract for Monitoring & Evaluation Research**

Dear Sir

#### **Letter of Appointment**

This letter of Appointment dated 25<sup>th</sup> August 2022, is issued in accordance with the provisions of the DPS Agreement (RM6126), for the provision of Monitoring and Evaluation Research services for the Bus Transformation programme, between the Department for Transport 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 Form**

ORDER REFERENCE:	<b>TLOT0036</b>
THE BUYER:	<b>Department for Transport</b>
BUYER ADDRESS	<b>Great Minister House, 33 Horseferry Lane, London, SW1P 2AA</b>
THE SUPPLIER:	<b>Frontier Economics Ltd</b>
SUPPLIER ADDRESS:	<b>Mid City Place, 71 High Holborn, London, WC1V 6DA</b>
REGISTRATION NUMBER:	<b>03752719</b>
DUNS NUMBER:	<b>237589903</b>

#### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated 25/08/2022. It's issued under the DPS Contract with the reference number RM6126 for the provision of Monitoring and Evaluation Research services for the Bus Transformation programme.

## ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6126
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6126
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Order Schedules for RM6126
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 15 (Order Contract Management)
4. Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility) RM6126

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER START DATE: **30<sup>th</sup> August 2022**

ORDER EXPIRY DATE: **31<sup>st</sup> March 2025**

ORDER INITIAL PERIOD: **2 years and 7 months**

OPTION TO EXTEND: **Up to two further twelve-month periods, subject to securing funding in future Spending Reviews**

## DELIVERABLES

See details in the BUYERS Statement of Requirements –



Attachment 3 -  
Statement of Requirer

Alongside the SUPPLIER'S tender submissions –



## MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is 125% in the first year of the contract

## ORDER CHARGES

The following charging model has been agreed as part of the contract:

- Workstream 1: Scoping and design of an appropriate M&E framework = [REDACTED]
- Workstream 2 & 3 will be managed on a call off basis, reverting to the day rates and roles submitted on the SUPPLIER'S Rate Card – The maximum available budget for Workstream 2 & 3 during the life of the contract (i.e. up to 31/03/2025) [REDACTED]
- Total contract value for Workstreams 1, 2 & 3 = £1,000,000

In accordance with the SUPPLIER'S Price Schedule and Rate Card –



## Price adjustment

- The Contract Price shall, unless otherwise agreed in writing, be unchanged for a period of at least 3 years from the Commencement Date and shall then be subject to review, at one month's notice, by either party giving notice of such review to the other.
- In such review the Contract Price shall change by not more than the percentage change in the current (at the time of writing of the notice of the price review) Office of National Statistics' Consumer Prices Index (CPI) (or other such index specified in the Contract), from the same index 12 months earlier.
- Subsequent variations shall also be subject to one month's notice, as above, provided that each change is at least 12 months from the previous one. No price variation shall be retrospective.
- The Contractor may propose price reductions at any time.

## REIMBURSABLE EXPENSES

**DPS Schedule 6 (Order Form Template and Order Schedules)**

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Recoverable as stated in the DPS Contract

**PAYMENT METHOD**

As per the document 'Attachment 3 - Statement of Requirements' above, Payment & Invoicing (page 20) refers.

A plan which sets out exact payment dates will be agreed between the Customer and Supplier at the mobilisation meeting.

**BUYER'S INVOICE ADDRESS:**

SSa.invoice@sharedservicesarvato.co.uk

or:

DfT Shared Services Arvato

Accounts Payable Team

5 Sandringham Park

Swansea Vale

Swansea

SA7 0EA

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Great Minster House, 33 Horseferry Road, London, SW1P 4DR

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Mid City Place, 71 High Holborn, London, WC1V 6DA

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

Mid City Place, 71 High Holborn, London, WC1V 6DA

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month – TBC at the Contract Mobilisation meeting

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter – TBC at the Contract Mobilisation meeting

**KEY STAFF**

[REDACTED]

**KEY SUBCONTRACTOR**

[REDACTED]

**COMMERCIALLY SENSITIVE INFORMATION**

[REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Director	Role:	Commercial Relationship Manager
Date:	25/08/2022	Date:	26 <sup>th</sup> August 2022