

## DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Part 1: Letter of Appointment

Attention: REDACTED

Dear Sirs,

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier dated 16<sup>th</sup> February 2018.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CCZZ18A56
From:	Ministry of Housing, Communities & Local Government ("Customer")
To:	LSE Enterprise Limited ("Supplier")
Effective Date:	04 <sup>th</sup> March 2019
Expiry Date:	03 <sup>rd</sup> September 2019
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. The Contract Charges for the duration of this Contract are outlined in Annex C- Contract Charges.
Key Individuals:	REDACTED

Contract Charges (including any applicable discount(s), but excluding VAT):	£146775.00
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Customer billing address for invoicing:	REDACTED
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REDACTED

## ANNEX A

### Statement of Requirements:

#### 1. PURPOSE

- 1.1. The Ministry of Housing, Communities and Local Government (MHCLG) requires to commission research for the design, conducting, analysing and reporting for costs and market conditions of temporary accommodations across a one-off crosssectional survey of local authorities in England.
- 1.2. The Ministry of Housing, Communities and Local Government May be referred to as The Authority hereafter.

#### 2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1. The Authority is a ministerial department which aims to create great places to live and work and to give more power to local people to shape what happens in their area. One of its key responsibilities is supporting strong communities with excellent public services.
- 2.2. The responsible team sits within the Homelessness and Troubled Families (Analysis & Data) Directorate. The team is responsible for ensuring a robust contribution to the Government's ambition of reducing the number of households within Temporary Accommodation.

#### 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1. Local authorities have a statutory duty to provide accommodation for homeless households that have been defined as being in priority need and unintentionally homeless and are obliged to secure temporary accommodation for that household as an interim measure whilst a longer-term alternative becomes available. The cost of this Temporary Accommodation (TA) places a large burden on Local Authorities (LAs). The statutory providers of the duty. The total cost of TA is approximately £1bn, not accounting for the administration costs, most of which LAs reclaim from Department for Work and Pensions (DWP) in Housing Benefit.
- 3.2. Research, by Julie Rugg, was published in 2016 on Temporary Accommodation in London. This research describes the policy and market context for the provision of temporary accommodation in London, and boroughs' difficulties in securing accommodation to house homeless households. The study found the likely cost of temporary accommodation across London in 2014/15 was close to £663m. The level of expenditure met by London boroughs specifically from their own General Funds can be estimated at just over one quarter of that cost, or £170m. This research provides valuable insight into the London market and overall to London LAs Therefore, our understanding of cost of TA is limited to London.
- 3.3. This research project represents an important opportunity to assess the cost of the different types of Temporary Accommodation provision, market conditions, and to understand how this varies geographically, specifically by region.

#### 4. DEFINITIONS

Expression or Acronym	Definition
TA	Means; Temporary Accommodation
VFM	Means; Value for Money

LA	Means; Local Authority
FHSG	Means; Flexible Homelessness Support Grant
DwP	Means; Department for work and Pensions
MHCLG	Means; Ministry for Housing Communities and Local Government (The Authority)
H-CLIC	Means; The Homelessness Case Level Information Collection

## 5. SCOPE OF REQUIREMENT

5.1. The scope of this requirement extends to:

5.1.1. The provision of an Audit for the costs and market conditions of temporary accommodations within various local authorities' remits.

- The sample of local authorities shall cover all of the regions within England and include a full range of temporary accommodation costs.

5.1.2. The provision of output reports and presentations as outlined in Section 6 – The Requirement.

5.2. The scope of this requirement does not extend to:

5.2.1. Provision of Audits, Reports, or Presentations covering regions other than those in England.

## 6. THE REQUIREMENT

6.1. The Supplier shall be required to design, conduct, analyse data from, and report on a one-off survey of a sample of local authorities in England.

6.1.1. The sample of LAs shall capture all regions within England and a full range of TA costs.

6.1.2. The questionnaire produced by the Supplier as part of this requirement must aim to assess the scale of regional TA costs and to identify variation within regions, for consideration when interpreting interview responses. The questionnaire shall contain a mix of open and closed questions.

- These questionnaire shall include specific questions that cover the topics set out at section 6.3, although the questionnaire shall particularly focus on the cost associated with the provision of each category of TA.

6.2. The Supplier shall conduct follow up interviews with a sub-section of the surveyed LAs, which reflects the same cross section required for the survey.

6.2.1. It shall be the responsibility of the Supplier to determine the methodology used for the follow up interviews.

6.2.2. The interviews shall include the topics listed at section 6.3.

- 6.2.3. Questions on the TA cost breakdowns shall validate the interim questionnaire reports and ensure comparisons can be made against each LA within the regions across England.
  - 6.2.4. The Authority places high importance on the interview element of the research, given the complexity of the data required and the need to ensure both homelessness advisers and finance officers can validate the outputs.
- 6.3. The Supplier shall use the LA engagement to cover the following topics:
- 6.3.1. The gross and net cost, per household, associated with the provision of each category of TA (as set out in Section 8.5 of Annex A - H-CLIC specification).
    - This shall include an assessment of housing benefit costs and administration costs as well as any other incomes/costs LAs identify to be associated with TA.
    - Outputs shall be at a regional level.
  - 6.3.2. Market conditions for TA provision; including a qualitative assessment of trends in cost of TA provision and the drivers for this.
    - This topic is only to be included in interviews.
  - 6.3.3. The profile of TA providers, including working arrangements between TA providers and local authorities, and how these vary by each category of TA (as set out in Section 8.5 of Annex A - H-CLIC specification).
    - This topic is only to be included in interviews.
  - 6.3.4. How demand is forecasted at the local authority level.
    - This topic is only to be included in interviews.
  - 6.3.5. A review of Revenue Outturn data on temporary accommodation and recommendations for improving the data, guidance and definitions. This includes an assessment of how LAs interpret and fill in the form and identifying where there are (if any) discrepancies in how the form is filled in. For example, how the Flexible Homelessness Support Grant is reported.
- 6.4. The Supplier shall use the list of topics to develop both the survey questionnaire and follow up interview questions, considering how best to maximise engagement and quality of returns.
- 6.4.1. The questions shall be refined through liaising with the Authority's officials and piloting with a small number of local authority contacts;
  - 6.4.2. The Authority wishes to maximise response rates, so timely and tailored follow-up is required from the Supplier;
  - 6.4.3. The Supplier shall outline their proposed strategies for maximizing response rates in their bids.
- 6.5. The Authority envisages that outputs shall include:
- 6.5.1. An interim report summarising initial findings and face-to-face meeting to discuss progress (i.e. response rates so far and any issues that have arisen);
  - 6.5.2. Written final reports: with national level and regional findings (to be MHCLG-branded and published on the Authority website. It will be the responsibility to provide the branding to the Supplier.);
  - 6.5.3. A PowerPoint-based presentation of the final report to the Authority and

interested partners, shall take place at the Authority’s office, as per row 9 of the table in Section 7 – Key Milestones and Deliverables;

6.5.4. A cleaned database of survey data with an accompanying technical note.

6.6. The Authority will shortly be informing local authorities that the survey will be taking place and will request a named contact in each area. A list of the contacts shall be provided to the Supplier during the initial Inception meeting within week 1 of Contract Award. The Authority’s Homelessness Advice and Support Team shall be able to provide support in maximising response rates through their relationships with LAs

## 7. KEY MILESTONES AND DELIVERABLES

7.1. The following Contract milestones/deliverables shall apply:

<b>Milestone/ Deliverable</b>	<b>Description</b>	<b>Timeframe or Delivery Date</b>
1	Introductory meeting with the Authority.	Within week 1 of contract award
2	Develop, pilot and finalise questionnaire.	April 26 2016
3	Send out questionnaire to all local authorities, follow-up with non-responders.	Week of 16 or 23 Apr 2019
4	Share Interim findings with the Authority	Early June 2019
5	Conduct follow up interviews.	June-July 2019
6	Analyse data and write up findings.	June - Mid August 2019
7	Submission of the final report of national and case study local authority’s findings.	End of August - Beginning Sept
8	Finalise the report.	September 2019
9	Presentation of findings to the Authority.	End-Sept 2019

## 8. MANAGEMENT INFORMATION/REPORTING

8.1. The Supplier shall provide all outputs in Microsoft Word, in plain English, and for these to be quality assured and proof read prior to submission to the Authority.

8.1.1. These shall be supplied electronically.

8.2. The Authority shall require weekly progress reports throughout the project, with regular updates of a risk register, these shall be in written form or conducted through teleconference and confirmed via email if necessary.

8.2.1. The risk register shall be provided in Microsoft Word or Excel Format.

8.3. The Supplier shall provide:

8.3.1. A draft report, analysing and summarising the initial findings after the field research is complete;

8.3.2. A final report, building on the draft report and providing a more detailed analysis of the LA engagement;

8.3.3. A presentation of the draft report to the project board, which shall be held in 2 Marsham Street, London.

## **9. VOLUMES**

9.1. Please refer to Section 6 – The Requirement.

## **10. CONTINUOUS IMPROVEMENT**

10.1. The Supplier shall work to continually improve the way in which the required Services shall be delivered throughout the Contract duration.

10.2. The Supplier shall present new ways of working to the Authority during monthly Contract review meetings either at the Authority's site or via teleconference (To be decided prior to each meeting).

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

## **11. SUSTAINABILITY**

11.1. Not Applicable.

## **12. QUALITY**

12.1. Quality shall comply with those terms set out in this Tender Pack and in line with the Terms and Conditions of RM6018: Research Marketplace Dynamic Purchasing System.

## **13. PRICE**

13.1. The Supplier shall provide a capped cost price for this work. The maximum allocated budget for the contract is £147,779.17 excl. VAT. Bids submitted which are above this value will not be considered.

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

13.2.1. Prices should not appear anywhere else in the bid documentation.

13.3. All prices must remain valid for a period of thirty (30) days following the bid submission deadline

13.4. Suppliers are also requested to provide a letter headed quotation.

## **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	Research	The Supplier will ensure all analysis, including papers, evaluation tools, reports and guidance is presented to a high standard as set out in the Quality criteria detailed in Section 6 and 12.  All outputs will be quality assured and proof read by the Supplier before submission to the Authority.	100%
2	Service Delivery	The supplier must adhere to timescales of the key milestones as set out in section 7 of this document.	100%
3	Project Management	The Supplier must maintain and update project plans for all strands of the evaluation. Project plans should be monitored regularly, updated weekly and shared with The Authority on a weekly basis.  The Supplier must provide key points of contact to the Authority for the daily running of the evaluation.	90%
4	Risk management	The supplier must update the risk register and mitigating strategies every 2 weeks. The supplier is responsible for managing and mitigating risks owned by the Supplier before they escalate, and advising the Authority on managing and mitigating risks owned by the Authority.	100%
5	Reporting	The Supplier must update the Authority (either through a telekit or face to face) at the end of each week to give a progress update and provide plans for the following week.	90%
6	Service Delivery	Suppliers must manage and respond to any queries from the Authority within forty eight (48) hours.	95%
7	Governance	The supplier must attend contract meetings, and provide updates on the evaluation as required.	100%

8	Governance	The Supplier must maintain appropriate governance structures with the Authority, local areas and relevant stakeholders to oversee the progress of the evaluation, as outlined in section 4-7 of this Statement of Requirements.	100%
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15.2. The Authority retains the option of whether or not to commission the overall evaluation, or any element of it. The Authority also reserves the right to terminate the contract at the end of each stage of the project. The continuation of the evaluation to implement local impact evaluations will depend on the quality and robustness of evaluation proposed through the scoping study.

15.3. Where the Authority identifies poor performance against the agreed SLAs, the Supplier shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than five (5) working days from the date of notification at the Authority's premises.

15.4. The Supplier shall be required to provide a full incident report, which describes the issues and identifies the causes. The Supplier shall 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.

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

15.6. Where the Supplier 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 Attachment 5 – Contract Terms and Conditions.

## 16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1. The Supplier must securely store data in accordance with the General Data Protection Regulation. The Authority requires details from the Potential Provider on how this will be undertaken.

16.2. The Supplier shall provide assurance to the Authority that all data will be securely destroyed within a reasonable timeframe, As per current Data Protection Regulations, following completion of the project.

16.3. The Supplier must follow appropriate research fieldwork principles, and adhere to requirements outlined in the Ethical Assurance Guidelines for Government Social Research, particularly with regards to obtaining informed consent, protecting anonymity (where possible) and confidentiality.

16.3.1. [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/515296/ethics\\_guidance\\_tcm6-5782.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/515296/ethics_guidance_tcm6-5782.pdf)

## 17. PAYMENT AND INVOICING

17.1. Payment shall be made in two tranches.

17.1.1. Payment one shall be made following completion of the fieldwork.

17.1.2. Payment two shall be made following sign-off of the final outputs.

17.2. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

17.3. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17.4. Invoices shall be submitted to:

REDACTED

**18. CONTRACT MANAGEMENT**

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

**19. LOCATION**

19.1. The location of the Services shall be carried out at the Supplier's premises, with visits to the Authority's premises at REDACTED London (as set out above) and possible visits to local authorities.

**ANNEX B**

**Supplier Proposal**

**REDACTED**

**ANNEX C**

**Contract Charges**

**REDACTED**

**ANNEX D**

**PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

1. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Annex.

<b>Description</b>	<b>Details</b>
<b>Subject matter of the processing</b>	REDACTED
<b>Duration of the processing</b>	REDACTED
<b>Nature and purposes of the processing</b>	REDACTED
<b>Type of Personal Data</b>	REDACTED
<b>Categories of Data Subject</b>	REDACTED
<b>Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</b>	REDACTED

## **Part 2: Contract Terms**

Please refer to separate document CCZZ18A56 RM6018 Contract Terms.

