



UK Health
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RM126 DPS Order Form
UKHSA Community Panel
LSRS229/ C169717/ C197271

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: LRS229 / C169717 / C197271

THE BUYER: UK Health Security Agency acting as agents Secretary of State for Health and Social Care acting as part of the Crown

BUYER ADDRESS 10 South Colonnade, London, E14 5EA

THE SUPPLIER: FlexMR Limited

SUPPLIER ADDRESS: Unit 3, Shoreline Business Park, Milnthorpe,
LA7 7BF

REGISTRATION NUMBER: 06026830

DUNS NUMBER: 672191350

START DATE: 20th November 2023

This Order Form is for the provision of the Deliverables and dated 3rd October 2023
It is issued under the DPS Contract with the reference number **RM6126 Research and Insights LRS229 / C169717 / C197271** for the provision of a UKHSA Community Panel.

DPS FILTER CATEGORIES:

Data collection: quantitative, qualitative, mixed method, online

Sample design/source: online community, panel

Location: England, Wales, Scotland, Northern Ireland

Data Collection (qualitative specific): Depth interviews, focus group discussions

Research specialisms: Brand awareness research, Communications testing research, Concept testing research, Co-creation/co-design, Deliberative research, Customer journey research, Customer satisfaction research, Longitudinal research, Reputation research



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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 Research and Insights**
3. NOT USED
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126 Research and Insights**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for Order reference number LSRS229 / C169717 / C197271
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 15 (Order Contract Management)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126 Research and Insights**
7. Order Schedule 4 (Order Tender)

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 SPECIAL TERMS

None

ORDER START DATE: 20 November 2023

ORDER EXPIRY DATE: 19 November 2025

ORDER INITIAL PERIOD: Two Years



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DELIVERABLES

See details in Statement of Requirements, as issued in Tender Pack.

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

[REDACTED]

ORDER CHARGES

See Pricing Details in Price Schedule as per Tender Pack.

The Charges will not be impacted by any change to the DPS Pricing.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All invoices must be sent, quoting a valid purchase order number (PO Number) to:

[REDACTED]

Within **20** Working Days of countersignature of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable by email to:

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]



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Secondary contact:

[REDACTED]
[REDACTED]
[REDACTED]

For Commercial liaison your contact will be:

[REDACTED]
[REDACTED]

Secondary contact:

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Corporate report: Environmental Policy Published 7 November 2022 available online at:
[Environmental policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/114444/Environmental-policy-GOV-UK-2022.pdf)

BUYER'S SECURITY POLICY

DHSC Data Protection Policy:



DHSC Data
protection policy.pdf

Cyber Resilience Policy; Cyber resilience - GOV.UK (www.gov.uk)

Cyber Essentials Scheme; About Cyber Essentials - NCSC.GOV.UK

Information Management Policy; Information Management Policy - GOV.UK (www.gov.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

ADDITIONAL CONTACTS FOR THE SUPPLIER

[REDACTED]
[REDACTED]



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PROGRESS REPORT FREQUENCY

Milestones will be set by the buyer for each stage of the research projects we work on and performance will be monitored through a weekly status meeting

The supplier will provide a named member of staff of sufficient seniority who will be the key day-to-day contact. See below for Key Staff.

The supplier will provide monthly updates by online meetings outlining: Progress towards meeting agreed deadlines and producing deliverables, early identification of risks to delivery and mitigating actions.

The supplier shall take no more than 24 hours to respond to contract and project queries from UKHSA.

PROGRESS MEETING FREQUENCY

Meeting schedule to be confirmed between buyer and supplier upon commencement of contract.

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable



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ADDITIONAL INSURANCES

Not applicable

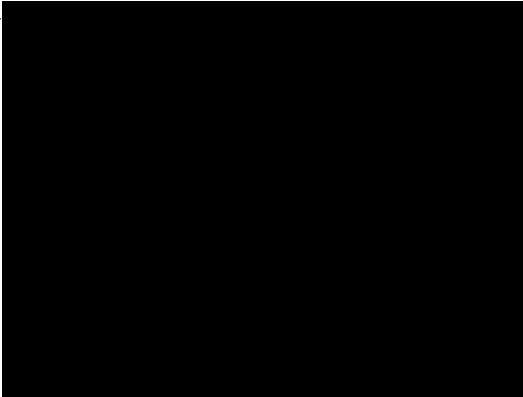
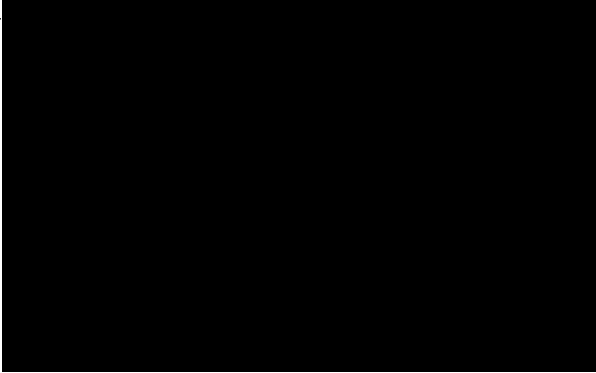
GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

Signed

For and behalf of the Supplier:	For and behalf of the Buyer:
	



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Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.



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Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and



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- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;



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- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.



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10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.



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Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):



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- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.



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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of the Controller and Processor	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor.</p>
Subject matter of the processing	<p>The personal data will be processed by the Supplier in order to effectively deliver research projects, conduct analysis and carry out panel management tasks with the Pulse panel members as set out in the Contract. The Pulse panel is a community of c11,000 people willing to take part in UKHSA opinion research. They are composed of groups described in the categories of data subjects below.</p>
Duration of the Processing	<p>The duration of the Contract (from 21 November 2023 for a 2 year initial term), plus any necessary processing post expiry.</p>
Nature and purposes of the Processing	<p>The Supplier will:</p> <ul style="list-style-type: none"> • store the personal details of the Pulse panel members • link to survey data and other external profiling data such as Indices of Multiple Deprivation (IMD) to carry out essential analysis • analyse and manage the data • conduct quality assurance



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	<ul style="list-style-type: none">• collect updated personal data and additional personal details where necessary for the research• use the data to invite panel members to take part in the research• use the data to send panel members a newsletter about the research• use the data to contact members about complaints and technical issues to do with the panel platform
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Order Schedule 15 (Order Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 2.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.2 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.2 able to cancel any delegation and recommence the position himself; and

replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.



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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Milestones will be set by the buyer for each stage of the research projects we work on and performance will be monitored through a weekly status meeting

The supplier will provide a named member of staff of sufficient seniority who will be the key day-to-day contact.

The supplier will provide monthly updates by online meetings outlining: Progress towards meeting agreed deadlines and producing deliverables, early identification of risks to delivery and mitigating actions. (meeting schedule tbc on commencement of contract).

The supplier shall take no more than 24 hours to respond to contract and project queries from UKHSA.

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]



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Order Schedule 4 (Order Tender)

Tender Proposal by MRSG Ltd (FlexMR Ltd)

Bidder Response Document

Contract Reference: LSRS229 / C169717 UKHSA Community Panel June 2023

QUESTIONNAIRE 1 - QUALIFICATION - KEY PARTICIPATION REQUIREMENTS

Response Guidance

The following questions are 'Pass/Fail' questions.

If Bidders are unwilling or unable to answer "Yes", their submission will be deemed non-compliant and shall be rejected. Potential Bidders should confirm their answer by selecting Yes / No

Question Number	Question	Your Response
1.1	Please confirm your responses to the previously submitted Capability Assessment are true & reflect your capabilities to perform the minimum requirements.	Yes
1.2	Do you accept the competition rules as described in Attachment 1 – About the Procurement?	Yes
1.3	Have you read, understood and accepted the Tender pack and all associated attachments, specifically Attachment 3 - Statement of Requirement?	Yes
1.4	Do you agree, without caveats or limitations, that in the event that you are successful, Attachment 7 – Order Contract will govern the provision of this contract?	Yes
1.5	Do you confirm your Organisation's Atamis profile is complete and accurate at the time the bid closed and that any amendments made following acceptance of this event will be notified to the buyer in writing?	Yes



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QUESTIONNAIRE 2 – QUALIFICATION - CONFLICTS OF INTEREST

Response Guidance

Question 2.1 is a 'Yes/No' question and will dictate whether or not question 2.2 needs to be answered.

Question 2.2 is a Pass / Fail question. Potential Bidders are required to provide details of how the identified conflict will be mitigated.

The Contracting Authority will review the mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore, if Potential Bidders cannot or are unwilling to suitably demonstrate that they have suitable safeguards to mitigate any risk then their Bid will be deemed non-compliant and will be rejected.

Question Number	Question	Your Response
2.1	Please confirm whether you have any potential, actual or perceived conflicts of interest that may be relevant to this requirement.	No
2.2	We require that any potential, actual or perceived conflicts of interest in respect of this Tender pack are identified in writing and that companies outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services.	N/A



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QUESTIONNAIRE 3 – QUALIFICATION - INFORMATION ONLY

Response Guidance

The following questions are for information only and do not form part of the evaluation. Information provided in response to these questions may be used in preparation of any Contract Award and any omissions may delay completion of this procurement.

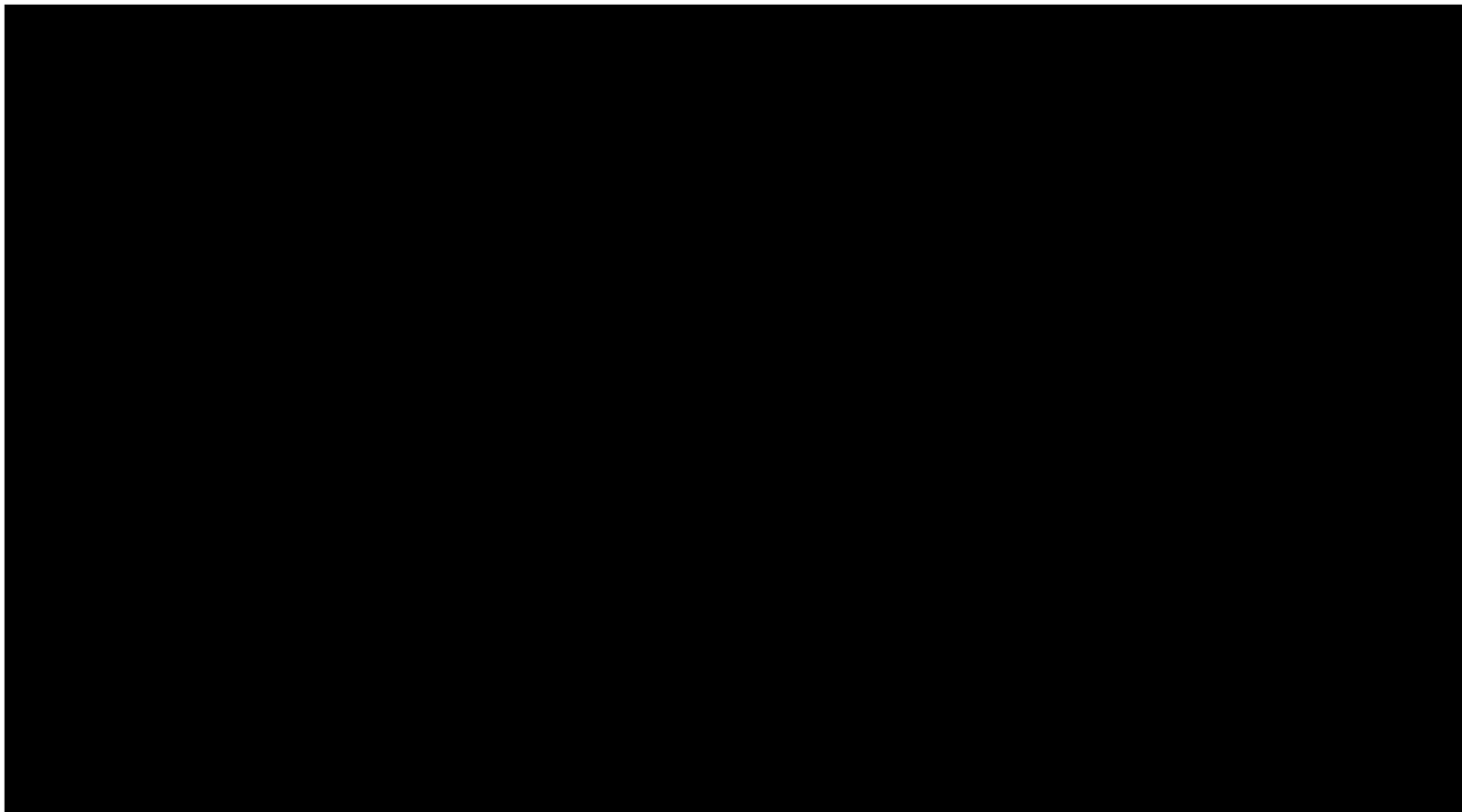
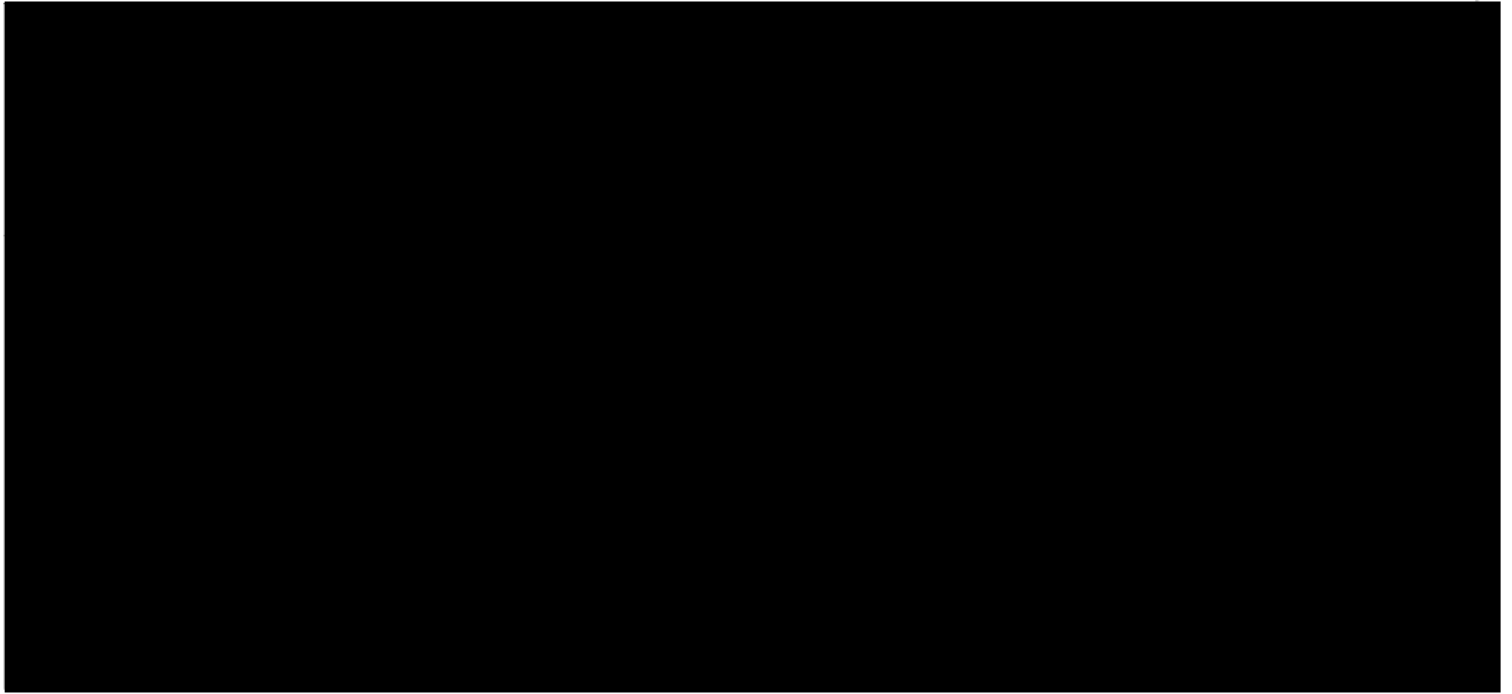
Question Number	Question	Your Response
3.1	<p>Please provide details of who the Award Outcome should be directed to. This will be issued to the account making the bid via our procurement platform Atamis.</p> <p>Your response must include;</p> <ul style="list-style-type: none"> • Full Name • Role/Title • Registered Address • Email Address 	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
3.2	<p>Please provide details of any sub-contractors you propose to use in order to meet your obligations should you be awarded a Contract. Please give a percentage breakdown of work to be subcontracted.</p> <p>Your response must include their;</p> <ul style="list-style-type: none"> • Trading Name(s) • Registered Address(ees) and contact details • Goods/Services to be provided 	None

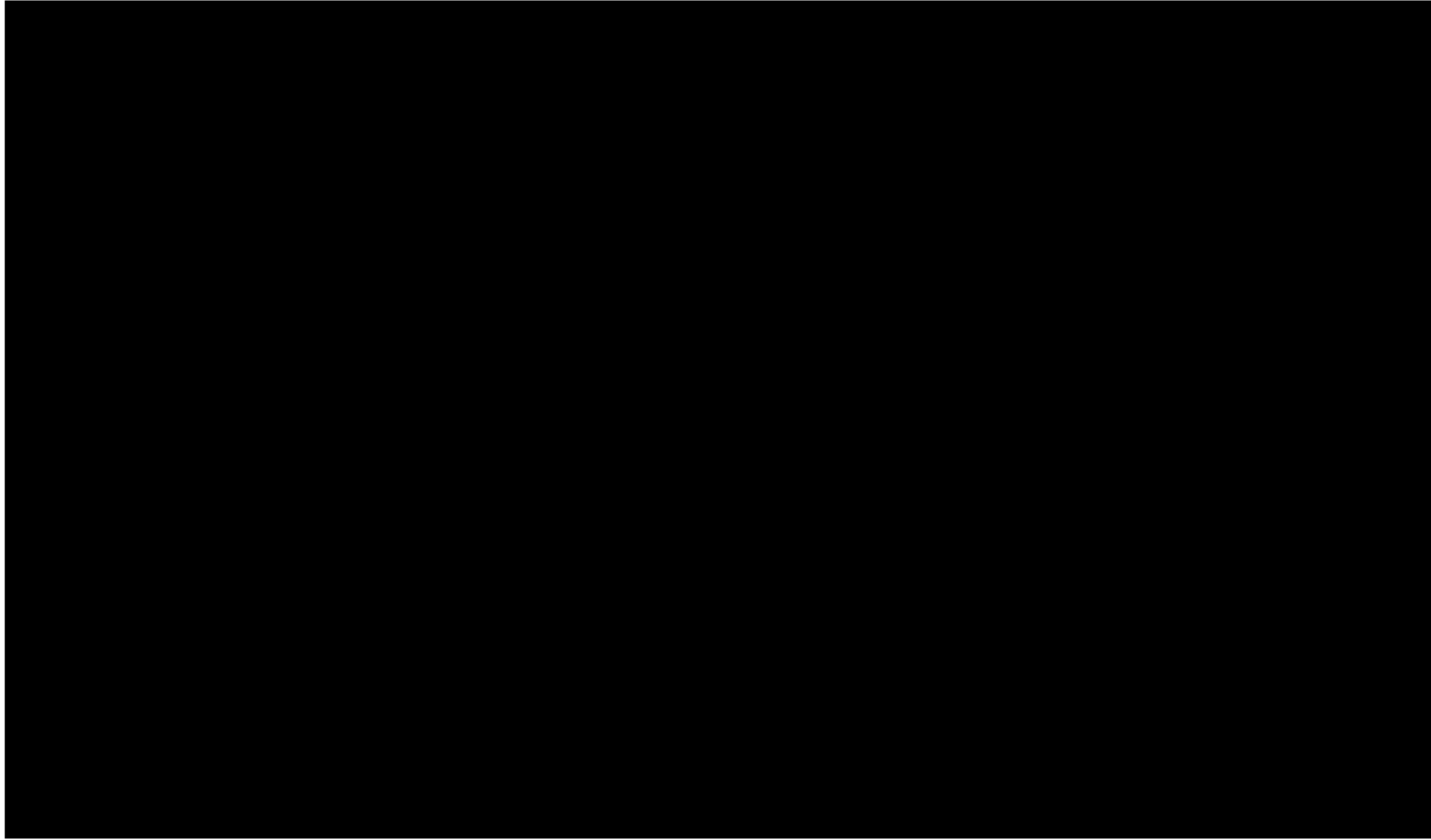


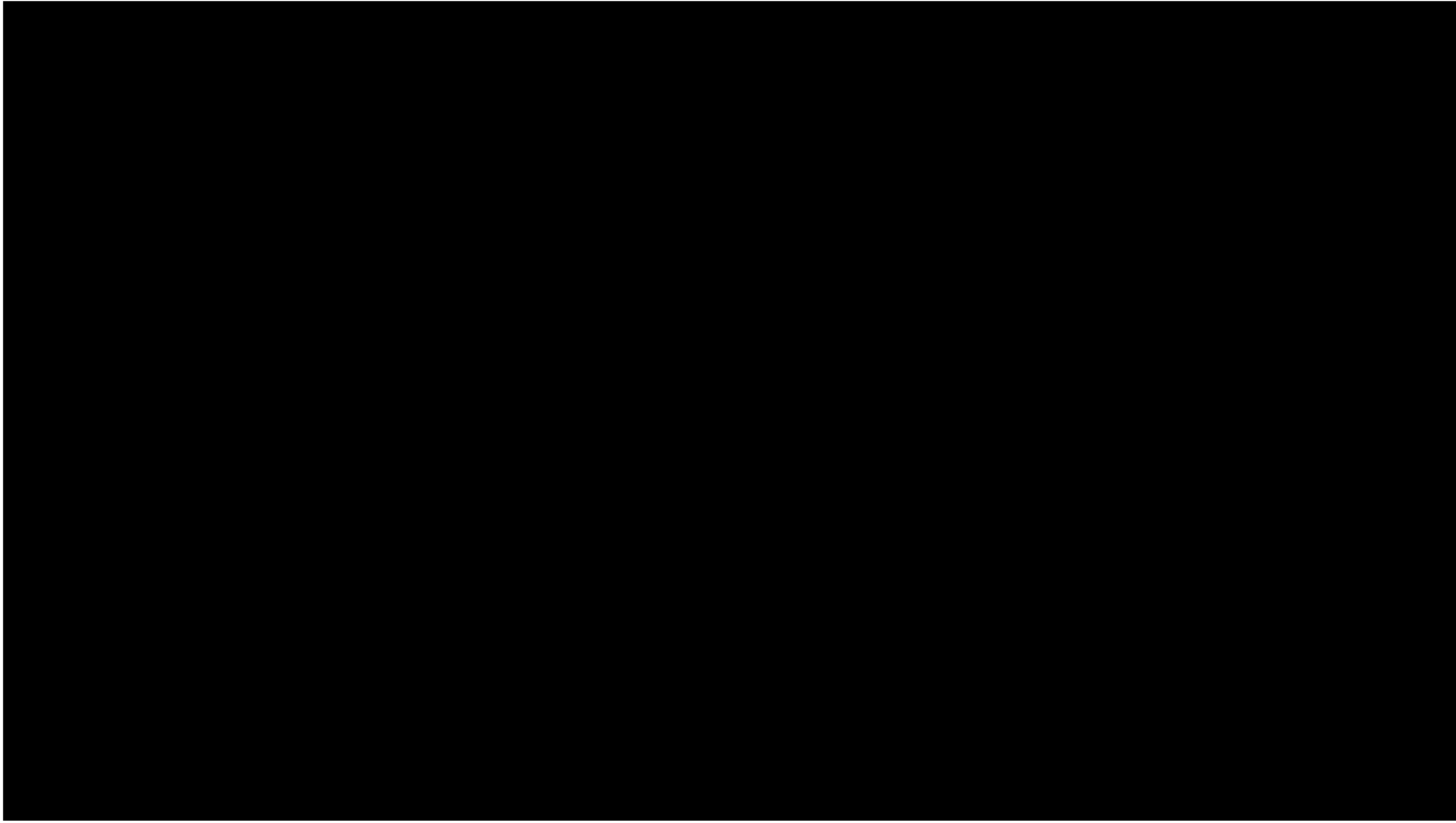
UK Health
Security
Agency

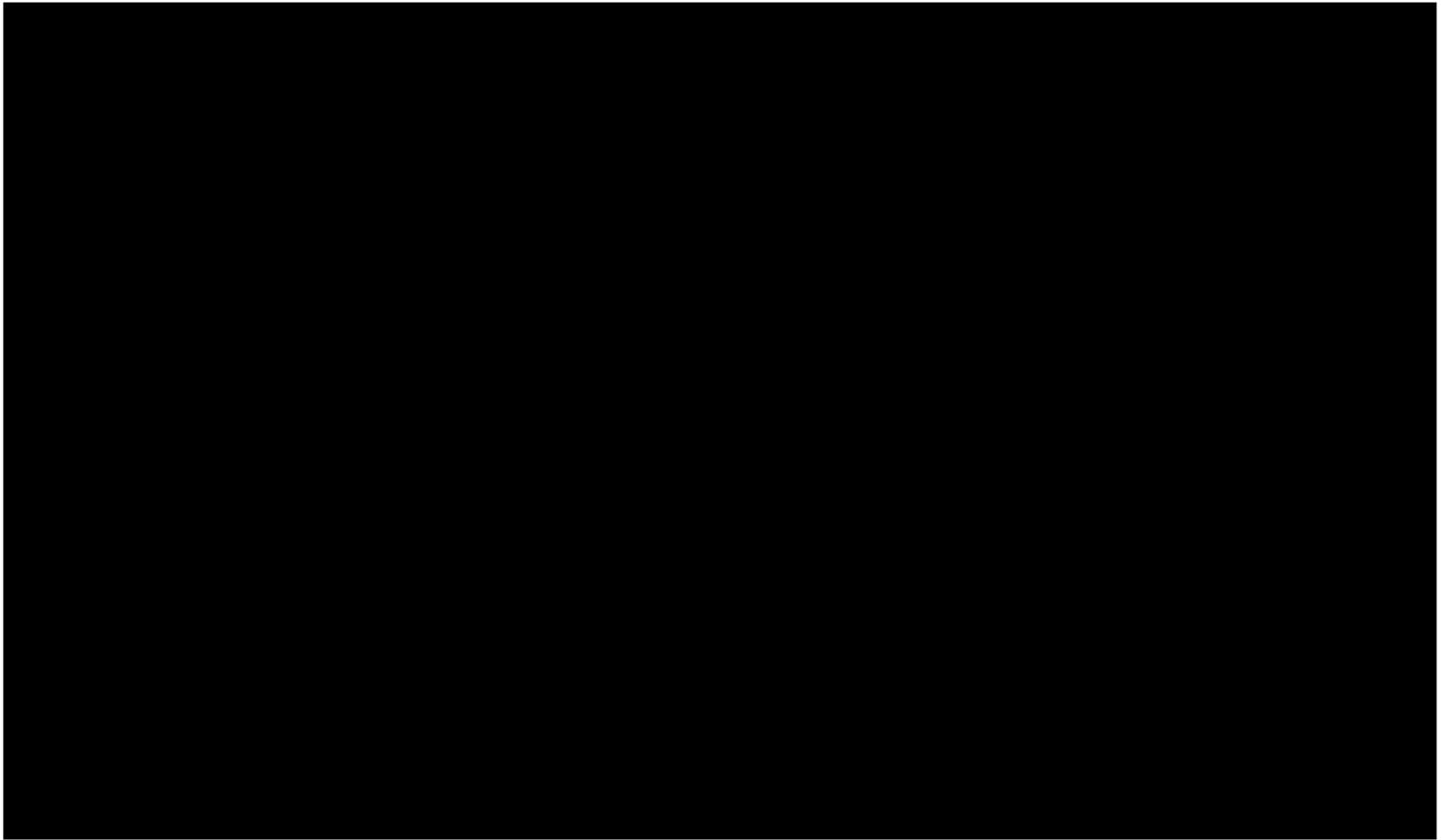
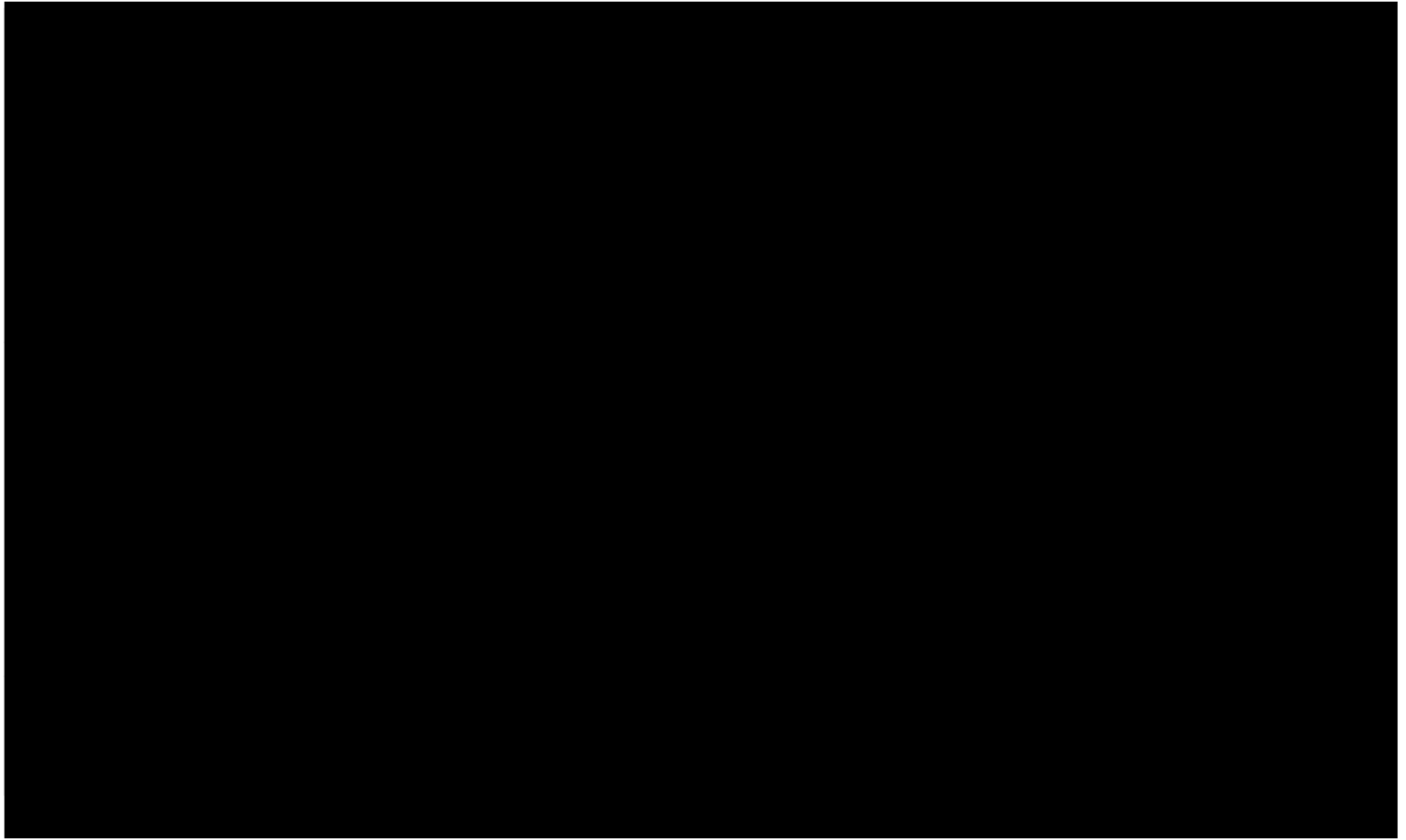
RM126 DPS Order Form
UKHSA Community Panel
LSRS229/ C169717/ C197271

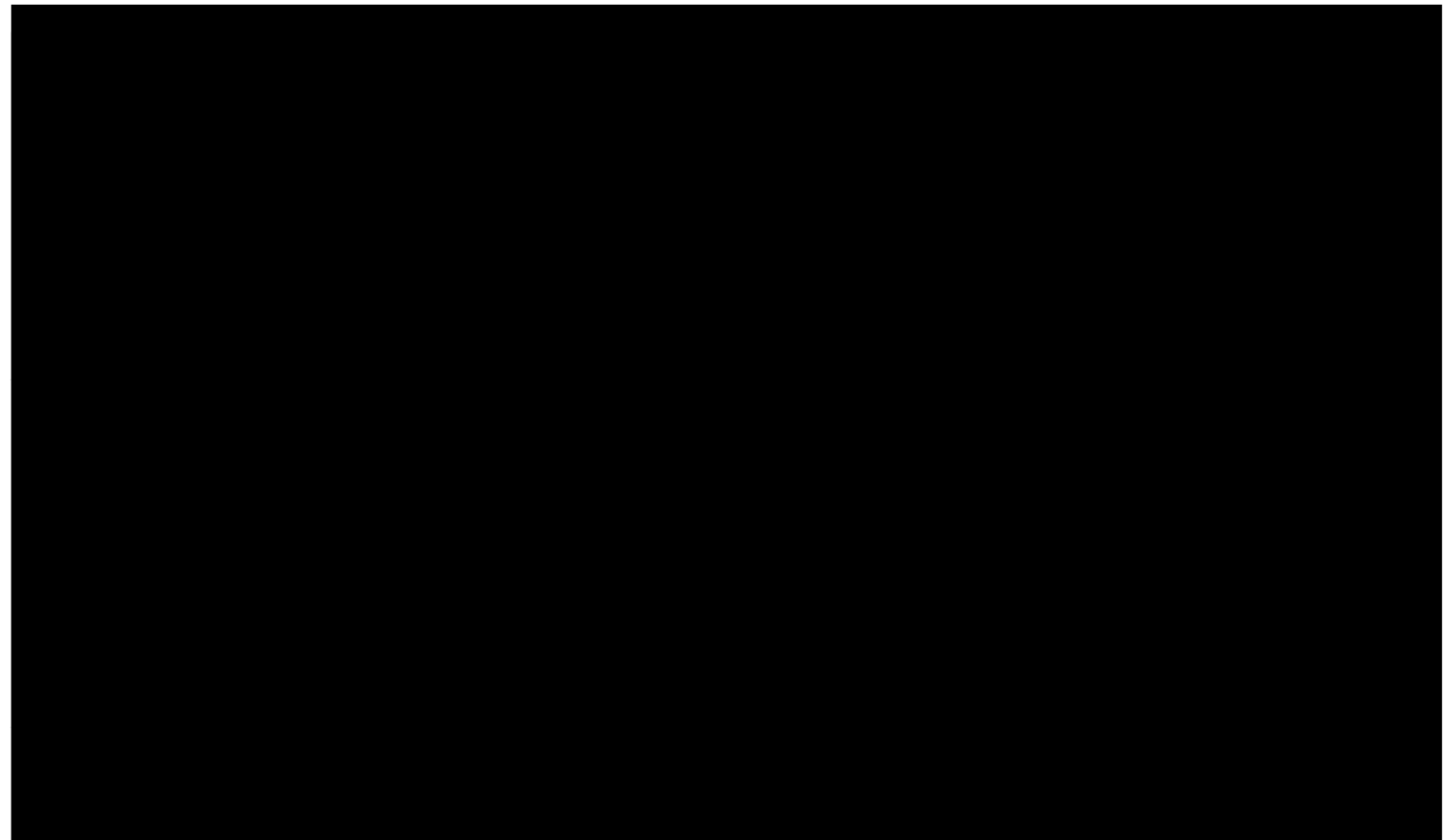
Bidder's Proposal to Evaluation Questions 4 to 8 dated 21st June 2023. Contract Reference:
LSRS229 / C169717 UKHSA Community Panel June 2023

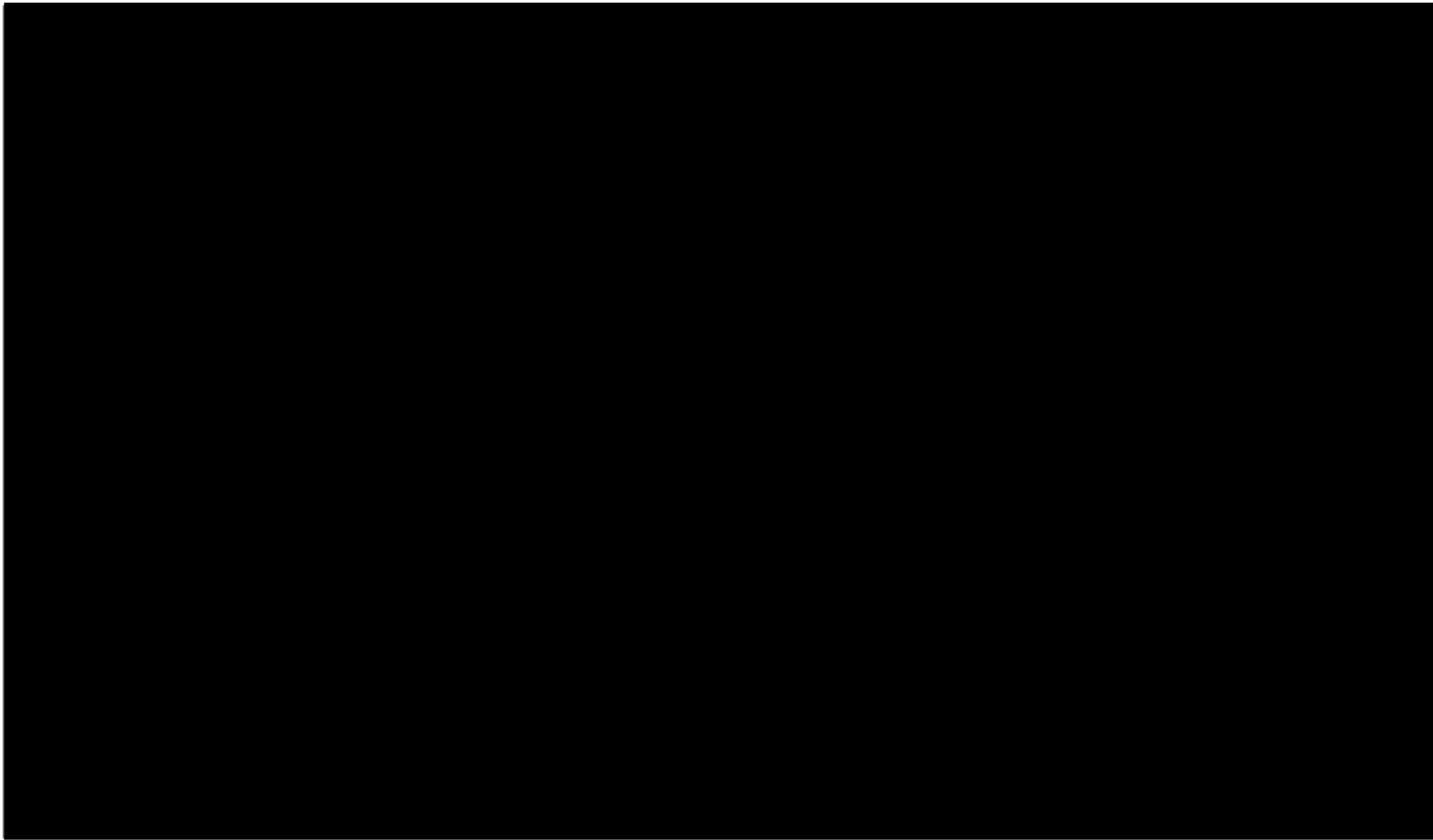
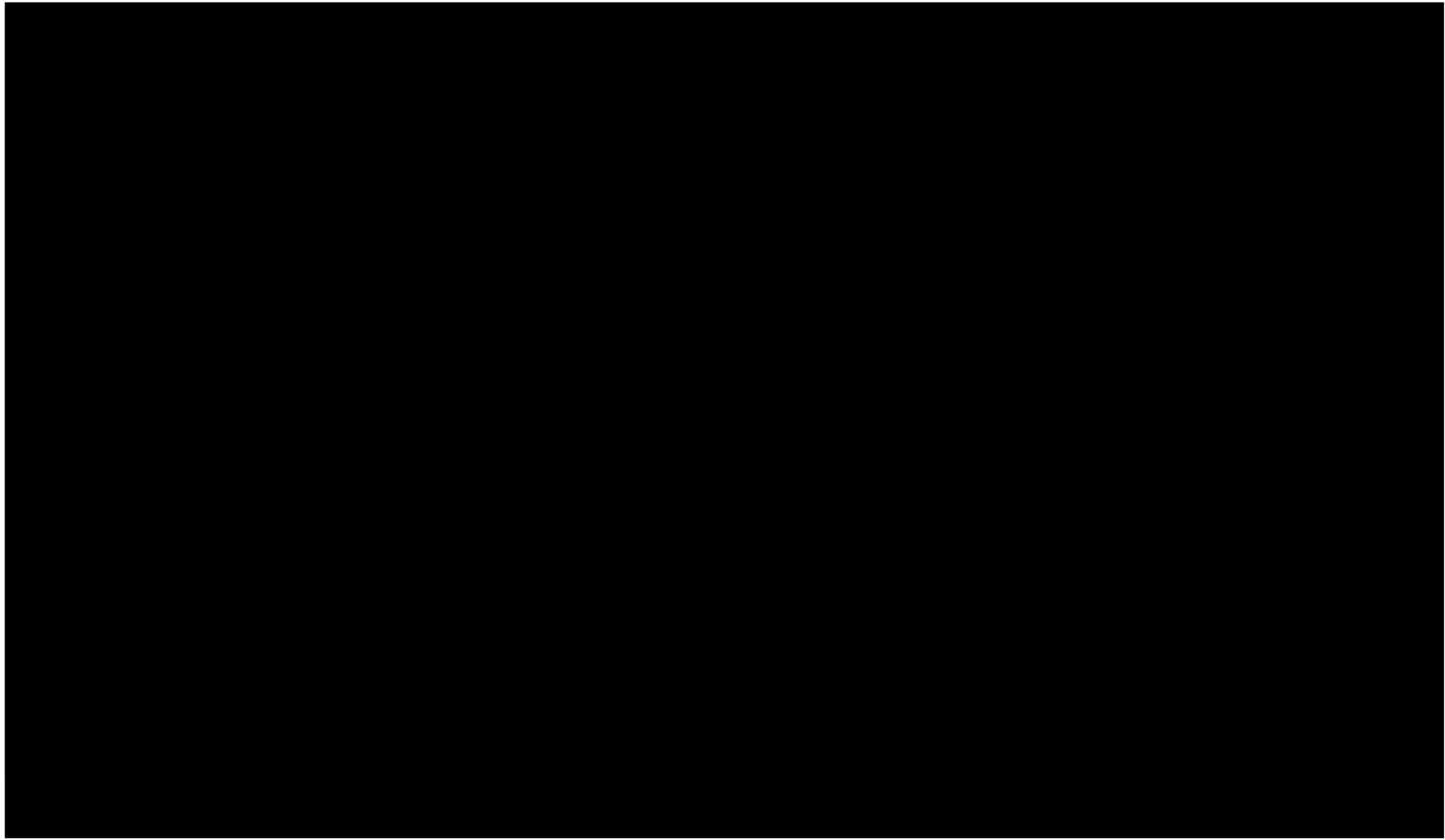


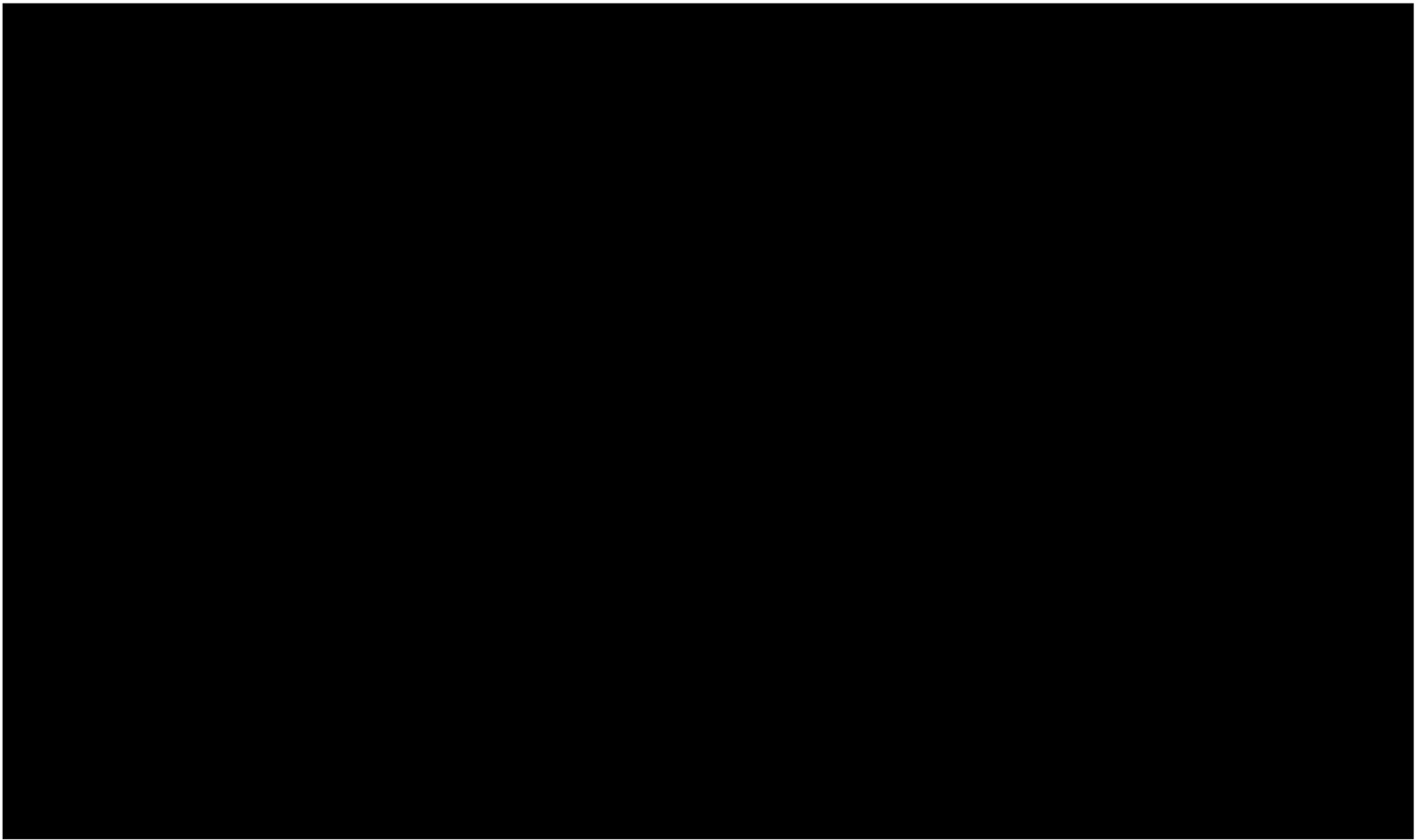
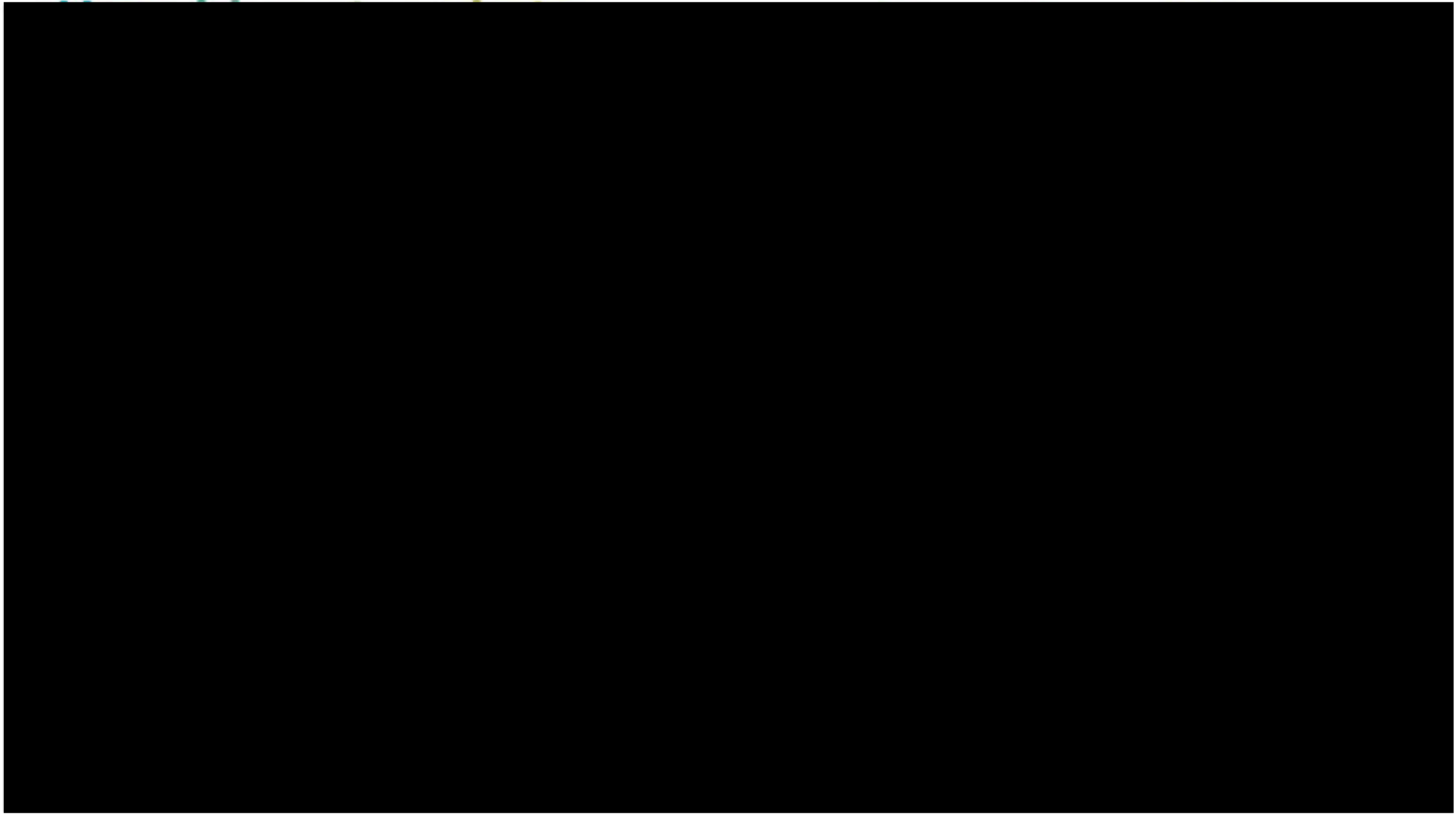


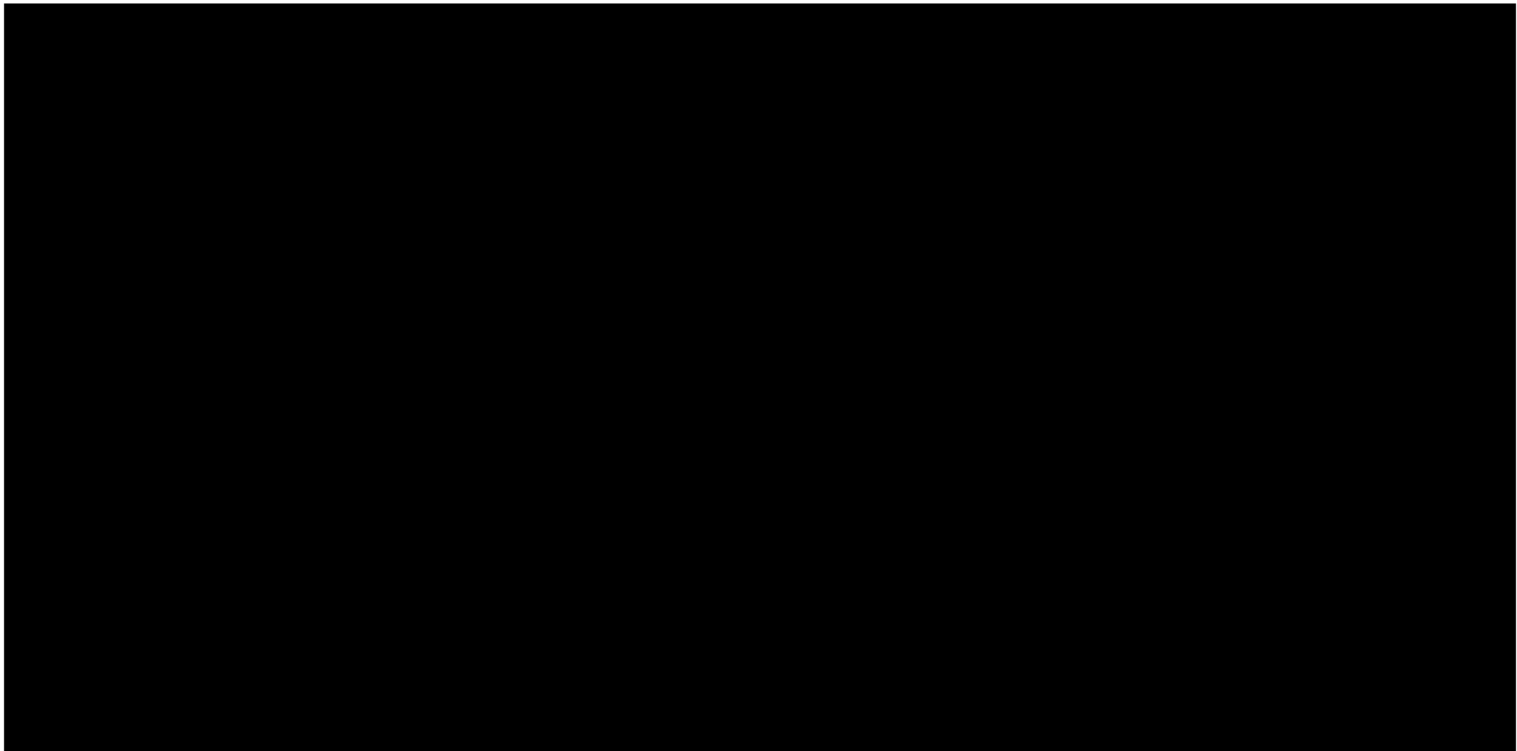
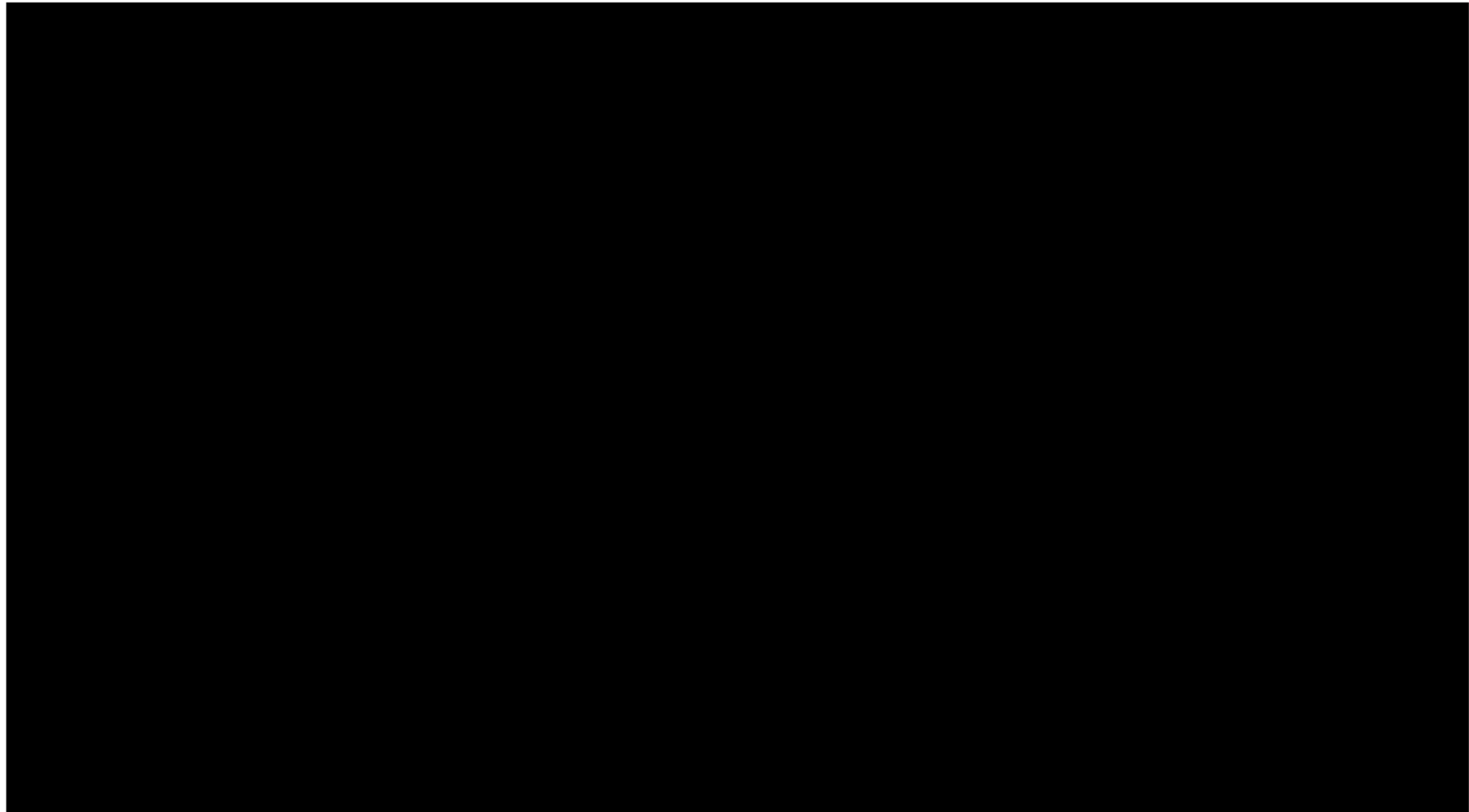


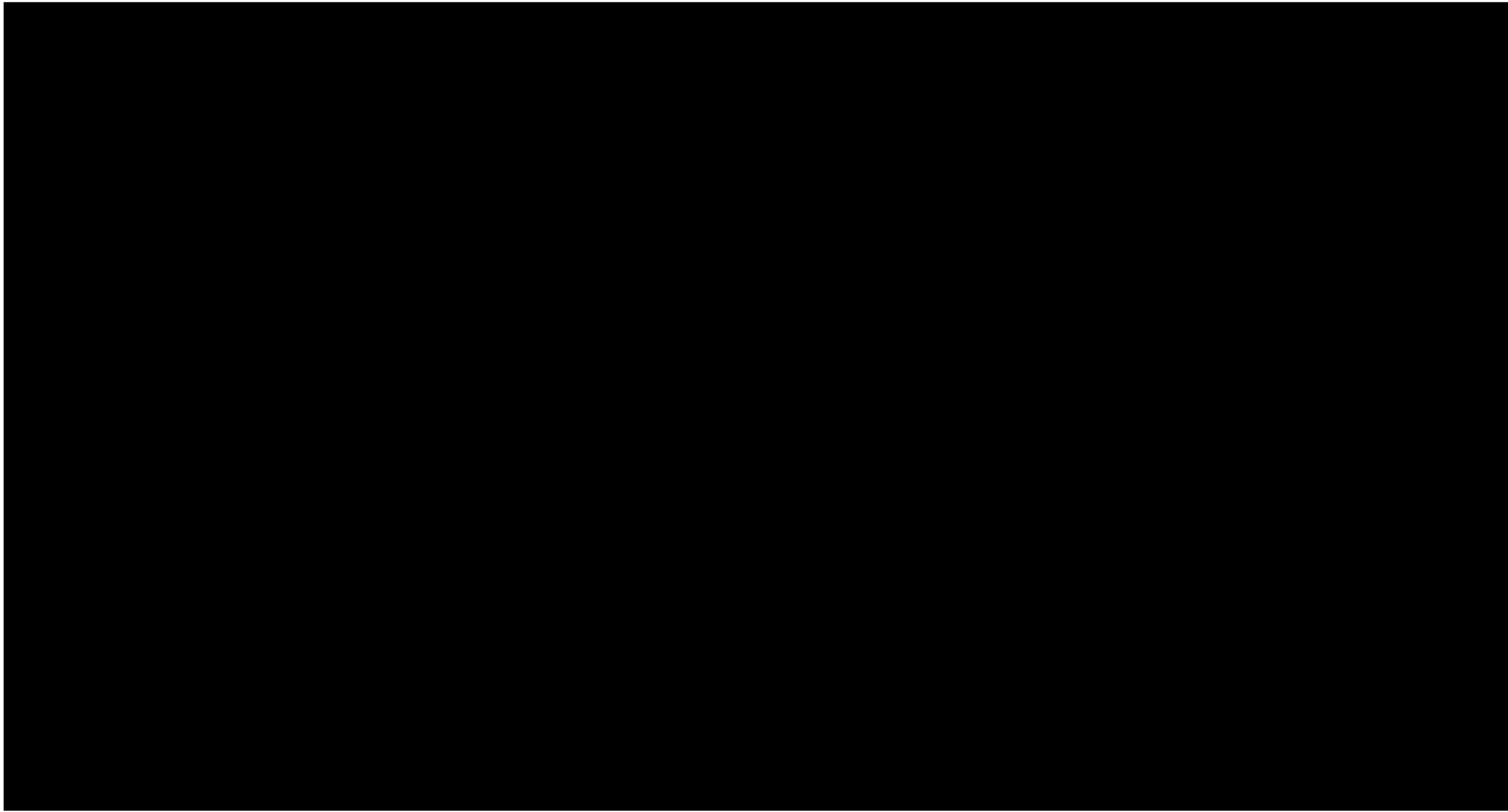
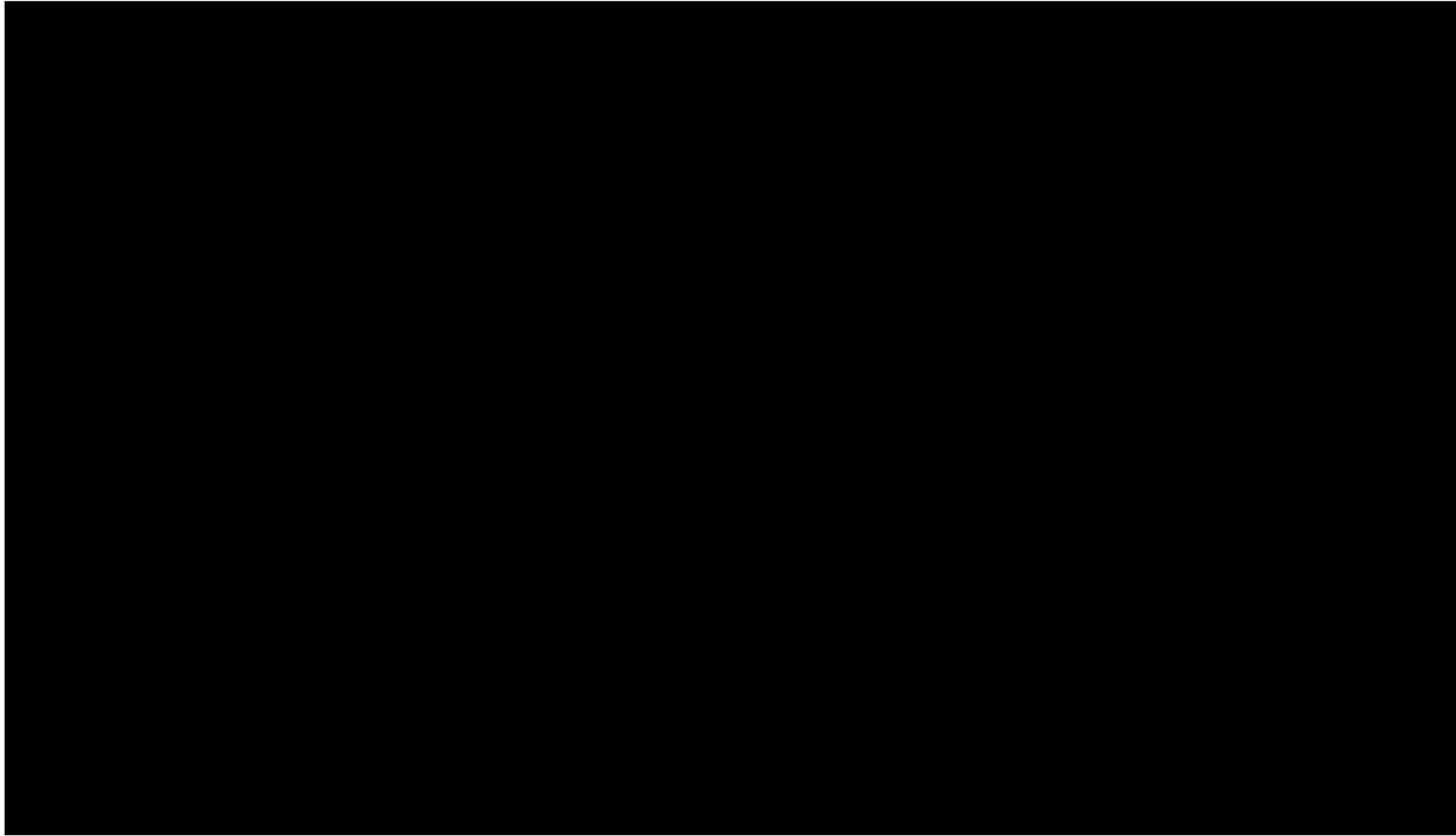


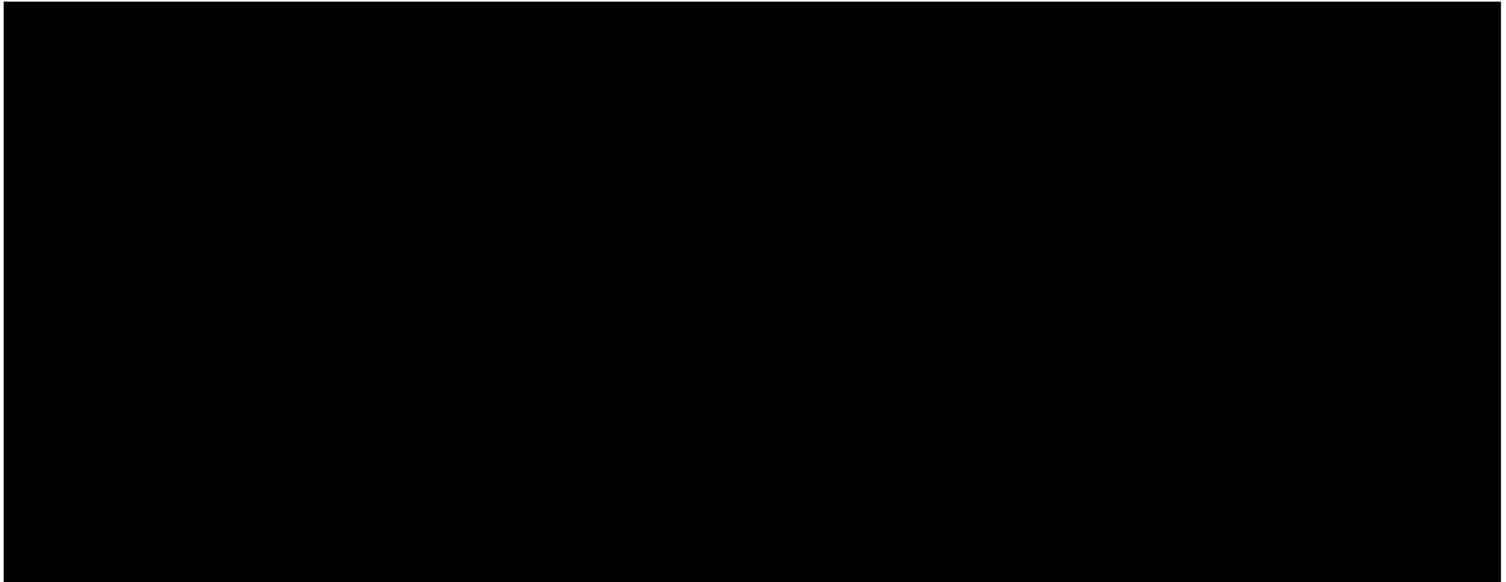
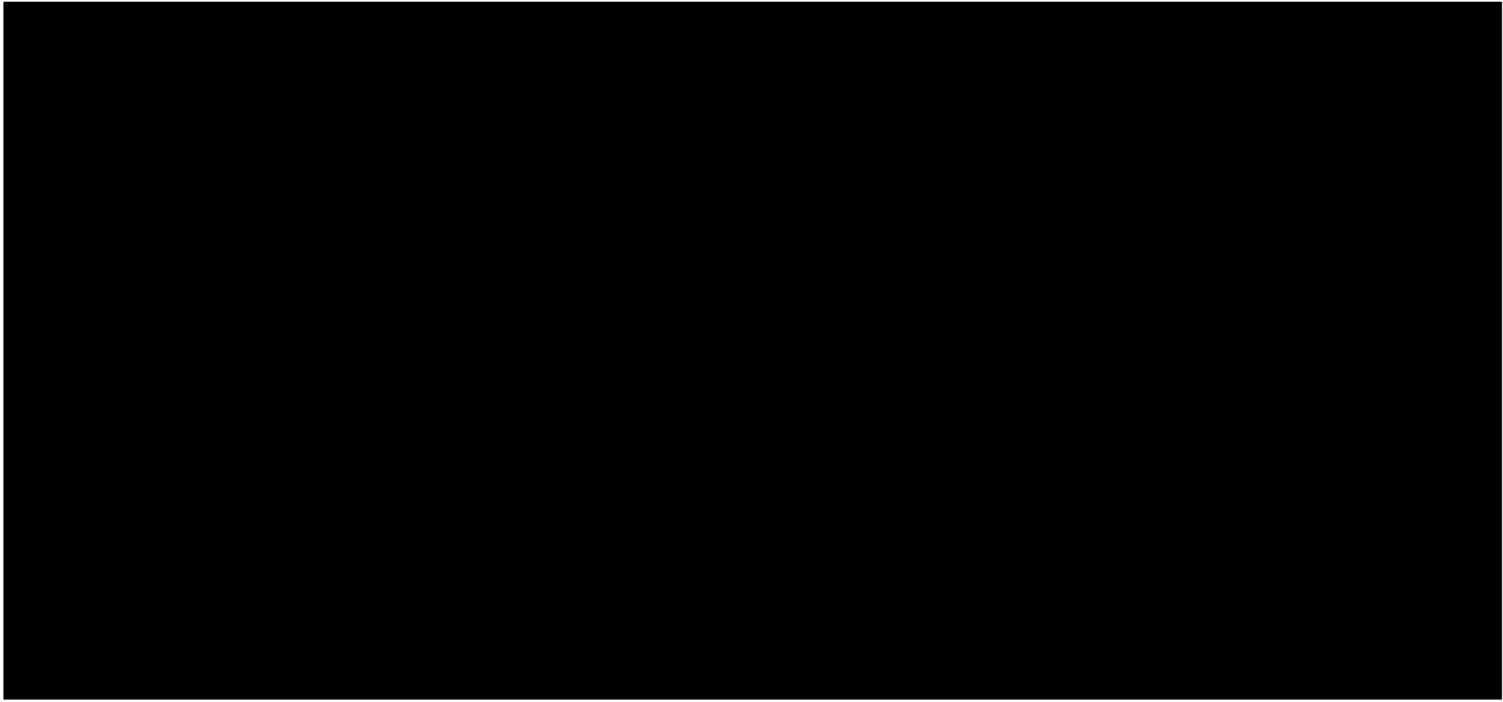






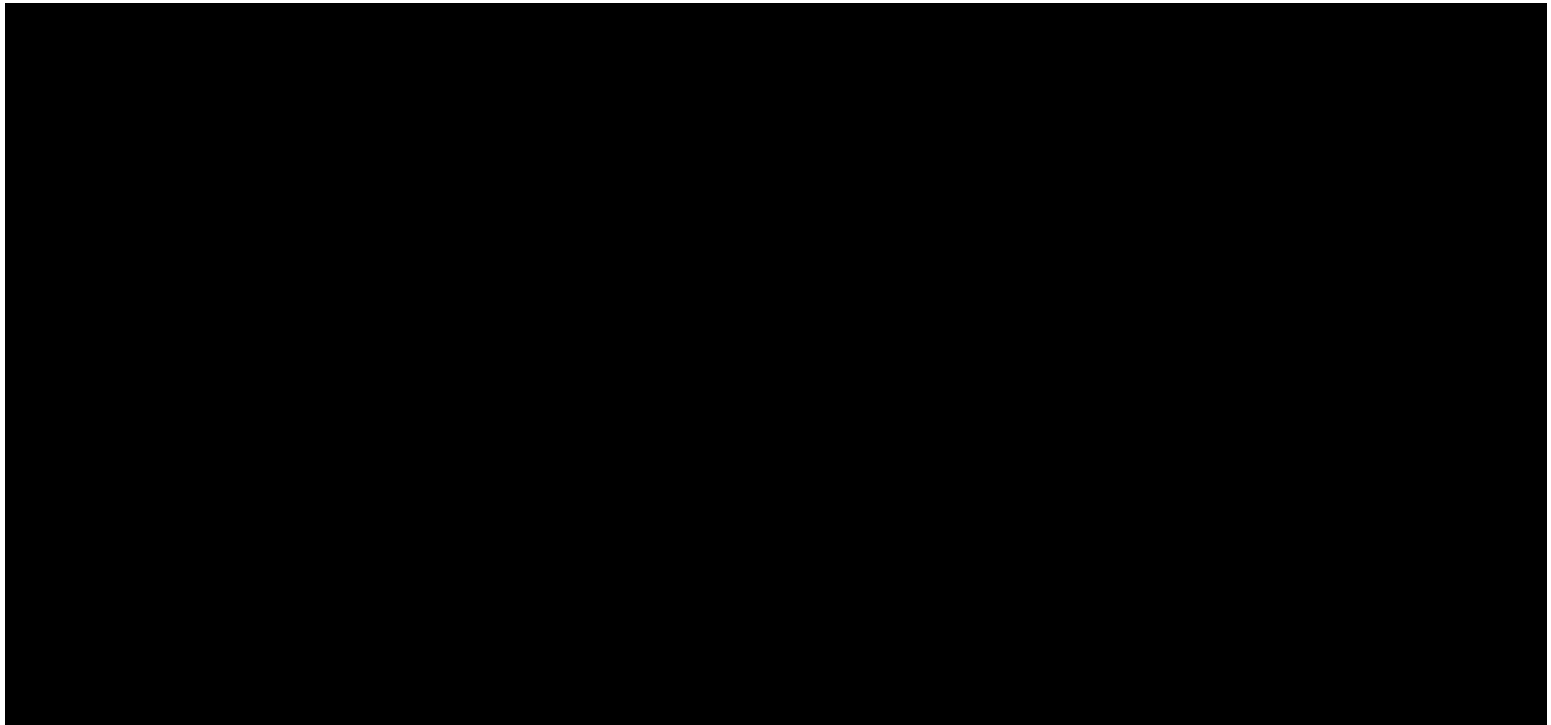




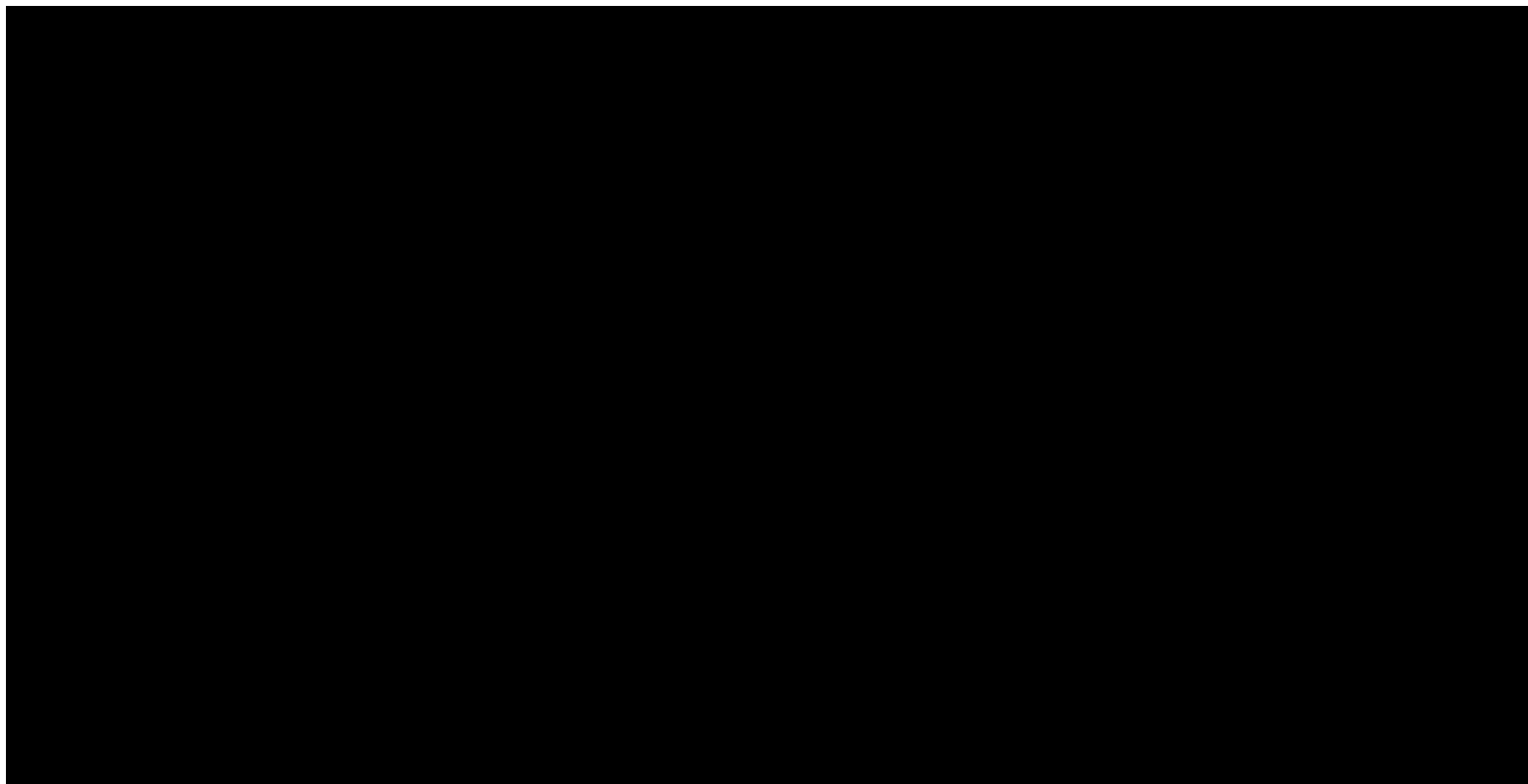


Bidder Pricing Schedule in response to Commercial Evaluations dated 21st June 2023

Part A



Part B



Statement of Requirements as issued in Tender Pack dated 15th June 2023

1. PURPOSE

- 1.1 UK Health Security Agency, (UKHSA) is looking for an agency to work with the Insight team in partnership to continue to build and manage a large-scale online research community panel with members of the public.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 UKHSA was established as the nation's new expert health security agency to prepare for, prevent, and respond to external hazards that threaten the health of the UK population in the context of changing global threats. The Insight team are part of the UKHSA Science Group's Behavioural Science and Insights Unit (BSIU). The BSIU is at the forefront of understanding public and professional attitudes and behaviours and their impact on health. The evidence generated is used to inform strategic decisions and policy making, service design and operational improvements.

3. BACKGROUND AND SCOPE OF REQUIREMENT

- 3.1 During a pilot phase, we have successfully established a highly engaged community of over 10,000 people and we are looking to maintain and build on this, recruiting new members into the panel and improving representation amongst groups that are under served.
- 3.2 UKHSA currently conducts a wide variety of qualitative and quantitative research projects as well as behavioural trials and evaluations. We regularly work with research agencies, universities and other research partners, as well as running research projects in house. In the past year we have successfully established a highly engaged online research community of over 10,000 people.
- 3.3 Now that this proof-of-concept phase is drawing to a close, we are looking to appoint an agency to continue to manage and build our online community, working with UKHSA in partnership to recruit and build up the existing community, manage attrition and recruit new members to balance demographic gaps in the current profile of the community.
- 3.4 The successful bidder will be taking on an established community, which has already been used to run online quantitative and qualitative research, achieving very strong responses to research tasks in a short space of time. Our members are engaged and passionate about public health and keen to share their views.
- 3.5 A pre-requisite for the successful bidder is the ability to manage and develop this online community panel with both self-serve and agency-supplied full-service research capabilities.

4. THE REQUIREMENT

4.1 We require an agency to work with us to continue to build and enhance our online research community. The successful tenderer will need to work with the current agency to manage any transition, maintain the current size and engagement of the panel, managing drop out and ensuring our current high response rates remain strong. The requirement is also to be detailed in Annex A – DPS Schedule 4: Letter of Appointment and Contract Terms.

4.2 The primary objectives of the Panel are to:

- Continue to enhance the UKHSA's ability to do research at low cost and high speed amongst the general public, as well as defined groups/samples of people that are normally tricky to reach through standard/external panels but who we have been able to recruit to join our panel via previous CX surveys.
 - Examples include
 - people needing access to antivirals
 - those with specific health conditions
 - adult social care workers, teachers, NHS workers
 - new mums with young children
 - those who have tested positive for covid
- Be a flexible tool to allow the Insight team to conduct research in an agile fashion to meet the needs of various stakeholders across UKHSA and other organisations we partner with to run research, by gathering feedback and opinions on relevant and emerging topics – e.g. to inform policy or guidance, or to test interventions amongst key groups.
- The more strategic goal of the panel is to give UKHSA the ability to gain input and involvement from the general public into our science and public health interventions – potentially requiring input from a few people to several hundred
- It is possible in the future there may be an opportunity to support more clinically based questions or even trials (e.g. antivirals effectiveness, covid vaccine impact, long covid insights)

4.3 Key requirements are therefore:

- An agency partner is sought to deliver the build of the community panel, the management of it, ensuring ongoing engagement with the members and supporting the UKHSA Insight team to self-serve and also provide full service where needed – including quantitative and qualitative research design, fieldwork analysis and reporting.
- The winning bidder will need to be able to successfully transition members from the existing provider, recruit new members to balance any drop off in transition between providers and work with 3rd parties

as required to automate feeds to build and grow the panel during future recruitment campaigns.

- The software must easily enable the UKHSA Insight team to self-serve research to the panel with excellent quantitative and qualitative capabilities and innovative online tools.
- The panel platform & software should make it easy for us to determine feasibility of research studies and easily build a relevant sample for each research task, finding the right people based on their profile information and/or previous responses to surveys:
 - This should be an automatic and simple process requiring little human intervention apart from the definitions. The platform/software needs to take feedback from various surveys and integrate and update profiles quickly, in order to build on our understanding of panellists over time, whilst also tracking members' engagement and responses over time.
 - Ensure we have continually updated / useful data on members' profiles in relation to their demographics, as well as some health specific information and key attitudes and behaviours.
 - This will also include mapping their responses to questions from a profiling survey to build up their profile so we can understand who is on the panel and where we have demographic gaps. Our members have recently completed a profiling survey in the past year, so the winning agency will need to consider the best approach to re-profiling members as time goes on, taking into account UKHSA's need to update information, whilst also considering best practise in relation to data protection and privacy.
- The panel software / solution must facilitate the management and engagement of the community:
 - Ensuring we don't oversample members and controlling the amount/frequency of research tasks we send them, in line with best practise.
 - The platform is required to have a variety of tools to drive engagement – e.g., rewards/incentives, newsletters, sharing back our 'thank yous' and/or findings, seek their feedback on surveys and their experience as community members.
 - Ideally, has other ways of building engagement with the community – e.g. a place where members can engage with each other. Your thoughts would be welcome on how this could be managed to ensure constructive engagement.
- The platform must have the capability for the UKHSA Insight team to fully self-serve and run quantitative surveys and associated analysis:

- A survey scripting tool within the platform that would allow the UKHSA to script relatively complex surveys including randomising question order and survey routes, testing multiple concepts, ability to do longitudinal research and route participants based on answers to previous surveys they have taken part in on the platform, ability to capture photo and video responses within surveys, ability to monitor response rates live.
- Functionality of the solution needs to allow the UKHSA Insight team to build data tables within the platform including cross tabs drawing from both the profiling survey and responses to other surveys members have taken part in on the platform,
- Quality control of responses also key (such as the ability to remove poor quality responses or people who have answered surveys too quickly for instance).
- The platform should allow the UKHSA Insight team to build a library of video responses, as well as edit videos within the platform to build vox pop reels.
- It would be helpful if the tool includes text analytics functionality or ability to tag comments, including sentiment analysis from verbatims (this is a nice to have vs. a critical requirement).
- The platform must also have the capability for the UKHSA Insight team to fully self-serve and run online qualitative research and associated analysis:
 - The platform must give users the ability to run video and text-based focus groups and depth interviews through the platform without the need to use additional software. As part of this, the panel should allow users to recruit and contact participants, inviting them to take part in focus groups and depth interviews through the platform – removing the need to export participant details in the interests of data security.
 - The platform must also allow the user to run other qualitative research tasks such as discussion rooms, ethnographic studies, diary studies, photo/video tasks and stimulus mark-up tools (where participants can review a piece of stimulus, highlight areas they like/don't like and provide feedback). We would also be interested to hear about any other online qualitative methodologies your platform is able to offer.
 - We need to be able to run longitudinal studies of discrete sets of panel members to assess end to end journeys, assess the effectiveness of interventions at different touchpoints and understand how awareness, access and motivational factors impact behaviours.

- The bidder must be able to offer a full research service from brief to output including the ability to interpret UKHSA's briefs in terms of sampling and questionnaire design, ability to design and run quantitative and qualitative fieldwork, ability to analyse results and present findings.
 - Whilst some projects will be self-serve by the UKHSA Insight team, (and the tool must enable this) we require an agency partner who can also conduct research and deliver analysis and insights on our behalf / as an extension of our team.
 - It is expected that some projects will require use of both the panel sample as well as recruit from external / nat. rep. panels – this will be both to supplement the panel as well as to compare findings across the two sources, so we understand the nature and profile of responses from the panel. The agency must, therefore, be able to conduct external research when needed and have access to other sample sources (e.g. other online panels).
 - The successful bidder must have a dedicated client support team who are able to respond to technical queries and action requests within a rapid time scale to facilitate emerging needs in ongoing projects.
 - The successful bidder must also deliver ongoing training on how to use / best use the platform e.g. when a new colleague joins the UKHSA Insight team or to help drive best practice or when new functionality / innovations are rolled out.

4.4 Agency responsibilities / capabilities

In delivering the above requirements it is expected the agency will have the following responsibilities:

- Accountable for panel build, ongoing management, engagement and quality.
- Support on recruitment and building the panel.
- Ensuring data feeds work securely and protecting PII data.
- Support on some projects – sampling, survey creation/research design, fieldwork, data production, analysis, charting and insight.
- The agency will be treated as a business partner, with an active interest in addressing the challenges faced by the UKHSA Insight team and our stakeholders.
- Most interactions with the client will be via MS Teams, but the agency might be asked to attend sessions in person and/or host events at their location. A provision for any additional costs which would accrue should be included in the tender with a description of what would be covered (time, distance, frequency).

- GDPR compliance – Your bid will need to demonstrate how you ensure that the panel will be GDPR compliant. As part of the contract, we will put in place an overarching DPIA in order that PII can be passed across to build and the successful bidder can manage the panel.

4.5 Evaluation criteria

	Part 1: Technical Evaluation	Written Proposal	Theme	Weighting
Technical Evaluation: 65%	1.a	Technical Merit	Community Panel Implementation & Management	20%
	1.b	Technical Merit	Research Tools & Capability	20%
	1.c	Technical Merit	Full-Service Offering	10%
	1.d	Technical Merit	Research Team	5%
	1.e	Technical Merit	Social Value	10%
	Part 2:	Presentations	<p>Presentation to introduce the team, demonstrate the platform and evidence Research Tools & Capability and Research Team</p> <p>Please note the presentation will not be scored however, we will use it to inform a review of our scoring of question 1.B and question 1.d which might moderate that scoring up or down by one grade. E.g., a score of 40 could be upgraded to a score of 60, and downgraded to a 20 only.</p>	0%
Commercial Evaluation 35% (35 is the max available scores for the Pricing Evaluation)	Commercial (Price)	Part A	Price for Panel	28
		Part B	Additional Research Services	7

5. CONTINUOUS IMPROVEMENT

- 5.1 The Supplier shall maintain open channels of communication with the Authority to resolve issues, share lessons learned and present new ways of working during the DPS Agreement review meetings. Any proposed new ways of delivering the Services shall be brought to the Authority's attention and formally agreed prior to any changes being implemented.

6. SOCIAL VALUE AND SUSTAINABILITY

- 6.1 Social value will be evaluated as part of this procurement, in accordance with PPN 06/20.
- 6.2 As part of the evaluation, we will ask Bidders to work with the Insight team to develop an acceptable and timely plan to deliver Social Value should your score for this question fall below the desired scores. Attachment 3 – How to Bid Document provides details of the Marking scheme with minimum / desired scores.

7. PRICE

- 7.1 Bidders are required to provide costs on the pricing model.
- 7.2 Prices are to be submitted via Atamis (Attachment 5 – Price Schedule) excluding VAT and including all other expenses relating to Contract delivery.
- 7.3 The weighting of scores for the pricing evaluation is 35% i.e., the max available score is 35. Therefore, weighting of 35% will not be applied when calculating your score

8. STAFF AND CUSTOMER SERVICE

- 8.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 8.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 8.3 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.
- 8.4 The Potential Provider shall communicate all changes to the Key Personnel as defined in the Call Off Contract throughout the Term.

9. PAYMENT AND INVOICING

- 9.1 The Supplier shall issue invoices monthly in arrears. The Customer shall pay the Supplier within thirty (30) Working Days of receipt of a Valid Invoice, submitted in accordance with this paragraph Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 9.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 9.3 Invoices should be submitted to: [REDACTED]
- 9.4 No invoice will be accepted without a valid Purchase Order reference.