

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

### Part 1: Letter of Appointment

Department for Transport  
Great Minster House  
33 Horseferry Rd  
Westminster  
London  
SW1P 4DR

Dear REDACTED

### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement RM6018 between CCS and the Supplier dated 16/02/18.

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

Order Number:	To be confirmed following award by the Customer.
From:	Department for Transport ("Customer")
To:	Ove Arup & Partners Limited ("Supplier")

Effective Date:	10/06/19
Expiry Date:	End date of Initial Period: 09/06/20 End date of Maximum Extension Period: 09/12/20 Minimum written notice to Supplier in respect of extension: 4 weeks

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none"><li>· the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B.</li></ul>
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Key Individuals:	<b>Customer</b> REDACTED <b>Supplier</b> REDACTED
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[Guarantor(s)]	N/A
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Contract Charges (including any applicable discount(s), but excluding VAT):	<p><b>Capped Costs</b></p> <p><b>REDACTED</b></p> <p>The Capped cost for the Project will be £104,572.00 exc. VAT, as per the Supplier's submitted proposal.</p> <p><b>REDACTED</b></p> <p><b>Payment</b></p> <p>REDACTED</p>
Insurance Requirements	Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Customer billing address for invoicing:	<p>Invoices must quote the correct Purchase Order Number and should be submitted as directed in the Purchase Order to:</p> <p style="text-align: center;">REDACTED</p>

Alternative and/or additional provisions (including Schedule 6 (Additional clauses)):	N/A
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#### 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:**

Name and Title: REDACTED

Signature: REDACTED

Date: REDACTED

**For and on behalf of the Customer:**

Name and Title: REDACTED

Signature: REDACTED

Date: REDACTED

## ANNEX A

### Customer Project Specification

Issued on 16/04/2019, an extract of which can be seen below.

#### 1. DEFINITIONS

##### 1.1

Acronym	Definition
DfT	Department for Transport
TS	Transport Scotland
Transport User (personal benefit)	Monetary estimates of the benefits to existing and new passengers.
Transport Provider (commercial benefit)	Monetary estimates of the benefits on transport operators' revenues.
Wider economic/social benefits	Estimates of how interventions affect productivity, employment etc and reduce/or costs to local public services.

#### 2. SCOPE OF REQUIREMENT

- 2.1 The research will estimate the benefit of improved accessibility from specific interventions for all passengers, both disabled and non-disabled. For instance, audio/visual announcements on buses/trains of the next stop will have benefit to both disabled and non-disabled passengers.
- 2.2 The research will estimate the commercial benefit for transport providers, for example from increased patronage, as a result of improved accessibility.
- 2.3 The research will estimate the wider economic and social benefits including of cross sector impacts (e.g. reduced health and social care costs) and broader economic impacts (e.g. increased participation to economic activities).
- 2.4 The work will cover England and Scotland only. Any issues relating to cross-border services (i.e. those crossing the borders between England and Wales) should be flagged up in the study's report and conclusions.
- 2.5 The focus of this research is on collective passenger transport (bus, train, tram, coach, air travel, maritime travel, and underground) including interchange between modes.

### 3. THE REQUIREMENT

**Key research question: what are the transport user, transport provider, and wider economic/social benefits of specific interventions intended to make transport more accessible to disabled people?**

3.1 The objective of the research is to develop a robust methodology to estimate the benefits of making our transport system more inclusive and accessible, specifically:

- Transport user (personal) benefits - experienced by passengers and potential passengers. They should include benefits to all passengers, not just passengers with impairments.
- Transport provider (commercial) benefits - increase in patronage and revenue for transport operators through accessibility improvements.
- Wider economic/social benefits - macroeconomic impacts of making transport more accessible, including gross value added, productivity, employment etc. Cross sector benefits such as reduced health and social care costs.

3.2 The research should provide outputs that are useful both within government and to commercial transport operators. The values to be used within government should be in line with the principles set out in the Green Book<sup>1</sup> and in the DfT's WebTAG, and aspire to be included within a future update to WebTAG guidance<sup>2</sup>.

3.3 The research should cover the impacts of interventions on the entire population rather than just existing users. A suggested framework for the different types of impacts of interventions is below. All of these impacts fall within the transport user benefits category:

#### **i. Impacts on existing disabled passengers**

These are the most important impacts to capture and usually reflect the main rationale for the policy. Disabled passengers should experience a direct benefit due to improved journey quality and may also decide to travel more often.

#### **ii. Impacts on existing non-disabled passengers**

There are often large impacts from accessibility improvements on users outside of the specific target group. For instance, introducing step free access in stations benefits users with pushchairs and heavy luggage as well as wheelchair users. Passengers will find travelling easier and may decide to travel more often.

#### **iii. Impacts on new passengers**

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<sup>1</sup> The Green Book: appraisal and evaluation in central government. Available at

<https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>

<sup>2</sup> Transport Analysis Guidance – WebTAG. Available at <https://www.gov.uk/guidance/transport-analysis-guidance-webtag>

Accessibility improvements may incentivise new passengers (both disabled and non-disabled passengers) to start travelling with the relevant mode(s) of transport. The new passengers will experience a direct benefit from the accessibility improvement, and will also generate new revenue from new passengers.

**iv. Impacts on wider population who don't currently use the targeted mode.**

The wider population may experience an option value from an accessibility improvement. It does not affect their travel currently, but they recognise it could make travel easier for them in the future.

They also could experience an altruistic benefit. They are willing to pay for an improvement that benefits others in society. For example, for an employer, an accessible transport network widens their pool of suitable candidates.

- 3.4 The research should seek to assess the impacts of accessibility improvements on passengers who face cognitive and mental impairments, as well as those who face physical or sensory impairments. The impacts of accessibility improvements on cognitive and mental impairments is under researched relative to the impacts on improvements on those with physical or sensory impairments.
- 3.5 This research should seek take into account the end-to-end journey. The majority of existing research has been mode specific and focused on infrastructure improvements. There has not been sufficient research of the effects of improvements to interchange between modes, to booking and planning a journey, and to the quality of staff assistance.
- 3.6 A suggested list of potential interventions to assess are laid out in Table 1 in Appendix A.

**Work Required**

- 3.7 This project will be broken down into two phases (a scoping stage and a research stage) separated by a contract option.
- 3.8 Phase 1: Scoping Stage: The researchers should develop a proposed robust methodology for estimating economic benefits from a list of interventions. They will also develop a list of prioritised interventions to be included within the research.
- 3.9 Phase 2: Research Stage: The researchers will carry out research in line with the methodology set out in the scoping stage on an agreed list of interventions and produce a publishable report summarising their findings.

**Phase 1: Scoping Stage**

- 3.10 There are two tasks to be completed within Phase 1 of the research:
  - i. Develop a list of interventions to be included within the scope of the research
  - ii. Develop a robust methodology for the research to be carried out within Phase 2
- 3.11 The list of interventions to be included within the scope of the research should be prioritised using a set of criteria. Suggested, but not exclusive set of criteria include:

- i. Strategic rationale: To what extent does the intervention improve transport accessibility for disabled people? How valuable are the benefits to the disabled people?
  - ii. Feasibility: How feasible would it be to carry out research on this intervention? How likely is research into this topic to provide useful outputs?
  - iii. Wider benefits: How large are the benefits to commercial operators and wider society?
- 3.12 Although the research should estimate the benefits of interventions for all transport users, it will be important to prioritise interventions that make a material difference to transport accessibility for disabled people.
- 3.13 The interventions should look to include those listed in Table 1 in Appendix A. The Supplier shall prioritise within the initial list and is also encouraged to provide new, achievable and cost effective interventions to be included within the scope of the research. The Supplier shall suggest several list options for DfT's consideration, with supporting rationale.
- 3.14 The proposed methodology for the research should provide proposals for how this will robustly estimate the benefits outlined above.
- 3.15 The project will likely require primary research in order to provide new insights into the benefits of accessibility improvements, capturing visible and non-visible disabilities. In 2015 the department commissioned a literature review<sup>3</sup> of existing evidence, and it is unlikely that there have been significant developments in the literature since the review was carried out. The Supplier shall use any of the below methods in their proposal, with a supporting rationale:
- Willingness to pay surveys
  - Passenger surveys (e.g. the National Transport Survey Panel)
  - Household surveys
  - Interviews/data collection from transport operators.
  - Revealed preference
- 3.16 Other methods could also be appropriate if they are shown to be cost-effective and robust.
- 3.17 At the end of the stage the Supplier shall provide the following outputs:
- **A slide pack summarising the recommended list of interventions to take forward** into the second stage of the research and the proposed methodology, focusing on how the proposed methodology will lead to the desired outputs. (There is no requirement in terms of quantity of slides, but it should provide a comprehensive overview of the proposed interventions and methodology).

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<sup>3</sup> The Impact of a Person's Impairment when Accessing Transport and the Social and Economic Losses as a Result of Restricted Access: Rapid Evidence Review – Final Report. Integrated Transport Planning Ltd and Plymouth University, for the Department for Transport, October 2015. Unpublished, available on request.is there

- **A presentation** of the slide pack to the steering group in DfT, by the appropriate team members. The steering group will be made up of DfT and Transport Scotland officials and relevant academics/external experts.
- **A report** outlining the rationale behind selecting the recommended list of interventions, the proposed methodology for the primary research and how the methodology will be to best approach to achieve the desired outcome. (There is no page limit specified for the report, but it should succinctly cover all the required deliverables).

### Contract option

- 3.18 The decision on whether to continue or not with the contract past Phase 1 is entirely within the Department's discretion. A decision will be taken on whether to continue the contract at a steering group meeting following the delivery of the presentation to the Department.
- 3.19 The Supplier shall use the deliverables from Phase 1 to judge whether the information that will be gathered from Phase 2 of the research will be of sufficient quality to merit continuing with the project. As well as plans for carrying out primary research, the Supplier shall provide an assessment of the likelihood of successful information gathering, and the expected level of confidence in the results.
- 3.20 The outputs from Phase 1 of the research should be presented to the Department including the decision criteria used to make a recommendation on continuing with Phase 2, and the potential research approach.
- 3.21 As part of both Phases 1 and 2, the Department wishes to agree the final form/questions/formats used in interviews, and the tenderer should demonstrate how they intend to build this assurance into their project plans. This assurance can be done by email.

### Phase 2: Research stage

- 3.22 The purpose of Phase 2 of the research is to:
- Carry out primary research scoped in Phase 1 of the research
  - Present evidence in a final report
- 3.23 The Customer intends to have an expert external peer reviewer look over the research and provide comments and recommendations. The peer reviewer will be contacted separately from the main contract, but this should be included within the project plan.
- 3.24 At the end of the stage the Supplier shall provide the following outputs:
- **Presentation to the Customer steering group** summarising progress in research and then final results.
  - **A technical report** with supporting annexes
  - A concise and readable **summary report**

- **All data, information and spreadsheets etc** collected and developed throughout the project.

3.25 The Technical note shall include:

- i. A twenty plus page main report that is clearly written, covering the key aspects of the project (method, findings), with recommendations for further research.
- ii. Technical appendices detailing the methodology for potential replication, research outputs/results and discussion of use in appraisal and post-implementation evaluation.

3.26 The Summary report shall be concise with the text readable to a lay audience, it will include:

- i. One-page summary of key findings (potentially presented visually)
- ii. Three to four-page executive summary of the research.

3.27 Both the summary and technical report must be available in accessible formats, for instance tagged PDF, MS Word or equivalent, and shall use “social model” language throughout.

3.28 At the end of Phase 2, a presentation will be made to the Department, detailing the findings of the research and must also discuss how robustly the research questions were answered and the limitations to the study.

#### **4. KEY MILESTONES AND DELIVERABLES**

4.1 An indicative timescale of 12 months is proposed for the completion of the project. This is allowing for up to 3 months for Phase 1 and up to 9 months for Phase 2.

4.2 Specific details of the research deliverables are outlined in ‘the requirement’ section. The below table lists these deliverables and provides indicative completion dates.

4.3 The Customer will hold an inception meeting with the Supplier to agree a final project scope, project plan and timeline with milestones.

<b>Milestone/Deliverable</b>	<b>Description</b>	<b>Timeframe</b>
1	Phase 1 slide pack	Within week 12 of Contract Award
2	Presentation of phase 1 slide pack	Within week 12 of Contract Award
3	Phase 1 report	Within week 52 of Contract Award
4	Phase 2 summary report	Within week 52 of Contract Award
5	Phase 2 Technical report	Within week 52 of Contract Award
6	All data, information and spreadsheets collected and developed	Within week 52 of Contract Award

## **5. MANAGEMENT INFORMATION/REPORTING**

- 5.1 Throughout the Contract fortnightly progress meetings will be required between the Supplier and the Customer, plus other meetings as necessary. This could be face-to-face, teleconference or electronic platform, and will be agreed at inception, between the Supplier and the Customer.

## **6. CONTINUOUS IMPROVEMENT**

- 6.1 Major changes to the way in which the research is being delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

## **7. SUSTAINABILITY**

- 7.1 There are no sustainability considerations as part of this project. The Supplier shall follow its own sustainability policies.

## **8. QUALITY**

- 8.1 No standard accreditations are required for this project. The Supplier's quality of project delivery will be measured in line with the Service Levels and Key Performance Indicators as stated at section 11.

## **9. STAFF AND CUSTOMER SERVICE**

- 9.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 9.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard, as outlined in the table below.

Essential skills	Desirable skills
Social research skills, including designing surveys, data collection and running interviews in accordance with relevant academic and professional best practice	Prior experience of working with the Department. However, this is not essential and experience within the public sector will be equally acceptable.
Experience of economic appraisal and developing evidence to be used in economic appraisal.	
Project management skills;	
Ability to produce data visualisations and professional research reports, aimed at a non-specialist audience;	
Experience of working effectively and sensitively with stakeholders	
Prior knowledge or experience of work of accessible travel improvements	

9.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

## 10. SERVICE LEVELS AND PERFORMANCE

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

10.2 The Supplier shall make every effort to stick to the dates submitted within their proposals. However, if unforeseen circumstances dictate a change in deliverable date, the Customer should be notified as soon as practicable, with a clear plan setting out the work going forward.

10.1 This project will be broken down into two phases. If the performance is not considered sufficient at the end of Phase 1, the project will not be taken forward into phase 2.

10.2 The decision on whether to continue or not with the contract past Phase 1 is entirely within the Department's discretion. A decision will be taken on whether to continue the contract at a steering group meeting following the delivery of the presentation to the Department.

10.1 In the event of poor performance through the failure to deliver the SLAS/KPIs to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue.

10.2 Continued failure to meet the service level agreements, defined as twice within any rolling 3 month period, will trigger a performance review meeting and the drafting and implementation of an Improvement Plan. This Improvement Plan must be satisfactorily delivered within 30 days of the agreed plan. Where the Supplier fails to deliver an Improvement Plan to the required standard, the Authority/Customer reserves the right

to terminate the services in line with Attachment 5 - Terms and Conditions of RM6018 Research Marketplace.

- 10.3 The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 10.4 The Customer reserves the right to terminate the contract early if poor performance continues. The Supplier shall receive formal written warnings and would receive 3 months' notice if the Contract termination was to be initiated.
- 10.5 The Customer will monitor the work of the Supplier throughout the Project through regular contact between the Supplier and the Customer's day-to-day contact.
- 10.6 The Customer will manage poor performance by the Supplier as set out in section 10 and in line with the terms and conditions of the resultant Contract.

## **11. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 11.1 There are no specific security requirement in relation to the Supplier's staff.
- 11.2 Details of the results/deliverables of the contract should not be shared without the Department for Transport's agreement.

## **12. CONTRACT MANAGEMENT**

- 12.1 This work will be completed by the Supplier's team. They will report to a DfT steering group. The steering group will contain the project manager, project sponsor and a number of Department and external experts. The Customer will expect regular contact via telephone and email during the project, aside from the formal meetings scheduled at the DfT London office.
- 12.2 The Supplier shall provide a project initiation document, project plan with timelines, risk register and risk management strategy. The Customer also require:
  - A face-to-face project initiation meeting with the Supplier at the beginning of the project, with minutes/actions taken by the Supplier and sent by email for confirmation,
  - Updates on progress over the phone with minutes/actions taken by the Supplier and sent by email for confirmation (regularity of these updates to be agreed at inception meeting),
  - Ad hoc conversations with the Supplier's project manager or Customer nominated experts, as required.
- 12.3 Performance and progress will be monitored through regular communication between the Supplier and the Department's Contract Manager. It is expected that frequent progress reports / meetings / teleconferences will be required to ensure the project stays on track to deliver to a challenging timescale. It is expected that there will be fortnightly teleconferences and formal steering group meetings after each of the milestones, in order to give the project board an opportunity to comment on the deliverables.

12.4 There should be a conversation between the project manager and the team two weeks in advance of each milestone, to ensure that there is enough time to respond to any issues as they arise, as well as meetings after each milestone, to ensure deliverables are to the satisfaction of the Department.

12.5 The Department will not reimburse additional travel and subsistence costs that have not been submitted within the bidding price.

### 13. LOCATION

13.1 The project team will be based externally, but the project board will be located in Great Minster House in London.

### 14. Appendix A

**Table 1: potential list of specific interventions to improve transport accessibility**

<b>Journey Stage</b>	<b>Accessibility Standard</b>	<b>Summary</b>
Journey Planning	Information on the accessibility of transport modes	Those who face impairments can find out if a mode of transport is accessible to them. The information should be accessible online, in hard copy and through a helpline.
Journey Planning	Information on the availability of assistance	Those who face impairments can find out if they will receive assistance at a given stage during their journey. The information is accessible online, in hard copy and through a helpline.
Journey Planning	Accessible Journey Planning Services	Journey planning services (e.g. Citymapper, Google Maps) can be used by people with a range of access needs (including cognitive and mental impairments). There are two key elements:  (i) The journey planning services themselves are accessible, e.g. work with screen-reading software; and (ii) Journey planners provides all relevant information on accessibility of transport modes, and availability of assistance for end to end journey.
Journey Planning	Training on travel planning	Individual training to disabled people on how to plan and take journeys
Booking travel	Accessible Booking Websites	Booking websites and apps are accessible to people with a range of access needs (including cognitive and mental impairments.)

Booking travel	Booking Assistance	Assistance on transport mode can be booked in advance by phone via a dedicated helpline and online. Booked assistance can be further differentiated by the length of the notice period required to book assistance.
Booking travel	Single portal for booking assistance	One single accessible portal can be used to book assistance across operators and across modes
Built environment	Accessible crossings	There is tactile paving and rotating cones and dropped kerbs at crossings.
Built environment	Local area navigation systems	Phone application or Bluetooth devices that provides audible directions via earphones.  Physical forms of navigation, e.g. tactile paving.
Built environment	Safe navigation of streets	The impact of street clutter, delineation between the road and the pavement, and pavement parking
Built environment	Accessible toilets, seating and 'safe places'	Ability for disabled passengers to access amenities that make journeys easier to make
Stations, Stops, Air and Sea Port Terminals	Audible and visible information at bus stops, train stations, and air and sea port terminals	There are audible and visible announcements at bus stops, train stations, and air and sea port terminals. They provide information on all of the following: services, departure times and facilities.
Stations, Stops, Air and Sea Port Terminals	Level access to vehicles	People using wheelchairs are able to move easily and independently between vehicle and station/stop/terminal. This will make travel easier for people using wheelchairs, pushchairs, with heavy luggage and the visually impaired.
Stations, Stops, Air and Sea Port Terminals	Consistent access to kerbside for taxis/PHVs collecting disabled passengers	Disabled passengers are able to board taxis/PHVs from any point on the pavement within a designated arrival/departure zone.
Stations, Stops, Air and Sea Port Terminals	Provision of accessible ticket machines	Disabled passengers are able to use ticket machines designed to be accessible for them at stations and bus stops

Stations, Stops, Air and Sea Port Terminals	Accessible toilets, seating and 'safe places'	Ability for disabled passengers to access amenities that make journeys easier to make
Staff interaction	All staff with passenger contact have completed disability awareness training	Staff have completed disability awareness training (in, at least, the last 5 years) and are able to provide assistance and support to travellers with a range of accessibility needs (including mental and cognitive impairments.)
Staff interaction	Staff assistance available at stations and stops without booking requirement	Staff are available to provide assistance to disabled people at stations and stops. There is no requirement for advanced booking. E.g. the Special Assistance Service provided at airports is immediately available, i.e. waiting time of no more than 5 minutes.
Staff interaction	Staff provide assistance with interchange	Staff provide assistance with interchange to/from their given mode. E.g. train staff taking passenger to bus stop
On-board vehicles	Wheelchair accessible PHVs and Taxi	Wheelchair accessible PHVs can be booked in the same time as booking being made for non-disabled passengers
On-board vehicles	Audible and visible information on trains/buses and water-bus services, such as the Thames Clipper	Next stop and end destination information is available in accessible formats on both trains and buses. Information is also available on the accessibility of facilities, e.g. accessible toilets
Autonomous vehicles	Human and machine interaction is accessible	The Heathrow personal transport pods, the driverless pod shuttle service at Greenwich and other examples of autonomous vehicles already in operation/ being trialled are fully accessible to disabled people

**ANNEX B**  
**Supplier Proposal**  
REDACTED

## **Part 2: Contract Terms**

Please see CCSN19A15 Attachment 5 Contract Terms