

Guide to the Dynamic Purchasing System (DPS) Agreement for Consumer Insights

About Energy Systems Catapult.

The Energy Systems Catapult (ESC) is one of a network of elite technology and innovation centres set up by Innovate UK. The ESC works with companies that are focused on exploiting the opportunities created by the need to transform global energy systems; not only playing a part in accelerating technology based solutions, but also engaging with Government to address the market mechanisms and business models that will be required to enable such solutions.

The ESC will create a critical mass for business and research innovation, focusing on electricity, heat and combustible gases. This centre will be an important part of the UK's innovation system, making a major long-term contribution to UK economic growth.

Introduction to Consumer Insight at the Energy Systems Catapult

Consumers should be at the heart of transforming the UK energy system to meet carbon reduction targets and achieve our clean growth ambitions.

Our mission is to help innovators to de-risk their innovation by supporting them in developing high quality, low carbon products and services that people are going to like. We do this through research to understand consumer needs, design to develop prototype solutions and trials to see what works in reality.

Energy Systems Catapult offers a range of Consumer Insight assets and expertise that combine cutting-edge data science, user-experience design thinking and in-depth consumer research to help innovators see beyond what people say and understand what they do.

Our Consumer Insight team offers a number of assets:



Consumer Insight



We help innovators see beyond what people say to understand what they do by applying market research and digital design to trial new products and services in the real world.

Research Find out what people want.	Design Create great experiences.	Trials Test and learn in the real-world.
<p>Home Truths®: We provide rapid, cost-effective consumer feedback on a product, service or policy idea with our online panel of 000's of UK households.</p> <p>Segmentation: We can segment people into similar groups to provide a quantified appraisal of your product or service.</p> <p>See beyond what people say: We can provide access to various studies and models to understand how people's lives shape energy use.</p>	<p>Discovery Workshops: We can help map out how customers' experience a product or service, then use simple exercises to structure creativity.</p> <p>Prototyping: We can help turn your concept into a prototype to gain feedback on with our service designers and UX experts to quality and de-risk your idea.</p> <p>Market-ready experiences: We can help start the design development cycle of a product or service, and build a winning digital experience that is consumer-proven, technically robust and developer-ready.</p>	<p>Usability testing: We can test your product or service before launch making sure people can understand and use an innovation.</p> <p>Diary studies: We can find out how people use your product or service so you can develop and make improvements.</p> <p>Living Lab: We can provide a platform to soft launch your product or service in the real-world to check it works before opening your gates to the public.</p>

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More information about one of ESC/CI long-term projects can be found at <http://www.peoplelab.energy/>

1. Overview of the DPS

The application process to be appointed to the **Consumer Insights DPS** is being issued by Energy Systems Catapult (ESC) as part of a competitive procurement exercise in accordance with the principles of the "Dynamic Purchasing System (DPS) procurement procedure as described under the Public Contracts Regulations (PCR) 2015 (as amended from time to time).

This document provides you with the details required to apply to become an Appointed Supplier to ESC and the Consumer Insights Department.

Contents;

- Introduction to ESC's CI dept.
- DPS Information including the Lots
- Award of work under the CI DPS agreement

Appendices attached.

- CI DPS Appendix 1 - Term & Conditions
- CI DPS Appendix 2 - Scope of Services & criteria
- CI DPS Appendix 3 - Application checklist
- CI DPS Appendix 4 - Supplier Expense Policy
- CI DPS Appendix 5 - Lot selection list
- CI DPS Appendix 6 - Standard Questionnaire & Declarations

Please ensure you have read and understood the contents of this guide prior to applying to join the CI DPS Agreement.

2. What is a DPS Agreement?

A DPS is an agreement between one or more Buyer/s and one or more Suppliers which establishes the terms (in particular the terms and conditions,) under which the Supplier will enter into one or more contracts with the Buyer/s in the period during which the DPS Agreement applies.

The value of the DPS is the estimated value of all contracts envisaged to be awarded under the agreement during its duration and is for guidance only and the final value of works issued under the DPS may be significantly different from the estimated value.

DPS Agreements do not in themselves create any contractual obligations, until a Works order and or a Purchase order is issued and signed an Appointed Supplier and ESC.

For the avoidance of doubt ESC will only be making a contractual commitment to the Appointed Supplier for the specified services from that Appointed Supplier only and upon ESC issuing the Works and or an official Purchase Order and both parties signing the Works Order, where only a purchase order is issued to the Appointed Supplier this forms a binding agreement upon both parties.

3. DPS Framework Agreement Information

The DPS Agreement is a Multi-Supplier DPS Framework Agreement and split into the following Lots (additional Lot detail is provided in Appendix 1):

Lot No./ Name
LOT 1 -Full-Service Qualitative Research
LOT 2 -Full-Service Quantitative Research
LOT 3 -Recruitment & Fieldwork Logistics
LOT 4 -User Requirements
LOT 5 -Creating Design Tools

LOT 6 -Experience Design
LOT 7 -Experience Testing
LOT 8 -Text Support
LOT 9 -Marketing and Communications
LOT 10 -Transcription and Content Analysis
LOT 11 -Web & App Development

Duration & Value

The duration of the DPS will be 5 years commencing 22nd June 2020 with the option for ESC to extend for a further period of up to a further 5 years, at the sole discretion of ESC and subject to satisfactory performance of the DPS and the supplier.

It has been estimated that a total budget of circa £1 million may be spent over the initial term of the CI DPS however, this may increase depending on ESC winning projects and or additional external funding. Awards against each lot and Appointed Supplier will be tracked throughout the duration of the DPS by ESC Procurement. There is no minimum or maximum that any individual Appointed Supplier may be awarded during the life of the DPS.

NB: For the avoidance of doubt ESC does not offer or infer any guarantee to any Appointed Supplier/s will win any call for competition issued under this DPS Framework Agreement and therefore ESC does not offer or infer any guarantee of annual spend and or volumes of works whatsoever to any Appointed Supplier or Suppliers. ESC may terminate the DPS framework agreements/contracts at any time if ESC deems it not fit for purpose by giving 30 days written notice to all Appointed Supplier.

4. Terms & Conditions

To be appointed to the DPS agreement you must agree to the standard terms and conditions and there will be no negotiations any supplier who does not agree to the attached Framework Terms and Conditions should not apply.

For the avoidance of doubt the ESC standard Terms and Conditions are NON-NEGOTIABLE and by submitting an application to join the DPS you are automatically agreeing the standard terms and conditions, and should you request any amendments at a later date your application will be rejected and or your contract will be terminated with immediate effect and ESC will not give further consideration to your application or enter into any correspondence where a contract is terminated.

A Works Order and or a Purchase Order will be issued for each individual project and any project specific conditions within the Works Order will be subject to mutual agreement and limited negotiation may be undertaken..

5. Insurances

All Suppliers appointed to the DPS have self-certified to holding the correct levels of insurance as detailed in the Conditions and are set out below, however, if you do not hold this level of insurance please state what your current levels of insurance are and provide copies of your insurance certificates with your application and ESC may at its sole discretion accept lower levels of cover.

However, ESC has the right to request an increase to these levels of Insurance, commensurate with their requirements and if any Appointed Supplier is unable to agree to an increase then ESC will offer the work to an alternative Appointed Supplier.

Professional Indemnity:	Two million pounds (£2,000,000)
Employers Liability	Five million pounds (£5,000,000)
Public/Products Liability	Five million pounds (£5,000,000)

6. Calls for Competition and Award of work under the DPS

ESC will issue a Call for Competition (CfC), a CFC will be one of the following type of event Mini Tender, RFP, RFI or Quotations depending on the value and complexity of the work for each project that falls under the CI depts responsibility. The CfC will set out the specific scope and any specific requirements and it will be issued to all Appointed Suppliers under the specific Lots for example if the scope falls under Lot 1 & 2 then all Appointed Suppliers under those Lots will be invited to submit a proposal.

It is the supplier's choice whether to bid or not and should you decide not to bid it will not affect any future opportunities and will not be held against you. To be very clear each supplier start with a clean slate and has an equal chance of winning each CfC that is issued regardless of how many or few previous event you have chosen to take part in or not as the case may be!

For low value projects ESC will seek simple proposals and quotations rather than fully detailed tender proposals. ESC will where possible keep the level and complexity of response proportionate to the value of the project on offer.

Each CfC will detail the scope of service and any limits on the size of proposal and what is expected to be submitted. Where appropriate ESC will impose limits on the proposals by using a word count and or page count. Please remember once you are an Appointed Supplier, we do not need to see any sales and or marketing information within any proposals you submit as we know who you are and what you can do.

Upon ESC selecting an Appointed Supplier to undertake a project ESC will always issue a valid Purchase Order. For higher value and or complex projects a Works Order setting out the specific requirements and referencing the supplier's proposal/or quotation and a Purchase Order will be issued. However, for low value work ESC may only issue a purchase order which will specify any requirement and this will normally be for any work valued under £5,000 but may be up to £10,000.

7. Reporting arrangements

The Appointed Supplier and their personnel provided to deliver any Service(s) under this DPS Agreement shall report directly to, and only take instructions from the nominated individual(s) for ESC advised on award of any service to be delivered and will normally be stated within a Works Order and or Purchase Order.

8. Expenses

Within in any Supplier's proposal where travel & subsistence costs are identified separately and or have been approved by ESC over and above any agreed costs they will be reimbursed at cost against proven VAT Invoices/Receipts in-line with the ESC Supplier Expense Policy (copy attached).

The Nominated ESC representative must agree all travel and expenses with the Appointed Supplier in writing and once agreed should not be exceeded, without ESC's further agreement in writing. All Travel and Subsistence must not exceed the rates set out within the ESC Supplier expenses policy (see Appendix 4) unless there are special circumstances that is out of either parties control and any the ESC nominated representative must agree the

excess before any costs are incurred by the Supplier otherwise ESC reserves the right to reject any claims over and above the set rates.

For the avoidance of doubt, Appointed Suppliers shall be responsible for arranging and booking their own travel and accommodation and any and all relevant travel insurance to include vehicle insurance and failure to obtain prior approval may result in part and or all of the claim will be rejected and will be the sole responsibility of the Supplier.

9. Pre-Market Engagement

Initial project seminar/webinars

Where it is deemed appropriate ESC will invite all Appointed Suppliers to attend seminar's/webinars where ESC has a major project and wishes to engage with all Appointed Suppliers to enable ESC to gather market information and provide further insight into the CI market place and to help build relationships and understanding between parties. Please note under normal circumstance the Supplier will be responsible for any and all costs to attend a seminar/webinars and will not be able to claim any costs and expenses associated with attending.

10. Scope of Work

For each project, the Appointed Suppliers will be required to meet and or undertake but not limited to the following general requirements.

- Upon award of a contract/ works order, attend meetings with the ESC project team and other Suppliers connected to the project (with additional meetings and conference calls arranged as required during the project) at ESC locations in either London, Birmingham or Derby and or via conferencing software
- Work/Collaborate with any other ESC Suppliers under guidance and direction provided by the ESC using agile project methods.
- Meet or exceed the set deliverables for the project.
- Report findings and recommendations to ESC
- Make any Document findings and recommendations to ESC

11. Award of Work or Calls for Competition (CfC) & evaluation of all CfC shall be based on but not limited to the following process & criteria.

- Submission of a proposal of any kind setting out how they will meet the requirements and the cost to meet the requirements and must be valid for 90 days unless otherwise agreed.
- ESC will evaluate all submitted proposal to see how closely your capability's and proposal match's to project brief and;
 - How closely the experience and qualifications of proposed delivery team match ESC's requirement.
 - Your proposed methodology.
 - Timings and how you will meet the deliverables.
 - Total lifecycle cost including all expenses and disbursements; (ESC may compare proposed cost against from a variety of market sources and or by using a third party cost consultants)

If deemed proportionate to the value of the specific project ESC reserves the right to carry out Stage 2 of the CfC process – and include an Interview / Presentation, as part of the CfC

process with the shortlisted suppliers (this may be the top 2 highest scoring bids or more if deemed appropriate). The evaluation of this stage will be based upon the undernoted criteria:

- Overview of Proposal.
- Demonstration of technical skills & experience of delivery team.
- Q&A clarifications specific to the appointed supplier bidding (not scored);

Bidders shall remain responsible for all of their own bid costs, including travel to and from premarket engagement events

Weightings applied to all of the above criteria will be dependent on the individual requirements and will be advised at time of publication of the Mini Tender documentation. Some examples are shown below;

Description	Price/Technical Ratio %
• Low Value/High Volume	90:10 to 80:20
• High spend area • Commercial involvement can influence price.	70:30 to 60:40
• Strategic to Operations • Large Spend Area • Specification may be complex	60:40 to 50:50 to 40:60
• Complex specifications • If supply fails, impact on organisation could be significant.	40:60 to 10:90

Mini Tender/RfP submissions will be scored in-line with the marking scheme detailed below unless otherwise stated in the invitation to take part. A scoring of less than twenty (20) on any of the responses to the evaluation criteria questions will result in the Mini Tender response being rejected in its entirety.

Score	Marking Scheme
0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable contractor.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.

80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

12. Contact Details

For audit purposes, any and all communication must be via email.

For any and all issues connected with the DPS applications process must be sent to

procurement@es.catapult.org.uk

Emails must be correctly addressed, and the subject line must show the email is relating to your CI DPS application:

“CI DPS Application”

and incorrectly addressed Emails will not be read and will be deleted.

All “Calls for Competition” will be issued by email to the relevant Appointed Suppliers and therefore it is vital that all suppliers ensure they keep their nominated contact email up to date and you may have a maximum of 2 contact emails where any CfC opportunities will be sent.

Please note It is the sole responsibility of Appointed Suppliers to any Lot(s) within this CI DPS Agreement to ensure their contact details are correct and up to date at all times and any changes must be sent to ESC procurement team at the above email. ESC is not responsible for missed opportunities due to incorrect contact information.