



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

Part 1: Letter of Appointment

REDACTED

Email: REDACTED

Dear REDACTED

Letter of appointment – Provision of Sexual Harassment – Literature Review and Survey CCMK19A03

This letter of Appointment dated 14/05/2019 is issued in accordance with the provisions of the Research Marketplace Agreement (RM6018) between CCS and the Supplier.

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

Order Number:	To be provided post award.
From:	Government Equalities Office (Cabinet Office)(Customer)
То:	I.F.F Research Limited (Supplier)

Effective Date:	The contract will commence after Award Of Contract on the 17 <sup>th</sup> May 2019 for a period of Six (6) months
Expiry Date:	End date of Initial Period 17 <sup>th</sup> November 2019 With the option to extend for another Six (6 months with relevant approval.

Services required:	Set out in Section 2, Part B (Specification) of the Research Marketplace Agreement and refined by:
	<ul> <li>the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B;</li> </ul>



Key Individuals:	(Supplier) REDACTED
	(Customer) REDACTED
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	Annex 1 - Contract Charges - Contract Terms. 1. For the avoidance of doubt, the total contract value shall not exceed £77,418.75 (excluding VAT) and will be paid on completion of the following deliverables as detailed in the table within Annex 1. 2. The Provider shall add VAT to the Contract Price at the prevailing rate as applicable and the Customer shall pay the VAT to the Provider following its receipt of a valid VAT invoice. 3. Invoices to be submitted in line with milestone payments to be agreed with the Customer. 4. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. © Crown Copyright 2018 3	
Insurance Requirements	(Clause 19.1 of the Contract Terms):	
Liability Requirements	Suppliers Limitation of Liability (Clause 18.2 of the Contract terms);	
Customer billing address for invoicing:	Invoices should be sent directly to Accounts Payable at REDACTED	

Alternative and/or additional provisions (including Schedule 8(Additional clauses)):
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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:

For and on behalf of the Customer:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:



#### ANNEX A

#### **Customer Project Specification**

## 1. PURPOSE

1.1 The Government Equalities Office (GEO) is seeking a Supplier to (a) conduct a broad literature review on sexual harassment in the workplace, and b) deliver a nationally representative survey exploring the prevalence and nature of sexual harassment. The final literature review should be delivered in June 2019 and the final report for the survey should be delivered in October 2019.

# 2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Government Equalities Office leads work on policy relating to women, sexual orientation and transgender equality. We are responsible for a range of equalities legislation. [https://www.gov.uk/government/organisations/government-equalities-office]

## 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Government strongly condemns sexual harassment and harassment of any sort in the workplace and outside it.
- 3.2 Following the Women and Equalities Select Committee inquiry into sexual harassment in the workplace and in public places (2018), GEO and the Home Office have made public commitments to "gather regular data on the prevalence and nature of sexual harassment". This research commission will seek to scope and commission a survey to deliver this commitment.
- 3.3 The aim of this research is to consolidate existing knowledge and to enhance our understanding of the prevalence and nature of sexual harassment in the UK.

## 4. **DEFINITIONS**

Expression or Acronym	Definition
GEO	Government Equalities Office
Sexual harassment	Sexual harassment is unwanted behaviour of a sexual nature, which violates a person's dignity, and/or makes them feel intimidated, degraded or humiliated and creates a hostile or offensive environment (Equality Act, 2010).

# 5. SCOPE OF REQUIREMENT

- 5.1 The Supplier will provide:
  - 5.1.1 A literature review of sexual harassment in the workplace.



- 5.1.2 Building on the literature review, deliver a nationally representative (UK) survey exploring the prevalence and nature of sexual harassment (in a variety of contexts) and associated research report of the findings.
- 5.2 We would expect the research to answer the following research questions:
  - 5.2.1 <u>Literature review:</u>
    - Who experiences sexual harassment in the workplace? Are certain demographics more likely to experience sexual harassment in the workplace (e.g. based on gender, age, ethnicity etc.)?
    - What are the most common forms of sexual harassment in the workplace (e.g. catcalling, inappropriate touching/comments)? Where in the working environment does sexual harassment occur?
    - Who are the perpetrators of sexual harassment in the workplace? What is the relationship between perpetrators of harassment and the people they harass?
    - Do people report workplace experiences of sexual harassment (formally or informally)? Who do they report it to? Were those who have reported sexual harassment satisfied with the outcome(s)? If they do not report, what are the reasons why?
    - What is known about bystanders that witness workplace sexual harassment? What have they witnessed? Did they intervene and or report? What was the outcome of any intervention or reporting?
    - What other measures of sexual harassment in the workplace exist? What questions have they included?
    - What, if any, policy recommendations and interventions have been made to reduce sexual harassment in the workplace? What, if any, recommendations have been made for employers and or employees? What evidence exists around the success of such policy recommendations?

#### 5.2.2 <u>Survey:</u>

- What proportion of people have experienced sexual harassment over the last twelve months?
- Who experiences sexual harassment? Are certain demographics more likely to experience sexual harassment (e.g. based on gender, age,



ethnicity

etc.)?

- What are the most common forms of sexual harassment (e.g. catcalling, inappropriate touching/comments)?
- Where and when does sexual harassment occur (e.g. workplace, public transport, educational setting, on the street, at a bar/nightclub, in a shopping centre, other)? Is there a link between situation and prevalence of certain forms of sexual harassment (e.g. catcalling is more prevalent on the street)?
- Is sexual harassment experienced directly or indirectly, how does this vary depending on the environment and form of harassment?
- Who are the perpetrators of sexual harassment? What is the relationship between perpetrators of harassment and the people they harass? Are they known or unknown?
- Do people report experiences of sexual harassment (formally or informally)? Who do they report it to? Were those who have reported sexual harassment satisfied with the outcome(s)? If they do not report, what are the reasons why?
- Have people witnessed sexual harassment? What have they witnessed? Did they intervene and or report? What was the outcome of any intervention or reporting?

# 6. THE REQUIREMENT

- 6.1 There are two components to the research that a Supplier is expected to deliver, a literature review and, building on this, a survey, answering the research questions above (section 5.2).
- 6.2 Literature review:
  - 6.2.1 The literature review will explore existing research (from the UK) on sexual harassment in the workplace. The type of review is open to supplier discretion, but the approach must be justified in the bid (e.g. rapid, systematic).
  - 6.2.2 The literature review will summarise the evidence that already exists on sexual harassment in the workplace, responding to the research questions outlined above.
- 6.3 Survey:
  - 6.3.1 The survey will be developed in conjunction with the contract manager and draw upon the insights generated from the literature review.



- 6.3.2 A nationally representative survey will also be conducted with a sample size to carry out sufficient sub-group analysis with a 2% (+/-) margin of error and 95% level of confidence. Sub-groups of interest are gender, age groups, those with a disability/long term health condition, and ethnic minority status. Please provide full details of sampling strategy, sample size calculations and response rate that would be needed to achieve different levels of certainty and the risks to associated sampling and connected costs.
- 6.3.3 Questions should be cognitively tested to ensure they work well and can be accurately interpreted by respondents, given the sensitive nature of the topic area. How this would be achieved should be set out in the bid.
- 6.3.4 The Supplier should propose and justify a suitable length for the survey in their bid. The length should be based on previous experience, and balancing the need to answer the identified research questions and sub-group analysis whilst ensuring sample size is achieved.
- 6.3.5 The mode of the survey will either be online or telephone. Suppliers should select a mode and make a fully justified case, considering all implications (e.g. for sampling, running time, confidentiality, handling of sensitive topics).
- 6.3.6 If it is felt that this research would require the use of incentives then the Supplier must explain the incentive considered and provide full details and associated risks and costs in their bid.
- 6.4 The Supplier must also explain within their bid how they will manage the sensitivities associated to the topic area and ethical implications for the survey. The survey will be submitted to GEO Research Board for ethical approval and the chosen Supplier will be expected to facilitate this.
- 6.5 We would expect both the written literature review and survey research report to a publishable standard and a final presentation of findings.

# 7. KEY MILESTONES AND DELIVERABLES

7.1 The table below sets out our anticipated timetable for the milestones and deliverables this work. We welcome the thoughts of the Supplier on whether this is appropriate and achievable. If a Supplier does not feel that it is possible to deliver the work within this timescale, they are invited to propose, what, in relation to the stated research aims and objectives, is achievable by this date. Please ensure that this is clearly articulated in the bid.



Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Project inception meeting	Within week 2 of Contract Award
2	Delivery of final literature review research report	No later than June 2019
3	Delivery of cognitive testing summary report	No later than July 2019
4	Survey in the field	No later than start of August 2019
5	Draft survey research report	No later than the end of September 2019
6	Finalised survey research report	No later than mid- October 2019

# 8. MANAGEMENT INFORMATION/REPORTING

8.1 The chosen Supplier will be expected to work and report to:

Rebecca Black (GEO Analyst) – contract manager Christina Connolly – policy lead Bridget West – policy lead Cross-Government working group on sexual harassment.

Reporting would likely take the form of weekly telephone updates at the start of the project, with the frequency adapting relatively to the work schedule. An initial inception meeting and final sign off meetings would be in person at the London office of GEO.

# 9. VOLUMES

9.1 This contract would be for one iteration of the literature review and survey. There is the potential that the survey could be repeated in following years, though this would be subject to Ministerial approval and is not guaranteed.

# **10. CONTINOUS IMPROVEMENT**

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during monthly/quarterly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.



# **11. SUSTAINABILITY**

- 11.1 A full, summarised, risk register must be included in all bids (no longer than a page). The risk register should consider what the potential Supplier believe will be the key risks to delivering the project and what contingencies they will put in place to deal with them.
- 11.2 A risk is any factor that may delay, disrupt or prevent the full achievement of a project objective. Typical areas of risk for a research project might include staffing, resource constraints, technical constraints, data access, timing, management and operational issues, but this is not an exhaustive list.
- 11.3 All risks should be identified. For each risk, the potential Supplier should assess its likelihood (high, medium or low) and specify its possible impact on the project objectives (again rated high, medium or low). The assessment should also identify appropriate actions that would reduce or eliminate each risk or its impact.

## 12. QUALITY

- 12.1 We would welcome partnership bids to ensure expertise in the subject matter is available for both components of the research and to enhance the quality of the research.
- 12.2 The nature of this research requires an experienced organisation with the necessary capacity and flexibility to deliver to challenging timescales. The chosen organisation should have:
  - A proven track record of designing and delivering literature reviews, complex surveys and associated cognitive testing.
  - Strong internal programme and project management capacity.
  - The capacity to respond flexibly to demanding requirements.
  - Good knowledge and expertise of sexual harassment.
  - Experience of producing clearly written high-quality publications suitable for non-specialist audiences.
- 12.3 All final research reports should address all agreed research questions, and be presented in a way that is accessible and engaging for policymakers, ministers and wider stakeholders.

# 13. PRICE

- 13.1 Prices are to be submitted via the e-Sourcing Suite [Attachment 4 Price Schedule excluding VAT and including all other expenses relating to Contract delivery].
- 13.2 All costs should be quoted exclusive of VAT but please indicate if the project will attract VAT. If your proposal includes costs for sub-contractors these costs must be shown inclusive of any VAT element (e.g. sub-contractor's costs to you are £10,000 plus VAT, your proposal should show sub-contractors costs as £12,000 inclusive of VAT @ 20%).
- 13.3 Please provide a detailed breakdown of all costs associated with each of the research components required. Where appropriate scales of costs can be considered alongside appropriate justification.



- 13.4 This research project is expected to be completed in the 2019/2020 financial year.
- 13.5 The budget for this work is **£80,000**. We are declaring the budget as we expect contractors to deliver this work and produce a high quality output in short timeframes. The Supplier should demonstrate the ability to meet the deadlines expected. If your tender is priced over this budget then your bid will be automatically declared non compliant and not go through to evaluation.

## 14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 14.4 The Supplier will provide updates on progress as required. This would be expected to be weekly at the start of the research, but they may become less frequent as the work develops. Specifics will be agreed with the contract manager.

## **15. SERVICE LEVELS AND PERFORMANCE**

15.1 The Authority will measure the quality of the Supplier's delivery by:



KPI/SLA	Service Area	KPI/SLA description	Target
1	Literature review	Full written report on the	100%
		literature review (including an	
		executive summary).	
2	Cognitive testing	A full summary of the findings of	100%
		the cognitive testing of a long list	
		of survey questions.	
3	Survey	Full written research report on the	100%
		findings of the survey (including	
		an executive summary)	
4	Survey	All quantitative data collected by	100%
		the survey provided to GEO	
		analysts alongside the draft	
		reports, in Excel or SPSS format.	
		All data should be clean and	
		clearly labelled.	
5	Survey	PowerPoint presentation of the	100%
		findings of the findings for	
		policymakers.	

- 15.2 We reserve the right to ask for an early, descriptive, cut of survey data for key questions once the survey has been completed where this is of importance for ongoing policy development.
- 15.3 In addition to these outputs, we also expect regular updates on progress. Specifics will be agreed with the GEO contract manager.
- 15.4 Irrespective of the chosen Supplier a break clause will be included in the contract in event of poor/unsatisfactory performance.

# **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

16.1 The chosen Supplier is expected to comply with GDPR and have in place appropriate and upto-date data security protocols, which are compliant with Crown Commercial standards.

## **17. PAYMENT AND INVOICING**

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3 Invoices should be submitted to the contract manager and policy leads.



# **18. CONTRACT MANAGEMENT**

18.1 Reporting would likely take the form of weekly telephone updates at the start of the project, with the frequency adapting relatively to the work schedule. An initial inception meeting and final sign off meetings would be in person at the London office of GEO.

## **19. LOCATION**

- 19.1 It is expected that the Supplier will work from their own premises.
- 19.2 GEO is located at REDACTED.



### ANNEX B

Supplier Proposal REDACTED



Security: CONFIDENTIAL

Data protection, security and handling