

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **TIS0555**

THE BUYER: **Insolvency Service**

BUYER ADDRESS **16th Floor, 1 Westfield Avenue**
Stratford, London, E20 1HZ

THE SUPPLIER: **IFF Research Limited**

SUPPLIER ADDRESS: **St Magnus House, 3 Lower Thames Street**

REGISTRATION NUMBER: **00849983**

DUNS NUMBER: **211574041**

DPS SUPPLIER REGISTRATION SERVICE ID: **SQ-BK6S9Z6**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 23rd August 2022. It's issued under the DPS Contract with the reference number RM6126 for the provision of Research Services.

DPS FILTER CATEGORY(IES):
Category Number: 27070

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**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for **TIS0555**
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

The following Special Terms are incorporated into this Order Contract:

None

ORDER START DATE: **01st September 2022**

ORDER EXPIRY DATE: **27th February 2023**

ORDER INITIAL PERIOD: **6 Months**

DELIVERABLES

Option B: See details in Order Schedule 20 (Order Specification)

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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

Option B: See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

Payment will be made in two instalments following completion of the key milestones. After milestone 1 is achieved (first two weeks of fieldwork complete), 33% will be paid. After milestone 2 is achieved (the written report is completed and signed off), the remainder will be paid (67%).

BUYER'S INVOICE ADDRESS:

Insolvency Service, Payments Team, Cannon House, 18 Priory Queensway, Birmingham, B4 6FD

payments@insolvency.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

Head of Operational & Policy Analysis
16th Floor, 1 Westfield Ave, London, E20 1HZ

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Director

REDACTED

IFF Research Ltd, St Magnus House, 3 Lower Thames Street, London, EC3R 6HD

SUPPLIER'S CONTRACT MANAGER

REDACTED

Director

REDACTED

IFF Research Ltd, St Magnus House, 3 Lower Thames Street, London, EC3R 6HD

PROGRESS REPORT FREQUENCY

In line with Order Schedule 4 and Order Schedule 20.

PROGRESS MEETING FREQUENCY

In line with Order Schedule 4 and Order Schedule 20.

KEY STAFF

In line with Order Schedule 5 and the CVs provided via the Supplier Tender Proposal.

KEY SUBCONTRACTOR(S)

Not Applicable

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

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):

Equal-Opportunity

The Supplier shall currently and continually create an environment that is inclusive to all, a space that is free from barriers, where all voices are heard and respected, and everybody has an equal opportunity to progress. The Supplier shall not tolerate discrimination of any form and commit to taking action against anything that challenges this. To ensure the Supplier is delivering on these commitments:

- Sign the Market Research Society's CEO Pledge: A Manifesto for Opportunity.
Be dedicated to reviewing its recruitment practices across all areas of the business, redressing any practices or approaches that may be deflecting from the Suppliers objectives. For example, in a recent graduate recruitment campaign, the Supplier removed certain requirements on grade and cover letters and saw a 46% increase in Black, Asian and Minority Ethnic applicants progressing to interview.
- The Supplier shall have a dedicated Equality, Diversity and Inclusion committee who meet regularly and are responsible for bringing forward suggestions, ensuring EDI initiatives are delivered and driven forward, aiding with communications regarding EDI to the wider business, as well as providing feedback regarding EDI to the group.
- The Supplier shall continue to offer flexible, remote opportunities across its business enabling employment to those with mental and physical impairments and have a number of adjustments in place for individuals to remove any barriers to success. The Supplier has recently been recognised as disability confident committed (level 1) under the disability confident scheme and has ambitions to work towards level 2 commitments in the coming years.
- The Supplier shall continue its commitment to maintaining gender parity. It currently has a 53%/47% female/male split across the businesses, with a 55%/45% split in the upper quartile.
- The Supplier are part of the 1000 Black Interns internship scheme and have recently recruited two Apprentices from this programme. The Supplier has also enrolled two staff on Higher Level Apprentices as a mechanism to secure in-work progression.
- The Supplier is a corporate partner of charity Future Frontiers for their annual career coaching programme for disadvantaged young people. Twenty staff each year offer 1-2-1 mentoring for 2-months to students from local schools, totalling 160 hours (22 working days) per year. Through face-to-face coaching and finding inspiring role models in their chosen sectors, we help increase students' motivation and engagement at school and equip them with knowledge, skills and belief to make successful 16-18 transitions.

Wellbeing

Traditional employment processes are a thing of the past, and the Supplier recognises its duty to push for more. The Supplier is committed to cultivating a working culture that breaks down barriers, adapts to support the next generation of employees and operates sustainably. With these commitments, the Supplier believe it will be better equipped to support its clients and provide a service offering integrity and importantly, social value. In summary the Supplier:

- Prioritise mental health in the workplace by developing and delivering a systematic programme of activity. Including a Wellbeing Committee and run quarterly staff surveys, which can be completed anonymously.
- Proactively ensure work design and organisational culture drive positive mental health outcomes e.g. staff can work flexible hours within

parameters (including 11am-3pm 'core hours' to ensure enough staff are working at the same time to collaborate and liaise with clients) and all staff have a choice of home or office working.

- Promote an open culture around mental health e.g. through our 12 Mental Health First Aiders
- Provide training on listening and coaching as well as a calendar of events to improve awareness and literacy around a range of physical and mental health issues.

Covid-19 recovery

The Supplier shall continue to contribute to COVID-19 recovery through the depth and quality of its research to help UK Government in its response to COVID. Nearly all (95% plus) of its work is for UK public sector clients, and since the start of the pandemic it has been used to inform the policies and strategy of Government to help society recover from COVID-19. Some of these studies have been specifically about COVID-19, other have sought to understand how behaviour and attitudes have been affected by COVID-19.

The Supplier has also adapted our processes when undertaking research with members of the public since COVID-19, to ensure that harder-to-reach groups can still participate. The Supplier has also found innovative ways of maximising response rates for B2B projects e.g. introducing new processes to help reach homeworkers. This has enabled the Supplier to still deliver robust and informative outputs for essential Government projects.

Fighting climate change

Having signed the MRS Net Zero Pledge, the Supplier is now committed to becoming a net zero company by 2026. The Supplier has an environmental group who run internal awareness raising events such as a Vegan lunch club and cycle-to-work breakfasts.

Monitor, measure, and report

The Supplier has a formal action planning for monitoring and measuring KPIs over the course of the year. In relation to the timings of this contract:

- During Oct-Dec 22 the Supplier shall be conducting a review of salaried/non salaried team benefits and engagement initiatives. The Supplier shall also analyse diversity monitoring data from recruitment process.
- During Jan-Mar 23 the Supplier shall conduct a staff survey (Jan) and a full review of its flexible working practices.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Order Schedule 3 (Continuous Improvement)

1. BUYER'S RIGHTS

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once

Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 4 (Order Tender)

4.1 Understanding of the Requirements

Please demonstrate a clear understanding of the requirements of the project.

Your response should:

- **Demonstrate a comprehensive understanding of the project requirements including research questions and desired outcomes**
 - **Demonstrate a comprehensive understanding of the context**
- Our understanding of the Insolvency Service**

The Insolvency Service is an executive agency of the Department of Business, Energy and Industrial Strategy (BEIS). The Insolvency Service shares best practice and expertise in effective and ambitious policy making and is a key player in supporting the efficacy of economic policy delivery across Government. More specifically, the Insolvency Service aims to deliver economic confidence (particularly important during these times of uncertainty) through both its support activities and its enforcement activities. In terms of support this applies to people and businesses in financial distress, while enforcement activities cover a wide range of financial wrongdoing, through the prosecution and disqualification of directors and winding up businesses where it is in the public interest to do so. By providing a level playing field to businesses and a safe environment for investment and lending, the Insolvency Service plays a vital role in supporting the UK to be the best place to start and grow a business.

In September 2021, the Insolvency Service published its five-year (2021-26) strategic plan with the clear aims to develop the organisation further, considering the challenges faced by businesses and people on the back of the COVID-19 pandemic. The strategy is built around a vision for the Insolvency Service: to be at the centre of a fair, efficient and effective insolvency system that is a global leader in insolvency solutions for citizens and for businesses, underpinned and supported by a profession that is recognised for the highest professional, technical and ethical standards when carrying out its work. This will be achieved through:

- Strengthening (the regulatory framework and reputation/impact of enforcement)
- Sharpening (operating focus and financial sustainability)
- Shaping (through the modernisation of technology/infrastructure and improving education and guidance to help prevent insolvency and rehabilitate where it occurs).

Achieving this vision requires multiple workstreams across the Insolvency Service, with several measures in place to track performance on a yearly basis. With regards to the aim of strengthening system regulation and improving the insolvency framework – one such measure is tracking stakeholders' confidence in the insolvency regime.

In November 2021, the Authority commissioned us to run a qualitative programme of research which successfully measured IP and Debtors' confidence in the insolvency and enforcement regimes. We are therefore thrilled to bid for this second project which will seek to baseline confidence (and capture brand awareness) amongst wider stakeholders:

Creditors: who are people generally defined as 'one whom another person owes

money’.

Directors: who are people (together with the other directors who form the board of directors) whom are responsible for the management of a company.

Restructuring and insolvency lawyers: who act for clients (either individuals or companies) in financial difficulties. Restructuring is usually the first stage in the process of agreeing a way forward with creditors in order to manage repayment of the debt, without the client becoming insolvent.

Academics: who specialise in insolvency for individual people (“natural person”) or in corporate insolvency e.g. for businesses / companies.

Your need for research – meeting the objectives

You are seeking to commission qualitative research with the stakeholders described above, with two key objectives:

Measuring and setting a baseline of confidence in both the insolvency and enforcement regimes.

Capturing perceived brand presence of The Insolvency Service

The insight from this research will feed directly into measuring progress against the strategic vision – particularly in terms of strengthening the regime. You will be able to repeat the research in the future to track how things change among stakeholders (and potentially expand the research further).

Because the research will be qualitative in nature the benchmark will not be a single robust figure showing x% are confident, rather the insight provided will be thematic in nature. This will mean identifying the extent to which confidence in the regime is underpinned by their awareness, understanding, and recent experiences of the regime / delivery by the Insolvency Service. We have demonstrated our ability to provide a robust benchmark using qualitative methods in the delivery of the IPs and Directors research.

You also want to ask stakeholders about four areas relating to brand in order to make improvements to the Authorities’ brand presence: cognitive, emotional and action based understanding as well as brand awareness.

Key considerations

In setting out our proposed approach there are several key considerations which have influenced our recommended design and we welcome the opportunity to discuss these further with you at the project set-up stage.

Our experience of answering similar objectives in the IPs and Debtors project. This project successfully met the objective to baseline confidence in both the insolvency and enforcement regimes. It also met all key milestones, ran efficiently and fostered a fantastic collaboration between your team and ours. Consequently, we have suggested very little change in our approach. However, we note your requirement for us to continually improve the way we deliver the research throughout the Contract duration. We have therefore considered the feedback you shared in our post-project review, and used this to inform practical recommendations in the remaining document. We remain committed to continuous improvement and will conclude this

new study with a formal review of our service levels.

Whether your objectives warrant a quantitative element: While the ITT is clear you envisage qualitative research, again we considered whether a quantitative element could be incorporated. On balance we agree with your rationale, simply asking an overall 'catch-all' confidence metric across all stakeholders will not provide you with the insight required. While it will provide a measure to track over time, we agree this oversimplifies experiences and does not get to the heart of understanding what underpins confidence, and how can the Insolvency Service improve this further among a wide variety of stakeholders over time.

Understanding wider policy context: Our awareness of the broader Insolvency law landscape will help inform the study. For example we know that the Corporate Insolvency and Governance Act 2020 (CIGA) recently introduced a number of "debtor friendly" measures to English restructuring and insolvency law (as a response to the COVID-19 crisis

4.2 Approach and Methodology

Please describe your approach to achieve the requirements set out in the Specification of Requirements. This should include your track record and technical capability to carry out the work, as well as planned outputs.

Your response should:

- **Explain your approach, methodology and planned analysis to achieve the requirements.**
- **Demonstrate your track record and technical capability to carry out the work. The CVs of the whole project team should be included as an embedded file and will not count towards the word limit.**
- **Detail what outputs will be produced and how they will be reported**

Based on your requirements we agree that the most suitable approach is qualitative semi-structured interviews and framework analysis. This approach successfully met your objectives when used to baseline confidence amongst IPs and Debtors, delivering robust and useful data to the Authority. We also think maintaining consistency between the two projects will be advantageous and add further value to the suite of work.

Overview

We propose 45 virtual interviews through Zoom / video conference. We will offer telephone depths as an alternative, i.e. if the respondent is unable or unwilling to have a videoconference. The great advantage of Zoom (and other similar software packages such as Microsoft Teams) is that it allows for a more face-to-face interview experience to be achieved while still using a remote approach. This means that rapport can be built more easily than over the phone, facial body language can be seen which can help to contextualise responses and stimulus material can be easily shared. In addition, fees for Zoom interviews are no different to those for teledepths so there is no financial impact.

All the interviews will be recruited in-house and all interviews will be conducted by the named members of the project team. We envisage the interviews lasting no longer than 60 minutes. This length of time will ensure themes are covered

sufficiently without adding unnecessary burden to respondents. We will use a semi-structured guide during the interviews, including some quantitative 'style' measures to prompt discussion.

Design and scoping

When we begin a new project, it starts with an inception meeting. This gives you the opportunity to brief us on the background to the project in person, and to tell us what you really want to get out of it at the end.

We like to work collaboratively with clients, and this is a forum to discuss assumptions, suggestions, risks, and issues in an open and creative way. It sets the tone for our relationship going forward. Many of the sections within this proposal will form part of the agenda at this meeting, including our proposed sample design and our initial thoughts on how the topic guide should be structured.

We encourage you to invite your study's internal stakeholders to the inception meeting. We want to hear how the results will be used, and by whom. This will directly shape the design of the research tools and reporting outputs.

If there are any further relevant learnings from the previous IPs and Debtors project, we would welcome these being shared at this inception stage.

Sample structure

We agree that 45 depth-interviews will be appropriate to meet your needs. This will ensure all five stakeholder groups are represented adequately and enable us to look for common patterns/themes emerging within each sub-group (for qualitative research five is the minimum we would ever recommend for a quota 'cell').

We agree with your proposed sample design and outline this in detail in Annex 2.

Amongst all groups we will seek a demographic mix e.g. by gender and region.

Amongst creditor corporations we will also consider size and type of business and amongst directors consider the amount of money owed by the business at the time of insolvency.

The approach outlined above is a purposive approach and not designed to be representative of all groups. This is a standard approach to qualitative research and allows us to dig deeper for commonalities and themes within each of the groups. Our proposed approach to sample design will be discussed and refined on further discussion with you and your stakeholders at the inception meeting. It is not 'set in stone' at this stage.

We understand that you will provide the sample including contact details. As you acknowledge, only using your contacts may result in a slightly biased sample. We will discuss this in detail at the outset of the project during the scoping phase to understand more about your coverage and where the bias may lie. We agree that this is a small risk, but there are limited alternative methods to acquire such good quality sample, especially for creditors and directors, and we have doubts as to whether any we source will not be included on your existing lists. There is more scope to free find additional sample for lawyers and academics through desk research however.

Recruitment

To achieve the minimum of 5 interviews within each stakeholder group we propose to draw 360 records (i.e. at a ratio of 40:1 and 1,800 in total). Based on our experience of conducting your 2022 User satisfaction survey, we may find Creditors harder to reach but we are still confident we can deliver the small number required. Our understanding is the Insolvency Service will assist in drawing the sample in line with the personal information charter. Ideally all records will include a telephone number, although where this is not possible so long as we have a full address we can try and append telephone number through an automated matching service. For example, in the last project, the sample of IVA debtors did not contain telephone numbers. Consequently, we put a random sample of 800 IVA debtors through a telematching service. This yielded contact numbers for 247 individuals. A total of 200 contacts were drawn at random from each of the remaining stakeholder groups.

We propose to write to all stakeholders in advance, informing them of the research. This email (the method successfully used in the previous project) will have a positive impact on response rates and it also provides an opportunity for opt-outs. The letter must be seen to be from Insolvency Service, i.e. on a letterhead and signed by a senior person and should be short and business-like - ideally no longer than one side of A4. We will design and administer the mailing but will require your input. We would recommend using the template developed for the IPs and Debtors research as a starting draft, given the successful response rates achieved. Recruitment will be conducted in-house by four of our experienced qualitative specialists by telephone. We will draft a detailed recruitment screener which will reiterate the aims of the research and check their characteristics against any of our agreed quotas.

To collect quality data, it is necessary to overcome suspicions about how data will be used and to build confidence so that respondents share sensitive information. Our recruiters are extremely experienced in this respect. They will clearly explain what the research is about, who it is for and why it is being undertaken; ensuring that prospective respondents understand participation is voluntary and that all responses will be treated in confidence. They will also reassure contacts that the Insolvency Service are 'not checking up' on them, or that their responses may have an adverse impact on future dealings with the Authority in the future.

In addition, we propose a financial incentive of £40 is offered for participating in the research. We recommend this is positioned as a donation for lawyers, which we can make on their behalf to charity of their choice.

Fieldwork

All of our research is conducted with the highest levels of professionalism and quality in interviewing. We are acutely aware that we will, to some degree, be representing the Insolvency Service. Therefore, all interviews will be conducted in-house by the named IFF team who are experienced in interviewing on a range of complex and sensitive financial issues, supported by four of our qualitative specialists. We will use the same interviewing team as the previous project given their pre-existing knowledge of the Insolvency Service and your wider strategy and research. A small and experienced team is important as it concentrates knowledge and helps ensure quality and consistency of interviewing.

We will hold a briefing for the entire team that will cover the project background, aims and objectives and to explain and discuss the topic guide content. We strongly encourage your team to attend this briefing as it is an opportunity to provide a more detailed background to the study first hand. The interviews will be recorded digitally and with the permission of the participant.

At all stages of recruitment and interviewing we will clearly position ourselves as both independent of the Insolvency Service and completely non-judgemental. We will emphasise to people that participation in the research offers the opportunity to feed back on their experiences of regime, and to assure them that all results are confidential and will not in any way affect their future relationship with the Insolvency Service itself.

Topic coverage

It is really important that we get the design of the topic guide right. This sets us on the right path for fully meeting the objectives for the study. We will work with you closely and collaboratively during this design stage.

The topic guide will be structured based on the guide used amongst IPs and Debtors (sections below), but individual questions will of course be adapted for each of the individual stakeholder groups:

Introduction

Purpose of the research

Understanding respondent

Understanding and Awareness

Perception of efficiency

World Leading

Brand presence and awareness

Thank you and close

The main difference between the themes of this project and the last, is the requirement to ask about brand presence and awareness. Based on our experience, we recommend these questions appear towards the end of the guide. This will ensure continuity in the way questions related to confidence are asked of these groups (compared to IPs and Debtors). However, it is worth bearing in mind that this approach will mean views given will be less 'top of mind' and provided after detailed discussion of their experiences.

We agree with the suggested branding questions provided but will review and develop this theme fully during the development stage. For instance, when asking about brand presence and awareness, some discretion will be needed to avoid patronising our respondents. We expect that some, such as insolvency lawyers, will be very familiar with your brand and work and therefore asking 'how familiar are you with The Insolvency Service' may be off putting or confusing. We want to avoid any reputational risk to yourselves so will need to be mindful of this when designing and delivering the guide. We will also consider the value and risks of asking personification style questions which prompt more nuanced and deep responses.

REDACTED

(IFF Director), who has relevant experience of conducting brand testing research (for clients including HMRC), will act in an advisory capacity at the topic guide development stage and recommend and review the branding questions.

The topic guide underpins the discussion to make sure it stays on track and all the key points are covered, but the order and wording are not stuck to rigidly. In reality the discussion is a fluid, two-way dialogue. Within the session, the researcher continually weighs up the implications of what participants say to come up with relevant follow-up questions. This helps us draw out additional insight to meet the study objectives.

After the first few scheduled interviews (~5), we would love to welcome you to an extended meeting to allow us to share emerging findings and feedback from our interviewers, check whether all the necessary and desired information is being collected and to agree any changes to the topic guide for the remaining interviews.

Approach to analysis

We will conduct analysis using a framework analysis approach which aligns with the Magenta book.

The team familiarises themselves with every completed interview. This involves listening to the full interview recording / reviewing the internal transcript and noting down any initial themes emerging. This will involve triangulating feedback from different sections of the interview and notes are made of key take-outs, illuminating quotations, and areas to explore further etc. We will provide a sample of 10 transcripts.

We agree that the use of a thematic framework to analyse the data is again the most suitable way to summarise and analyse the interviews. It ensures interviews can be compared/judgements made about the commonality of experiences, and for findings to be organised against research objectives. Within this framework we will also log the 'quantitative' style scores collected in the interview and code which themes we see influencing confidence in and awareness of the regime, and brand perceptions. This framework will be provided to you for Quality Assurance purposes at the end of the study.

Once the framework is in place, interviewers index data from the interviews, by identifying sections of the data that correspond to particular themes. Specific pieces of indexed data will then be entered into the Excel framework, so that they can be arranged under the identified themes. Utilising the Excel framework ensures that the data can be linked to the case from which it came. Data entered into the analysis framework will be quality assured through iterative review by members of the team, to ensure that responses are entered accurately and to follow up on any points for clarification.

An interim analysis meeting is held to discuss emerging findings – identifying key 'story points', any potentially 'game-changing' findings, and areas in which we may wish to refine either the topic guides or the stimulus materials. You are welcome to attend this meeting again.

Our final stage involves a director-led analysis session. We discuss each researcher's initial interpretation of the findings and compare the emerging narratives across the team. Any inconsistencies between interviewers are discussed and a consensus of key narratives is reached to form a blueprint for the report. We really like working transparently and collaboratively with clients, and found your contributions in the previous project at this stage invaluable. We'd therefore love you to attend this session again.

Approach to reporting

We know that you really liked the idea of blueprints and agreeing conventions, but felt we weren't as consistent (on the IPs and Debtors project) as we could have been when pulling these through to the first report draft. The process of using a report blueprint is now more embedded in our overall processes and we will ensure a member of the team has responsibility for ensuring conventions are actioned fully.

To us, quality reporting means a high-quality writing style, nuanced analysis, and clear, actionable recommendations. We deliver this through the experience and seniority of the team working on the reporting outputs. Our assumption is that the report style, format and tone will be similar to that of the IPs and Debtors report, but we are more than happy to introduce more visual ways of summarising the findings this time around. Alternatively, we are happy to produce a standalone summary visual that could be for internal use.

The report will be clear and concise, accessible to a non-expert as well as meet Government guidelines on accessibility. Noting your feedback from the previous project, we will provide more detail in the first draft of the method section and ensure more alignment with the guidance set out in the Magenta book.

Confirmation of outputs and deliverables

We confirm our approach and fees include:

Virtual inception/stakeholder to meeting to agree approach

All research materials (advance letters, screeners and guides)

Sample frames

Weekly update meetings – including continual review of the timetable/risk register

Interim analysis meeting and the opportunity to attend our internal analysis session

Full report in Word (no more than 25 pages) - including an executive summary, introduction background, methodology, results and conclusions. Accompanied by a technical annex.

A redacted version of our analysis and coding framework for QA purposes

A sample of 10 transcripts for QA purposes

Our relevant experience

We are really excited about the prospect of working with you again on this study and we will add value through understanding of the previous stakeholder work. This study is well aligned with our background in regulatory research, often in a financial context with a wide variety of stakeholders (including professional audiences and

indebted people). We confirm we have the technical ability and resource to deliver all aspects of this qualitative research in-house. Selected case studies include:

The Insolvency Service: Confidence in the regime amongst IPs and Debtors: Qualitative research to provide a baseline of confidence in the insolvency and enforcement regimes, amongst Insolvency Practitioners and Debtors. In total, 50 semi-structured interviews were conducted to develop that baseline assessment and determine if the two regimes are perceived to be fair, efficient, effective and world leading.

The Insolvency Service: User satisfaction survey: In 2022, we delivered a wave of your customer service performance survey to evaluate customer views on the performance of the Insolvency Service. In total, over 650 telephone interviews were conducted amongst DRO Debtors, RPS Claimants, Non-institutional Creditors and Bankrupts (Creditors and Debtors).

Research with vulnerable customers – part of FCA Financial Lives study: Qualitative research exploring the experiences of vulnerable consumers in dealing with retail financial services firms. The report was based on 21 face-to-face interviews with consumers who have one or more drivers of vulnerability – having low financial resilience, low financial capability, having suffered a negative life event, or having an ongoing health condition.

MaPS: Debt Advice Pilot: We recently delivered a large-scale pilot for MaPS – developing two new surveys (Quality of Service survey and Longitudinal Outcomes Survey) for people who have recently received debt advice. The study involved 40 cognitive (qualitative) interviews and two rounds of piloting (with a sample of 500 achieved each time).

HMRC - Contractors tax avoidance arrangements: Qualitative study to understand more about how contractor avoidance schemes are promoted and marketed (and contractors' views of the schemes). The research involved 30 face-to-face depth interviews with taxpayers who have settled a contractor avoidance scheme with HMRC and 10 face-to-face depth interviews with Employment Agencies

HMRC – Extended hours for compliance interventions: 60 tele-depth interviews with businesses and agents exploring the appetite of customers for extended hours compliance work. This study highlights our experience of compliance interventions. Pensions Policy Institute: A survey of all stakeholders of the PPI in (including MPs, Government departments, industry bodies and commercial providers). In total 130 interviews were achieved, and 15 qualitative follow-up interviews were conducted.

4.3 Project Management

Please provide details of:

- **The resources you expect to use to service the Contract. Include the number of personnel you expect to use for providing the service. Also include an organisational chart indicating responsibilities and reporting lines for this requirement.**
- **Please detail the proposed project management arrangements including timelines, identifying key risks and mitigation, quality assurance, and the**

relationship with the Authority. Please provide a Gantt chart around timescales.

Introducing your Account Team

Your Account team consists of a core team of 5 people, 3 of whom worked on the IPs and Debtors project (Annex 3). They will again be supported by 4 of our most experienced qualitative specialists as outlined in attached the organisational chart.

REDACTED will be the overall account director. REDACTED is Head of Financial Services research at IFF and has wide-ranging experience of directing research with people in financially vulnerable situations and including studies for IS, MaPS and the FCA. He also has extensive experience of b2b and stakeholder research, through a decade of working with HMRC.

REDACTED provides further senior support and will peer review all design and outputs ensuring quality. REDACTED works in our Economy and Environment team and has extensive experience of b2b and stakeholder research. Her key clients are Welsh Government, BEIS and FCDO.

REDACTED will be your day-to-day contact and project manager, having project managed the IPs and Debtors research. His experience includes qualitative research in the fields of technology, data protection, change management, consumer policy and regulation, entrepreneurship, innovation, and police and judicial cooperation.

REDACTED and REDACTED will support the team in all activities and play an active role in interviewing and analysis. They both have extensive experience of conducting qualitative social research, with recent clients including HMRC and The Insolvency Service.

The core team will be supported by 4 of our experienced qualitative specialists. They will focus purely on recruitment conduct some of the interviews – playing active role in the analysis sessions. We will use the same interviewing team as the previous project given their pre-existing knowledge of the Insolvency Service and their wider strategy and research.

REDACTED (IFF Director), who has relevant experience of conducting brand testing research (for clients including HMRC), will act in an advisory capacity at the topic guide develop stage and recommend and review the branding questions.

Our approach to Project Management

We take a highly collaborative approach to project management, underpinned by a genuine commitment to flexibility. We work transparently with clients, sharing all project materials. Your team will be involved in shaping and signing off the scope of the research and agreed methodologies, sample design, all survey instruments (screeners and topic guides) and analysis planning documents.

Specifically to ensure the reporting timeframe is met we will:
progress qualitative analysis during fieldwork to avoid delays caused by an 'analysis

backlog' at the end, and to ensure that the data is properly addressing the study objectives;
share emerging findings with you iteratively to ensure our findings answer the research questions; and to begin to scope out the 'story' of the findings with you during fieldwork;
share analysis hypotheses & reporting structures while analysis is in progress, giving you time to input before drafting begins, & helping to ensure 'right-first-time' outputs to minimising time spent on revisions.

In terms of more general project management, to ensure the smooth running of the project:

the project directors will be involved in all stages of its delivery. They would be lead report authors, sign-off all research materials, analysis plans and would be responsible for contacting your team on issues relating to project design;

we will set up a group e-mail ensuring that all correspondence is received by all IFF team members;

throughout the research programme, we will provide you with a weekly update sent at an agreed time, which will summarise the fieldwork progress, issues arising, relevant risks and forthcoming deadlines. This will be supported by weekly Teams catch-ups.

This approach helps ensure there are no surprises and reinforces our collaborative approach. It is also a means by which we can monitor progress against contract KPI 1 outlined in the ITT.

we will provide a summary within two working days of each meeting with you; our aim is to respond to all requests and enquiries within 24 hours. If this is not possible, we will discuss the reasons for this with you and agree a revised timescale.

Risks and mitigations

We will develop a detailed risk register on commissioning which will be reviewed regularly at our weekly catch-ups. However key risks we both need to be aware of are included in Annex 4.

Quality Assurance

Our practices to ensure quality that relate specifically to qualitative interviewing and analysis include:

only the team members named in this proposal supported by four of our elite specialist qualitative interviewers will undertake recruitment and interviewing.

all interviews are recorded digitally (with the respondent's permission) to keep an accurate record of interviews.

we will undertake the first five interviews as a pilot exercise. Following this the members of the team will meet and discuss findings and recommend any changes to the topic guides

DPS Schedule 6 (Order Form Template and Order Schedules)

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we complete write-ups as and when interviews are completed. Directors review the first few interview write-ups produced to ensure that they provide the depth of information required.

a random sample of interviews is independently listened-to by quality control staff and a report retained for IQCS quality audit.

all analysis is entered into an analysis framework which can be audited at any point in the project. This will be provided to you at the end of the project for QA purposes.

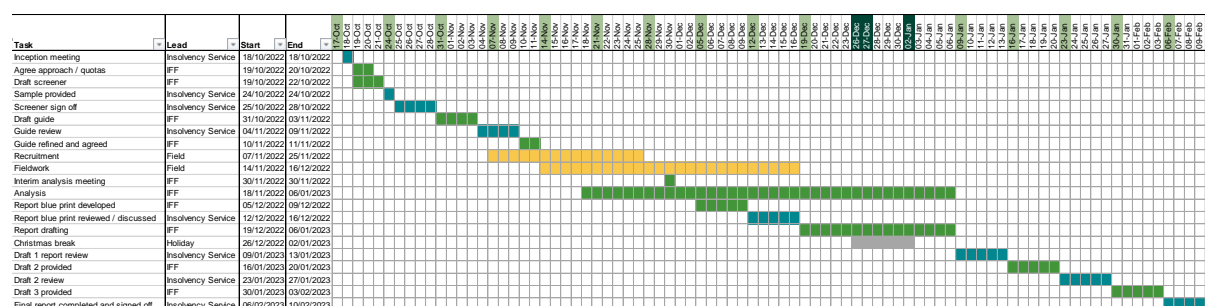
we have an internal checklist for the proofing and data checking of our report, and will include criteria for the reporting blueprint and conventions this time. This will include a peer review from our second director, REDACTED, and a researcher not on the project team giving a final check for grammar/spelling before it is submitted. This will ensure our compliance with contract KPI 2.

Proposed project schedule

Our proposed project schedule is based on your key milestones and our experience of conducting the IPs and Debtors project. This will see us deliver interim topline analysis in late November 2022, approve a report blueprint by mid-December 2022 and finalise the report by the mid-February 2023. This provides contingency whilst ensuring we deliver the project in full by the end of March 2023.

We will refine this timetable in collaboration with you and review it regularly during weekly catch-ups. We welcome the opportunity to discuss it ahead of the inception meeting so we can consider any internal deadlines/requirements or unavailability within your team.

A Gantt chart of our proposed timings is below:



Post Tender Clarification

Evaluation Clarification Question

The Authority posed a Bid Clarification question to the Supplier on the 18th August via the In-Tend portal:

The Authority would like to ask a clarification question where the specification may not have been clear enough around expectations around sampling. The Authority would like to clarify that one of the key risks for this contract is around sampling.

Within the bid, IFF research states that it expects the Authority to provide the sample including contact details. This will not always be the case and may need to be more collaborative between the Authority and the supplier, for example solvent directors, for whom the Authority does not have a sample, and so suggested the use of a business panel provided by the supplier. For other sample groups the bid notes drawing 360 records from a sample frame, however this will not always be possible. The sample frames the Authority can provide will be much smaller, such as a handful of email contacts, for some stakeholders such as for restructuring lawyers and academics, or for creditors (where the Authority believes trade associations rather than individual creditors may be necessary). The Authority welcomes IFF research's proposal that additional sample via desk research may be suitable. The Authority agrees with IFF research that the details around sampling will need to be discussed at the kick off meeting.

Can you confirm the above is clear and outline and impact this may have on your proposed approach/methodology or delivery plan based on the knowledge that large and robust sample frames for the stakeholder group this time around are not held by the Authority. Grateful if you could provide a response by Close of Play Friday 19th August.

Supplier Response to Bid Clarification

The Supplier responded on the 21st August 2022 saying:

We can confirm that the issues you raise about sampling are clear. It does not materially affect our proposal as we expected that desk research to identify some groups would be required. Regarding solvent directors we often use business panels to source sample but there would be a small cost implication for doing so which is not currently included. We envisage that sampling issues would form a key part of the project inception meeting - once we have a better idea of the numbers of records that IS can provide for each group we will be able to put together a plan for how we address the sample shortfalls.

It is estimated that the recruitment for the solvent directors would cost an additional REDACTED.

Order Schedule 5 (Pricing Details)

The Total Service Cost, below, shall be the Fixed Price which shall be payable upon completion of the Milestones as outlined in Order Schedule 20.

- 33% upon completion of Milestone 1
- 67% upon completion of Milestone 2.

REDACTED

Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details – Anticipated Days
Director	REDACTED	REDACTED
Associate Director	REDACTED	REDACTED
Research Manager	REDACTED	REDACTED
Senior Research Executive	REDACTED	REDACTED
Research Executive	REDACTED	REDACTED

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 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 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Error! Reference source not found.**; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 15 (Order Contract Management)

Definitions

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 0 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 0 of this Schedule;

Project Management

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.

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

1. Role of the Supplier Contract Manager

- 1.1 The Supplier's Contract Manager shall be:
 - 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;
 - able to cancel any delegation and recommence the position himself; and
 - replaced only after the Buyer has received notification of the proposed change.
- 1.2 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.

- 1.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

Role of the Operational Board

The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

2. Contract Risk Management

- 2.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
- 2.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - the identification and management of risks;
 - 2.2.1 the identification and management of issues; and
 - 2.2.2 monitoring and controlling project plans.
- 2.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 2.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

1. PURPOSE

The Authority has set out its five-year 2021-2026 strategy¹, which includes a measure of success around tracking confidence in the regime(s) (both insolvency and enforcement). In 2021/22, a qualitative piece of research was conducted to investigate the baseline confidence of debtors and IPs². The Authority is now tendering a one-off contract to extend this qualitative research to investigate confidence of creditors, directors, restructuring and insolvency lawyers, and academics. It is anticipated that these two pieces of research will be followed by further research in subsequent years to track confidence over the course of the strategy.

The Authority proposes that qualitative semi-structured interviews and framework analysis would be appropriate. However, alternative methodologies proposed by the supplier are welcome.

The expected outputs are:

Qualitative research providing baseline levels of confidence for creditors, directors, legal professionals, and academics;

A report summarising findings from this research.

The report is expected to be produced by February 27th 2023.

The outputs of the work will be used to monitor progress in delivering the Authority's five-year strategy. The findings will be of interest to the highest levels of the Authority.

The Authority expects the total cost of this research contract to be within the maximum budget of £62,000 (excluding VAT). Bids over this value will not be considered for evaluation.

BACKGROUND TO THE CONTRACTING AUTHORITY

The Insolvency Service is an executive agency of the Department for Business, Energy and Industrial Strategy. The Department works to build and support a dynamic and competitive UK economy. The agency is a vital part of the framework supporting economic growth by overseeing and fostering an effective insolvency regime.

2020-2021 saw us refresh our performance commitments so that our plans were aligned more closely with our core objective of delivering economic confidence and put customers and stakeholders at the heart of everything we do. Following a full strategic review, we have an ambitious five-year agency strategy which will evolve the agency to ensure it delivers its core objectives more effectively for the changing economic and social environment in this country. The strategy's implementation is becoming a reality and enabling us to enhance the energised approach for the coming years to ensure we are an agency fit for the future: more responsive and more effective. It will see us focus on

¹ <https://www.gov.uk/government/publications/the-insolvency-service-strategy-2021-to-2026/the-insolvency-service-strategy-2021-to-2026>

² [Confidence in the Regime - GOV.UK \(www.gov.uk\)](#)

our people and customers. It will complement and align to the evolving panorama across Government, including the levelling up agenda, the strategic modernisation of the Civil Service and the priorities of the Department for Business, Energy and Industrial Strategy.

We will deliver economic confidence in three ways:

Supporting those in financial distress: Never has this objective been more significant than in the wake of the COVID-19 pandemic. Many of our services support some of the most vulnerable people in society in financial distress. We make redundancy payments to people whose employer has become insolvent and make Debt Relief Orders or adjudicate on bankruptcy for those with inescapable debt problems. We make sure that failing businesses have a range of options for a rescue, but where that is not possible that they are liquidated in an efficient, fair and orderly way.

Tackling financial wrongdoing: Our investigation and enforcement teams support market confidence through a range of actions helping to make the UK a great place to work and do business. They investigate and bring actions for prosecution, disqualification of unfit company directors and wind up live companies which trade against the public interest.

Maximising returns to creditors: Where the Official Receiver is appointed in an insolvency, their primary focus is to realise assets and make returns to creditors where possible. Their appointment in large and complex public interest cases, such as happened in Carillion, British Steel and Thomas Cook, plays an important role in the national and local economies, managing the significant impact such insolvencies can have on employees, suppliers and customers.

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

The Authority has agreed a five-year strategy running to 2026. To ensure that delivery of the strategy is on track and will realise the Authority's level of ambition, a number of strategic KPIs have been devised. One key strategic KPI is a measure to track stakeholders' confidence in the regime(s) (both insolvency and enforcement). This KPI is important for monitoring progress across the Authority's aims to:

Strengthen our system regulation and improve the insolvency framework

Strengthen the impact of our investigation and enforcement activities

Sharpen our operating focus

The insolvency regime extends to the overall legislative insolvency and regulatory framework (for which the Authority has policy responsibility) as well as the operational work the Insolvency Service delivers. The enforcement regime incorporates the Authority's work in respect of misconduct arising from insolvency and during the life of a company, as well as some areas within BEIS's remit.

Historically the Authority had a stakeholder confidence survey³. This utilised a quantitative approach and measured confidence in the enforcement regime, with one question to measure confidence; "Taking everything into account, how confident are you overall with the Insolvency Service's investigation and enforcement regime?". However

³ [Exec Summary - Stakeholder Confidence report.pdf \(publishing.service.gov.uk\)](#)

qualitative work was undertaken to understand stakeholder value indicators and drivers of confidence⁴. One of the key conclusions from that work was that the aggregation of a single KPI measure across different groups may not be right. The work found that for some, answering a single question of confidence is too much of a leap.

The difficulty of measuring confidence has also been made in relation to public confidence in government, where it has been reported; there is no universal definition of what public confidence in government is, and there are always risks in relying on a single measure to tell if it is improving or declining⁵. The Authority is also aware of other complications around measuring confidence including;

Improvement in government services and satisfaction with those services is not always correlated with an increase in public confidence.

As services improve, so can expectations from the public;

Perceptions rather than reality can inform public confidence;

The measure could remain relatively stable over time and could prove difficult to draw conclusions with the margin of error;

Difficulties in achieving a robust sample to track trends over time

Due to this, a qualitative approach was considered to be more useful in delivering useful and actionable insight to The Insolvency Service. The qualitative approach enables the research to gather more detailed and nuanced reasons around confidence and more detailed insight into what improvements could be made.

In 2021/22, the Authority commissioned a qualitative piece of research to measure IP and debtors' confidence in the insolvency and enforcement regimes⁶. This involved semi-structured interviews with IPs and debtors who had been through a debt relief order, individual voluntary arrangement, creditors' petition bankruptcy, or debtors' application bankruptcy. These interviews were analysed using a framework analysis.

In the 2021/22 research, "Regime" was defined as the set of rules or legislative framework that regulates personal and corporate insolvency, for which The Insolvency Service has policy responsibility. Also, whilst there is no universal definition of what public confidence in government is, it was noted that confidence may be seen to arise from capacity to function properly. Therefore, questions were built around this, with reference to best practice principles around Insolvency regimes such as from the European Bank for reconstruction and development⁷, the Organization for Economic

⁴ [Exec Summary - The Insolvency Service Stakeholder Confidence v 5 180814 \(publishing.service.gov.uk\)](#)

⁵ https://www.researchgate.net/publication/272274575_Public_confidence_and_public_services_It_matters_what_you_measure

⁶ [Confidence in the Regime - GOV.UK \(www.gov.uk\)](#)

⁷ European Bank for Reconstruction and Development. EBRD Core Principles of an Effective Insolvency System.

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Cooperation and Development (OECD)^{8,9}, the International Monetary Fund (IMF)^{10,11} and the World Bank^{12,13}.

To complement the Authority's vision around its strategy, questions were then arranged under the themes of;

Fair

Efficient

Effective

World Leading

In addition, as awareness and understanding are pre-conditions to the themes above, questions around awareness and understanding were also incorporated.

DEFINITIONS

Expression or Acronym	Definition
"Authority"	Means the Insolvency Service, an Executive Agency of the Department for Business, Energy and Industrial Strategy, acting as part of the Crown.
"Contract"	Means the contract to be entered into by the Authority and the successful supplier
"ITT"	Means this Invitation to Tender and all related documents published by the Authority and made available to suppliers
"KPIs"	Key Performance Indicators
"Creditors"	'Creditor' is generally defined as 'one to whom another person owes money' ¹⁴ . Unsecured creditors are creditors who do not have security for the debt. Secured creditors have security over property of the borrower. A creditor may be both secured and unsecured where the security does not cover the whole amount due. Creditors may have preferential status (meaning they are paid in preference to the general body of unsecured creditors).

⁸ Organisation for Economic Co-operation and Development. OECD Economics Department Working Papers: Design of insolvency regimes across countries (2018). Available at: <https://doi.org/10.1787/d44dc56f-en>

⁹ Organisation for Economic Co-operation and Development. OECD Economics Department Working Papers: Insolvency Regimes and Productivity Growth: A framework for analysis

¹⁰ IMF. IMF Working Paper: The Use of Data in Assessing and Designing Insolvency Systems (2019). Available at : [The Use of Data in Assessing and Designing Insolvency Systems \(imf.org\)](https://www.imf.org/en/Publications/Working-Papers/2019/01/01/The-Use-of-Data-in-Assessing-and-Designing-Insolvency-Systems)

¹¹ IMF. Orderly and Effective Insolvency Procedures (1999). Available at: <https://www.imf.org/external/pubs/ft/orderly/index.htm>

¹² World Bank. Working Group for the Treatment of the Insolvency of Natural Persons. (2014). Available at: <https://documents1.worldbank.org/curated/en/120771468153857674/pdf/ACS68180WP0P120Box0382094B00PUBLIC0.pdf>

¹³ World Bank. Principles for Effective Insolvency and Creditor or Debtor Regimes (Revised, 2015). Available at: <https://www.worldbank.org/en/topic/financialsector/brief/the-world-bank-principles-for-effective-insolvency-and-creditor-rights>

¹⁴ [CREDITORS AND LIABILITIES – GENERAL AND LEGISLATIVE BACKGROUND \(bis.gov.uk\)](https://www.bis.gov.uk/press/2014/04/creditors-and-liabilities-general-and-legislative-background)

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"Directors"	In the Companies Acts "director" includes any person occupying the position of director, by whatever name called ¹⁵ . In essence, it means a person who (together with the other directors who form the board of directors) is responsible for the management of a company. ¹⁶
"Director disqualification"	Order made by the court under the Company Directors Disqualification Act 1986 to disqualify a person or a specified period, from becoming a director of a company, or directly or indirectly being concerned or taking part in the promotion, formation or management of a company without permission from the court. If an individual accepts the allegations made against them, they can offer to enter into a disqualification undertaking. This has the same effect as a director disqualification order but does not involve court proceedings.
"Administration"	The objective of administration is the rescue of the company as a going concern, or if this is not possible then to obtain a better result for creditors than would be likely if the company were to be wound up. A licensed insolvency practitioner, 'the administrator', is appointed to manage a company's affairs, business and property for the benefit of the creditors.
"Compulsory liquidation"	A winding-up order obtained from the court by a creditor, shareholder or director.
"Creditors' voluntary liquidation (CVL)"	Shareholders of a company can themselves pass a resolution that the company be wound up voluntarily.

SCOPE OF REQUIREMENT

The supplier is expected to answer the following research questions:

What are the current opinions of confidence in the insolvency and enforcement regimes for:

Creditors?

Directors?

Restructuring and insolvency lawyers?

Academics?

What is the perceived brand presence of The Insolvency Service for the above stakeholders?

THE REQUIREMENT

Proposed Methodology

The Authority believes using the same approach as with IPs and debtors will be appropriate, i.e. a qualitative approach, using semi-structured interviews.

¹⁵ [Companies Act 2006 \(legislation.gov.uk\)](https://legislation.gov.uk/ukpga/2006/46/section/251)

¹⁶ [Companies, directors and company law | ICAEW](https://www.icaew.com/technical/insolvency/insolvency-law/companies-directors-and-company-law)

Previously, the interviews were analysed using a framework analysis¹⁷ approach, including;

Familiarisation with data

Developing a thematic framework to analyse the data

Indexing and charting

Interpretation and mapping

The Authority believes this approach would again be suitable, although the Authority is open to alternative methods and approaches to analysis if justified.

As in the previous research, the Authority believes it would be appropriate to measure confidence as whether the regimes are perceived to be:

Fair

Efficient

Effective

World leading

In addition, there should be measures of awareness and understanding of the regimes, as these have been shown to be pre-requisites for confidence.

As well as confidence, a new requirement for this research, compared to that of 21/22 is that the Authority requires information around stakeholders' perception of the Insolvency Service's brand presence. The Authority believes this should come at the end of the topic guide, to not influence or confuse perceptions of the regimes. The Authority believes a suitable approach to measure brand presence could involve questions relating to cognitive, emotional and action aspects of brand affinity, as suggested by Qualtrics¹⁸. The Authority hasn't included language aspects of brand affinity as suggested by Qualtrics, due to the belief that insights from this aspect may be less relevant for the Authority.

Cognitive; the concepts that a consumer associates with your brand

Emotional; the feelings that a consumer associates with your brand

Active; the experiences a consumer has with your brand

In addition to the questions on brand affinity, the Authority believes it will also be useful to measure brand awareness¹⁹. Examples of questions to ask are included in the table below. However, the Authority is open to alternative ways of measuring brand presence suggested by the supplier.

¹⁷ Srivastava, A. & Thomson, S. B. (2009). Framework Analysis: A Qualitative Methodology for Applied Research Note Policy Research. JOAAG, Vol. 4. No. 2

¹⁸ [Brand Perception Surveys: Questions & Tips | Qualtrics](#)

¹⁹ [Brand Awareness Surveys: Questions, Examples and Template | Attest \(askattest.com\)](#)

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Suggested question	Aspect of brand presence
When you think of The Insolvency Service, what comes to mind first?	Cognitive
When you think of The Insolvency Service, how do you feel?	Emotional
How would you describe your last experience with The Insolvency Service?	Active
How familiar are you with The Insolvency Service?	Brand awareness
What qualities do you associate with The Insolvency Service?	Brand awareness
What do you think the vision and values of The Insolvency Service are?	Brand awareness

The topic guide used with IPs and debtors is available as an appendix [here](#). Whilst this provides a useful template, the supplier will be expected to amend this topic guide for the relevant stakeholder groups.

Whilst a supplier may decide to make use of these previous findings and approach, the Authority is open to alternative suggestions if they are justified and useful for the Authority. It is expected that the supplier will clearly explain the rationale behind their approach, including the research design, planned analysis, and why it is suitable, robust and useful for the Authority.

Sampling

The Authority would like this research to be conducted with creditors, directors, restructuring and insolvency lawyers, and academics. Whilst the Authority has proposed numbers of interviews for each stakeholder group and sampling approaches, the supplier is welcome to suggest alternatives.

The Authority believes that a purposive sampling approach would be suitable, to identify a variation of cases in relation to the topic of interest. However, the Authority is open to different sampling approaches if justified. The Authority expects the supplier to lay out a clear sampling approach, both in terms of design and expected composition, again explaining why that approach is suitable. The Authority is open to the supplier suggesting an alternative number of interviews. This can include reducing the number to fall within the assigned budget.

A proposed number of interviews is suggested below:

Group	Soft quota 1	Soft quota 2	Number
Creditors	Natural persons	Type of Insolvency procedures	10
	Corporations		
Directors	Insolvent	Administration	5
		Compulsory liquidation	5
		CVL	5
	Solvent	Business size	5
	Director Disqualification	Order/undertaking	5
Restructuring and insolvency lawyers	NA	NA	5

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Academics	Academics specialising in Natural person insolvency	NA	5
	Academics specialising in corporate insolvency		
Total			45

Creditors:

These should cover creditors of both natural persons and corporations who have been through an insolvency procedure. However, the Authority believes that government creditors can be out of scope of this research. The Authority suggests approximately 10 interviews, which should cover a range of insolvency procedures, to achieve variation. The Authority have limited access to contact information for creditors of insolvent individuals and companies. Therefore, we propose using the Authority's contacts from trade associations, which can be provided to the supplier. However, there are risks involved with this approach, as the contacts that the Authority has may be a biased sample. Therefore, the supplier is welcome to suggest an alternative sampling approach.

Directors:

These should include directors of solvent and insolvent companies, and those that have been disqualified. A total of approximately 25 directors are recommended, with five in each of the following groups:

directors whose companies have entered administration;

directors whose companies have entered compulsory liquidation;

directors whose companies have entered CVL;

directors of solvent companies;

disqualified directors

For insolvent companies, these should be split into directors of companies that have entered administration; compulsory liquidation; or CVL. The Authority can provide sample frames for these groups, in line with the Authority's personal information charter²⁰. However, these sample frames are not comprehensive and may be biased towards directors for whom unfit conduct has been reported. The Authority welcomes suggestions from the supplier on how to overcome these issues through sampling.

Directors of solvent companies should include directors from a range of business sizes. This should exclude directors who have

²⁰ [Personal information charter - The Insolvency Service - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/personal-information-charter)

previously faced insolvency. For these directors, it is suggested that the supplier should conduct interviews through a business panel which the Supplier can provide access to. However alternative suggestions are welcome.

The Authority can provide a sample frame for directors who have been disqualified, in line with the Authority's personal information charter.

Restructuring and insolvency lawyers:

The Authority proposes interviewing lawyers who specialise in restructuring and insolvency. This would include, amongst others, individuals at Silver circle²¹ and magic circle²² law firms. Approximately five interviews are proposed with restructuring and insolvency lawyers. The Authority can share a list of contacts in the legal profession who have an interest in insolvency. However, there are risks involved with this approach, as the contacts that the Authority has may be a biased sample. Therefore, the supplier is welcome to suggest an alternative sampling approach.

Academics:

The Authority suggests that approximately five academics should be interviewed. These should include academics with an interest in personal and/or corporate insolvency. The Authority can share contacts from which a sample frame can be built. However, alternative suggestions for sampling are welcomed.

Estimated Population Sizes:

The following tables present the number of corporate and individual insolvencies registered in England and Wales in 2021, taken from The Insolvency Service official statistics^{23,24}. The number of creditors per procedure will be higher than the number of insolvencies, as each insolvency can have multiple creditors. The number of insolvent directors is also likely to be higher than the number of corporate insolvencies, as each company can have multiple directors.

Company insolvencies in 2021

Insolvency procedure	Number of insolvencies
Compulsory liquidations	487
CVLs	12,661
Administrations	796

Individual insolvencies in 2021

Insolvency	Number of
-------------------	------------------

²¹ [Who Are the Silver Circle Law Firms? | The Lawyer Portal](#)

²² [What Are the Magic Circle Law Firms? | The Lawyer Portal](#)

²³ [Company Insolvency Statistics Releases - GOV.UK \(www.gov.uk\)](#)

²⁴ [Individual Insolvency Statistics: January to March 2022 - GOV.UK \(www.gov.uk\)](#)

procedure	insolvencies
Bankruptcies	8,715
Debt relief orders	20,135
Individual voluntary arrangements	81,193

The FAME database²⁵ estimated that there were 6,787,235 directors in the United Kingdom as at May 2021. This will be approximately the total number of solvent directors.

As per The Insolvency Service official statistics²⁶, in 2021/22, there were 802 total director disqualifications, including orders and undertakings.

The Authority does not have robust estimates on the total number of academics or restructuring and insolvency lawyers.

Outputs: In addition to the report, the supplier is expected to provide:

Research materials, including but not limited to:

topic guides

coding/analytical frameworks

sample frames

Outcomes:

Enabling the Authority to have KPIs for;

Creditors' confidence in the insolvency and enforcement regimes

Directors' confidence in the insolvency and enforcement regimes

Academics' confidence in the insolvency and enforcement regimes

Legal professionals' confidence in the insolvency and enforcement regimes

The Insolvency Service's brand presence amongst the specified stakeholders

Provide data and analysis that is useful to the Authority to make improvements to its Insolvency and Enforcement regimes as well as its brand presence.

KEY MILESTONES

The project should aim to be completed, including the written report, by 27th February 2023.

The project set-up meeting will be in the week commencing 17th October 2022.

The supplier should provide clear timelines for each stage of the project in the form of a Gantt chart, to ensure that it is completed by the deadline.

²⁵ [Fame | UK & Ireland Company Data | Bureau van Dijk \(bvdinfo.com\)](#)

²⁶ [Insolvency Service Enforcement Outcomes - GOV.UK \(www.gov.uk\)](#)

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The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Completion of first two weeks of fieldwork	to be proposed by supplier
2	Final report completed and signed off	by 27 th February 2023

AUTHORITY'S RESPONSIBILITIES

The Authority will provide all sample frames agreed to in a timely manner to ensure the supplier is not delayed.

The Authority will attend regular catch-ups with the supplier (at least fortnightly), and will sign-off on completion of milestones within 14 calendar days of completion of any milestone.

CONTRACT AND SERVICE MANAGEMENT

A collaborative relationship will be required with the Authority's analyst and strategy teams throughout the project. An initial set-up meeting (via Microsoft teams) will be required at the start of the contract, followed by fortnightly Microsoft teams' updates on progress.

It is expected that the supplier will provide regular updates to the Authority, informing of progress with the research. Updates should include, but not be limited to, recruitment, interview progress, interim findings, changes to materials, analysis, and write-up.

REPORTING

The primary output from this research is a report, summarising the research methodology, analysis, results and conclusions. The report produced in 2021/22 provides an indication of what the Authority would expect the report to look like.

This report should take the form of a word document of no more than 50 pages. This should include an executive summary, introduction and background, methodology, results and conclusions. Additional materials can be included in an Annex if required.

The report should:

- Be written in an accurate, brief and clear format. Reports should be as concise as possible without compromising understanding and completeness. Reports should use plain English and be grammatically correct.

- Highlight key points and findings that clearly address and answers the research questions, allowing time pressured stakeholders to skim through the report but understand the story.

- Be suitable for publication. If the reports are published, they will be converted to HTML format. More guidance on this will be provided by the Authority upon contract award.

- Use a font size no smaller than 10.

Provide an explanation of any assumptions and the level of uncertainty in the results. This is to align with Aqua book guidance²⁷ stating ‘when using the analysis, the commissioner must understand the strengths, limitations, inherent uncertainty and the context of the analysis so that the results are interpreted correctly.’

Consider the framework for assessing quality in qualitative evaluation within the Magenta book annex²⁸ when writing up methodology and results.

The current intention is for the reports produced by the supplier, and agreed to by the Authority, will be published on gov.uk.

VOLUMES

A total of 45 interviews should be completed, covering each of the stakeholders outlined in 6.2.2.

CONTRACT DURATION

The contract will last until 31st March 2023.

CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier should present new ways of working to the Authority during fortnightly Contract review meetings.

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.

QUALITY

All methods and practices proposed should align with the Government Social Research Ethical Assurance for Social Research in Government²⁹ as well as the Magenta book annex on quality in qualitative evaluation³⁰ (as the framework can also be used for qualitative research more generally, irrespective of whether it has an evaluative purpose).

PRICE

Suppliers are expected to provide a breakdown of costs. Prices must be submitted in Pound (£) sterling, exclusive of VAT.

Breakdown of price should include the day rates and number of hours work expected for each grade.

Prices are to be submitted via the In-tend e-sourcing Suite excluding VAT.

²⁷https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/416478/aqua_book_final_web.pdf

²⁸https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/190986/Magenta_Book_quality_in_qualitative_evaluation_QQE_.pdf

²⁹<https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>

³⁰https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/190986/Magenta_Book_quality_in_qualitative_evaluation_QQE_.pdf

STAFF AND CUSTOMER SERVICE

It is essential that the supplier has relevant practical experience of the methods they propose, both in terms of data collection and analysis. Experience of project management is also required.

Previous experience of insolvency is not essential however would be beneficial and the extent of that experience should be highlighted in the quotation.

The supplier must provide a named, permanent, principal project manager who shall oversee the day to day running of this Contract.

The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Confidence in the Regime Contract in order to consistently deliver a quality service to all Parties.

Potential Provider's staff assigned to the Confidence in the Regime Contract shall have the relevant qualifications and experience to deliver the Contract.

The Potential Provider 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.

SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Project management	Deliverables are completed on time and all outputs are achieved. Supplier to report progress against Deliverables. Authority to assess whether outputs achieved.	Delivery timescales and outputs achieved
2	Quality standards	Reports received should be robust in a way that will stand up to scrutiny and be suitable for publication. Authority to assess research and reports have delivered the required outputs and outcomes that will stand up to scrutiny	Reports are comprehensive and indicate appropriate research and analysis has been undertaken relating to the specification of requirements.

KPIs are essential in order to align performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver.

The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.

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The Authority and the supplier will work closely together and on regular occasions review performance against KPIs and if appropriate agree action plans. The Authority expects the supplier to agree and implement these plans.

SECURITY REQUIREMENTS

Personal data from the Authority is required to be transferred to the supplier so they can make contact with the sample and provide suitable analysis for the research. This is in line with the Insolvency Service Personal information charter.

Suppliers must ensure that personal information is only used for its intended purpose.

The supplier must store the data securely, with it being restricted to members of the project team. No sensitive information should be stored on researchers' hard drives or other portable media.

Following project completion or termination, the supplier will be required to delete the data provided by the Authority, including emails containing the data.

INTELLECTUAL PROPERTY RIGHTS (IPR)

The Authority will own the output of the report and will publish this on Gov.uk.

PAYMENT

Payment will be made in two instalments following completion of the key milestones. After milestone 1 is achieved (first two weeks of fieldwork complete), 33% will be paid. After milestone 2 is achieved (the written report is completed and signed off), the remainder will be paid (67%).

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

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

LOCATION

The location of the Services will be carried out remotely.