

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

### Part 1: Letter of Appointment

Ministry of Housing Communities and Local Government  
2 Marsham Street  
Westminster  
London  
SW1P 4DF

Dear Sirs

### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier dated 4<sup>th</sup> March 2020.

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

Order Number:	TBC
From:	Ministry of Housing Communities and Local Government ("Customer")
To:	British Geological Survey ("Supplier") Keyworth Nottingham NG12 5GG

Effective Date:	9 <sup>th</sup> March 2020
Expiry Date:	End date 8 <sup>th</sup> March 2021 There will be no option to extend this Contract

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none"><li>· the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B;</li></ul>
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Key Individuals:	<p><b>For the Customer</b> REDACTED</p> <p><b>For the Supplier</b> REDACTED</p>
[Guarantor(s)]	Not applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	As Per Annex C Rates are inclusive of expenses and exclusive of VAT. Roles and Rates will remain firm for the duration of the Contract. Day rates are based upon an eight (8) hour day.
Insurance Requirements	Nothing in addition to the Terms and Conditions of RM6018 Research Marketplace Dynamic Purchasing System
Customer billing address for invoicing:	<p>Payment can only be made upon receipt of an invoice containing a detailed elemental breakdown of works and a valid purchase order number.</p> <p>Payment will be made within thirty (30) days of a correctly submitted invoice submitted to;</p> <p>REDACTED</p>

Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not applicable
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**FORMATION OF CONTRACT**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt**

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

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

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

## ANNEX A

### Customer Project Specification

#### 1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1. This requirement is to collate process, analyse and report on data from survey material from Minerals Planning Authorities and Quarry site operators. The Aggregate Minerals Survey for England and Wales 2019 is carried out on behalf of the Customer and the Welsh Government and covers all areas of England and Wales. The survey has been published every four years since 1973. The requirement is to continue and improve upon the analysis and reporting which has been carried out continuously since 1973. The last survey was dated 2014 and it provides an in depth and up to date understanding of sub national (including county level) and national; sales; cross boundary flows; transportation; consumption and permitted reserves of primary aggregates. <https://www.gov.uk/government/publications/aggregate-minerals-survey-for-england-and-wales-2014>.
- 1.2. The data and information from this survey will be used by Government to monitor and revise, as necessary, national planning policy and guidance on anticipated mineral demand. As the most robust and comprehensive survey of aggregates performance, its findings underpin three key activities:
- 1.1.1. It allows the aggregates industry to understand current national (and sub national) supply, so that operators can adjust production to reflect market demand. This is particularly important now given the increasing demand for aggregates by the construction industry, linked to the Government's housebuilding and infrastructure programmes and ambitions;
  - 1.1.2. The preparation of Local Aggregates Assessments (as required by the National Planning Policy Framework) by minerals planning authorities, which are annual assessments of the demand for and supply of aggregate in their areas; and
  - 1.1.3. The ability of Government to monitor guidance on anticipated mineral demand, including the need to revise current national aggregates production guidelines.

- 1.3. In addition to the role of the survey as an essential part of monitoring and developing national aggregate minerals policy and national guidance. The survey provides contextual data for planning decision makers, is utilised as the basis of reports by other stakeholders in particular the minerals industry and provides stakeholders with a clear picture of the current position on flows, sales consumption and planning permissions.
- 1.4. The work associated with the survey needs to take account of the confidentiality restraints including those imposed by the Freedom of Information Act and the Environmental Information Regulations and General Data Protection Regulations. The Potential Provider, Mineral Planning Authorities and AWP Secretaries will be subject to strict conditions of confidentiality.
- 1.5. The personal data included in the forms used in the survey is low level, low risk data which is related to the contact details of the person filling in the form and would be covered by Customer standard GDPR statements. The Customer will work with stakeholders to identify a full list of survey participants for both the survey of Mineral Planning Authorities and the survey of quarry sites. The Customer will work with stakeholders to ensure the effective dissemination of survey forms to survey participants. The Customer will work with the stakeholders and the Supplier to ensure that the requirements for commercial confidentiality are identified, addressed and met.

## **2. THE SPECIFIC RESEARCH OBJECTIVES ARE TO:**

- 2.1. Review and refine data collection proposals which have been developed and piloted by the Customer. Evaluate associated data flows, chasing and checking processes for both of the survey questionnaires used in the survey (known as Form A and form B) and make final recommendations regarding any proposed changes to the proposals.
- 2.2. Check proposed data outputs for both of the surveys to ensure they will provide appropriate data inputs for reporting purposes and that they will allow comparison with past survey data.
- 2.3. Define and agree with steering group a list of tables and maps to include in the final report.
- 2.4. Collate, input and analyse data from completed Form A and Form B.
- 2.5. Prepare the report with agreed tables and maps with associated commentary providing comparisons to the past study in line with past reports.

### 3. DEFINITIONS

Expression or Acronym	Definition
Aggregate Mineral	Means naturally occurring material suitable for aggregate use in the context of this survey – gravel and crushed rock includes marine dredged sand and gravel.
Primary aggregate	Means Aggregate produced from naturally occurring mineral deposits and used for the first time.
MPA	Means Mineral Planning Authority responsible for minerals planning
NPPF	Means National Planning Policy Framework
AWP	Means Aggregate working party
Land-won aggregates	Means crushed rock and sand and gravel – used for construction

#### **4. THE SCOPE OF THE REQUIREMENTS OF THE SURVEY ARE:**

- 4.1. Ensuring high levels of participation by using meetings of the project Steering Group which has representatives from Welsh Government, AWP's and MPAs and industry to ensure engagement, cooperation and stakeholder support from the start of the contract. The Supplier will arrange regular meetings of the steering group to ensure steering group sign off to format of data collection forms, interim and final report. The Supplier will be in frequent contact with Aggregate Working Party Secretaries in each region to monitor and manage level of participation on Form A survey responses.
- 4.2. Reviewing and developing the proposed data collection approach and proposed forms, ensuring that the data content will provide sufficient information to enable the production of the final survey report and that the burden on participants will be minimised to ensure high levels of participation.
- 4.3. Reviewing the format of the data which will be produced from the data collection (excel based) if necessary converting it into a format that can be used for analysis. Ensuring that the data forms have been subject to the relevant quality assurance and validation processes.
- 4.4. Processing, analysing and presenting the data as a final report taking a lead from the format and approach of previous studies to enable comparison. Comparing results with that of previous surveys. Ensuring uncollated data from Form A is destroyed once reporting is complete.
- 4.5. Dissemination of the survey findings.
- 4.6. Identifying any further lessons for future surveys in a short report.

#### **5. OUT OF SCOPE:**

- 5.1. Initial data collection redesign and piloting will be developed and delivered by the Customer. There will be No requirement to compile a list of survey participants as this will be provided by, MPAs and industry bodies. The chasing of incomplete forms in relation to both surveys will be carried out by the Customer, MPAs and AWP secretaries unless initial review of processes indicates otherwise. There will be No requirement to comment on wider NPPF policy implications resulting from the analysis of the survey.
- 5.2. The completion of survey forms by third parties is not mandatory but the Customer would wish to see response rates at similar levels as previous studies before the collation and reporting process commences.

#### **6. THE REQUIREMENT**

- 6.1. The aim of the work is to manage the survey and process, collate and report on data on primary land-won and marine dredged aggregates planning, covering:

- 6.1.1. Sales, consumption and flows.
- 6.1.2. Permitted reserves.
- 6.1.3. Sales of primary aggregates (sand and gravel, crushed rock);
- 6.1.4. Flows of primary aggregates (sand and gravel, crushed rocks);
- 6.1.5. Consumption of primary aggregates (sand gravel, crushed rocks);
- 6.1.6. Sales and reserves in environmentally designated areas;
- 6.1.7. Planning permissions, applications under consideration, withdrawals and refusals.
- 6.1.8. Number of active land won quarries and wharves;
- 6.1.9. Activity in relation to allocated sites.
- 6.1.10. Alternative aggregates, and mode of transport.

6.2. The key output overall is the production of a comprehensive survey report. The survey will provide reporting at national, sub national and county/strategic level.

## **7. STUDY PHASES –**

### **7.1. Review Data Collection:**

- 7.1.1.1. Review previous post study improvements report and consider incorporation of potential changes in line with recommendations.
- 7.1.1.2. Review the Customers proposed data collection methods, data flows and outputs, mindful of the results of the piloting exercise and make recommendations about any changes to data collection to the Customer as part of the interim report.
- 7.1.1.3. Review quality-checking process.
- 7.1.1.4. Review data collection outputs to ensure they will provide appropriate inputs to analysis and reporting (in Line with previous studies) and report any issues to the Customer including where the Supplier will need to process or covert data to enable analysis.
- 7.1.1.5. Review current data collection guidance and clarify underpinning definitions, which inform the survey.
- 7.1.1.6. Produce an interim report to cover review of data collection and proposed analysis and content to be included in the final survey report.
- 7.1.1.7. This stage includes organising a steering group meeting to discuss the interim report, draft tables and final data collection/survey forms.

## **8. DATA PROCESSING AND COLLATION**

- 8.1. Monitor levels of completion of survey responses take appropriate steps working with stakeholders to ensure levels of response as per previous surveys, collate and process data provided by the Customer and Stakeholders, check results and compile draft tables.
- 8.2. Implement clear data protection and confidentiality protocols.
- 8.3. Interpret and analyse data and compare with that of previous studies.
- 8.4. Provide collated data and map files to the Customer in an agreed format.
- 8.5. Prepare a draft final report in the Customers house style, which includes a clear self-contained executive summary covering all main conclusions and a commentary for each set of tables and maps.
- 8.6. This stage includes organising a steering group to discuss the draft final report, to ensure all issues raised by the steering group at interim report stage are covered and to ensure the draft final report is fit for purpose and accurate.

## **9. DATA REPORTING**

- 9.1. Following steering group meeting a final report to be produced to address steering group comments.
- 9.2. The report must be set out in the Customers house style
- 9.3. Final report circulated for fact check only.
- 9.4. Complete online publication ready version of the final report.
- 9.5. Produce a lessons learned note and indicate any changes, which need to be made in relation to future survey.

## 10. DATA DISSEMINATION

- 10.1. Report published on Gov.UK website
- 10.2. Circulation of information and covering letter to other government departments.
- 10.3. Included as link in Chief Planners newsletter.
- 10.4. Presentation to main parties included in the contract.
- 10.5. Customers staff to provide internal presentations to other Government Departments with an interest in the results.
- 10.6. Press briefing.
- 10.7. Articles for planning and minerals publications.

## 11. KEY MILESTONES AND DELIVERABLES

- 11.1. The Supplier will provide weekly email updates or telephone calls on progress and will have a telephone catch up meeting at least once per month.
- 11.2. Where third parties are engaged, the Supplier will use all reasonable endeavours to achieve the desired results to meet these deliverables.
- 11.3. The final report must have a self-contained summary section. The report format must be compiled with reference to previous reports and must be compatible with the tables in previous report as there is a requirement to compare the results with those of previous years.
- 11.4. The following Contract milestones/deliverables shall apply:

<b>Milestone/Deliverable</b>	<b>Description</b>	<b>Timeframe or Delivery Date</b>
1	Inception meeting to review specification and bid and agree milestones and detailed timescales	Within one week of Contract Award February 2020
2	Review of data collection methods, verification processes and data protections/confidentiality requirements with recommendations for any changes	Within 4 weeks of appointment methods and verification processes
3	Draft interim report with data collection forms, definitions and list of proposed tables and maps	Within 6 weeks of appointment
4	Steering group organised and	7 weeks from inception meeting

	feedback on draft interim report	(9weeks from appointment)
5	Final initial report signed off	9 weeks from appointment
6	Customer to send out survey forms A and B	No later than 11 weeks from appointment
7	Form B data provided to contractors	No later than 20 weeks from appointment
8	Form A data provided to contractors	No later than 31 weeks from appointment
9	Data collated and processed	No later than 35 weeks from appointment
10	Draft final report circulated	No later than 40 weeks from appointment
11	Steering group organised and final draft report signed off by steering group	No later than 42 weeks from appointment
12	Final report published	No later than 44 weeks from appointment
13	Lessons learned report	No later than 45 weeks from appointment
14	Presentation of results to AWP secretaries	No later than 52 weeks from appointment
15	Presentation of results to wider industry and MPAs at suitable events and through	At first available suitable conference

## **12. MANAGEMENT INFORMATION/REPORTING**

- 12.1. To ensure that the project meets the interests of key stakeholders within Government, the Customer requires weekly email updates from the Supplier. The Customer must be kept up to date on mythology, any difficulties in data collection, progress with the survey, interviews, and emerging findings. This must ensure that the research quality is high and closely tailored to policy needs.
- 12.2. The Customer requires a weekly review email with the Supplier to ensure that the research is progressing well. The Customer and the Supplier can take a view each week as to whether an additional review telephone call is needed in a particular week. The Customer understands that a review call might not be necessary each week but there must be a call at least once a month. This level of contact should allow for any difficulties that may arise to be dealt with promptly.
- 12.3. The Customer requires the Supplier to present their emerging findings to the Customer potentially at the draft report stage. Once the final report is completed, it will be helpful for the Supplier to present the key messages from the research to the Customer, unless this is largely unchanged from the presentation of the emerging findings.

### **13. VOLUMES**

- 13.1. For reference and comparison, the overall response rate to the survey in the 2014 study was 90% for Form A (quarry site operators) and 100% for Form B (Mineral Planning Authorities). Further information on this can be found in the published final report for the 2014 study, which can be found here:

<https://www.gov.uk/government/publications/aggregate-minerals-survey-for-england-and-wales-2014>. Neither of the surveys is mandatory.

### **14. CONTINUOUS IMPROVEMENT**

- 14.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 14.2. The Supplier should present new ways of working to the Customer during the weekly review phone calls or emails.
- 14.3. Changes to the way in which the Services are to be delivered must be brought to the Customers attention and agreed prior to any changes being implemented.
- 14.4. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

### **15. SUSTAINABILITY**

- 15.1. The Customer requires the Supplier to set out details of their sustainability considerations. This includes ensuring that the research is carried out electronically where possible.

### **16. QUALITY**

- 16.1. Responses must provide a quality plan for the project including practices and procedures for protecting personal data and assuring quality in the project overall. The plan must identify appropriate stages for reviewing the programme of work with The Customer.
- 16.2. The Supplier must provide a risk register which must indicate the likelihood and impact of each risk (using red, amber, and green classifications). The risk register must also include suggested mitigations and contingencies for each risk.
- 16.3. The final outputs of the project may undergo a peer review process to ensure their quality.

### **17. STAFF AND CUSTOMER SERVICE**

- 17.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

17.2. The Suppliers staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

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

## 18. SERVICE LEVELS AND PERFORMANCE

18.1. The Customer will measure the quality of the Suppliers delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	Presentation of results to AWP's no later than 52 weeks from appointment	100%
2	Service Delivery	All milestones agreed at the inception meeting to be met as described in Section 7	100%
3	Report Quality	The Final report is to be presented to the standard agreed at the inception meeting.	100%

## 19. SECURITY AND CONFIDENTIALITY REQUIREMENTS

19.1. The Supplier must comply with the General Data Protection Regulation (GDPR) 2018 and all other applicable and appropriate laws of England and Wales. The Supplier must have in place appropriate and up-to-date data security protocols, which are compliant with the Customers standards.

## 20. CONTRACT MANAGEMENT

20.1. Contract management activities shall be undertaken by the Customer in partnership with the Supplier.

## 21. LOCATION

21.1. The location of the Services will be carried out at the Customers offices in either London Birmingham or Nottingham. The location will be confirmed at the inception meeting

**ANNEX B**

**As per the Suppliers Proposal dated 5<sup>th</sup> December 2019**

REDACTED



## **Annex C Contract Charges**

REDACTED

Rates are based on an 8 hour working day and are inclusive of expenses and exclusive of VAT. Rates will remain firm for the duration of the Contract.

## Part 2: Contract Terms



Contract Terms v6.0