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

* 1. **Letter of Appointment**

I.F.F Research Ltd

Alistair Kuechel - Director

5th Floor St Magnus House

3 Lower Thames St

London

EC3R 6HD

Dear REDACTED

**Letter of Appointment for the Provision of Research and Analysis into Recruit Training Survey and Officer Cadet Survey – Contract Reference: CCZZ20A39**

This letter of Appointment dated Wednesday 30th September 2020 is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

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

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| Order Number: | To be provided post Award |
| From: | Ministry of Defence ("Customer") |
| To: | I.F.F Research Ltd ("Supplier") |

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| --- | --- |
| Effective Date:  | Thursday 1st April 2021 |
| Expiry Date:Extension Option:   | Tuesday 1st April 2025.Option to extend for One (1) year to Wednesday 1st April 2026.  |

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| Services required:   | Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by:· the Customer’s Project Specification attached at Annex A and the Supplier’s Proposal attached at Annex B;  |

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| --- | --- |
| Key Individuals: | Contracting Authority: REDACTED - Principal Occupational PsychologistREDACTED@mod.gov.uk Tel: REDACTEDSupplier:REDACTED – DirectorREDACTED@iffresearch.com Tel: REDACTEDREDACTED – Associate DirectorREDACTED@iffresearch.com REDACTED – Senior Research ManagerREDACTED@iffresearch.com  |
| Guarantor(s) | Not Used |

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| Contract Charges (including any applicable discount(s), but excluding VAT): | In accordance with Contract Terms Schedule 6 – Contract Charges |
| Insurance Requirements | Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £1,000,000.00 million for each individual claim. |
| Liability Requirements | **Suppliers limitation of Liability** (Clause 18.2 of the Contract Terms); |
| Customer billing address for invoicing: | Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment will be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.Invoicing address is: HQ ARITC, Finance Team, Trenchard Lines, Upavon, Pewsey, Wilts, SN9 6BE |

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| GDPR | In accordance with Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects |
| Alternative and/or additional provisions (including Schedule 8 (Additional clauses)): | **Schedule 8 - MoD Additional Clauses** |

**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:

REDACTEDREDACTED

Signature: Signature:

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Date**:** 01/10/20 Date:2/10/20

**Annex A**

**Customer Project Specification**

# PURPOSE

## The UK Ministry of Defence (MoD) require a Provider to deliver a continuous survey of military recruits’ experience of introductory military and military trade training.

## The MoD trains approximately 25,000 new recruits each year in readiness for their first military role. The Potential Provider will provide the entire survey cycle; support to survey administration, data handling & research analysis, and external reporting.

## The Potential Provider services will provide the corner stone of training evaluation, training governance and safe-guarding. Further, the Potential Provider will provide the means for the data to be accessed in a timely manner to be utilised by each of the training units across the training estate of the MOD. This will enable training teams to adjust training and respond as issues are identified.

# BACKGROUND TO THE CONTRACTING AUTHORITY

## Army Recruitment and Initial Training Command (ARITC) is the 2\* headquarters responsible for both for recruitment and initial training for British Army soldiers and officers.

## ARITC has held the role of defence lead on the surveys since 2004. Since then ARITC and its previous incarnations have been managing the growth of the surveys as they become pan defence, and later expanded to include officer and reservist training.

## The surveys are managed from within ARITC by a small team of occupational psychologists. The team is made up of the ARITC Principal Occupational Psychologist and a psychologist in training.

## The Surveys have been operational for 11 years across the four combined Services (Army, Navy, RAF and JCF now referred to as UKStratCom). The questionnaires have been continually improved upon following feedback from participants, administrators & users of the survey, the ARITC team and the current supplier.

## The current supplier has been the Provider for the survey since its inception and this Contract will conclude on 31st March 2021 and is up for renewal.

# Background to requirement/OVERVIEW of requirement

## **Pan Defence Initial Military Training Survey:** Pan Defence surveys of newly recruited soldiers and officers is required to capture their experience and satisfaction with training.

## The surveys will be available for completion by all British Services recruits and trainees in Phase 1 and Phase 2 training at regular training units and establishments (TU), Army reservist training and at the four officer cadet colleges – Please refer to Annex 1 – Table 1 for a full list.

## The surveys provide a measure of various aspects of training as perceived by recruits, trainees and officer cadets. The surveys capture views on recruitment, facilities, medical and training support, and most importantly the issues of fairness, equality and safeguarding. Previous surveys are reported here <https://www.gov.uk/government/collections/officer-cadet-survey> and here <https://www.gov.uk/government/collections/recruit-trainee-survey>

## The surveys are:

## Recruit Training Survey – Phase 1

(Both referred to as RTS.)

## Recruit Training Survey – Phase 2

## Army Reserves Training Survey (ResTS)

## Officer Cadets Survey – Phase 1 (OCS)

## Phase 1 refers to initial military training which is undertaken by all British Services recruits but is separate for each service (Army, Navy, RAF and JFC – now referred to as UKStratCom). Phase 2 refers to military trade training which is specific to the trainees chosen trade i.e. Artillery, Engineer, Navigator. In most cases phase 1 and phased 2 are taught at different schools. Although both officer cadet and recruits undergo phase 1 they are surveyed and reported separately.

## RTS, ResTS and OCS are all completed just prior to the point where the trainee or officer cadet leave the TU, unless they have been with the TU less than 2 weeks. One exception, is where a TU teaches both phase 1 and phase 2, as is the case for the Army School of Infantry and Royal Navy (RN) Commando Training Wing. Here, the phase 1 survey is administered at the end of the phase 1 element of training and phase 2 at the end of the course.

## Both aspects of the RTS are administered online within the TUs. The Potential Provider would need to provide the online survey platform, with questions provided by the MoD.

## The OCS comprises of only one survey. No OCS exists for phase 2 training of officers at this point, although it may be requested in the future. The current OCS has been administered on-line since 2013.

## The ResTS, is an Army only survey for reserve trainees and comprises only one survey. This survey will be offered to all Army reserves completing their Phase 1. Access to facilities differ across the reserve training units and in some cases paper and pencil surveys will be required. Where paper and pencil survey is required, the Potential Provider will need to courier the paper survey to the TU, receive the survey back and complete data capture.

## The RTS, OCS and ResTS are:

## Voluntary

## Anonymous

## Confidential

## Anonymous GDPR requirements still apply as special category data is collated, i.e. gender and religion.

## The four surveys comprising the RTS Phase 1 and Phase 2, OCS Phase 1 and ResTS have been designed internally, approved by the relevant MOD Working and Steering Group which includes representation from all Military Services.

## The delivery of the surveys by the Potential Provider will be overseen by the ARITC Occupational Psychologist (as the Defence Lead), Chief of Defence People (CDP) Statistics team and Steering Groups chaired by Training, Education, Skills, Recruitment and Resettlement (TESRR) Directorate and representatives from each of the Services.

# definitions

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| ARITC  | Army Recruiting and Initial Training Command  |
| ARITC Occ Psych Team  | Occupational Psychology team based at Army Recruitment and Initial Training  |
| BRNC | Britannia Royal Naval College |
| CDP | Chief Defence People |
| COTE  | Commanding Officer of Training Establishment |
| CTCRM | Commando Training Centre Royal Marines |
| JFC | Joint Force Command – Now known as UKStratCom |
| MOD | Ministry of Defence |
| MODNET | MOD IT infrastructure  |
| OCS | Officer Cadet Survey  |
| Phase 1 Training  | This is the first training any serving personnel receives in general military skills tailored to the Service in question. This is known as Basic Training in the British Army  |
| Phase 2 Training | This is the specialist training received after the general military skills specific to the recruit’s role in the Service they have joined. It is also known as Initial Trade Training or ITT in the British Army  |
| RAFC | Royal Air Force College Cranwell |
| RESTS | Reserves Training Survey  |
| RMAS | Royal Military Academy Sandhurst |
| RTS | Recruit Training Survey |
| SPSS | Statistical Package for the Social Sciences |
| TESRR  | Training, Education, Skills, Recruitment and Retention [MOD Policy Team] |
| TU | Training Unit |
| UKStratCom | UK Strategic Command – the new title for Joint Force Command (JFC)  |

# scope of requirement

## The RTS survey services will be available to all TUs that train regular ordinary ranks in all Services, see Table 1 – Annex 1.

## All aspects of survey cycle are to be delivered by the Potential Provider, the project is essentially outsourced in full and the necessary aspects to be delivered under the contract are:

### Survey web hosting and administration support.

### Survey production and delivery where paper surveys are required.

### Survey data capture, storage and transfer.

### Qualitative and quantitative data analysis.

### Provision of web hosted application (web-app) for 24/7 access to standard reports, comments data, tailored reports, and usage data.

### Training of MOD personnel to use the web app and induction.

### Support services to TUs.

### Monthly quantitative reporting for each TU.

### Monthly summary qualitative analysis and reporting.

### Quarterly reporting for ResTS.

### Quarterly reporting of summaries at Service level.

### Annual Official Statistics report.

### Attendance at survey management meetings and gatherings.

### Support survey and reporting quality enhancement.

## The Potential Provider will not be expected to organise the stakeholder gatherings, conduct individual unit visits or develop comms material to improve response rates.

## The OCS survey services will be available to the four Officer Cadet training colleges:

# Royal Military Academy Sandhurst (RMAS)

# Britannia Royal Naval College (BRNC)

# Royal Air Force College (RAFC)

# Commando Training Centre Royal Marines Command Wing (CTCRM)

## The ResTS will be administered at all Army reserve TUs –Table 2 – Annex 1

# The requirement

## The Potential Provider is required to deliver the entire survey cycle from data collection to reporting.

## This will include the following:

## **Survey web hosting and administration support**

### The RTS and OCS questionnaires are to be administered on the Providers web hosted platform for approximately 26,500 surveys at 58 locations. Each location will have its own identifier and therefore a control will need to be applied to ensure correct location is identified.

### Currently the Service TUs and TUs sitting within Strategic Command (UKStratCom), administer the questionnaire via the internet, http, on PCs on site. Other arrangements for administration, such as use of smart phone, will be considered.

### The Potential Provider shall provide TU’s with administration support during working hours 9-5 Mon-Fri. Support may include but not limited to providing login details or support on technical issues in respect of the web hosting. Response times are expected to be triaged based on the urgency of the support request. No response should take longer than 24hrs and immediate response will be needed where it supports survey administration on that day,

## **Survey production and delivery where paper surveys are required**

### The ResTS is currently delivered using paper and pencil. This can continue for the 10 locations (refer to Annex 1 - Table 2) (circa 1000 surveys) but MoD is eager to explore transition to online data capture over the term of the contract. The same administration service would be expected as transition to online survey occurs.

### Survey questions will be provided by the MoD, however the Potential Provider will be required to design the survey format, subject to approval from MoD prior to issue.

### Until an online alternative is in place the Potential Provider will be expected to courier surveys to locations, receive surveys back and conduct data entry. Completed paper surveys will be held securely in containers marked OFFICIAL-SENSITIVE by the Provider for 12 months before being securely destroyed.

## **Survey electronic data capture, storage and transfer**

### The Potential Provider will provide all data management services and will need to ensure the security of data as stipulated in section 16.

### Online data capture shall be managed to ensure the integrity of the survey data with appropriate controls in place to ensure accuracy of the data captured.

### In addition to the GDPR requirement stated in section 16, any data stored or transferred should be:

#### Password protected.

#### Encrypted.

#### Have appropriate staff access rights and controls on data.

#### Have appropriate physical protection.

#### Utilise pseudonymization.

#### Use a secure back-up process.

### All collected data will need to be held by the Provider for the duration of the contract. On contract cessation, data will need to be transferred to the MoD in an encrypted format.

### The Potential Provider shall provide appropriate historic comparison reporting in the web-app. The Potential Provider will be expected to hold data collected in previous years’ surveys (to be provided to the successful Supplier following Contract Award). This data will fall under the same controls even though not collated by the Provider.

### Data transfer: On a quarterly basis secure and encrypted transfer of raw data in Ms Excel or CSV usable in SPSS.

## **Qualitative and quantitative data analysis**

### The Potential Provider will be expected to conduct thematic analysis on verbatim comments to identify those that contain allegations of poor or unfair treatment, and comments which identify the individual intends to harm themselves or others. Identified comments will need to be reported see section 6.11.

### The Potential Provider will be expected to conduct quantitative analysis as part of the reporting. The response frequency at the question level is the mainstay of the analysis. However, this will also need to be conducted to aggregate data at different levels of hierarchy in the organisation. The analysis will be the same for each survey.

### Analysis will also be required within and between classes of data, and between time periods. Statistical analysis is required to provide assurances that any falls or gains noted between data sets are statistically significant. It is therefore expected the Potential Provider will have, or have access to, a qualified statistician to determine the most appropriate parametric or non-parametric statistical techniques. The Potential Provider will be expected to advise on the most appropriate analysis to conduct.

## **Provision of web hosted application (web-app) for 24/7 access to standard reports, comments data, tailored reports, and usage data.**

### The Potential Provider is required to provide 24/7 web access to the data for all TUs to conduct timely bespoke data extraction, interrogation and analysis. The current web-app is a drop-down menu driven application which allows exploration of current year and past year data. The application is owned by the current Provider.

### The potential provider will provide a web-app that has functional simplicity and will be drop-down menu and filter driven to allow ease of use. The data accessible from the web-app is described in 6.7.4.

### Any future web app will need to demonstrate itself ready for use by the implementation date of 31 March 2021. Utility and ease of use will be of priority. The web-app does not necessarily need to have been developed by the Potential Provider. However, it is required that the Potential Provider has management and responsibility for delivery of the web-app service and can provide immediate responses on technical problems and is able to customise the reporting as part of any embellishments needed throughout the contract.

### The web-app will provide:

#### Snapshot reports of performance on key questions for the last 3 and 6 months

#### Tailored analysis by multiple filters and sub-groups

#### View written responses to open-ended survey questions

#### Access to historic data (to be provided by MoD during Contract Implementation)

### Historic data will need to be accessed to allow appropriate analysis of trends. It is required that the Potential Provider will carry at least 5 years previous data for the surveys.

### TU access is required for all 58 units participating, with the number of units likely to change over the period. TUs will only be given access to own and other TUs data given their position in the hierarchy. The web-app will have the flexibility to report at differing levels of the hierarchy, aggregating TU data at different levels up the chain of command, up to the level of Service, whilst still providing individual TU data for deep dive analysis.

## **Training of personnel to use the web app and induction**

### Induction training will be required for two personnel at each unit. This will require training for 140 personnel to be delivered within the first two months of the contract.

### MoD personnel rotate roles on an average every two years. The likely churn will require training of approximately 30 personnel a year following the initial induction training.

### Training can delivered in a flexible and cost effective manner, for instance using webinars, however it will need to be facilitator led.

### Training should cover:

#### Introduction to the survey

#### Administration and data captured process

#### Use of the web-app and data extraction

### The Potential Provider will be asked to provide induction training on some other trainer induction programmes. Specifically, the Commanding Officer of Training Establishment course run periodically throughout the year.

## **Support services to TUs**

### Provide helpdesk services through telephone line and email for the Service units, supporting both survey administration and data extraction or reporting.

### Help lines should be accessible in normal working hours 9-5 Mon to Fri, with one phone line and one email address considered enough. Based on current usage the support team should expect no more than ten calls a week, although this will be dependent on adequate induction training and ease of use of the web-app.

### Response times will be based on the reason for the call - in support of administration should be near immediate, other less urgent issues can be responded to within 24hrs.

## **Monthly quantitative reporting to each TU and summaries at Service level for RTS and OCS only**.

### For each TU a one-page report showing quantified positive responses for 12 questions that have been identified by the MOD as key performance indicators, (these questions follow the similar 5 point likert scale as elsewhere in the survey) with additional graphics demonstrating comparison with a previous year’s Defence average response frequencies or some other benchmark to be agreed.

### For ARITC Occupational Psychologists team summary positive responses for the 12 KPI questions provided in MS Excel. Reports will show:

#### Question response frequencies at unit and each hierarchical level

#### Prior months unit and aggregate positive responses

#### Prior years unit and aggregate positive responses

#### Graphics to highlight differences of 5% or more between, current month and previous months combined average, and previous months combined average and previous year.

## **Monthly qualitative reporting for RTS and OCS only**

### All comments captured in open text box questions to be analysed for allegations of poor or unfair treatment, or indications of harm to self or others.

### Where allegations made contain details of individuals or rank of alleged offender these details will be redacted.

### Comments identified will be reported to the ARITC Occupational Psychologists team in single collated report.

### The allegations will be thematically analysed, and theme frequency reported in conjunction with the comments so that the comment and theme allocation are shown together.

## **Quarterly reporting for ResTS**

### The Potential Provider will provide full reports, including numbers of completed surveys, trend analysis by quarter for all questions and supporting commentary analysis.

## **Quarterly reporting of summaries at Service level**

### For each Service (Army, Navy, RAF and StratCom) the potential provider will provide the ARITC Occupational Psychologists team a summary of top two positive responses or similar for each of the quantitative questions.

#### By quarter and by ‘period to date’

#### Identifying falls and gains of 5% or more

#### Where a gain is identified further analysis to identify contributing gains or falls at lower levels in the hierarchy is to be provided.

## **Annual Official Statistics report.**

### The Potential Provider will produce the annual report to be published on the Government Website and filed at the House of Commons Library.

### The report will contain all quantitative survey data and trend data for previous years.

### The current report is undergoing transition and will substantially reflect the format captured in current Armed Forces Continuous Attitude Surveys. Examples can be seem here: <https://www.gov.uk/government/statistics/armed-forces-continuous-attitude-survey-2020>.

### The report will need to meet Defence Statistic standards, and the standards required by Official Statistics requirements. The standards are captured in Joint Service Publication 200 – Statistics. This document will be made available on request.

### A critical aspect of the annual Official Statistics reporting is the need to meet Government accessibility requirements. These are captured here: [Public Sector Accessibility](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fguidance%2Fhow-to-publish-on-gov-uk%2Faccessible-pdfs%23check-a-pdf-for-accessibility&data=02%7C01%7CMark.Watton120%40mod.gov.uk%7Cab6ee0d7b4854ed1415708d8297d6141%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637304966049516406&sdata=4dvdamRQFs7Wy5WjZyfApBTrc2vA%2F%2FAJrwZCcdQ7OeY%3D&reserved=0) Annual reporting requirements are likely to change throughout the contract period.

## **Attendance at survey management meetings and gatherings**

### Where possible, the Potential Provider will be expected to attend a monthly management meeting and less frequent steering group meetings. The Potential Provider will also be expected to attend and support an annual user group gathering. If not possible due to the current convid-19 pandemic, it will be acceptable to hold these meetings via video conference.

### The Potential Provider will be required to update and make changes to the survey as required in collaboration with the project steering group. It is likely the Potential Provider will also be called upon to provide periodic revisions and re-formatting of reports.

## **Support survey and reporting quality enhancement**

### Provision should be made for support to survey quality. This may include, but will not be limited to, questionnaire language assessment with Recruits or Officers.

## **Implementation and Transition**

### To ensure continuation of services, the successful Provider will be required to meet the Key Implementation Delivery Milestones as indicated below, prior to actual Contract Start:

### The Potential Provider will be required to work in conjunction with the Contracting Authority and the existing Provider to securely transfer historic questionnaire data to be used in both monthly and annual reporting, and accessible through the online portal.

|  |  |  |
| --- | --- | --- |
| **Implementation Deliverables** | **Description** | **Timeframe or Delivery Date** |
| 1 | Initial meeting to discuss requirements | Within 2 weeks of contract award.  |
| 2 | Business Continuity Plan to be provided. | Within 2 weeks of contract award. |
| 2 | Provision of working model of IT system accessible for all sites/users  | December 2021 |
| 3 | Training requirement identified and implementation plan agreed.  | December 2021  |
| 4 | Reporting system trialled and approved | January 2021 |
| 5 | New system implemented and operational – survey and reporting platforms are fully operational and piloted.  | February 2021  |

# key milestones and Deliverables

## The following Contract milestones/deliverables shall apply throughout the Contract Period:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Monthly data available on reporting portal  | 15th of the month  |
| 2 | Monthly reports delivered  | 15th of following month |
| 3 | Quarterly reports and further analysis  | 15th of following month |
| 4 | Deliver data in SPSS format to project team. | Within 3 weeks of the end of each quarter. |
| 5 | Produce metrics for annual report under guidance of project team. | As agreed  |
| 6 | Deliver draft RTS annual report (One report annually).  | Within 8 weeks of the end of the 12-month data period (1 Apr for RTS) |
| 7 | Deliver final RTS annual report (One report annually).  | Within 4 weeks of draft report  |
| 8 | Deliver draft OCS annual report (one report annually) | Within 8 weeks of the end of the 12-month data period (1 Apr for OCS) |
| 9 | Deliver final OCS annual report (One report annually) | Within 4 weeks of draft report |
| 10 | Provide recommendations and deliver changes to report formats. | Throughout  |
| 11 | At least one individual from each designated unit trained  | Prior to implementation |
| 12 | Service Recovery Plan  | Within two weeks of service failure.  |

#

# MANAGEMENT INFORMATION/reporting

## The Potential Provider will be required to provide data on survey activities and web-app usage. As follows:

### Calls to the helpline by month per quarter.

### MOD Staff Trained by month per quarter.

### Completed surveys by TU, reported monthly.

### Survey logon details distributed to TUs each month.

### TU access to the web utility, reported monthly.

# volumes

## The surveys volumes will be circa 25000 RTS, 1500 OCS and 2000 ResTS over the course of a year.

## The RTS questionnaire is about 180 items in length (mostly 5 or 4 point scales with some yes/no answers) and some free response questions (verbatim comments). The OCS questionnaire shares 135 common questions, in the similar format to the RTS, plus additional specific questions for each Service.

# continuous improvement

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

## The Potential Provider should present new ways of working to the Authority during monthly/quarterly 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 1 month prior to any changes being implemented.

# Sustainability

## The Potential Provider will be required to identify broader commitment to sustainability and how this will be demonstrated in this contract.

# quality

## The Potential Provider will need to demonstrate their commitment to a quality and secure service through external accreditation. This may be evidenced by accreditation such as ISO 9001 for quality management and ISO 27001 information security.

## Monthly and annual reporting will be assessed to ensure it meets the Defence Statistics standards and best practice. The annual report will also need to meet the quality criteria determined for Official Statistics and Government accessibility criteria. Guidance is provided in Joint Service Publication – 200 Statistics (available on request) and here [Public Sector Accessibility](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fguidance%2Fhow-to-publish-on-gov-uk%2Faccessible-pdfs%23check-a-pdf-for-accessibility&data=02%7C01%7CMark.Watton120%40mod.gov.uk%7Cab6ee0d7b4854ed1415708d8297d6141%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637304966049516406&sdata=4dvdamRQFs7Wy5WjZyfApBTrc2vA%2F%2FAJrwZCcdQ7OeY%3D&reserved=0) respectively.

# PRICE

## Please provide price as an annual cost for each of the contract years. Price should detail separately the costs of each survey administration and reporting for each required report.

## Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

# STAFF AND CUSTOMER SERVICE

## The Potential Provider shall provide a sufficient level of expert resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. This will include statisticians, survey and research experts.

## 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 Contracting Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| 1 | Reporting  | Accurate data reporting received within deadlines as specified within section 7.  | 90%  |
| 2 | Reporting quality  | Quality and accuracy of reporting will be assessed for professionalism, and utility. | Benchmark provided by Defence Statistics to be agreed during inception.  |
| 3 | Web-app | Web access to the data interrogation and unit reporting application is un-interrupted throughout the year.  | Loss of access to be no greater than 48hrs in any 3 month period.  |
| 4 | Web-app  | The functionality of the web application is such that a large majority of the TUs users report ease of use and satisfaction with outputs. Users to be polled at the annual RTS user meeting.  | At least 75% note satisfaction with ease of use and outputs.  |
| 5 | Phone or Email Support Access  | All queries to be resolved within 48hrs  | 90%  |
| 6 | Secure data storage, handling and transfer | Data held or transferred securely without breach throughout the period of the contract.  | 100% secure storage and transfer. |

## **Business Continuity Plan** due to the current Covid-19 pandemic affecting all and the possibility of a second wave. The Contracting Authority requests that the successful Provider present a Business Continuity plan within two (2) weeks of Contract Award. The Business Continuity Plan must outline the necessary steps and provisions that are in place in order to provide continuity of services in any such event.

## **Exit Management** Where the Provider fails to meet the quality measures; they will be required to produce a Service Recovery Plan within two weeks of failure. Were the Provider fails to deliver agreed Service Recovery Plan to the required standard the Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in the Terms and Conditions.

## At the expiry or termination of the contract, the Provider will engage in transfer arrangements, as directed by the Authority. This will include an exit and handover plan, to be provided 30 days before contract end.

# Security and CONFIDENTIALITY requirements

## Relevant DEFCONS and DEFORMS in conjunction to specific Ministry of Defence additional Terms and Conditions will apply to the resultant contract. Please refer to Attachment 5b - RM6018-Contract-terms-v8.docx for full details.

## In connection with the Personal Data received under the Contract, the Potential Provider will be required to comply with its obligations under the following Data Protection Legislation.

### the GDPR and any applicable national implementing Laws as amended from time to time;

### the DPA 2018 to the extent that it relates to processing of personal data and privacy;

###  all current applicable Law about the processing of personal data and privacy.

## For all personal data processed under the Contract requirement, the Potential Provider shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss, alteration, unauthorised disclosure or destruction of or damage to that Personal Data.

## The Potential Provider shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing that is likely to result in a high risk to the rights and freedoms of Data Subjects.

## Such assistance will include:

### a systematic description of the envisaged processing operations and the purpose of the processing;

### an assessment of the necessity and proportionality of the processing operations in relation to the services provided under the Contract;

### an assessment of the risks to the rights and freedoms of Data Subjects; and

### the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

## The Potential Provider shall have appropriate data management and measures in place such that it can notify the Authority within 24hrs if, in connection with Personal Data processed under the contract, it:

### receives a Data Subject Request (or purported Data Subject Request);

### receives a request to rectify, block or erase any Personal Data;

### receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

### receives any communication from the Information Commissioner or any other regulatory authority;

### receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

### becomes aware of a Data Loss Event.

## The Potential Provider shall provide the Authority with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made as noted above in para 16.5.

### the Authority with full details and copies of the complaint, communication or request;

### such assistance as is reasonably requested by the Contract Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

### the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

### assistance as requested by the Authority following any Data Loss Event; assistance as requested by the Authority with respect to any request from the Information Commissioner’s Office, or any consultation by the Authority with the Information Commissioner's Office.

## The Potential Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.

## Before allowing any Sub-Contractor to process any Personal Data related to the Contract, the Contractor must:

### notify the Authority in writing of the intended Sub-Contractor and processing;

### obtain the written consent of the Authority;

### enter into a written Contract with the Sub-Contractor which give effect to the terms set out in this Condition such that they apply to the Sub-Contractor; and

### provide the Authority with such information regarding the Sub-Contractor as the Authority may reasonably require.

## The Potential Provider shall remain fully liable for all acts or omissions of any Sub-Contractor.

## The Potential Provider will ensure the Contractor Personnel do not process Personal Data except in accordance with the Contract. The Potential Provider will take all reasonable steps to ensure the reliability and integrity of any Providers personnel, or sub-contractor, who have access to the Personal Data by ensuring that they undertake the Government’s Baseline Personnel Security Standard and ensure that they:

### are aware of and comply with the Contractor’s duties under data protection;

### are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by the Contract; and

### have undergone adequate training in the use, care, protection and handling of Personal Data.

# payment AND INVOICING

## 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.

## Once the contract has been awarded the Commercial Officer will request the Provider to be registered on the MOD e-trading systems Contract Purchase & Finance system (CP&F). Once the process is initiated, the request will be transferred and managed by the Defence Business Services (DBS) Onboarding Team who will set up the Supplier details on CP&F and progress the initial Supplier connection via the Exostar system.

## More information and guidance for Suppliers on e-Trading and Exostar, including the key steps for the onboarding process, is available from the GOV.UK website:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>

## Specific Exostar information, about the invoicing process including potential costs, is available from the Exostar website:

## [https://my.exostar.com/display/TE/Ministry+of+Defence+Overview](https://my.exostar.com/display/TE/Ministry%2Bof%2BDefence%2BOverview)

# CONTRACT MANAGEMENT

## Contract Review meetings will be conducted on a monthly basis. The Provider will also attend quarterly RTS/OCS steering group meetings. Where this is not possible due to Covid -19 restrictions, video conferencing will be acceptable.

## Attendance at Contract Review meetings shall be at the Providers own expense.

# Location

## The location of the Services will be carried out primarily at the Service Provider premises.

## The Service Provider will not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and certain conditions are fulfilled.

# Annex 1 – Table 1 and 2

## **Table 1: Hierarchical Map of Regular Training Units**.

# REDACTED

## **Table 2: Hierarchical Map of Army Reserve Training Unit**

# REDACTED

**Annex B**

**Supplier Proposal**

REDACTED