

# Bid Pack for Call-Off Competition

**ATTACHMENT 5A -DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS**

**Contract Reference: CCZZ19A73 Standby Communications Research Agency**

* 1. **Letter of Appointment**

Department of Housing, Communities and Local Government

2 Marsham Street

Westminster,

London.

SW1P 4DF

Dear Sirs

**Letter of Appointment**

This letter of Appointment dated 8th February 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: | TBC |
| From: | Ministry of Housing Communities and Local Government |
| To: | CM Monitoring (Britain Thinks) Ltd |

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| --- | --- |
| Effective Date: | 17th February 2021 |
| Expiry Date: | Initial twelve (12) Month Expiry Date -16th February 2022.  With an option to extend the contract for a further twelve (12) months commencing on the 17th February 2022 and expiring on the 16th February 2023. |

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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: | Ministry of Housing Communities and Local Government:  **REDACTED**  CM Monitoring (Britain Thinks) Ltd  **REDACTED** |
| [Guarantor(s)] | Not Applicable |

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| Contract Charges (including any applicable discount(s), but excluding VAT): | The maximum capped contract value is £400,000.00 |
| Insurance Requirements | As per Contract Terms and Conditions of RM6018 Section 19 Insurance |
| Liability Requirements | **Suppliers limitation of Liability** As per Clause 18.2 of the Contract Terms and Conditions of RM6018. |
| Customer billing address for invoicing: | CP2P Team,  MHCLG,  4th Floor,  High Trees  Hillfield Road,  Hemel Hempstead.  HP2 4XN  . |

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| GDPR | Please see Schedule 7 of Contract Terms and Conditions of RM6018. |
| Alternative and/or additional provisions (including Schedule 8(Additional clauses)): | Not Applicable |

**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: **REDACTED**

**REDACTED**

Signature: Signature: **REDACTED**

**REDACTED**

Date: Date:

**Annex A**

**Customer Project Specification**

# Scope of Requirement

## The Customer intends to appoint one communications research agency to deliver standby research projects under this contract. The content of specific projects is not currently known.

## Potential bidders will need to demonstrate they can plan, implement and report on nationwide and localised research projects using quantitative and qualitative research methods if called upon.

## Research methods will include, but not be limited to surveys, statistical analysis, evaluation, focus groups, depth interviews, message and creative testing and desk research.

## The contract will be for an initial 12 month term with an option for a further 12-month extension.

# The Requirement (Objectives)

## As a mandatory requirement, the standby communications research agency must be able to demonstrate experience and expertise in the following research approaches in relation to communications projects:

## Quantitative Methods:

### Survey and questionnaire design

### Surveys delivery using online, telephone or face-to-face methods.

### Public opinion polling

### Verbatim analysis

### Statistical analysis, including segmentation, conjoint analysis, regression, and multi-level regression and post-stratification

### Impact Evaluation

## Qualitative Methods:

### Focus groups and depth interviews, including face-to-face, telephone and online methods.

### Content analysis

### Message and creative testing

### Insight communities

## Supporting research skills:

### Desk research

### Literature Reviews

### Behaviour change theory

### Working with academics and other topic experts.

### Innovative methods of quantitative and qualitative research as recommended by the Supplier.

## Experience in government, policy and the public sector is not mandatory for Potential Bidders. The Contracting Authority values communications research expertise and welcomes bid submissions from those who have experience of working with government and the public sector and those who have not. Potential Bidders must have relevant experience and expertise in delivering research on social themes, and in research relating to communications.

## It is not possible to specify further detail in regard to past, confirmed or anticipated project topic areas, volumes, stakeholders and research method preferences than those details already provided. The requirements will vary for each commissioned project and cannot be anticipated, as this will be dependent on business needs.

## It would be desirable if the potential bidders could demonstrate that they have undertaken research projects relevant to the topic interests of the Customer which will include, but not be limited to the following:

### Home Ownership

### Renting

### Planning

### Building Safety

### Local Growth

### Regional Devolution

### Local Government

### Faith

### Community Integration

### Community Rights

### Homelessness

## Research projects will focus on improving the Customer’s understanding of key audiences which will include, but not be limited to, the following groups:

### Home-owners

### Private renters

### Social tenants

### Potential home buyers

### Letting agents and landlords

### Construction industry

### Local authorities

### Local communities, including residents and businesses

### BAME and faith communities

### Stakeholder organisations, including industry, charities,

## Projects will typically be conducted in English, but there may be circumstances where research conducted in other languages is required. Potential Bidders should have access to appropriate language and translation services.

## Potential Bidders should demonstrate how they have successfully carried out relevant research projects, in both quantitative and qualitative research, that are national, regional and/or local in scope. Examples of how quantitative research projects were carried out locally and cost-effectively would be of particular interest.

## The Supplier will be appointed on a standby basis. Due to the ad-hoc nature of the Customer’s requirements, individual projects and associated budgets will be agreed on a case-by-case basis. Therefore, this contract does not provide any guarantee of minimum work, volumes or spend.

## When developing their bids, Potential Bidders must be prepared to perform research projects as follows should they be commissioned:

### In-scope research deliverables and outputs:

## A response to a specific project brief outlining understanding of issues/context, approach including recruitment and sampling, key risks, timings aligned to the specific requirements of each project, and costs.

## Kick off meetings to agree approach with key Customer contacts.

## Design of all data capture instruments.

## Management of the recruitment and consent of all research participants.

## Data collection and analysis.

## During active projects, a weekly status meeting with emailed status update sent within 1 working day.

## Provision of interim findings / analysis meeting pre-debrief.

## Supply of data tables (as relevant and where applicable, weighted and with statistical significance testing).

## Raw data files in Excel or SPSS for quantitative projects (Statistics Software Package for Data Analytics), and transcripts and/or recordings for qualitative research (where requested).

## Short summaries of headline findings.

## Verbal / face to face presentation using PowerPoint. The Supplier will be required to give presentations on research findings to the Customer, which may include presenting to Senior Staff, Special Advisors, and government Ministers.

## The Supplier is responsible for producing a final report per project that takes into account the diverse information that has been collected and clearly synthesises the key findings. Final reports may be published by the Customer on GOV.UK.

## Facilitation of workshops with key Customer and Supplier personnel to embed findings (if requested/agreed) The Customer does not require the Supplier to deliver any training or skills transfer, however, the Customer would appreciate where requested a ‘lessons learnt’ meeting covering what was successful about the research approaches taken, what challenges were faced, and any changes to the methodology that the Supplier would recommend for similar projects in the future.

## Strategic analysis combining primary data with other sources of available secondary and operational data (as applicable). The Supplier will draw on a wide source of adjacent data as possible, as is appropriate for individual projects. The Supplier should not rely solely on commissioned insight. Data sources may include, but not be limited to, management information, publicly available polling and web analytics, depending on nature of the project in question.

## Identification of trends and patterns over time

## Each project will have a project steering group and the Supplier will be expected to work collaboratively with it – taking on board comments and suggestions, whilst also providing constructive challenge on methods of research delivery and interim conclusions drawn from the different sources of information and stages of analysis. Communication with the steering group will be managed by a single point of contact in the Customer’s Insight and Evaluation team.

## The Supplier should make clear the limitations of their individual research projects and communicate to the Customer where further research would be beneficial.

## Additional requirements:

## The Supplier will be expected to allow flexibility throughout the contract allowing the Customer and the Supplier to react to emerging matters and changing priorities.

## The Supplier’s personnel allocated to projects must be able to demonstrate experience and skills in presenting research findings in a formal presentation environment.

## 

# Key Milestones and Deliverables

## The following deliverables are critical to the fulfilment of the Contract. Any necessary adjustments to the timeline will be agreed in advance between the Customer and the Supplier.

## Please refer to paragraphs 6.13 to 6.29 for details of the typical deliverables for commissioned projects. The high level key milestones for each brief may extend to:

# Project specific brief issued

# Supplier response to brief

# Kick off meeting on commission

# Weekly status meetings

# Design of data capture instruments

# Data collection and analysis

# Interim findings / analysis meeting pre debrief

# Verbal/face to face debrief including Presentation

# Final report

# Specific Project timings will vary according to business need and will be detailed in each commissioned research project brief.

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Description** | **Timeframe/Delivery Date** |
| 1 | Supplier ready to be commissioned to undertake a research project. | With immediate effect once contract agreed |
| 2 | Once commissioned with a project, supplier to produce a full project outline including detailed plan for fieldwork if applicable. This will be preceded by earlier meetings and conversations with the Customer to understand analysis and work that has taken place to-date. | Typically within two weeks of project being commissioned |
| 3 | Once the full project outline has been delivered and up to the point a final report is delivered, all other deliverables would be project specific. | Deadlines to be agreed when each project is commissioned |
| 4 | Final report for each project of research findings. | Deadline to be agreed when project is commissioned |

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# Customer’s Responsibilities

## Projects will be overseen by the Insight and Evaluation team in the Customer’s Communications directorate.

## The Customer will request tasks to be carried out using the Task Request Form shown in Annex 1. Generally, the tasks will be broken down into small elements that can be costed as a lump sum by the Supplier, with additional tasks being issued as dictated by the results of earlier tasks.

## Individual projects called off from this contract will terminate upon completion of the final report and sign-off from the Customer’s Senior Responsible Officer (SRO).

## The Customer will provide the Supplier with access to internal data, owned by the Customer, where relevant (excluding any personal data).

# Management Information/Reporting

## Throughout the Contract, the Customer and Supplier will have quarterly meetings about known potential projects yet to be commissioned.

## Throughout the Contract should the Supplier be commissioned to deliver research projects, regular progress meetings will be required between the Supplier and the Customer, and other meetings as necessary and agreed for each Brief.

## The Supplier will be expected to take on board feedback from the Customer and other experts feeding into projects. These may include internal stakeholders at MHCLG, relevant Arm’s Length Bodies, and sector stakeholders. Input from these groups will be managed by the Customer’s Insight and Evaluation team.

# Volumes

## As a call off contract there is no guaranteed amount of work or minimum spend over the period of the contract. Potential Bidders will need to be about to provide flexible resources and scale up and down as required to meet the requirements of commissioned projects, as there may be periods of high demand, sometimes at short notice. For example, the Customer may require the commissioning and delivery of a small project within two weeks.

# Continuous Improvement

## The Supplier should present new ways of working to the Customer during Contract review meetings should they identify an opportunity to improve project delivery.

## Changes to the way in which the Services are to be delivered must be brought to the Customer’s attention and agreed prior to any changes being implemented.

# Sustainability

## Potential Bidders should consider how they will be able to provide flexible and sustainable team resources to respond to changing patterns of work and commissioned briefs throughout the contract term.

# Quality

## Research projects should be conducted in line with the Department’s objectives and the ethical standards set out in the [Government Social Research code](https://www.gov.uk/government/publications/the-goverment-social-research-code-people-and-products). Research should be analytically robust, and ethically conducted.

## All contractible deliverables must be of publishable quality under the Customer’s name. The Customer’s Project Steering Group will be convened to assess the quality of the deliverables when projects complete and to provide final sign off on the project Report.

# Price

## A combined budget of £400,000.00 (exc VAT) has been allocated for this call-off contract. The volume of work commissioned is not guaranteed so the spend under the contract will depend on the amount of research commissioned. This is the maximum contract value over the length of the whole call-off contract, including extensions. This is not a per annum figure.

# Staff and Customer Service

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

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

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

## Potential Bidder must be willing for their resources to undergo the Baseline Personnel Security Standard (BPSS) process if requested by the Customer.

# Service Levels and Performance

## The Customer will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Project scoping | Should the Supplier be asked to provide estimated costs and timelines, they should provide this within 5 working days unless otherwise agreed with the Customer. | 100% |
| 2 | Delivery timescales | Should the Supplier be commissioned to deliver a research project, the Supplier shall adhere to the timescales/project plans, unless otherwise agreed by the Customer. | To pre-agreed standards and within agreed timing |
| 3 | Service provision | Should the Supplier be commissioned to deliver a research project, the Supplier shall ensure that the services provided meet the requirements in section 7. | 100% |
| 4 | Quality | Should the Supplier be commissioned to deliver a research project, the Supplier shall use suitable quality assurance processes throughout the contract as agreed with the Customer at the start of the contract. | 100% |
| 5 | Adhering to guidance | Should the Supplier be commissioned to deliver a research project, the Supplier shall adhere to the Customer’s project specific data security and other guidance. | 100% |
| 6 | Reporting | Should the Supplier be commissioned to deliver a research project, the Supplier shall provide spend data and other reporting in a format agreed by the Customer within 5 working days of request. | 95% |
| 7 | Meetings | The Supplier shall meet with the Customer within 5 working days of a request and be available via telephone/email. Suitable materials and/or presentations shall be prepared for the meetings. | 95% |
| 8 | Meetings | Meeting notes shall be provided no later than 1 working day after the meeting. | 95% |
| 9 | Account management | The Supplier shall respond to complaints and issues with appropriate and robust resolutions within 5 working days. | 100% |

## Each of the deliverables will need to pass a Project Steering Group convened by the Customer, before moving onto the next stage of each commissioned brief. Poor performance against these SLAs will be assessed and managed by the Customer’s steering group who will assess whether the outputs meet the required standards and quality as set out in the statement of requirement and project brief.

# The Customer will maintain a record of the Supplier’s adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Customer and the Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established here. Performance Management will be in accordance with Terms and Conditions as set out in Attachment 5 – Terms and Conditions.

# Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in the Terms and Conditions.

# Security and Confidentiality Requirements

## The research will take place remotely by the Supplier. However, it should be noted that the Supplier will need to attend meetings at 2 Marsham Street, London SW1P 4DF where photo ID is required, and bags and people are scanned.

## The Customer will remain as data controller and will own the Intellectual Property and Publishing Rights for the research outputs. At the end of each commissioned project, and when requested throughout the contract duration, any additional project materials must be shared with the Customer, including anonymised transcripts from the interviews and focus groups if applicable.

## The Supplier will comply with all current and future Data Protection Legislation during the contract term. The Customer will follow GDPR regulations with respect to data processing under this contract, including the development of specific documents for each project commissioned (e.g. privacy statements).

## As part of the project initiation for each new individual project the use of a Non-Disclosure Agreement will be considered. If the research is felt to be suitably sensitive the Supplier will be required to sign a Non-Disclosure Agreement.

# Payment and Invoicing

## Each individual commissioned research project under the Contract shall have its own costs and pricing structure, which will be agreed between the Customer and the Agency prior to any work being undertaken.

## All individual research project cost pricing shall be in line with the Supplier’s Day Rates submitted in the Attachment 4 Price Schedule.

## The payment structure for each individual call off project is to be agreed before the commencement of each project. It is anticipated that payment will be made at completion and sign-off of a project.

## The payment method for this Call-Off Contract is by bank transfer. The Customer will pay the Supplier within 30 days of receipt of a valid invoice.

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. These products and deliverables shall be agreed between the Customer and the Supplier for each commissioned project. .

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

## Invoices should be submitted to:

CP2P Team, MHCLG, 4th Floor,   
High Trees, Hillfield Road,   
Hemel Hempstead, HP2 4XN**.**

## Email address: [CLGInvoices@communities.gov.uk](mailto:CLGInvoices@communities.gov.uk)

## All invoices must be specific to charges agreed at the end of each month or agreed milestone. Other information such as: Purchase Order number, project reference, period of work, and number of days worked, invoiced amount, VAT shall also be included on each invoice.

## Any task request shall be made in writing by the Customer’s Contract Manager, using the Task Request Form (set out at Annex 1). The Customer’s Contract Manager must agree the fee for the task before the work is undertaken.

# Contract Management

## The successful Supplier may not be awarded every quantitative or qualitative communications research project within the relevant Customer area or portfolio and therefore will not retain exclusivity

## The Customer’s Insight and Evaluation team will manage this contract. The Supplier will be expected to attend a quarterly meeting unless they have yet to be commissioned for a project by the Customer or there are no particular issues that need to be addressed.

## At each review point, the Customer’s Steering Group will assess whether outputs meet satisfactory standards before the work can proceed to the next stage. The dates of these meetings will be set and agreed between the Steering Group and the Supplier once in contract.

## Should the Supplier be commissioned to deliver a research project, there will be a final project review once all project outputs have been completed, at which the Steering Group will assess overall project progress including the final project report.

## Attendance at contract review meetings with the Customer shall be at the Supplier’s own expense.

# Location

## The location of the Services will be carried out at case study and focus group field locations as well as the Supplier’s address. These locations could be anywhere in the United Kingdom but are more likely to be anywhere in England.

## Reporting and debriefs will be held at the offices of the Customer at 2 Marsham Street, London, SW1P 4DF, or by telephone and video-conferencing, as agreed between the Customer and the Supplier.

## The Supplier will be responsible for ensuring their staff resources including any sub-contractors comply with any government COVID-19 social distancing requirements in place during the contract term.

## Where the Supplier and any of their staff or representatives are required to attend the Customer’s site (Government Office) all efforts will be made to adhere to the social distancing and safety recommendations.

# ANNEX 1. Task Request Form

**SECTION 1: REQUEST FOR WORK**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Title of Contract:** | | | | Communications research standby agency | | |
| **Task No:** | Xxxx | | | |  |  |
| **Task title:** | | Xxxx | | | | |
| **Description of required work including research questions and target audience/markets:**  *(as requested by the Customer’s Insight and Evaluation Lead or Contract Manager)*  xxxx | | | | | | |
| **Required timescales:**  *(as specified by the Customer’s Insight and Evaluation Lead or Contract Manager)*  Xxxx | | | | | | |
| **Request made by:** | | | **Xxxx** | | | |
| **Date:** | | | xxxx | | | |

**SECTION 2: SUPPLIER’S RESPONSE**

**To be completed by Supplier’s Project Manager**

|  |  |
| --- | --- |
| **Proposed work programme including research approach and targeted audience/markets:**  Xxxx | |
| **Description of deliverables and delivery schedule**  Xxxx | |
| **Costs (itemised):**  Xx days  Cost £xxxx | |
| **Provided by:** | Xxxx |
| **Date:** | Xxxx |

**SECTION 3: ACCEPTANCE**

**To be completed by the Customer’s Contract Manager or other authorised officer**

|  |  |
| --- | --- |
| **Name:** | **Xxxx** |
| **Position:** | **Xxxx** |
| **Date:** | Xxxx |

**Annex B**

**Supplier response**

**REDACTED**

**PART TWO – CONTRACT TERMS**

**Please See Attachment 5b Contract Terms and Conditions of this Bid Pack**