

DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

BMG Research Ltd
REDACTED

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 16th February 2018.

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

Order Number:	See Annex A, Section 14
From:	Her Majesty's Inspectorate Constabulary and Fire & Rescue Services REDACTED ("Customer")
To:	BMG Research Ltd, REDACTED ("Supplier")

Effective Date:	1 st May 2018
Expiry Date:	End date of Initial Period 29 th August 2018 End date of Maximum Extension – NOT APPLICABLE Minimum written notice to Supplier in respect of extension: NOT APPLICABLE

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Statement of Requirement attached at Annex A and the Supplier's Proposal attached at Annex B (REDACTED). Outputs, associated Activities, and resource allocation including charges are attached at Appendix 1, Part 2: Contract Terms, Schedule 6, Annex 1 (REDACTED).
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Key Individuals:	REDACTED.
[Guarantor(s)]	NOT APPLICABLE

Contract Charges (including any applicable discount(s), but excluding VAT):	£148,750.00 Maximum Charges including all expenses For further details, please see Appendix 1, Part 2: Contract Terms, Schedule 6, Annex 1 (REDACTED).
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Insurance Requirements	As per Framework agreement.
Customer billing address for invoicing:	REDACTED

Alternative and/or additional provisions (including Schedule 6 (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:

Name and Title: REDACTED

Signature:

Date:

For and on behalf of the Customer:

Name and Title: REDACTED

Signature:

Date:

ANNEX A Customer Project Specification

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1 The Customer has previously used surveys to engage the views of the public to feed into recent inspections on policing¹. The Customer is looking to gauge the views of the public about the Police and the FRS.
- 1.2 Two public perception surveys are required: one on perceptions of police forces and one on perceptions of FRS. The results of both of these shall help inform inspections of the Police and the FRS.

2. DEFINITIONS

Expression or Acronym	Definition
BIP	Better Inspectorate Portfolio
HMICFRS	Her Majesty's Inspectorate of Constabulary and Fire & Rescue Service
FRS	Fire and Rescue Services
SPSS	SPSS Statistics is a software package used for logical batched and non-batched statistical analysis.

3. SCOPE OF REQUIREMENT

- 3.1 The Supplier shall develop and undertake two separate public perception surveys, one on the Police and another on the FRS. The Supplier shall provide a view of adults across England and Wales for the Police and England for FRS. The Customer does not wish to target service users specifically (e.g. victims of crimes) although it is expected that naturally there may be some included in the samples.
- 3.2 The Customer has previously used surveys to explore public perceptions of the Police and this has fed into recent inspections². The Supplier shall provide the views of the public about the Police and the FRS in two separate surveys. The Supplier shall ensure that the survey respondents are different for each survey (i.e. respondents who have filled in the FRS survey shall not fill out the Police survey and vice versa).
- 3.3 The scope includes everything defined in Annex B.
- 3.4 The Supplier shall provide a full written report of both of the surveys. Each report shall be 25 to 30 pages in length, including a three page executive summary and shall be written to a publishable standard in accordance with the Customers publications guidance (see the Customer's website for example publications³).

4. THE REQUIREMENT

- 4.1 Police Survey.
 - 4.1.1 Overall research question for the Police survey: How does the public view the police in England and Wales?
 - 4.1.2 Question set.

¹ <https://www.justiceinspectorates.gov.uk/hmicfrs/publications/public-views-of-policing-in-england-and-wales-201617/>

² <https://www.justiceinspectorates.gov.uk/hmicfrs/publications/public-views-of-policing-in-england-and-wales-201617/>

³ <https://www.justiceinspectorates.gov.uk/hmicfrs/>

4.1.2.1 For the Policing survey the Supplier shall use up to 70 of the existing questions from a previously conducted survey. The Customer shall confirm the final list questions to be included to the Supplier. The Supplier shall develop between 5 and 10 new questions additional to the existing questions to enable the Customer to gain a further understanding of the responses. The Supplier's proposed approach to the test survey is defined within Annex B. The test survey and outcome shall be submitted to the Customer for approval prior to conducting the final survey.

4.1.2.2 Questions shall be included on the following topics:

4.1.2.2.1 Perceptions of crime and anti-social behaviour locally

4.1.2.2.2 Satisfaction with local policing and perceptions of changes over the last year

4.1.2.2.3 Confidence in police dealing with different situations

4.1.2.2.4 Interest in police and how well-informed they feel about the police

4.1.2.2.5 Visibility of uniformed police presence locally

4.1.2.2.6 Confidence in being able to contact police in different situations

4.1.2.2.7 Image of local police

4.1.2.2.8 Priorities for policing

4.1.2.2.9 Demographic information on participants

4.1.3 Approach and sample size/methodology.

4.1.3.1 The Supplier's approach, as defined within Annex B, shall provide robust evidence of public perceptions to the Customer at Police force area level for 42 police forces in England and Wales (City of London Police have not been included due to population size).

4.1.3.2 Survey participants shall include people aged 16 years and over. The Supplier's approach, as defined within Annex B, includes delivering the survey and the rationale for this, including any assumptions made.

4.2 FRS Survey.

4.2.1 For the FRS survey the Supplier shall develop and test a survey (e.g. using cognitive testing) of around 30 questions to address the need to understand public perceptions of the FRS. The Supplier's proposed approach to the test survey is defined within Annex B. The test survey and outcome shall be submitted to the Customer for approval prior to conducting the final survey.

4.2.2 Overall research question for the FRS survey: What are the public views on the FRS in England

4.2.3 Question Set:

- 4.2.4 The Supplier shall develop and test a survey (e.g. using cognitive testing) of around 30 questions to address the need to understand public perceptions of the FRS. The Supplier shall include the following themes as a minimum:
 - 4.2.4.1 Public knowledge of the FRS.
 - 4.2.4.2 Public awareness and interest of the FRS.
 - 4.2.4.3 Public confidence in the FRS.
 - 4.2.4.4 Public perception of Levels of engagement of the FRS with the local communities and business communities.
 - 4.2.4.5 Areas the public would like the FRS to prioritise/areas of concerns from the public.
 - 4.2.4.6 Public perception of value for money provided by the FRS.
 - 4.2.4.7 Public awareness and views of the Customer.
- 4.2.5 Approach and sample size/methodology.
- 4.2.6 The Supplier's approach, as defined within Annex B shall provide robust evidence of public perceptions at FRS area level for the 45 services in England. Survey participants shall include people aged 16 years and over. Supplier's approach, as defined within Annex B, includes the medium for delivering the survey and the rationale for this, including any assumptions made.
- 4.3 The following outputs are required for both the Police and FRS surveys (as defined in Annex B):
 - 4.3.1 The Supplier shall provide an excel data sheet providing results at the national level and an excel data sheet providing overall findings by force/service level. Results shall provide question level data and shall be in a clear easy to understand format. The final format to be agreed by the Customer as part of the development phase.
 - 4.3.2 The Supplier shall provide an SPSS data file with all individual level answers to each question.
 - 4.3.3 The Supplier shall provide a three page key findings executive summary, which highlights the key findings of the research.
 - 4.3.4 The Supplier shall deliver, in person, PowerPoint presentations of key findings from each survey to the Customer's staff (at the Customer's offices). The presentations shall last for one hour, including time for a question and answer session.
 - 4.3.5 The results generated by the research may become fully available to the public via the Customer's website and subject to Freedom of Information Act requests and personal requests.

5. KEY MILESTONES

- 5.1 Police public perception survey.

5.1.1 In order for the results to feed into the 2018 inspections of Police forces, the following milestones and associated deadlines shall be as follows.

Milestone	Description	Timeframe
1	Questionnaire development and testing (e.g. cognitive testing of the questions and testing of the delivery of the survey) to include 5 to 10 new questions. Including Submission to the Customer.	No later than 25/05/2018
2	Submission to the Customer of the finalised question set.	No later than 25/05/2018
3	Submission to the Customer of survey data in Excel format including SPSS data file.	No later than 27 th July 2018
4	Submission to the Customer of summary of key findings document, providing information in an accessible way with the notable findings highlighted.	No later than 27 th July 2018
5	Presentation of key findings at the national level at the Customer's offices.	No later than 30 th July 2018

5.2 FRS public perception survey.

5.2.1 In order for the results to feed into the inspection of FRS, the following milestones and associated deadlines shall be as follows.

Milestone	Description	Timeframe
1	Questionnaire development and testing (e.g. cognitive testing of the questions and testing of the delivery of the survey) Including Submission to the Customer.	No later than 25/05/2018
2	Submission to the Customer of the finalised question set.	No later than 25/05/2018
3	Submission to the Customer of survey data in Excel format including SPSS data file.	No later than 27 th July 2018
4	Summary to the Customer of key findings document, providing information in an accessible way with the notable findings highlighted.	No later than 27 th July 2018
5	Presentation of findings to the Customer.	No later than 30 th July 2018

6. CUSTOMER'S RESPONSIBILITIES

6.1 The Customer shall provide a nominated contact for the day to day management of the contract and shall be the main point of contract for the Supplier. The contact shall be involved at all stages of the project and shall:

6.1.1 Provide a point of contact for information.

6.1.2 Provide feedback on proposals, developments and sign off on outputs.

7. REPORTING

- 7.1 The Supplier is expected to clearly identify an account manager who shall work collaboratively with the Customer's contact to provide weekly telephone updates.
- 7.2 The Supplier shall provide weekly telephone progress updates summarising progress in accordance with the Key Milestones.
- 7.3 The Supplier shall report to the Customer's Better Inspection Portfolio (BIP) team and produce written products commensurate with the current Customer's reporting standards (examples available online⁴).

8. CONTINUOUS IMPROVEMENT

- 8.1 Changes to the way in which the Services are to be delivered shall be brought to the Customer's attention and agreed prior to any changes being implemented.

9. QUALITY

- 9.1 The Customer shall use and publish data for inspections, and therefore data shall be quality assured and be presented in an accessible format (Microsoft Excel and SPSS).
- 9.2 Reports shall be clearly written in a style easily accessible to a non-technical audience. All technical jargon and terminology shall be fully explained and plain English used throughout. The Customer's style shall be followed in the writing of the report; (examples of reports can be found on the Customer's website⁵). All statements and analysis or recommendations shall be clearly based on supporting data or clearly referenced, as being based on other publications. It shall maintain readability and employ Harvard referencing where applicable. There shall be a full list of sources included within the document, with Endnotes used for non-key authors and documents.

10. STAFF AND CUSTOMER SERVICE

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 10.2 Supplier's staff assigned to the Customer's Public Perceptions Survey Contract shall have the relevant qualifications and experience to deliver the Contract.
- 10.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and shall provide excellent customer service to the Customer throughout the duration of the Contract.
- 10.4 The Supplier shall:
 - 10.4.1. Appoint a dedicated account manager with a named deputy/alternative contact who shall ensure the smooth running of the project.
 - 10.4.2. Provide informal weekly updates via conference call and scheduled progress updates at the frequency agreed with the Customer.
 - 10.4.3. Respond to all queries within 24 hours of receipt (Monday-Friday), as defined in Annex B.

11. SERVICE LEVELS AND PERFORMANCE

- 11.1 The Customer shall measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
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⁴ <https://www.justiceinspectors.gov.uk/hmicfrs/>

⁵ <https://www.justiceinspectors.gov.uk/hmicfrs/>

1	Delivery of project outputs	Project outputs delivered in line with the timetable.	100% on time and in line with the Customer's publication guidance
2	Quality Assurance	Project outputs to be peer reviewed and follow an approval process before submission. All research must be carried out in line with the Government Social Research (GSR) ethical framework and to a high methodological standards. https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government .	100% peer reviewed and signed as checked
3	Response time	Responding to the Customer's questions.	Acknowledgment within 24 hours (Monday – Friday)
4	Research outcomes	The extent to which the research questions have been addressed.	100%

- 11.2 The Supplier shall have sound processes for quality assurance in place and shall demonstrate their internal procedures to assure and control quality in all aspects of the Contract.
- 11.3 Where the Customer identifies poor performance against the agreed KPIs, the Supplier shall attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification at the Customer's premises.
- 11.4 The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier shall also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 11.5 The Customer agrees to work with the Supplier to resolve service failure issues. However, it shall remain the Supplier sole responsibility to resolve any service failure issues.
- 11.6 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 Appendix 1 Part 2: Contract Terms.
- 11.7 Where the Supplier fails to meet the Key Milestone dates detailed in section 5, the Customer reserves the right to damages incurred as set out in Appendix 1 Part 2: Contract Terms.
- 11.8 All Supplier performance management shall be carried out in line with Appendix 1 Part 2: Contract Terms.

12. SECURITY REQUIREMENTS

- 12.1 The Supplier shall store and manage data carefully and securely, in line with current UK data protection legislation.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 13.1 The intellectual property of the data, questions and report commissioned shall remain the sole property of the Customer. Should academic publication be a consideration for the Supplier, this shall be subject to prior agreement of the Customer. Any publications arising directly from this research shall be subject to expressly provided permission from the Customer.

14. PAYMENT

- 14.1 REDACTED.
- 14.2 Payment can only be made following satisfactory delivery of pre-agreed products and deliverables, as defined in Annex B.
- 14.3 REDACTED.

15. LOCATION

- 15.1 The Services shall be carried out at the Supplier's offices.
- 15.2 Presentations of findings shall be delivered at the Customer's offices at REDACTED.

ANNEX B
Supplier Proposal Dated: 3rd April 2018

REDACTED.