



Crown
Commercial
Service

CABINET OFFICE

- and -

CIPFA BUSINESS LIMITED

ANNEXES

relating to

RESEARCH INTO THE PUBLIC SERVICE MUTUALS SECTOR

CCSN16A12

CONTENTS

ANNEX 1 – TERMS AND CONDITIONS	3
1 INTERPRETATION	3
2 BASIS OF AGREEMENT	4
3 SUPPLY OF SERVICES	4
4 TERM.....	5
5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE.....	5
6 PREMISES AND EQUIPMENT	6
7 STAFF AND KEY PERSONNEL.....	7
8 ASSIGNMENT AND SUB-CONTRACTING	7
9 INTELLECTUAL PROPERTY RIGHTS	8
10 GOVERNANCE AND RECORDS.....	9
11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY	9
12 FREEDOM OF INFORMATION.....	10
13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA.....	11
14 LIABILITY.....	11
15 FORCE MAJEURE.....	12
16 TERMINATION.....	12
17 COMPLIANCE.....	13
18 PREVENTION OF FRAUD AND CORRUPTION.....	13
19 DISPUTE RESOLUTION.....	14
20 GENERAL	14
21 NOTICES	15
22 GOVERNING LAW AND JURISDICTION.....	15
ANNEX 2 – PRICE SCHEDULE	16
ANNEX 3 – STATEMENT OF REQUIREMENT	17
ANNEX 4 – SUPPLIERS RESPONSE	26
ANNEX 5 – CLARIFICATIONS	43
ANNEX 6 – ADDITIONAL TERMS & CONDITIONS	46
ANNEX 7 – CHANGE CONTROL FORMS	47

ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for	has the meaning set out in the FOIA or the Environmental Information

Information”	Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall

supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Supplier shall:

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 4 weeks by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

-
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

-
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or

disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

OFFICIAL

(d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
- 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
- 13.2.3 promptly notify the Customer of:
- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
- 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or

(f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and

16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud

OFFICIAL

in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

Price

The table below outlines the cost of each core activity, based on a project day cost of **REDACTED**.

Activity	Working Days	Cost
Questionnaire development	4	REDACTED
Guidance development	3	REDACTED
Discussion guide development	3	REDACTED
Identify population and draw qualitative sample	1	REDACTED
Recruitment campaign (qualitative)	4	REDACTED
Marketing materials and reminders	2	REDACTED
Survey development and testing	5	REDACTED
Response testing (quantitative)	2	REDACTED
Qualitative interviews (depths)	3	REDACTED
Qualitative interviews (case studies)	2	REDACTED
Transcriptions	3	REDACTED
Qualitative analysis (content analysis)	7	REDACTED
Quantitative analysis (data tables, graphs and coding)	4	REDACTED
Write up draft report	4	REDACTED
Write up final report	2	REDACTED
Update client (weekly)	2	REDACTED
Total (excluding vat)	51	£ 38,250

ANNEX 3 – STATEMENT OF REQUIREMENT

CONTENTS

1.	PURPOSE.....	18
2.	BACKGROUND TO THE CONTRACTING AUTHORITY.....	18
3.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	18
4.	DEFINITIONS.....	18
5.	OVERVIEW OF REQUIREMENT	19
6.	SCOPE OF REQUIREMENT.....	19
7.	KEY MILESTONES	22
8.	AUTHORITY’S RESPONSIBILITIES	22
9.	REPORTING	23
10.	VOLUMES.....	23
11.	CONTINUOUS IMPROVEMENT	23
12.	SUSTAINABILITY	23
13.	QUALITY	23
14.	PRICE	23
15.	STAFF AND CUSTOMER SERVICE.....	24
16.	SERVICE LEVELS AND PERFORMANCE	24
17.	RISK MANAGEMENT	24
18.	SECURITY REQUIREMENTS.....	24
19.	INTELLECTUAL PROPERTY RIGHTS (IPR)	24
20.	PAYMENT.....	24
21.	ADDITIONAL INFORMATION.....	25
22.	LOCATION.....	25

1. PURPOSE

- 1.1 Cabinet Office (the Authority) invites tenders to undertake primary research on the public service mutuals sector (including around 115 public service mutuals). The key purpose of this work is to better understand the features of this dynamic sector, what it needs to grow and its performance to date. This follows a comprehensive review of the finance market for public service mutuals, after analysis of 71 mutuals, Soft Finance, Hard Choices (Boston Consulting Group, 2013), which is available online [here](#).
- 1.2 This will support the Government’s development of a strategy to deliver its commitment to support an increase in public service mutuals and live public service mutuals to be long-term sustainable organisations able to grow and compete for new contracts.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Cabinet Office supports the Prime Minister and ensures the effective running of government. It is also the corporate headquarters for government, in partnership with HM Treasury, and takes the lead in certain critical policy areas.
- 2.2 The Office for Civil Society works across government in support of the voluntary, community and social enterprise sectors and their important contribution to public services and the social economy.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Prime Minister and Minister for Civil Society, **REDACTED**, are committed to supporting growth in public service mutuals as part of reforms to the public sector.
- 3.2 The Government has a Manifesto commitment to guarantee a ‘right to mutualise’ within the public sector. Mutuals can also make an important contribution to broader aims to reform public services and strengthen the social sector.
- 3.3 Over the last seven years, the Government has seen a steady increase in the number of mutuals that have emerged from the public sector. Today there are around 115 public service mutuals (up from just 9 in 2010). Many have been supported through past programmes such as the Department of Health’s Right to Provide and Right to Request and the Cabinet Office Mutuals Support Programme.
- 3.4 Public service mutuals can realise benefits for frontline staff, commissioners and service users because staff are given a voice in the organisation and how it is run. By freeing employees to deliver and improve their services as they know best, mutuals enable innovation, and because they feel more engaged, staff are likely to stay longer with the organisation and miss fewer days of work.
- 3.5 The previous Cabinet Office Mutuals Support Programme ended in 2015. This research will help to inform the Government’s refreshed approach to supporting an increase in public service mutuals.

4. DEFINITIONS

Expression or Acronym	Definition

Public Service Mutuals	Organisations that have 'spun out' of the public sector, continue to deliver public services and in which employee control plays a significant role in their operation (for example, staff share ownership or representation on the board). They can assume a range of legal structures, including charities, co-operatives and community interest companies (CICs).
------------------------	--

5. OVERVIEW OF REQUIREMENT

- 5.1 The research is required to collect and report on primary data from existing public service mutuals to build a current evidence base in relation to the characteristics and performance of the sector. This should include, or be complemented by, a selection of case studies of existing public service mutuals.
- 5.2 The primary objectives of this research are to better understand:
- 5.2.1 The features of public service mutuals, including the range of legal structures, size, ages, service areas served, and geographic spread in this sector;
 - 5.2.2 The performance and benefits of existing public service mutuals;
 - 5.2.3 The key drivers of successful mutualisation and public service mutuals' ongoing performance and sustainability;
 - 5.2.4 The challenges that public service mutuals face in development and growth; and
 - 5.2.5 What support and conditions are needed to deliver the Government's commitment to support a growth in public service mutuals.
- 5.3 In undertaking this research the Supplier is expected to:
- 5.3.1 Design the research tools needed, including survey questions;
 - 5.3.2 Liaise with sector representative bodies, and potentially other key stakeholders in the public service mutuals sector, to assist access to existing public service mutuals and maximise participation in the research;
 - 5.3.3 Collect primary data from a statistically significant and representative sample of existing public service mutuals primarily through interviews;
 - 5.3.4 Collate the primary data in a format that can be shared with the Authority; and
 - 5.3.5 Produce a written report of the research findings, including or complemented by a number of case studies of existing public service mutuals.

6. SCOPE OF REQUIREMENT

- 6.1 The research should answer the following key questions (questions are non-exhaustive and will be finalised by the Supplier to the Authority's satisfaction upon project commencement):
- 6.1.1 What are the motivations for mutualisation amongst public services?

- 6.1.2 What is the range of different legal structures, sizes, partnership arrangements and business models adopted by public service mutuals?
- 6.1.3 How are public service mutuals performing and what are the benefits of becoming one?
- 6.1.4 Are some models/features more or less conducive to delivering impacts and benefits than others? What are the reasons for this?
- 6.1.5 What does a successful mutualisation journey look like and what support and conditions are needed to enable this?
- 6.1.6 What does a successfully operating mutual look like and what are the support and conditions needed to enable this?
- 6.2 To answer the key research questions it is anticipated that the Supplier will need to collect quantitative and qualitative data in relation to the characteristics and performance of public services mutuals including:
 - 6.2.1 Service characteristics (such as geographical location, service area, stage of mutualisation and age);
 - 6.2.2 Performance over time (financial including change in revenue streams, social impact and other benefits);
 - 6.2.3 Workforce characteristics (such as size, staff turnover, absenteeism and engagement);
 - 6.2.4 Organisational characteristics and the rationale for these characteristics (such as legal form, use of partnerships, employee ownership and governance features);
 - 6.2.5 Historical, current and expected future finance requirements and the rationale for these choices (such as source of finance, type of finance and uses for finance);
 - 6.2.6 Experience of mutualisation including the motivation to mutualise, barriers, enablers and support received;
 - 6.2.7 Experience of ongoing operation and growth including barriers, enablers and support received; and
 - 6.2.8 The relationships (if any) between performance and other factors such as organisational characteristics or support received.
- 6.3 The Supplier should ensure that it collects comprehensive data from a statistically significant and representative sample of existing public service mutuals. The Potential Provider should include a proposed sampling approach in the tender response that includes proposed sampling criteria such as stage of development across the mutualisation lifecycle, size and geographic location. The Authority is also interested in responses proposing additional literature review and/or engagement with other sector stakeholders within the available time and budget to strengthen the analysis and welcomes innovative proposals to this effect.

- 6.4 To support contacting public service mutuals the Authority will make available to the Supplier a list of known existing public service mutuals and contact email addresses for these organisations to the extent possible.
- 6.5 It is anticipated that the Supplier will liaise with sector representative bodies to assist its access to existing public service mutuals and maximise participation in the research. The Authority will also provide contact details for relevant sector representative bodies including the Employee Ownership Association and Social Enterprise UK.
- 6.6 It is expected that the Supplier will work with the Authority to finalise the design of the research approach and tool(s). The Authority welcomes suggestions for the most appropriate research method(s) to ensure that comprehensive, robust data is collected from a statistically significant and representative sample of public service mutuals. However, it is suggested that this may include:
- 6.6.1 Qualitative interviews with senior executives of existing public service mutuals and other relevant staff;
 - 6.6.2 Electronic data capture of relevant quantitative data; and
 - 6.6.3 Providing research participants with a data and information request in advance of data collection to allow them to prepare their responses.
- 6.7 The deliverables required for the research project will include:
- 6.7.1 A detailed project plan/timeline setting out how the Potential Provider will deliver the research within the timeframe;
 - 6.7.2 A research tool or tools to conduct research with existing mutuals;
 - 6.7.3 Collated quantitative/qualitative data on the current public service mutuals sector (a clean data set in one of the following formats: Excel or CSV file);
 - 6.7.4 Draft and final reports drawing out the key findings and implications for the mutuals strategy work based on the data. The final report is expected to summarise the research findings, including:
 - 6.7.4.1 The range of key stakeholders in the mutuals sector and their roles;
 - 6.7.4.2 The profile of existing public service mutuals, including their size, scale, legal and governance structures, service areas and geographic spread;
 - 6.7.4.3 Benefits of mutualising and operating as public service mutuals;
 - 6.7.4.4 Performance (including commercial and social impact) of existing public service mutuals;
 - 6.7.4.5 Key enablers (including organisational features or conditions) of successful mutualising, and operation and growth of existing public service mutuals; and

6.7.4.6 Key challenges/barriers (including an organisation's features or conditions) to successful mutualising, operation and growth of existing public service mutuals.

6.8 The Authority will provide comments where necessary which should be integrated into final versions of these deliverables. Sufficient clearance should be built into timescales to accommodate this activity.

6.9 It is expected that the successful bid will:

6.9.1 Demonstrate a good understanding of the public service mutuals and/or wider social enterprise sector;

6.9.2 Outline the proposed research methodology with brief discussion on how the proposed activities meet the project requirements;

6.9.3 Propose a sampling approach for ensuring a statistically significant and representative sample of mutuals participate in the research and outline the activities that the supplier will undertake to ensure participation;

6.9.4 Outline their proposed analysis of the data to generate findings that will inform the development of a strategy to support a growth in public service mutuals; and

6.9.5 Outline the personnel who would carry out the work and their relevant qualifications and experience, including previous projects of a similar nature.

7. KEY MILESTONES

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

Milestone	Description	Timeframe
1	Authority's agreement to detailed project plan and timeline	Within 1 week of Contract Award
2	Authority's agreement to research methods and tools	Within 2 weeks of Contract Award
3	Submission of draft report	Within 5-6 weeks of Contract Award
4	Submission of final report	Within 7 weeks of Contract Award

8. AUTHORITY'S RESPONSIBILITIES

8.1 The Authority will make available to the Supplier:

8.1.1 A list of known existing public service mutuals and contact email addresses for these organisations to the extent possible;

8.1.2 Contact details for relevant sector representative bodies to assist access to public service mutuals; and

8.1.3 Links to a selection of publications on the public service mutuals sector.

9. MONITORING

9.1 It is expected that the Supplier will regularly update the Authority (minimum weekly) on project progress including any issues or risks, emerging findings and participant response rates.

9.2 During the Term of the Contract, the Supplier will attend a weekly project progress update conversation with the Authority's representative (**REDACTED, REDACTED**), or his nominated representative.

10. REPORTING

10.1 The Supplier will be required to:

10.1.1 Submit proposed research tools and communication materials to Cabinet Office for sign off before use;

10.1.2 Submit a draft research report to the Authority within 5 to 6 weeks of contract commencement; and

10.1.3 Submit the final report from this research within 7 weeks of contract award for intended publication by Cabinet Office in 2016.

11. VOLUMES

11.1 N/A

12. CONTINUOUS IMPROVEMENT

12.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration if more effective ways of working are identified during service delivery.

12.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

13. SUSTAINABILITY

13.1 N/A

14. QUALITY

14.1 N/A

15. PRICE

15.1 It is expected that bids will be in the range of £45,000-£75,000. Potential Providers should take note of the price evaluation guidance set out in Appendix D, section 2.4.

15.2 Potential Providers should provide their total fixed price and an accompanying price breakdown. As a minimum, this must include a breakdown of costs by the deliverables set out at section 6.7 above and any expenses. Potential providers should indicate the number of days each team resource will contribute to each deliverable. Potential Providers must upload the price schedule at the question level on the e-Sourcing event.

16. STAFF AND CUSTOMER SERVICE

- 16.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the research into the public service mutuals sector Contract in order to consistently deliver a quality service to it.
- 16.2 The Supplier's staff assigned to the research into the public service mutuals sector Contract must have the relevant qualifications and experience to deliver the Contract.
- 16.3 The Supplier shall ensure that staff undertaking this work understand the Authority's vision and objectives and will provide excellent service to the Authority throughout the duration of the Contract.

17. SERVICE LEVELS AND PERFORMANCE

- 17.1 The Authority will measure the quality of the Supplier's delivery by the following key performance indicators (KPIs):

KPI	Service Area	KPI description	Target
#1	Research participation	Research to be conducted with a statistically significant, representative sample of existing public service mutuals, to be agreed with the Cabinet Office upon project commencement.	100% participation of agreed sample
#2	Final report	Final report to be submitted within 7 weeks of project commencement.	Within 7 weeks of project commencement

18. RISK MANAGEMENT

- 18.1 The Supplier will be required to implement a structured approach to risk management, outlining the key risks identified and how these will be managed. This is to include risks relating to project delivery, in addition to presentational risks due to the high profile nature of this programme.
- 18.2 Potential Providers should outline full details of this plan as part of their response, including the course of action to be followed should risks to project delivery arise, e.g. in the case of low response rates and/or slippage.

19. SECURITY REQUIREMENTS

- 19.1 N/A

20. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 20.1 The report and all related outputs and data remain the intellectual property of the Authority.

21. PAYMENT

- 21.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 21.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

21.3 The Authority and the Supplier will agree the payment schedule for the Services on contract award.

22. ADDITIONAL INFORMATION

22.1 N/A

23. LOCATION

23.1 The location of the Services will be carried out at primarily at the Supplier's offices. Research and interviews may be required at various locations across England.

ANNEX 4 – SUPPLIERS RESPONSE

(As provided within the e-Sourcing event)

QUESTIONNAIRE 4 – CAPABILITY

4.1 Potential Providers should provide an overview of their relevant knowledge and expertise in relation to the public service mutuals and/or wider social enterprise sector and any research base or networks that they would draw on to undertake the project.

Supplier Response

CIPFA have a strong engagement with the charities and social enterprise sector in the UK. For many years CIPFA's Charities and Social Enterprises Panel has focused on finance and policy issues relating to both sectors. CIPFA was the only UK professional accountancy body to have an established panel dedicated to the finance issues specific to social enterprises. The panel recognised the growing interest in these organisations as a way of delivering public services, exploring the issues which exist for these organisations as they engage in providing these services. With the panel's support, CIPFA has produced a range of practical guidance and resources to support these organisations, many of which focus on financial management in the context of public service delivery. This includes TISONline, an online information resources for financial managers with a dedicated stream for Charities and Social Enterprises and Charity Accounting and Financial Management and Social Enterprise, as well as a number of publications, noted below:

- A Practical Guide to Alternative Delivery Models – CIPFA, 2016
- Social Enterprise and Public Service Delivery – CIPFA, 2014 (first published 2012)
- Social Enterprise Business Planning and Assessment – CIPFA, 2013
- Staff Mutuals and Public Service Delivery - CIPFA, 2012
- Employee Ownership in our Public Services – Making it Happen – EOA/CIPFA, 2015

In 2016, CIPFA conducted research with the EOA with the objective of highlighting the role of mutuals in delivering public services. The research helped to gain an understanding of the benefits, challenges and decision-making processes of employee-owned 'spin-outs'.

Our research identified several benefits of becoming a mutual, which included:

- the opportunity to set the organisation's own mission, principles and values
- freedom to innovate without interference
- the ability to respond quickly to fast-changing external environments
- opportunities to diversify funding streams
- increased connectivity with and support for the local community.

A key characteristic of a public service mutual is having a workforce active in decision-making processes. While the level of staff involvement and ownership varies, it was clear from the research that employees are able to inform and influence their businesses' activities. It was suggested that having a participatory workforce helps to increase motivation and productivity.

Despite these benefits, mutuals also face several challenges. Several respondents highlighted the intricacies of setting up organisations, which was hindered by a lack of awareness or understanding from local authorities, commissioners, companies, clients and pensions schemes. Other issues included the handover of services, contacts and control.

Perhaps most challenging was the move to a more commercial and competitive environment.

Additionally, CIPFA has conducted several staff mutuals workshops, developed with the support of the Cabinet Office and other leading partners. They were designed to help public bodies navigate the intricate process of forming and launching a public service mutual.

4.2 Potential Providers should provide an overview of their experience in providing comparable services to the specific requirements outlined in Appendix B.

Supplier Response

The Research & Analytics department at CIPFA is responsible for the collection and dissemination of a variety of data and reports across the public sector. Our archive contains many years' worth of data and reports collected either as part of our statistical series of publications (CIPFAstats), Benchmarking services or as one-off pieces of research. Staff within the Research & Analytics department work across a variety of projects. In terms of our offer to the Cabinet Office, the following projects exemplify our abilities and experience in gathering and analysing quantitative and qualitative data.

Online Surveys

i. 2016 Public Service Spinouts Survey

In 2016, CIPFA completed a project with the Employee Ownership Association (EOA) designed to highlight the role of employee owned spin outs in delivering public services. To assess performance, CIPFA and the EOA, with the expert advice and support of the Cabinet Office, developed an online survey. Invitations to participate were sent to recognised mutuals in order to gain feedback on a number of key performance areas. Some 30 organisations provided written feedback. The feedback included reflections on the benefits and challenges of becoming a public service mutual. There were also comments relating to the involvement of employees in decision-making processes. Our report also highlighted: the extent to which financial data can only be currently considered indicative; the general lack of understanding within the public sector regarding the process of 'spinning out'; challenges to developing a commercial culture; and moving to a new legal status and the impact this has on tax and pensions liabilities.

ii. LGA Licensing Fees Survey

In October 2015 the LGA commissioned CIPFA Research to undertake a survey that enabled the provision of a comprehensive analysis to help identify the differences between the level of licensing fees charged and the actual costs of administering the Licensing Act 2003.

Key to the successful delivery of the project were: the pre-marketing of the survey, including attendance at key meetings, including a variety of (joint and sole) communications from the LGA and CIPFA; the guidance materials developed so that responding authorities could pre-determine what was required prior to starting the survey; the telephone and email support provided by CIPFA to licensing authorities; the creation of a website to host the survey that enabled respondents to reply either in whole or a piecemeal fashion, at times suitable to them.

The main purpose of the survey was to determine the differences between the level of fees charged and the actual costs of administering the 2003 Act. Based on the 102 responses received we were able to determine, at a 99% confidence level, that they year on year deficit

to the public sector amounted to some £10.3m. Not only did our survey exhibit a high degree of statistical reliability it also was shown to be generally representative of the sector, i.e. there were little if any discernible levels of bias.

Qualitative evaluations

i. Great Place to Work Evaluation

In September 2014, CIPFA was commissioned by Future Focused Finance to provide an independent evaluation of the Great Place to Work (GPtW) work stream. The purpose of the independent evaluation was to establish whether the methodology was beneficial and suitable for all organisation types and sizes; identify strengths, weaknesses, opportunities and threats of the approach; and capture lessons learned from the pilot sites.

The evaluation approach comprised of desk research and twenty telephone interviews (depths) across each of the pilot sites of the Financial Directors, or their equivalent. To ensure continuity and comparability, each interview was based on a standard discussion guide, which was developed based on the objectives outlined above. The interviews entailed discussions relating to motivations, expectations, outcomes and actions resulting from the pilot.

4.3 Potential Providers should submit CVs detailing the relevant qualifications and experience of all personnel engaged in delivering the requirement. Please note that CVs are permitted as attachments.

Supplier Response

CV's for all of the proposed team have been attached.



REDACTED
REDACTED

Relevant Qualifications

MA Media and Cultural
Analysis
BA Politics with a Minor
Prince2 (Foundation)

CIPFA Business Ltd
77 Mansell Street
London E1 8AN

Tel: **REDACTED**

Profile

REDACTED acts as a Senior Researcher as part of the Analytics and Research Team. **REDACTED** has worked at CIPFA for more than 2 years and has been heavily involved in projects on behalf of local government and the NHS, particularly content analysis of online consultation responses.

Analytics & Research

CIPFAstats was established as a partnership between individual local authorities and CIPFA to provide a comprehensive framework for reviewing the efficiency of locally provided services, helping users to manage their resources more effectively. CIPFAstats now undertake more than 30 annual surveys of local authority functions.

Alongside this, CIPFA Benchmarking are the market leader in local government benchmarking, providing answers to key questions around service performance and facilitating best practice. The team undertake more than 20 clubs around corporate services and social care and are the leading provider of the pan-public sector VfM indicators.

The Research team completes the department, focusing on interpretation of policy changes for the public sector, and Research on delivering a high quality social research service for clients, capturing user views about the services they come into contact with.

Relevant Experience

At CIPFA, **REDACTED** has conducted and managed both qualitative and quantitative research projects for a diverse range of public services, including healthcare, cultural services and finance. **REDACTED** recent projects include stakeholder consultations and pilot evaluations. **REDACTED** has experience in survey design, conducting depth interviews, content analysis, analysis of financial and satisfaction data, and report writing.

REDACTED also has extensive experience in the higher education sector, having previously worked as a Research Officer for the British Universities Finance Directors Group. Experience includes contributing to a weekly higher education policy digest for university directors, highlighting and exploring current issues for senior audiences; and developing detailed higher education case studies for publication.

REDACTED holds the Prince2 Foundation project management qualification and is a regular user of Microsoft Office and IBM SPSS.



REDACTED
REDACTED

Relevant Qualifications

BSc (Hons) Psychology

MRes Psychology

Professional Societies

Graduate Member of British
Psychological Society

CIPFA Business Ltd
77 Mansell Street
London E1 8AN

Tel: **REDACTED**
REDACTED
www.cipfa.org

Profile

As a Senior Data Analyst, **REDACTED** main responsibility is the numerical and graphical presentation of data. **REDACTED** is involved in creating CIPFAstats and Benchmarking questionnaires. **REDACTED** previously worked with the Research Department on two NHS projects that involved analysing qualitative data and writing reports for internal and external publication.

REDACTED has very good knowledge of SPSS statistical package due to two degrees in Psychology. During **REDACTED** time with CIPFA **REDACTED** has gained fundamental experience in quantitative analysis and developed substantial analytical skills using Excel.

Information Services

CIPFAstats was established as a partnership between individual local authorities and CIPFA to provide a comprehensive framework for reviewing the efficiency of locally provided services, helping users to manage their resources more effectively. CIPFAstats now undertake more than 30 annual surveys of local authority functions.

Alongside this, CIPFA Benchmarking are the market leader in local government benchmarking, providing answers to key questions around service performance and facilitating best practice. The team undertake more than 20 clubs around corporate services and social care and are the leading provider of the pan-public sector led VfM indicators.

Development and Research Teams complete the department, the former focusing on interpretation of policy changes for the public sector, and Research on delivering a high quality social research service for clients, capturing user views about the services they come into contact with.

Relevant Experience

REDACTED was a club owner of VfM Finance and two social care clubs (Adoption and Self-Directed Support) in **REDACTED** first year with CIPFA. **REDACTED** is currently responsible for the Children Looked After, Council Tax, NNDR, and two VfM Club streams. **REDACTED** is involved in all phases of the benchmarking cycle, starting with organising and attending steering group meetings in order to create a questionnaire, which collects data that meets CIPFA's as well as members' expectations. **REDACTED** then distributes questionnaires to members and represents the first contact for technical and content related queries. Validates each data set and contacts members to create a database with valuable information applicable in current and future analysis. Analyses data and creates different versions of reports in traditional PDF format as well as interactive Excel files. Finishes each benchmarking cycle by organising and attending review meetings to collect members' opinions and collect ideas.

REDACTED was involved in two projects for the NHS. Both projects included analysing data collected via online surveys and writing reports that were published internal as well as external. **REDACTED** also assisted the Research department with coding qualitative data for the Young People's Library survey.

REDACTED other responsibilities include setting up web pages for each CIPFAstats publication to make products available to a wider population via the CIPFA online shop.



REDACTED
REDACTED

Relevant Qualifications

HNC Computer Studies /
Software Engineering

Post Graduate Diploma in
Market and Social Research
Practice

CIPFA Business Ltd
77 Mansell Street
London E1 8AN

Tel: **REDACTED**
REDACTED

www.cipfa.org

Profile

REDACTED has over 20 years' experience as an analyst and researcher with many IT skills including databases, geographic information software (GIS) and analysis software. He has been involved in numerous quantitative and qualitative projects spanning local government and the health sector.

Analytics & Research

CIPFAstats was established as a partnership between individual local authorities and CIPFA to provide a comprehensive framework for reviewing the efficiency of locally provided services, helping users to manage their resources more effectively. CIPFAstats now undertake more than 30 annual surveys of local authority functions.

Alongside this, CIPFA Benchmarking are the market leader in local government benchmarking, providing answers to key questions around service performance and facilitating best practice. The team undertake more than 20 clubs around corporate services and social care and are the leading provider of the pan-public sector Audit Agency led VfM indicators.

The Research team completes the department, focusing on interpretation of policy changes for the public sector and on delivering a high quality research service for clients, for example capturing user views about the services they come into contact with.

Relevant Experience

Since joining CIPFA **REDACTED** has developed a series of surveys to gather information about adults, children and young people regarding library use. Alongside this **REDACTED** has also worked with Archives developing a range of traditional paper based methods for obtaining feedback as well as online systems.

Other work includes developing and specifying data collection tools, including discussion guides and online surveys, and analysing data using a techniques such as coding frames and content analysis.

REDACTED previously worked for London Borough of Croydon Social Services Department reporting on case referrals, case allocations, the child protection register and other related information.



REDACTED
REDACTED

Relevant Qualifications

MA Social Research
BSc Economics and Politics

CIPFA Business Ltd
77 Mansell Street
London E1 8AN

Tel: **REDACTED**
REDACTED
www.cipfa.org

Profile

REDACTED is a Senior Data Analyst in the Analytics and Research Team. **REDACTED** joined CIPFA in July 2016 after completing an MA in Social Research.

Analytics & Research

CIPFAstats was established as a partnership between individual local authorities and CIPFA to provide a comprehensive framework for reviewing the efficiency of locally provided services, helping users to manage their resources more effectively. CIPFAstats now undertake more than 30 annual surveys of local authority functions.

Alongside this, CIPFA Benchmarking are the market leader in local government benchmarking, providing answers to key questions around service performance and facilitating best practice. The team undertake more than 20 clubs around corporate services and social care and are the leading provider of the pan-public sector VfM indicators.

The Research team completes the department, focusing on interpretation of policy changes for the public sector, and Research on delivering a high quality social research service for clients, capturing user views about the services they come into contact with.

Relevant Experience

As a Senior Data Analyst, **REDACTED** runs several CIPFA Benchmarking Clubs for local authorities and also produces CIPFAstats publications, mainly in the area of finance.

REDACTED is responsible for creating CIPFAstats and Benchmarking questionnaires, then managing the project and producing the final output.

In 2016, **REDACTED** completed a masters in Social Research at the University of York.

REDACTED degree focused on both qualitative and quantitative research methods and included a dissertation which used content analysis.

Before joining CIPFA, **REDACTED** was an Associate in FTI Consulting's Economic and Financial Consulting practice. At FTI Consulting, **REDACTED** supported the provision of research and analysis for clients on projects ranging from international arbitrations and other legal cases to regulatory consultations. **REDACTED** work at FTI Consulting involved Excel modelling, data analysis and interpretation.

REDACTED is proficient in the use of Microsoft Office, particularly Excel. **REDACTED** has also partially completed the ACA accountancy qualification.



REDACTED
REDACTED

Relevant Qualifications

BSc (Hons) Economics

Prince2 (Foundation)

CIPFA Business Ltd
77 Mansell Street
London E1 8AN

Tel: **REDACTED**
REDACTED
www.cipfa.org

Profile

As a Senior Data Analyst, **REDACTED** is primarily responsible for producing data for CIPFAstats publications and Benchmarking reports. **REDACTED** is involved in creating CIPFAstats and Benchmarking questionnaires, data validation and final output.

REDACTED started at CIPFA in January 2014 and has gained experience in quantitative analysis whilst developing substantial analytical skills using Excel.

Analytics & Research

CIPFAstats was established as a partnership between individual local authorities and CIPFA to provide a comprehensive framework for reviewing the efficiency of locally provided services, helping users to manage their resources more effectively. CIPFAstats now undertake more than 30 annual surveys of local authority functions.

Alongside this, CIPFA Benchmarking are the market leader in local government benchmarking, providing answers to key questions around service performance and facilitating best practice. The team undertake more than 20 clubs around corporate services and social care and are the leading provider of the pan-public sector VfM indicators.

The Research team completes the department, focusing on interpretation of policy changes for the public sector, and Research on delivering a high quality social research service for clients, capturing user views about the services they come into contact with.

Relevant Experience

REDACTED runs several CIPFA Benchmarking Clubs for local authorities and also produces key CIPFAstats publications, such as the Council Tax survey.

REDACTED is responsible for creating questionnaires, validating the data and producing the final output.

REDACTED is currently responsible for the Human Resources and Democratic Services Benchmarking Clubs, as well as a number of Social Care products, such as the Section 251 report and the ASC-FR profile. These involve a vast amount of external data, and excellent data management and analytical skills.

Experience of developing new products, including the Academies profile and a Balance Sheet Management profile.

Responsible for the quality assurance of a number benchmarking reports and questionnaires.

As part of senior role, represents CIPFA externally at conferences and presenting data to local authorities.

REDACTED holds the Prince2 Foundation project management qualification, and is also a regular user of IBM SPSS.

QUESTIONNAIRE 5 – DELIVERY AND APPROACH

5.1 Potential Providers should provide a detailed outline of the proposed team structure to deliver the requirement.

The specific roles/responsibilities of all personnel engaged in performance of the requirement and the number of days each resource will contribute to the project should be included within the response.

The response should also highlight the relevant experience of personnel of undertaking projects of a similar nature.

Supplier Response

Project Manager

REDACTED will oversee the project and manage the support team. **REDACTED** will act as the key contact between the Cabinet Office and CIPFA. **REDACTED** will also take a lead role in the design of the online survey, depth interview discussion guides and final reports. If and when required **REDACTED** will deputise as project manager.

Project Support

Tasks to be shared across the Project Support team include: creation of the technical specification for the online survey; creation and testing of the online survey; monitoring responses to the survey; providing support to respondents either by email or phone as required; creation of the guidance / supporting materials; joint development of the discussion guides; undertaking the depth interviews; and creation of the data tables and coding free text responses.

Advisory Support

Staff will draw on the expertise of CIPFA's Faculties to identify important themes and build on any emerging trends. Reports will also be formally edited by the TISonline team.

REDACTED, Director, Business Services

A high level quality assurance oversight will be provided by **REDACTED** (Director, Business Services). **REDACTED** leads CIPFA's extensive Advisory Services team including our benchmarking and advisory teams. Previously with the Audit Commission as Head of Operations in Central Region, **REDACTED** is an FCCA qualified accountant and has worked extensively at a strategic level with boards and chief executives across the public sector. **REDACTED** has a strong people and project management skill set and has led some of CIPFA's highest profile advisory projects.

5.2 Potential Providers should detail their approach to delivering the requirement set out in Appendix B.

Specifically Potential Providers should describe their overall approach and the research method(s) they will employ.

Supplier Response

The research brief contains questions of a quantitative and qualitative nature; consequently our project approach consists of three stages:

- An online survey, which will include questions related to financial information, workforce, company size, location and legal form
- Interviews (depths), which will explore initial findings from the online survey, and also include general questions related to motivations, ongoing operational growth, barriers and enablers for example
- Selected case studies, which will highlight in detail the motivations, key drivers, social impact, successful models, sustainability and additional support required from government

Online Survey

The first stage of the research is to undertake an online survey of public service mutuals (approximately 115 in total). The questions included will primarily be quantitative in nature. The final set of questions will be agreed with the Cabinet Office.

We recommend that a guidance document be produced to assist those taking part in the online survey. Reference, and links to the guidance, can be included in any pre-marketing of the survey as well as within the invitation to take part. The guidance will include details of any relevant definitions, instructions on how to complete the survey, and contact details in case any queries arise.

Interviews (Depths)

While the online survey is in progress, CIPFA will identify 16 organisations to arrange telephone depth interviews with. These interviews will build on themes initially identified through the online survey, and will also be used to discuss more qualitative aspects such as social impact, staff engagement, enablers, benefits, and challenges. Organisations will be chosen on a random basis with a view to being representative of the overall population (115 organisations). We estimate that each interview will last up to one hour, although this may be extended with the interviewee's permission.

Selected Case Studies

CIPFA will undertake four case studies across a sample of the mutuals. To ensure comparability and to enable common themes to be identified, each interview will utilise a discussion guide, which will be developed based on the objectives outlined above. We anticipate that the interview time for each case study will last up to 2 hours, although this may be extended. Case studies will provide more detailed information about the activities of a particular organisation, including the mutualisation process, ongoing operations, financial decision-making and examples of best practice.

5.3 Potential Providers should detail their approach to delivering the requirement set out in Appendix B.

Specifically Potential Providers should describe the research tools (e.g. surveys, questionnaires) they will deploy to obtain comprehensive and consistent data from participants.

Supplier Response

In terms of data collection, CIPFA primarily utilises an online survey platform. This enables respondents to participate at times convenient to them and to return as often as required to complete the survey, the data being saved automatically. To participate, all the respondent requires is a device with web browser, e.g. Google Chrome, Microsoft Internet Explorer (Edge), Apple Safari or Mozilla Firefox. The Research team can:

- design and create online surveys
- customise survey invitations and disseminate them to a target audience
- send targeted reminders to those that are yet to start / complete the survey
- analyse the data in a variety of formats.

CIPFA has access to a variety of software programmes to analyse data, including MapInfo Professional, Microsoft Excel and IBM SPSS. CIPFA typically reports findings using Microsoft Word, PowerPoint or Adobe PDF, as applicable.

5.4 Potential Providers should detail their approach to delivering the requirement set out in Appendix B.

Specifically Potential Providers should detail their sampling approach to achieve a statistically significant and representative sample of the existing public service mutuals sector.

Supplier Response

For the online survey our sample will consist of all 115 identified organisations, i.e. the entire population. The challenge becomes one of ensuring that those who participate can be viewed as being representative of the overall population. This can be determined by comparing some feature of each organisation, for example the region within which they are based, to identify if there are gaps in the collective response. If this becomes evident then we could encourage organisations based in the missing regions to participate in order to correct this imbalance. It is technically possible to weight the data to account for this imbalance, but doing so may simply further skew what is already an unrepresentative sample. Consequently this is not something we would recommend.

For the depth interviews and case studies we would recommend drawing a sample from the entire population of mutual organisations. Although we can offer the option to participate in this element of the survey through the online survey there is a risk that those who volunteer through this route may not be truly representative. However it is an option. The 16 organisations approached for the depth interviews along with the 4 for the case studies would, based on a number of overlapping characteristics, be seen to be representative of the entire population. The number and type of characteristics will need to be agreed but could be:

- region
- proportion owned by employee
- legal structure
- year of formation
- sector, e.g. health.

By way of example, using the list of mutuals as identified by Cabinet Office we have noted that there is a high concentration of organisations in London / South East, and also in the North East and North West. Our sample of organisations for the case studies will reflect this spread.

5.5 Potential Providers should detail their approach to delivering the requirement set out in Appendix B.

Specifically Potential Providers should detail how they will maximise engagement and participation in the research.

Supplier Response

CIPFA has a unique network with which it can engage as part of this research. This includes those who are involved directly and indirectly in the financing of the Public Service Mutuals Sector. As the professional body for people in public finance, our members work throughout the public services. CIPFA's members can be found in national audit agencies, major accountancy firms, and in other bodies where public money needs to be effectively and efficiently managed. This includes organisations that operate as Public Service Mutuals, as well organisations which commission, fund and partner with this sector.

For the online survey, quantitative element, we can utilise a statistical approach to measure the reliability of the survey. Essentially, as the level of response grows the reliability of the survey increases. However, given the relatively small size of the population the response rate needs to be quite high.

For quantitative surveys we are ideally looking to achieve an error rate of 5% at the 95% confidence level. Based on a population of 115 we need to obtain 90 or more responses to achieve this, i.e. a response rate of 78% or better. This is clearly quite a challenging target, although we can encourage participation in a number of ways, e.g. issuing reminder emails or undertaking a telephone campaign to drive the response rate up.

To further assist in driving up awareness of the survey as well as encouraging participation we would:

- work with the Cabinet Office and EOA to ensure any marketing messages contain the right language and are targeted at the right people
- utilise our contacts on our Alternative Service Delivery Network to further raise awareness and encourage participation
- utilise our contacts on any complimentary network that supports mutual organisations.

The other issue, alongside that of response rate, is ensuring that our respondent set does not contain any bias, e.g. is not primarily made up of organisations in London and the South-East. As with response rates, we can direct reminder emails and/or a telephone calls to encourage wider participation.

5.6 Potential Providers should detail their approach to delivering the requirement set out in Appendix B.

Specifically Potential Providers should outline the analysis they will conduct to generate meaningful findings to inform the development of a strategy to support a growth in public service mutuals.

Supplier Response

The methods used for data collection differ for the quantitative and qualitative elements of the project. The quantitative element will, as mentioned previously, be undertaken online. Consequently this means that the data is available in real-time. Initially data for the

qualitative element will be captured in digital format, through the use of digital recorders. The data, voice recordings, will then be transcribed in full and stored in (typically) Word format.

From an analysis perspective this means that:

- data from the online survey can be analysed in real-time or downloaded for processing using a variety of different desktop software, although any free text/comments will require coding (grouping/labelling open text) prior to analysis
- the transcriptions from the depth interviews will require reading and re-reading in order to develop the common themes across the interview groups as well to discern any regional or other differences that can be legitimately identified.

Given the advantages that an online survey offers, i.e. the ability for the respondent to respond at their leisure as well as at times of their own choice, we need to be mindful of the point at which the data (responses) can be utilised. So, once the respondent has reached the end of the survey they are offered the opportunity to submit their reply. At this point the record is then locked, i.e. they can no longer edit their reply, and we can assume that the data is usable. However, on request we can unlock the record to allow further changes. This might be useful when we have queries regarding their response once we begin our analysis. In the event that someone completes the survey but is minded not to submit then we can exercise a number of options, e.g. ignore the response as it was not submitted regardless of the extent to which it is complete OR accept the response as valid provided it has exceeded a particular threshold, i.e. the last question answered. Decisions around inclusion/exclusion of data can be made in collaboration with the Cabinet Office.

By way of example the subjects, components and report formats for the two survey elements might be:

Quantitative

The quantitative research will include, but not be limited to, the following:

- Geographical location: Identify where mutuals are located, the productivity of each region, average company size by region, and average age of mutual by location; presented in a map or as data tables
- Financial performance: Change over time; presented as data tables or graphs
- Workforce characteristics: Size, turnover, staff absenteeism; presented as data tables or graphs
- Organisational characteristics: Legal form, employee ownership; presented as data tables

Qualitative

The qualitative research will be included as written summaries identifying key themes and as case studies. The research will include, but not be limited to, the following:

- Social impact: Impact on the local and wider community
- Staff engagement: Staff involvement in decision making
- Enablers: Motivations to mutualise and support received
- Ongoing operations: Barriers, operation and growth
- Financial decision-making: Historical, current and expected future finance requirements.

Report

The final report layout will be agreed with the Cabinet Office but we anticipate that it will include the following sections:

- Introduction
- Executive summary
- Research objectives
- Methodology
- Respondent profile
- Analysis of public service mutuals, including:
 - o Features
 - o Performance and benefits

- o Drivers of successful mutualisation
- o Challenges (development and growth)
- o Support and conditions required from Government to support growth
 - Selected case studies
 - Statistical validity and bias

Common themes will be identified and summarised, with the strength of the response and level of support for individual questions being evaluated by stakeholder group and overall. The report will be provided in Word (doc or docx) and/or Adobe (pdf).

5.7 Potential Providers should provide a project plan and timescales to deliver the requirement set out in Appendix B within the available timeframe. If required, attachments are permitted to answer this question.

Supplier Response

Our response to question 5.7 is included as an appendix (Word Document), as it includes a table.

5.7 Project Plan and Timescales

Activities

The table outlines the core project activities and the total number of working days associated with each activity.

Activity	Working Days
Questionnaire development	4
Guidance development	3
Discussion guide development	3
Identify population and draw qualitative sample	1
Recruitment campaign (qualitative)	4
Marketing materials and reminders	2
Survey development and testing	5
Response testing (quantitative)	2
Qualitative interviews (depths)	3
Qualitative interviews (case studies)	2
Transcriptions	3

Qualitative analysis (content analysis)	7
Quantitative analysis (data tables, graphs and coding)	4
Write up draft report	4
Write up final report	2
Update client (weekly)	2
Total	51

Key milestones

The table below identifies the key project milestones and the completion date of each milestone. The table assumes a start date of 21 October 2016 and a completion date of 9 December 2016.

Activity	Dates
Contract start date	21 October
Agree question sets (quantitative and qualitative)	21-23 October
Build survey and produce guidance/discussion guide	24-28 October
Marketing project and recruitment	21-31 October
Launch online survey	31 October
Conduct depth/case study interviews	31 October-17 November
Close survey and extract data	21 November
Analyse qualitative data	18-25 November
Analyse quantitative data	23-25 November
Write report	28 November-2 December
Send draft report for feedback	2 December
Draft feedback received	7 December
Send final report	9 December

5.8 Potential Providers should provide a risk register outlining all anticipated risks in the delivery of the requirement set out in Appendix B and identifying how they will be managed. If required, an attachment will be permitted for this question.

Supplier Response

Our response to question 5.8 is included as an appendix (Word Document), as it includes a table.

5.8 Risk Register

The following risks have been identified and will be managed accordingly:

Potential Risk	Probability	Impact	Action
Project Manager absence	Low	Low	REDACTED to deputise
Project Support absence	Low	Low	Data Analyst to deputise
Insufficient response rates (survey)	Low	High	Targeted survey reminders will be issued and further promotion of project will take place. Data can be weighted if required
Lack of participants for depth interviews	Low	High	All sample organisations will be contacted. If necessary the interview length will be reduced to suit schedules
Loss of data	Low	High	All data will be backed up on secure servers

All risks will be reported and managed through regular reporting.

All issues will be documented, assessed and escalated as exceptions through the standardised process.

Complaints, should they arise, will be dealt with individually at management level ensuring they receive the appropriate level of response and resolution.

All CIPFA report-based projects and surveys are subject to a peer review process as part of our commitment to Quality Assurance. We apply a range of project controls, quality assurance, toolkits, best practice, programme and project management including best practice as embodied in OGC's programme management, PRINCE2 and the management consultancy statement of best practice.

CIPFA maintains a fully tested and operational Business Continuity Plan which will be activated in the event of changes to key facilities, IT services or personnel in order to ensure delivery of services to clients.



ANNEX 5 – CLARIFICATIONS

Ref	Appendix D Question Number	Clarification Question	Response	Date Issued
1		We have a couple of queries in relation to the terms and conditions of contract. Therefore, would the Cabinet Office accept a proposal subject to contract?	The Cabinet Office would not be willing to accept a proposal subject to contract. Cabinet Office terms and conditions will govern the contract.	11/10/16
2	5	Are we correct in understanding that for the methodology and approach sections we are only permitted to submit text up to a character limit of 4,096 and that no attachments are permitted?	Yes that is correct.	11/10/16
3	5	Can you clarify whether diagrams will be included in this character limit?	No. Diagrams cannot be included in answers to this question - answers must be given in text format only.	11/10/16
4	Various	Are we correct in assuming that attachments are only permitted for CVs, project plan and pricing sections?	Attachments are only permitted for responses to questions 4.3, 5.7, 5.8 and 6.	11/10/16
5		Can you supply the current breakdown of the population of public service mutuals into stage of development across the mutualisation lifecycle, size, location and legal status to assist with the sampling for the proposal?	<p>The Cabinet Office will provide the successful bidder with its most up to date list of existing public service mutuals, their locations and (with limited exceptions) establishment dates and legal structure. The Cabinet Office gives no assurance of the currency of this information and confirmation of such details is expected as part of this research.</p> <p>There may be developing/existing public service mutuals the Cabinet Office is not aware of. It is interested in</p>	11/10/16

OFFICIAL

			potential providers' strategies and ability to leverage their networks to ensure the fullest possible coverage of the public service mutuals sector in this research.	
6		Will the Cabinet Office be able to provide up to date contact names, email addresses and telephone numbers for those public service mutuals to be included in the research?	<p>The Cabinet Office will provide the successful bidder with a list of existing public service mutuals known to it, and the most up to date contact details it holds for each. This will include, with limited exceptions, a key contact, email address and some phone numbers.</p> <p>Again, there may be public service mutuals the Cabinet Office is not aware of. It is interested in potential providers' strategies and ability to leverage their networks to ensure comprehensive coverage of the public service mutual sector in this research.</p>	11/10/16
7		Is there any flexibility on the timetable? The timescales are considered tight given the requirement to maximise participation in the research by existing public service mutuals via interview. On this basis, what is your expectation in terms of the number of public service mutuals you would like interviewed?	<p>The proposed timescale for the research reflects the need for it to inform the Government's refreshed strategy to support a growth in public service mutuals which it intends to publish in early 2017. Therefore, there is no expectation of flexibility in the timing of research delivery, and we will keep progress against the tight timeframe under review as the project progresses. The Cabinet Office would like to understand from potential providers' responses how they will maximise participation in the research during the available timescale.</p> <p>The Cabinet Office is interested in potential providers' views on what they would deem a 'statistically significant' PSM sample number given the size of the current public service mutuals sector (approximately 115 public service mutuals to Cabinet Office's knowledge). Its preference is for public service mutual participants to be interviewed. However, it is open to proposed alternative means of capturing data from participants, beyond the interviews,</p>	11/10/16

			where this increases participation rates without compromising the quality of responses.	
8		<p>In Appendix B – Statement of Requirements, section 9. Monitoring, it states at 9.2 that: “During the Term of the Contract, the Supplier will attend a weekly progress update conversation with the Authority’s representative (REDACTED, REDACTED), or his nominated representative”.</p> <p>Can you confirm whether the weekly communication will take place by phone or as a face-to-face meeting?</p>	The Cabinet Office is willing to be flexible on face to face or telephone conversations for the weekly progress updates. It would prefer that the initial meeting is held face to face if feasible for the successful bidder.	11/10/16



ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

N/A

ANNEX 7 – CHANGE CONTROL FORMS

**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- General – v. 4**

Contract Name:

Contract Ref. No.

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Management Process

Change Control Process map:

CUSTOMER CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CUSTOMER

Summary of proposals/
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.
The Terms and Conditions of the Contract apply but with the following amendments:
Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

Proposed payment:

[lump sum/ ongoing payments]

Required delivery date, with rationale:

[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]

Change authorised to proceed to Stage 2
(Customer organisation representative)

Signature

Print Name & Position

Date

Change authorised to proceed to Stage 2
(CCS representative):

Signature

Print Name & Position

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

[e.g. proposed implementation route; conditions of delivery]

CAPITAL / IMPLEMENTATION COST

Labour

Materials

Othis
Costs

TOTAL:

REVENUE COSTS (per annum)

Contract Base Rate

Current Contract Rate

Breakdown

Breakdown

Breakdown

Breakdown

TOTAL

ABORTIVE COSTS:

[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]

OFFICIAL

NB: Any abortive costs to be discussed with the customer before being incurred

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**):

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

CCN Withdrawn:

By signing below, unless CCN is withdrawn, *the [Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed
(Customer
Representative

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(Customer
representative)

Print Name &
Position

Contract Management Guidance – Template #10
CHANGE CONTROL FORM- Extensions – v. 5

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
-----------------------	------	--------------------------	------------------------------------

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]


 Change Management Process
 Change Control Process map:

CLIENT CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	

STAGE 1 - CLIENT

Summary of proposals/ requirements :	<p>Further to the current contract expiry date of <i>[insert date]</i> the <i>[insert contracting authority name]</i> wishes to take up the option of a <i>[insert extensions duration]</i> extension to <i>[insert new expiry date]</i> as per the <i>[Contract/ Agreement/ Call off]</i>.</p> <p>The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.</p>
Proposed payment:	In line with the Terms and Conditions of Contract

Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative):			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)			
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
ABORTIVE COSTS :	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]</i>		
<i>NB: Any abortive costs to be discussed with the client before being incurred</i>			
Anticipated period from CCN being authorised by client to start of related provision			
[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			
Signed (Supplier Representative):			
Print Name & Position:			

Date:

STAGE 3 – CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

Variation Withdrawn

By signing below, unless CCN is withdrawn, *the [Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed
**(Customer
Representative)**

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date

STAGE 5 - CCN COMPLETION SIGN-OFF

[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

I confirm that the **[works have been completed/ provision required under the CCN commenced]** in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been completed/ provision required under the CCN commenced:

Date Signed by Customer:

Signed **(Customer representative):**

Print Name & Position