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Attachment 3 – Statement of Requirements

Contract Reference: CCCC22A06

COVID Inquiry Public Consultation Evaluation

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Attachment 3 – Statement of Requirements
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1. PURPOSE

- 1.1 The UK Covid-19 Inquiry requires a Supplier to evaluate the responses to its forthcoming consultation on the Inquiry's Terms of Reference, and to produce a report summarising those responses.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 On 15 December 2021 the Prime Minister announced Baroness Hallett as the Chair of the UK Covid-19 Inquiry, a statutory public inquiry to be held under the Inquiries Act 2005.
- 2.2 The Terms of Reference of the Inquiry will be established after consultation with the Devolved Administrations in Scotland, Wales and Northern Ireland (run by the Government), and after consultation with bereaved families and other groups affected by the Covid-19 pandemic and the general public, run by the Inquiry itself.
- 2.3 The Inquiry will cover all four UK nations. A separate Inquiry will be held in Scotland that will examine decisions taken by the Scottish Government only. Wales and Northern Ireland are not expected at this stage to carry out their own inquiries into devolved matters.
- 2.4 Although the work under this contract will be carried out for the UK Covid-19 Inquiry, the Cabinet Office will be the Contracting Authority.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Government is expected to conclude its consultation with the Devolved Administrations, and hence provide the Inquiry with a draft Terms of Reference, by 4 February 2022. The Inquiry's Terms of Reference public consultation is therefore planned to take place from no earlier than 7 February, and last until 21 March. The Supplier will be expected to complete its analysis of the consultation responses (which should commence while the consultation is still live) and provide a first draft summary report by 1 April 2022. The report will then be reviewed by the Inquiry and feedback provided, with the aim of finalising the report by 7 April 2022.
- 3.2 The consultation on the Terms of Reference will provide any UK resident with the opportunity to comment on the proposed scope of the Inquiry and how it will approach its work.
- 3.3 Responses to the consultation will primarily be collected online via an online form hosted on Citizen Space. The Supplier will be provided with responses from the Citizen Space portal in an Excel (.xlsx) file.
- 3.4 The public will also be able to submit responses in writing to the Inquiry's generic email inbox, and physically to a PO Box. This route will not be actively

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encouraged and should only form a minority of responses. These responses will be provided to the Supplier as PDF files.

- 3.5 During the consultation period, the Inquiry will also hold events with targeted stakeholders to seek their views on the Terms of Reference through discussion. A written record of these events will be provided to the Supplier to incorporate into their analysis.
- 3.6 The consultation questions are expected to consist of a small number of yes/no questions, with free text responses to elaborate on those views.
- 3.7 It is inherently difficult to predict the volume of responses to the consultation that will be received. Direct, pro-rated comparison with a similar exercise run by the Scottish Covid Inquiry set up team would suggest a response rate of c. 7,000. The Inquiry anticipates it could receive many times that figure, with an upper estimate of 40,000 responses. However, the Supplier will need to be flexible to analysing a greater volume of responses than anticipated.

4. DEFINITIONS

Expression or Acronym	Definition
Citizen Space	means the online public consultation tool that will be used as the primary means for collecting responses to the public consultation.
The Inquiry	means the UK Covid-19 Inquiry, a statutory public inquiry established under the Inquiries Act 2005.
Terms of Reference	means the broad scope of the UK Covid-19 Inquiry, including how its work will be conducted.

5. SCOPE OF REQUIREMENT

- 5.1 The Inquiry will require the Supplier to:
- 5.1.1 **Analyse the public consultation responses** – the Supplier will analyse responses to the public consultation received online via the Citizen Space consultation site, received in writing, and written records of consultation events held with stakeholders and provided by the Inquiry.
- 5.1.2 **Produce a summary report** – the Supplier will produce a report summarising the responses to the public consultation.
- 5.2 The scope of this contract does not include the design of the consultation questions.

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6. THE REQUIREMENT

- 6.1 The Supplier will analyse the public consultation responses, including but not limited to:
 - 6.1.1 Collating the responses to quantitative questions.
 - 6.1.2 Reading and understanding all qualitative/textual responses to the consultation.
 - 6.1.3 Analysing the responses and identifying key and pertinent points, themes and trends, specifically suggestions/comments that could be considered by the Inquiry Chair to improve the Terms of Reference.
 - 6.1.4 The consultation questions are currently being finalised, but are expected to include (but not be limited to):
 - 6.1.4.1 A yes/no question indicating whether the respondent feels the Terms of Reference require any additions, with a mandatory free text box to elaborate on their thoughts if they answer 'no'.
 - 6.1.4.2 A free text question seeking views on the priority order that the Inquiry should consider for its work.
 - 6.1.4.3 A free text question seeking views on the timeframe for the Inquiry.
 - 6.1.4.4 A free text question seeking views on how to include bereaved families and others impacted by the pandemic within the Inquiry's work.
 - 6.1.5 The free text questions will not have a word limit.
- 6.2 The Supplier will produce a summary report, including but not limited to:
 - 6.2.1 A written summary of the content and tone of the responses to the consultation – for example, identifying issues which a significant proportion of stakeholders indicated should be added to the Terms of Reference.
 - 6.2.2 Data tables summarising the responses to quantitative questions.
 - 6.2.3 The report will be published by the Inquiry with acknowledgement to the Supplier. Crown Copyright will apply to the published report.

7. KEY MILESTONES AND DELIVERABLES

- 7.1 The following Contract milestones/deliverables shall apply:

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Milestone/Deliverable	Description	Timeframe or Delivery Date
Consultation opens	The date on which the public consultation is opened for responses.	No earlier than 7 February
Contract award	Target date for awarding a contract to the preferred Supplier	7 March
Supplier start	The date from which the Supplier will be expected to start analysis	10 March
Consultation closes	The final date on which new responses will be received.	21 March
Draft report	Supplier to provide a developed first draft of a report summarising the analysis of the consultation responses.	1 April
Inquiry comments on draft	The Inquiry to provide written feedback and comments on the draft report	5 April
Final report	Supplier to provide the final draft of the report, incorporating the Inquiry's comments	7 April
Contract Review meetings	Supplier Contract Management team to attend contract review meetings	Monthly
Progress meetings	Supplier Delivery team to attend progress meetings	Weekly

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 Reporting arrangements will be established in discussion with the Supplier upon contract award.

9. VOLUMES

- 9.1 It is inherently difficult to predict the volume of responses to the consultation that will be received. The Inquiry anticipates it will receive between 5,000 and 40,000 responses, but the Supplier will need to be flexible to analysing a greater volume of responses than anticipated.
- 9.2 Should the volume of consultation responses exceed 40,000, the milestone for delivery of the draft report, and subsequent milestones, will be reviewed in discussion with the Supplier.

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10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during monthly Contract review meetings.
- 10.3 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.

11. QUALITY

- 11.1 The Supplier shall provide suitably qualified staff to consistently deliver a quality service.
- 11.2 The Supplier shall have in place proportionate quality assurance procedures to review the accuracy of its analysis.

12. PRICE

- 12.1 Potential Bidders are required to submit competitive hourly and daily rates for the grades of staff they propose to work on the contract.
- 12.2 Potential Bidders are required to submit a Capped cost to fully deliver the requirement, based on the anticipated number of consultation responses (40,000), along with a variable cost per 5,000 responses.
- 12.3 The maximum available budget for this contract is £80,000 (exclusive of Value Added Tax (VAT)). This does not mean that the Authority is expecting submitted Capped costs to utilise the full budget amount. Bids over this amount will be deemed non-compliant.
- 12.4 For the avoidance of doubt, the contract shall operate on a call-off basis based on the capped costs, variable costs and hourly and day rates submitted, up to the maximum contract value of £80,000 (exclusive of VAT), and there shall be no minimum payments guaranteed.
- 12.5 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 13.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

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14. SERVICE LEVELS AND PERFORMANCE

14.1 The Authority will measure the quality of the Supplier's delivery by:

- 14.1.1 **Supplier start date** – the Supplier will have sufficient resources in place to begin the analysis of consultation responses on 10 March, for responses received to that date.
- 14.1.2 **Timeliness of Report** - the Supplier will provide a first draft summary report by 1 April 2022, and a final summary report by 8 April 2022. This milestone will be renegotiated with the Supplier should the number of consultation responses exceed the Inquiry's upper estimate of 40,000.
- 14.1.3 **Quality of Report** – the Supplier will provide a final summary report that is technically sound and addresses the key issues requested by the Inquiry. The report will also be clearly expressed and accessible to a non-analytical audience, and strike an appropriate balance between length and detail.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Start date	Supplier is ready to begin analysis of responses on target date	10 March 2022
2	Timeliness of report	Final summary report is provided to the Customer within the requested timescale	First draft 1 April 2022 Final version 8 April 2022
3	Quality of report	Final summary report provides a clear summary of consultation responses and appropriately covers requested issues	Report is technically sound and clearly expressed for a non-analytical audience

15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

15.1 Staff allocated to work on the Inquiry will need to be cleared to the Baseline Personnel Security Standard (BPSS) level of the National Security Vetting levels within one week of contract award.

16. PAYMENT AND INVOICING

16.1 Invoices should be issued monthly in arrears.

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- 16.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 16.4 All electronic invoices must be sent, quoting a valid Purchase Order (PO) Number to the following address: APinvoices-cab-u@gov.sscl.com
- 16.5 Paper invoices can be sent to: Shared Services Connected Limited, CAB Procure to Pay, PO Box 405, Newport, NP10 8FZ
- 16.6 You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to: APinvoices-CAB-U@gov.sscl.com or by post at Newport SSCL Cabinet Office, PO Box 405, Newport NP10 8FZ

17. CONTRACT MANAGEMENT

- 17.1 Contract Review meetings shall take place on a monthly basis. Progress meetings shall take place on a weekly basis.
- 17.2 Such meetings are likely to take place online, but where physical attendance is required at Contract Review / Progress meetings, this shall be at the Supplier's own expense.

18. LOCATION

- 18.1 The Services will primarily be delivered remotely. Where in-person meetings are required, these will take place either at the Inquiry's premises in London or at the Supplier's premises.

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