Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. PURPOSE

1.1 The UK Covid-19 Inquiry requires a Solicitor to the Inquiry and supporting legal team to provide continuous legal advice to the Inquiry Chair on the operation of the Inquiry.

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 Following a public consultation, the Terms of Reference were finalised by the Prime Minister in June 2022.

2.3 The Inquiry covers all four UK nations. A separate Inquiry is being held in Scotland that will examine decisions taken by the Scottish Government only.

2.4 Although the work under this contract will be carried out for the UK Covid-19 Inquiry, the Cabinet Office as the sponsoring department will be the contracting authority.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 The UK Covid-19 Inquiry is a high profile and highly complex public inquiry, examining preparations for and the response to the Covid-19 pandemic in England, Wales, Scotland and Northern Ireland, up to and including the Inquiry's formal setting-up date, 28 June 2022. The Inquiry is taking a modular approach to ensure that it examines issues with sufficient depth and rigour, while also completing its work within a timely manner.

3.2 The Inquiry requires a Solicitor to the Inquiry and supporting team to provide legal advice on its work, including its investigative strategy, the collation and evaluation of evidence, preparation for and delivery of public hearings, and compliance with the Inquiries Act 2005 and Inquiry Rules 2006.

3.3 The Chair has appointed Hugo Keith KC to act as Counsel to the Inquiry.

4. DEFINITIONS

Expression or Acronym	Definition
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.
Every Story Matters (ESM)	ESM is a listening exercise that gives members of the public an opportunity to share their experiences of the pandemic, and their thoughts about what the UK response got right or wrong. ESM is the primary means for the Inquiry to obtain views directly from the wider public about the impact of the pandemic.
Section 40 (s.40)	Section 40 of the Inquiries Act 2005, relates to awards made by the Chair to core participants to fund their legal representation before the Inquiry.
Substantive Inquiry hearings	Public hearings in which the Chair hears evidence from witnesses.

5. SCOPE OF REQUIREMENT

5.1 The Inquiry will require support on items including the below. This is not an exhaustive list and is likely to develop further as the Inquiry progresses.

5.1.1 **Key personnel** – the supplier's team will include a Partner or Senior Solicitor to fulfil the role of Solicitor to the Inquiry. That individual should remain in the Solicitor to the Inquiry role throughout the duration of the contract.

5.1.2 **Advice on Investigative strategy** – the Supplier will provide advice to the Chair on the investigative approach to fulfil the Inquiry's Terms of Reference, including (but not limited to): advising the Chair on topics and witnesses for public hearings; the scheduling of such

hearings; and taking evidence and witness statements from relevant organisations and individuals; the structure and delivery of reports.

5.1.3 **Legal Team –** working with Counsel to the Inquiry to ensure the Inquiry has access to the legal expertise it requires, and ensuring a suitable division of duties between Counsel, Solicitors and Paralegals.

5.1.4 **Inquiry procedures** – the Supplier will be responsible for the legal elements of delivery of the Inquiry's operation, including (but not limited to) procedures for evidence management and disclosure, assessing and maintaining a log of Core Participant status and Section 40 funding, and delivery of hearings. The Supplier will also be responsible for working with the Inquiry Secretariat to plan resources for the Inquiry Counsel and Paralegal teams. This may include providing paralegals to supplement the Inquiry's team on occasions.

5.1.5 **Budget management** - the Supplier will be responsible for efficiency and achieving value for money in the provision of its services. It will also work with the Inquiry secretariat to assist it to manage the costs of the counsel and solicitor team appointed to each module within the budget set by the Inquiry and in line with Managing Public Money, and to assist the accurate reporting of such costs.

5.1.6 **Instruction and payment of experts and security staff in devolved administrations-** the supplier will work closely with the research team to identify and instruct experts to inform module work. In some circumstances it will be necessary for the payment of experts to be facilitated through the supplier. Similarly, it may be necessary to call on the supplier to source venue security for devolved administration hearings or events that take place away from the Central London hearing venue.

5.1.7 **Production of Inquiry reports** – the Supplier will be responsible for advising on the production of formal Inquiry reports, working alongside the Counsel team and the Inquiry's Policy and Research Unit. The Supplier may be required to assist with the drafting of reports on occasion, and will be expected to assist with establishing and maintaining a consistent 'house style' for reports.

6. THE REQUIREMENT

6.1 The supplier's team will need to include a Partner or Senior Solicitor to fulfil the role of Solicitor to the Inquiry. The Solicitor to the Inquiry will need to demonstrate strong leadership and organisational skills and the ability to work flexibly and at pace. They should have strong legal skills, an excellent knowledge of the Inquiries Act 2005 and Inquiry Rules 2006, and the ability to work both independently and as part of a multi-disciplinary team. The post

holder should have excellent drafting and analytical skills and be able to take a proactive approach to problem solving, dealing with novel and unpredictable challenges.

6.2 The Inquiry will require advice on its **overall investigative strategy**, including but not limited to:

6.2.1 Providing advice to the Chair on the segmentation of the Inquiry's Terms of Reference, including potential topics for public hearings, seminars and research papers.

6.2.2 Requesting evidence from organisations and individuals, and analysing that evidence for relevance.

6.2.3 Analysis of evidence, and advice on the provision of expert evidence and selection of witnesses, including providing advice on any anonymity issues or restriction orders.

6.2.4 Drafting the Inquiry's redaction protocols and overseeing the implementation of redactions to material to be disclosed to Core Participants.

6.2.5 Management of the disclosure process.

6.2.6 Identifying witnesses for public hearings, and taking witness statements from them in the event that the witness is unrepresented.

6.3 The Supplier will **coordinate the work of the Inquiry's wider Legal Team**, including but not limited to:

6.3.1 Working with Counsel to the Inquiry in the management of the Counsel team in a way which best allocates resources to each topic the Inquiry intends to cover, ensuring that there is sufficient drafting capacity on each team, and that work is conducted at the appropriate level.

6.3.2 Oversight of work across the wider Inquiry Legal Team, ensuring that duties are divided appropriately between Counsel, Solicitors and Paralegals, and that work is conducted at the most cost effective level.

6.3.3 Working with Counsel to the Inquiry and the Inquiry Secretariat to plan the resources required in the Inquiry Counsel and Paralegal teams. This may include the Supplier providing paralegals to work on the Inquiry on occasions where the Inquiry's internal resources need supplementing. Any such increase in the number of Paralegals to be provided by the Supplier may increase the total Contract Value and, if so, the Supplier and Buyer will agree in advance the additional cost prior to it being to be incurred, in line with Cabinet Office approvals process.

6.4 The Inquiry will require **advice on Inquiry procedures**, including but not limited to:

6.4.1 Advice and direction on applications for Core Participant status, and management of the interactions with Core Participants during the Inquiry's work. The Supplier should forge productive relationships with Core Participants and their legal representatives.

6.4.2 Advice and direction on funding applications made under Section 40 of the Inquiries Act 2005. This will include monitoring actual spending against awarded funds, for which a costs assessor will be required.

6.4.3 Provide advice on data protection, data breaches and any communication with the Information Commissioner's Office.

6.4.4 Advice on the management and delivery of Inquiry public hearings, and the legal implications of other areas of the Inquiry's work - for example Inquiry seminars and commissioning research.

6.4.5 Working with the Inquiry's Information Management team to oversee procedures for management of the Inquiry's evidence and eventual transfer of material to The National Archives at the Inquiry's conclusion.

6.4.6 Providing legal advice on other ad-hoc aspects of the Inquiry's work where appropriate - for example, providing advice on the Inquiry's safeguarding responsibilities, responses to correspondence and media enquiries, and advising on website policies and content and in relation to Every Story Matters ("ESM").

6.5 The Supplier will work closely with the Inquiry secretariat to assist it to manage the cost of **legal work on the Inquiry within budget.** The Supplier will be responsible for:

6.5.1 Delivering efficiency and value for money in the delivery of its services;

6.5.2 Overseeing the spend of each module in relation to the allocation and cost of counsel and solicitors. They will work closely with the secretariat to ensure that legal spend is accurately reported.

6.5.3 Notifying the Inquiry at the earliest opportunity of any potential overspend in any module against any budget forecast of legal cost of which it has been informed. The Supplier will seek approval from the Inquiry for any work, instruction or resourcing change which may have a financial impact on the Inquiry.

6.5.4 Providing cost draughtsmen support, or support should the Inquiry look to procure an AI solution at a later date, to the processing of s.40 invoices and ensuring that s.40 awards to Core Participants offer value for money.

6.6 The supplier will on occasion instruct and manage relationships with experts and provide contingency for security staff in devolved administrations. In such cases the Inquiry will require the supplier to:

6.6.1 Pay expert witnesses on the Inquiry's instructions (such costs to be invoiced to the Inquiry as a disbursement)

6.6.2 Arrange on behalf of the Inquiry and at the Inquiry's cost appropriate security, on advice from the secretariat and any additional Cabinet Office security assessments, to hearings in devolved administrations or at other Inquiry events which require additional security.

6.7 The Supplier will assist with the **production of Inquiry reports**, including but not limited to:

6.7.1 Working with the Counsel team and the Inquiry's Policy and Research Unit to advise the Chair on potential findings and recommendations they may wish to make arising from the Inquiry's investigations.

6.7.2 Working with the Inquiry's Communications Team to establish and maintain a consistent 'house style' for Inquiry reports.

6.7.3 Quality assuring Inquiry reports to ensure that, for example, references to the Inquiry's evidence base are accurately recorded.

6.7.4 Management of the 'Maxwellisation' process to ensure that all parties criticised in draft reports have the opportunity to respond prior to publication.

6.7.5 On occasion, the Supplier may also be required to assist with drafting Inquiry reports.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following **indicative** Contract milestones/deliverables shall apply:

REDACTED TEXT under FOIA Section 43 Commercial Interests.

8. MANAGEMENT INFORMATION/REPORTING

8.1 Management information requirements will be established in discussion with the Supplier upon contract award.

9. VOLUMES

9.1 The Inquiry is likely to require advice from the Solicitor to the Inquiry and/or their team on a daily basis. The resource requirement is likely to peak during the periods where the Inquiry is holding public hearings and writing reports of module strands.

9.2 REDACTED TEXT under FOIA Section 43 Commercial Interests.

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 Buyer during quarterly Contract review meetings and monthly continuous improvement meetings.

10.3 Any new ways of working agreed between the supplier and Buyer at quarterly contract review meetings or monthly continuous improvement meetings should be implemented within three months of any agreement.

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

11. SUSTAINABILITY/SOCIAL VALUE

11.1 The Supplier should include examples of how they help deliver social value through their work, with regards to how they:

11.1.1 Demonstrate actions to minimise the environmental impact of the work undertaken, including working in soft copy where possible, and choosing travel by rail where this is the most time efficient method of transport.

11.2 See Call-Off-Schedule-14 Service Levels for the Social Value KPI

11.3 For the avoidance of doubt:

11.3.1 The Social Value commitments and targets made during the tender procedure will form part of the contractual agreement between the Buyer and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver.

11.3.2 Social Value forms part of the quality criteria and will be evaluated independently of price. Suppliers are therefore strongly advised not to include any additional costs related to social value as part of the price submission as this may negatively impact the competitiveness of the Supplier's overall tender submission.

11.3.3 The Supplier must provide an implementation plan to the Buyer detailing how the required Social Value commitments will be delivered through the Contract.

11.3.4 Buyers and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the tender procedure.

11.4 The Supplier must note that in delivering Social Value, the following measures may be used:

11.4.1 The Supplier must manage, measure and report on the delivery of Social Value throughout the life of this Contract.

11.4.2 The Supplier must provide an annual Social Value delivery statement to the Buyer detailing the Social Value that has been delivered through the Contract.

12. QUALITY

12.1 Advice should be provided in the timescales requested by the Inquiry. Advice should account for the specific context of public inquiries and Covid-19, and consider the Inquiry's compliance with relevant legislation.

12.2 Advice should be provided by those suitably qualified, holding relevant practising certificates, in line with the technical competency and experience required by the Buyer.

12.3 Advice should be accurate, pragmatic and efficiently delivered. The Supplier will strike the appropriate balance between covering issues thoroughly and providing unnecessary detail, to consistently deliver a quality service and value for money to the Buyer.

13. PRICE

13.1 The maximum available budget for the contract is **£37,635,940** (exclusive of Value Added Tax (VAT)). For the avoidance of doubt, the contract shall operate on a call-off basis up to this maximum cost and there shall be no minimum payments guaranteed.

13.2 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.

14. STAFF AND CUSTOMER SERVICE

14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service and value for money.

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

14.3 The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

14.4 The Supplier will deliver work to the authority in a timely manner

14.5 The supplier will resource workstreams at the appropriate level, ensuring that work is completed at the appropriate level of seniority within the Supplier's

team, pushing work to the most cost effective level where appropriate, delivering value for money at all times.

15. SERVICE LEVELS AND PERFORMANCE

15.1 The Buyer will measure the quality of the Supplier's delivery by:

15.1.1 Quality of Relationships

15.1.2 Timeliness of Work

15.1.3 Dealing with Complaints

15.1.4 Sustainability

The below KPIs will be monitored for effectiveness and amended over time, if appropriate, with the agreement of the Buyer and Supplier.

	Service Area	**KPI/SLA description**	**Target**
15.1.1a	**Quality of Relationships**	**The Inquiry Secretariat is to be notified of any issues* with working relationships between Inquiry Secretariat and Supplier teams within 12 working days.**	**95-98%**
15.1.1b	**Quality of Relationships**	**Adjustments to working relationships within the Inquiry Secretariat/ Supplier teams following an issue* being notified to be made within 12 working days of such notification**	**95-98%**
	***Issues here constitute those that will have a material impact on the delivery of the requirements set out in this Statement of Requirements.**		
15.1.2	**Timeliness of Work**	**Requests from the Inquiry Secretariat Key Staff* labelled 'urgent' must be responded to by the Supplier within 2 working days from email receipt, or as agreed with the buyer.** **For the purposes of this KPI "Key Staff" are only those with names listed in the KEY STAFF section of the Order Form**	**98% of email requests responded to within the deadline**

15.1.3	**Dealing with Complaints**	**The Inquiry Secretariat must be notified of any complaints received by or about the Supplier within 5 working days of receipt of the complaint.** **For the purposes of this KPI, a "complaint" is defined as a "written complaint addressed to a Module Lead Solicitor or the STI about the conduct of a member of the module team".**	**100%**
15.1.4	**Social Value - Sustainability**	**The Supplier to minimise the environmental impact of the work undertaken, including working in soft copy where possible, and choosing travel by rail where this is the most time efficient method of transport.**	**75% of travel to be undertaken via rail and to reduce working in hard copy by 50% where possible**

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 Staff allocated to work on the Inquiry will need to be cleared to the Counter-Terrorist Check (CTC) level of the National Security Vetting levels.

16.2 The supplier will ensure that all data and information is handled in accordance with the Inquiry's policies and protocols.

16.3 Any data breaches will be handled appropriately, including being reported to the Data Protection Officer in a timely fashion.

17. PAYMENT AND INVOICING

17.1 Invoices should be issued monthly in arrears by the 15th day of each calendar month.

17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

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

17.4 All electronic invoices must be sent to **REDACTED TEXT under FOIA Section 40, Personal Information.**

17.5 The Supplier 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 the legal operations team in the first instance. Alternatively, our Accounts Payable section either by email to: **REDACTED TEXT under FOIA Section 40, Personal Information.**

18. CONTRACT MANAGEMENT

18.1 In line with Call-Off Schedule 15 (Call-Off Contract Management) Contract Review meetings (as part of the Contract Board) shall take place on a monthly and quarterly basis. Indicative items for discussion at the monthly meeting include, but are not limited to:

18.1.1 Risks and Issues

18.1.2 KPIs

18.1.3 Finance management

18.2 Indicative items for discussion at the quarterly meeting include, but are not limited to:

18.2.1 Planning for the next quarter

18.2.2 Delivery of previous quarter

18.2.3 Finance and forecasting

18.2.4 KPIs

18.2.5 Risks and Issues

18.2.6 Management Information Reporting

18.3 Such meetings are likely to take place online, but where physical attendance is required at Contract Review meetings, this shall be at the Supplier's own expense.

19. LOCATION AND EXPENSES

19.1 The Supplier's services will be delivered through a combination of online meetings, in-person attendance at the Inquiry's premises in Central London, in-person meetings at the Supplier's premises and in-person meetings at other locations throughout the UK, including Scotland, Wales and Northern Ireland.

19.2 Public Hearings requiring the Supplier's attendance will be held at venues throughout the UK, including Scotland, Wales and Northern Ireland.

19.3 Travel, accommodation and subsistence expenses incurred by the Supplier in the provision of its services at the above locations will be paid in accordance with the Inquiry's expenses policy, taking account of the following specific item:

19.4 Travel to the Inquiry's premises in Central London for London based Supplier staff will not be a claimable expense. Travel to the Inquiry's Central London premises for Supplier staff based outside of London is claimable if the travel is

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solely for Inquiry business and has been approved by the Inquiry Secretariat in advance.

19.5 Further information covering Supplier Staff travel from home locations to Inquiry premises can be found in the Inquiry's expenses policy