in accordance with the Authority's written instructions and the Contract;

CA1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

CA1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;

CA1.8.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause CA1.8.3 on two or more separate occasions, the Authority may at its option:

CA1.8.4.1 exercise its step in rights pursuant to Clause CA16;

CA1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

CA1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.

CA1.9 Compliance by the Service Provider with this Clause CA1 shall be without additional charge to the Authority.

CA1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.

CA1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:

CA1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non contractual obligations arising under law and will then comply with Clause CA1.11.3;

CA1.11.2 where Clause CA1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause CA1.2.6 above and following this will then comply with Clauses CA1.11.3 and CA1.11.4;

CA1.11.3 subject to Clause CA1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the

Authority may reasonably require) the Authority Personal Data; or

CA1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.

CA1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause CA1.11.

CA1.13 For the avoidance of doubt, and without prejudice to Clause CA1.11, the obligations in this Clause CA1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

CA1.14 The indemnity in Clause 18 shall apply to any breach of Clause CA1 and shall survive termination or expiry of the Contract.

CA1.15 The Parties' liability in respect of any breach of Clause 22.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

## CA2 IT Systems

For the purposes of this Clause CA2, unless the context indicates otherwise, the following expressions shall have the following meanings:

| | |
|---|---|
| **"Euro Compliant"** | that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro; |

CA2.1 The Service Provider shall ensure that:

CA2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with this Call-Off Contract shall:

CA2.1.1.1 not have its functionality or performance affect

ed, or be made inoperable or be more difficult to use by reason of any date related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;

CA2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the Authority and/or any other member of the TfL Group, on which it is used or with which it interfaces or comes into contact; a

CA2.1.1.3 comply with the Government's open standards principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles; and

CA2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause CA2.

## SCHEDULE 3 - SERVICES

*The Service Provider shall ensure that such services and the articles to which they relate comply with the Government's open standards principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles*]

## SCOPE

### General Requirement

The GLA is looking for (an) experienced specialist provider(s) with a proven track record in this area to deliver unconscious bias learning for all staff in the organisation in a flexible way using a range of methods.

All staff in the GLA to receive unconscious bias learning which gives them an understanding of:

- Nature of unconscious bias – including different types of bias, how it operates and can be identified
- Impact of unconscious bias on all forms of decision-making – in relation to policy-making, service delivery and employment practice
- How to identify unconscious bias and mitigate its effects
- How to identify unconscious bias in others and offer constructive challenge

The learning should be delivered using a range of methods which could include:

- An e-learning module, accessible to disabled users, on unconscious bias for all staff
- Face to face interactive workshops – for line managers to explore the topic together and its impact in the context of managerial responsibilities
- Face to face interactive workshops – for teams to explore the topic together and its impact in the context of their work
- 1:1 coaching sessions for senior leaders to recast their understanding of diversity and inclusion or be creatively challenged to do things differently as individuals and to lead their teams in doing things differently to address bias

The approach should consider the following:

- Ensuring learning promotes the understanding that unconscious bias affects all decision-making – and not just recruitment or other employment practice
- Demonstrating a strong command of the topic of unconscious bias and significant capacity to provide the highest quality learning in this area – including the capacity to challenge learners appropriately
- Ensuring learning has a long-term effect on learners and their experience in the workplace - enabling them to draw on the learning in their day to day work
- Proposals for evaluating and measuring the effectiveness of the learning – using an implicit association test and any other possible options
- Considering how to ensure that the approach aligns with the broader context of the Mayor's Equality, Diversity and Inclusion Strategy for the GLA Group and its implementation within the GLA

The majority of GLA, MOPAC and OPDC staff work in policy, strategy, project management, managerial, professional or business support roles, and are used to a sophisticated level of learning material.

These learning and training services will be awarded under a two-year Framework agreement, to provide training courses and other development interventions on both a scheduled and as-needed basis.

The framework contract is warded for four years, the initial period will run for a period of twenty (24) months with an option to extend for a further (24) months by mutual agreement between the GLA and the supplier/s.

The purpose of this document is to provide potential suppliers with sufficient information to submit bids for the provision of these learning and training services. Any potential supplier must be committed to working in partnership with the GLA and any other selected commercial training and learning suppliers to ensure consistency of delivery and a seamless experience for our employees.

**Required volumes**

While the delivery volumes for all requirements are dependent on demand, the following estimates are included for indicative purposes:

| Activity | E-Learning | Manager Workshops | Team Workshops | 1:1 Sessions |
|---|---|---|---|---|
| **GLA** | 900 staff | 20 (270 managers) | 30 | 35 |
| **MOPAC** | 110 staff | 3 (40 managers) | 5 | 10 |
| **OPDC** | 35 staff | 2 (25 managers) (estimate) | 5 | 5 |
| **Total** | 1045 | 25 | 40 | 50 |

| Activity | Estimated Volumes |
|---|---|
| E-learning | On demand at desk session of no more than 60 minutes – 1045 people |
| Workshops | 7-10 days of workshops a year (14-20 half day sessions delivered back to back as one day sessions) |
| 1:1 coaching sessions | 9-12 days a year (6 x 1hour sessions per day) |

## 1. Service Requirements

## 2. Lot 1 – Unconscious bias e-learning for all staff

The e-learning module is required for all staff in the organisation and must be accessible to disabled users. The following functionality must be available:

- Compatible with screen-reader software
- Interactions and navigation to be implemented in a way that is accessible, e.g. fonts and colour contrasts must be appropriate or adjustable for colour-blind or visually impaired learners
- Time constraints on slides or interactions should be removed to help users with impaired motor skills, dyslexia
- The user should be able to enable keyboard only navigation
- Text scripts should be provided for audio and videos and audio-visual content must be subtitled. Descriptions of what is shown in an image (for the use of screen readers) should also be available if required

The e-learning module should be as engaging and participative as possible.

The Service Provider(s) will need to evaluate the impact of the e-learning learning on individual learners' awareness of unconscious bias and their confidence to make constructive challenge, including – but not limited – through the use of an implicit association test (IAT).

## 3. Lot 2 – Unconscious bias learning for managers and teams

The Service Provider(s) will design and deliver face to face interactive workshops for two different audiences.

- Line managers to explore unconscious bias and its impact in the context of managerial responsibilities (approximately 25 sessions)
- Teams to explore the topic together and its impact in the context of their work (approximately 40 sessions)

The GLA's Employee Engagement and OD team will co-ordinate the workshops and will therefore liaise with the Service Provider to arrange suitable dates.

The GLA maintains / GLA's Employee Engagement and OD Team maintains details of all employees who undertake training. To support this facility the appointed Service Provider shall supply to the GLA on the day of the training a completed course register. This will be provided to the GLA Employee Engagement and OD Team at the end of the sessions.

The workshops are expected to be scheduled throughout the year and delivered to groups of staff which are estimated to be between 15-20 people per session.

The Service Provider(s) will need to deliver these workshops at the GLA's office at City Hall.

The following are indicative topic areas for the line managers' workshops:

- Nature of unconscious bias – including different types of bias, how it operates and can be identified
- Impact of unconscious bias on all forms of decision-making – in relation to policy-making, service delivery and not just employment practice
- Impact of unconscious bias on team culture and how managers can build inclusive team dynamics
- How to identify unconscious bias and mitigate its effects in the context of a line manager's responsibilities
- How to identify unconscious bias in others and offer constructive challenge

The following are indicative topic areas for the team workshops:

- Nature of unconscious bias – including different types of bias, how it operates and can be identified
- Impact of unconscious bias on all forms of decision-making – in relation to policy-making, service delivery and not just employment practice
- Enable teams to identify and examine the implications of unconscious bias for their work
- How to identify unconscious bias and mitigate its effects in the context of a team member's responsibilities
- How to identify unconscious bias in others and offer constructive challenge

The workshops may not cover all of these topic areas but the Service Provider(s) will need to be prepared to cover any of these topics if required and ensure the outlined learning outcomes are met. The Service Provider(s) may also be required to cover additional topic areas subject to emerging needs. These will continue to fall in the remit of unconscious bias learning and will be subject to agreement with the Service Provider(s).

The Service Provide(s) will be expect to work collaboratively with the GLA to design and continuously improve the workshops to meet the needs of the GLA.

The Service Provider(s) will need to evaluate the impact of the learning following GLA evaluation processes.

**4. Lot 3 – 1:1 coaching sessions**

The Service Provider(s) will provide 1:1 consultancy/advice/coaching sessions which will be available to GLA senior managers and professional experts working on diversity and inclusion in the organisation.

The Service Provider(s) will need to deliver this coaching at the GLA's office at City Hall, online or over the telephone, or at another accessible location.

The Service Provider(s) will need to cover any of the following aims:

- Inclusive leadership
- Unconscious bias – particularly looking at challenges for the individual senior manager, for example, in relation to recruitment, performance management, work allocation or career development
- Developing inclusive talent
- Any relevant areas of decision-making in policy or service delivery

The Service Provider(s) will need to discuss the aims at the beginning of each 1:1 session with the member of staff.

The Service Provider(s) will need to provide generalised and anonymised feedback on the outcome of these sessions.

The Service Provider(s) will need to evaluate the impact of the sessions following GLA evaluation processes.

## DELIVERABLES / MILESTONES

The following outline in more detail key aspects of the unconscious bias learning provision required

- An online learning tool for all staff, accessible to disabled users which is available to the staff of three organisations – potentially 1045 staff
- Face to face interactive workshops for line managers – potentially 350 managers
- Face to face interactive team development workshops – potentially 50 sessions
- 1:1 coaching sessions for senior leaders – potentially 50

It is also essential that every opportunity is taken to make reference to the GLA context, the content should be enriched, wherever possible, with examples, terminology, case studies, etc., which reflect the GLA's business. To ensure this, the GLA will provide trainers with induction material to fully inform them of the GLA context.

The GLA envisages highly credible, interactive and engaging e-module with high production values which is accessible to disabled users.

The GLA also expects high quality, experienced and skilled facilitators to deliver engaging and participatory workshops – for both managers and for teams. Excellent delivery skills are required alongside the capacity to manage challenge from learners effectively and constructively.

The GLA envisages skilled and experienced coaches/consultants with a credible track record of undertaking similar work elsewhere to deliver the 1 to 1 sessions.

[redacted]

| Date | Milestone / deliverable |
|---|---|
| October 2018 | Inception meeting held |
| November 2018 | Review of the course content and materials |
| December 2018 | E-learning module goes live |
| Dec 2018 – June 2021 | Delivery of interactive workshops |
| Dec 2018 – June 2019 | Delivery of 1:1 sessions |

## SUPPORTING INFORMATION

### Pricing

These are to be provided on a workshop delivery basis (to include administration, materials, courier costs, travel and accommodation. The optimum workshop numbers will be 20 delegates however it will be necessary from time to time to run the sessions with either a lower number than this (minimum 8) or larger groups where appropriate to meet business requirements. Any additional fees are to be specified and accounted for in the Pricing Submission, as part of the response to tender document.

Materials and IP

The intellectual property rights of the design and learning content supplied by the supplier will remain the property of the supplier.

The intellectual property rights in the GLA's business plans, capability frameworks and any other GLA documents supplied within the course of the learning, feedback report or discussions with staff, remain the property of the GLA and must not be used by the supplier or any agent of the supplier without the GLA's prior permission.

### Trainers, Experience and Qualifications

The learning must be delivered by trainers/consultants/coaches with relevant experience. All potential suppliers will need to nominate one lead and one backup trainer to deliver the workshops. All nominated trainers/consultants/coaches will be expected to submit a personal statement outlining their relevant experience and qualifications as part of the Technical

evaluation. Any changes to the Supplier's roster will need to be approved by GLA.

**Trainer Availability and Performance**

It is envisaged that the selected suppliers(s) will:

- Ensure continuity of resources through the contract
- Provide contingency resources at short notice (for example in the event a trainer goes sick on the day of the workshop); and
- Ensure they can respond rapidly to urgent short-term requests for additional trainers without impacting on their existing delivery commitments.

**Cancellation**

- Supplier: If the Supplier cancels workshops/1to1s less than 10 working days before the delivery of any workshop, the GLA will have the right to claim any additional expense reasonably incurred.
- GLA: If the GLA cancels any workshops/ 1to1s the following terms will apply to recompense the Supplier.

| Time of Cancellation | Amount Payable to Supplier |
|---|---|
| On the day of the workshop/1to1s | 100% |
| Between 1 and 3 working days before workshop/1to1 | 50% |
| Between 3 and 10 working days before the workshop/1to1 | 25% |

**Evaluation and feedback**

We will require **level 1** evaluation feedback to be collected from delegates at each workshop in line with GLA evaluation processes. The evaluation should be in line with the best -practice Kirkpatrick evaluation model and the final format will be agreed between the Supplier and the GLA. Proposals on how evaluation can be used to improve future sessions and performance back in the workplace are welcomed as part of the tender bid.

Proposals for how the GLA could evaluate behaviour change over time to understand the long-term impact and benefits of the learning are also welcomed.

**CONTRACT MANAGEMENT**

The Supplier shall identify a named individual to act as the Contract Manager who shall co-ordinate the services provided; monitor the quality of the service provision and liaise with the GLA L&OD Team.

## PERFORMANCE MANAGEMENT

The Contractor shall be required to meet the agreed Service Level Agreement (SLA) and Key Performance Indicators (KPIs), including any aspect of the contract performed by sub-contractors.

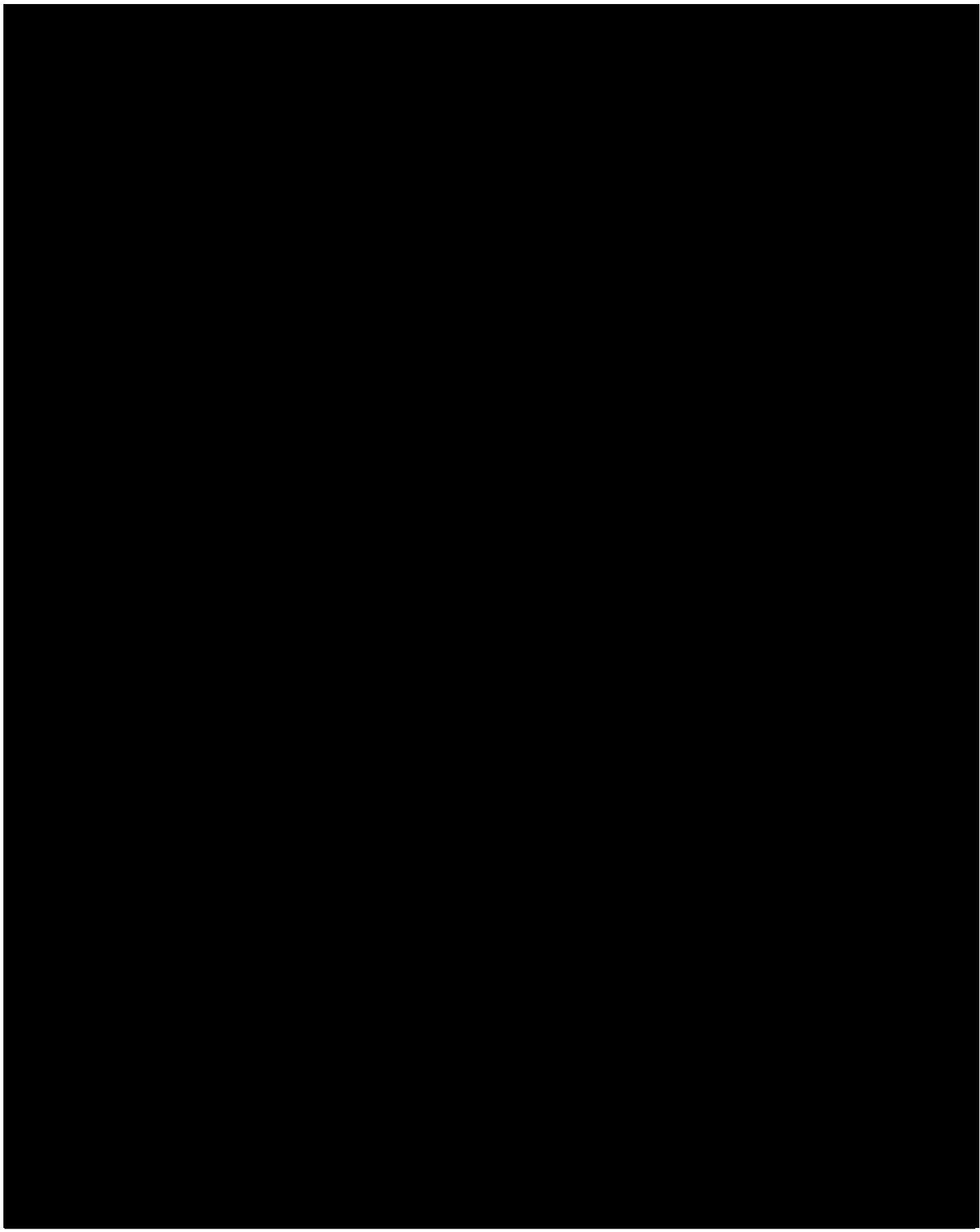
Performance criteria against the KPIs will be monitored by the GLA.

- The supplier is required to fulfill all of its agreed GLA delivery commitments
- Workshops/1to1s are to be delivered by approved individuals who are named within the framework agreement. The trainers are required to hold a UK nationally recognised training delivery qualification; appropriate personal safety qualifications and or have direct experience of working in an enforcement and compliance environment.
- The supplier is required to provide a soft copy of the workshop outline to the L&OD Team
- The trainers are required to inform the L&OD team of any lateness or non-attendance at the end of workshops
- The supplier is to arrange delivery of all learner materials to the workshop location to arrive at least 48 hours prior to the workshop start

## SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIS)

A Service Level Agreement (SLA) with Key Performance Indicators (KPIs) will be implemented with the appointed Service Provider(s). The SLA must include reference to Management Information Reporting. Full details of the agreed KPIs and SLAs will be agreed with the appointed Service Provider(s).

Feedback on the Service Provider's performance will be monitored and reviewed on a regular basis to ensure high standards are achieved.



## AS PER CLARIFICATION DATED 23.10.2018 E-LEARNING COSTS.

I can confirm that the price quoted for 1045 people is £26k for a completely bespoke and tailored e-learning course for the GLA.

Our basic off-the-shelf product is sold on a license basis of £7 per license but we only sell a minimum of £500 license. So, the cost amounts to £10,500 (£500 x 3 = 1,500 licenses).

The reason why there are no license costs is that we will create a bespoke e-learning course which the GLA can host on your Cloud environment, this eliminates the need for licenses as you can have as many employees take the course as you want. There are no hosting costs as

The additional features available under the cost of £13,000 are:

- Specific case scenarios
- Visuals layout
- Ensures course software is compatibility with GLA's software
- Interactions & navigations and implemented for colour blind/visually impaired people
- Text scripts and subtitles for audios and videos
- After we have created the course, certain features e.g. images/texts/logos of it can be changed update by the GLA

## PROJECT PLAN/TIMESCALES

| Activity | E-Learning | Manager Workshops | Team Workshops | 1:1 Sessions |
|---|---|---|---|---|
| **GLA** | 900 staff | 20 (270 managers) | 30 | 35 |
| **MOPAC** | 110 staff | 3 (40 managers) | 5 | 10 |
| **OPDC** | 35 staff | 2 (25 managers) (estimate) | 5 | 5 |
| **Total** | 1045 | 25 | 40 | 50 |

| Activity | Estimated Volumes |
|---|---|
| E-learning | On demand at desk session of no more than 60 minutes – 1045 people |
| Workshops | 7-10 days of workshops a year (14-20 half day sessions delivered back to back as one day sessions) |
| 1:1 coaching sessions | 9-12 days a year (6 x 1hour sessions per day) |

Indicative number of training days

| | 2018-19 | 2019-20 | 2020-21 |
|---|---|---|---|
| Manager Workshops | 12 | 14 | 15 |
| Team Workshops | 8 | 6 | 5 |
| 1:1 Coaching Sessions | 36 | | |

**SCHEDULE 5**

**SCHEDULE 5A - REQUEST FORM (IDENTIFIED SERVICE PROVIDER)**

**Framework Number:**
**Request Form Number:**

**To:**
**Address:**

**From:**
**Date:**

This is a Request Form for the provision of Services in accordance with the Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

You must complete and return your Proposal by [ ]. Please e-mail your Proposal, and send a paper copy to:

Name:
e- mail address:

Postal address:

Telephone:
Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding the Agreement should be directed to the Procurement Manager named in the Agreement.

Signed: _____
for and on behalf of the Authority

**Attachments**: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions for Call-Off

Draft Call-Off Contract

## SCHEDULE 5B - REQUEST FORM (MINI-COMPETITION)

**Framework Number:**
**Request Form Number:**

**To:**
**Address:**

**From:**
**Date:**

This is a Request Form for the provision of Services in accordance with the Agreement referenced above. This is an enquiry document only, constituting an invitation to treat and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority, the commercial model to be used and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

Your Proposal will be assessed against those submitted by other service providers as part of a Mini-Competition process. The Authority will award the relevant Call-Off Contract to the Service Provider with the Proposal that is the most economically advantageous with reference to the assessment criteria set out in Attachment 1.

You must complete and return your Proposal by [ ]. Please e-mail your Proposal, and send a paper copy to:

Name:
e- mail address:

Postal address:

Telephone:
Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding the Agreement should be directed to the Procurement Manager named in the Agreement.

Signed: _____

for and on behalf of the Authority

**Attachments**: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions for Call-Off

Draft Call-Off Contract

## Attachment 1

[To be completed by the Authority]

### 1. Services to be provided and associated information

*[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.*

*Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.*

*You should also define other requirements you wish the Service Provider to respond to such as:*

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 4);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.*]

## 2. Acceptance Criteria

[*If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure*]

## 3. Timetable

Commencement Date [*complete only if different from the date of the Call-Off Contract*]:
Call-Off Term:

## 4. The Authority Account Details

Relevant account code and cost centre:

## 5. The Authority's Call-Off Co-ordinator

Name:
Address:
Phone:
Fax:
Email:

## 6. Additional insurance (if any) to be held by Service Provider:

[*Delete as appropriate*]

a) Employer's liability insurance to be increased to £[X] million per incident;

b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;

c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and

d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

## 7. Assessment Criteria – FOR MINI COMPETITION ONLY – Delete if not applicable

[*Insert evaluation criteria*]