Request for Quotation

You are invited to quote for the following goods & services – National Guardian eLearning Package, subject to CQC Terms and Conditions.

Please return your response by email to commercialcontracts@cqc.org.uk, no later than noon on 29th November 12 noon

**Background**

The role of the National Guardian and the National Guardian’s Office (NGO) was established in April 2016 following key recommendations made in the Freedom To Speak Up review by Sir Robert Francis QC.

The National Guardian’s role is to:

* Establish, guide, support and lead a network of Freedom to Speak Up Guardians
* review the way that trusts have handled speaking up matters
* support, advise and challenge the system
* describe and disseminate good practice

The NGO is sponsored by CQC, NHS England Improvement, but is functionally independent.  All healthcare providers subject to the NHS standard contract including trusts, foundation trusts and independent providers of NHS care are required to appoint a Freedom to Speak Up Guardian and follow the NGO’s guidance on speaking up.  There are currently over 1100 Freedom to Speak Up guardians or individuals in a supporting role, who support thousands of workers to speak up, and challenge barriers to speaking up, on a daily basis.

**Specification**

The National Guardian’s Office (NGO) wishes to procure an e learning package that will address the initial foundation and ongoing training needs of an expanding group of Freedom to Speak Up Guardians in England. The aim is to provide an engaging and compelling, high impact, accessible training product that instils understanding about the Freedom to Speak Up agenda and the role of the Freedom to Speak Up Guardian in providing an alternative route to speaking up.

The NGO is currently supporting in excess of 1100 FTSUGs or those in a supporting role across England and across the health sector as a whole.  The package will replace the current foundation training which is a 1day face to face session and will enable training at scale and appeal to Guardians in a wide range of providers. The majority of Freedom to Speak Up Guardians currently are in NHS trusts and Foundation trusts and the new E-Learning will need to reflect the direction of travel towards a fully integrated approach across the patient pathway appealing to regulators, arms’ length bodies and other health sector non-provider organisations. It will also be available on the new NGO website.

The e-learning will be the main part of the training and will be followed up internally by the National Guardian team with an interactive face to face session in the form of an Action Learning Set or similar facilitative discussion. It is intended that the learning should be modular in nature and each element capable of standing alone, which it is hoped will also answer the need for Guardians to undertake annual refresher learning.

The e-learning should ensure that learners:

* understand more about the background and expectations of the role and its importance in working towards a culture where speaking up is business as usual
* Have a better understanding of speaking up and how best to support and respond to the people who come to them
* Have started to think about barriers to speaking up in their organisation and how to address these
* Have had the opportunity to reflect on their feelings about the role and next steps to take

The e-learning should deliver key messages about the following:

* What is Speaking Up?
* The importance of terminology including the differences between anonymity and confidentiality
* Roles of the NGO and Freedom to Speak Up Guardians – including emphasis on its reactive and proactive nature; and consideration of Guardian values (as described in the Guardian Job Description)
* The Guardian role in practice including consideration of the various barriers that exist to speaking up, listening well and taking action
* The importance of establishing systems and processes
* The importance of self-care, recognising that this can be challenging role and where to go/what should be expected from employers in term sof support.
* The importance of self-development including reference to the NGO Guardian Education and Training Guide (published on our website). Modules should also contain links to other helpful resources e.g. relevant TED talks.

It is also expected that leaners will work through case studies - perhaps looking at issues/scenarios from different angles – to reinforce learning.

We would want to work in close collaboration about the specific content and design of the e-learning but input and expertise will be sought and welcome from the successful supplier.

Yours sincerely

**Timescales/Milestones**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description**  | **TargDateet Date**  | **Action to Achieve**  | **Review Date**  |
| **Initial meeting to discuss overall objectives and agree detailed timeline**  | **w/c 2 December 2019**  |   |   |
| **Draft outline content**  | **w/c 9 December**  |   |   |
| **First draft of content** | **w/c 16 December**  |   |   |
| **Agreement of final content**  | **w/c 13 January 2020**  |   |   |
| **Signed-off package** | **w/c 20 January 3 December**  |   |   |
| **E-learning available**   | **From 1 February 2020**  |   |   |

The available budget for the eLearning package is £10,000 to £12,000 (inclusive of vat)

The contract will be awarded to the cheapest bid received.

Jacqueline Burn

Senior Commercial and contracts officer

Care Quality Commission

**YOUR COMPANY LETTERHEAD**CQC Quotation Request

Ref 000/dept Return Date --/--/--

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Please insert your reply here or attach your reply/price schedule to this page.

Prices to be exclusive of VAT,[and free of carriage]. [Any additional carriage charges to be clearly shown].

I/We the undersigned hereby offer to provide the goods and/or services described or referred to in this quotation documentation for the following costs, inclusive of value added tax.

The standard terms and conditions of the Care Quality Commission (“CQC”) will apply to all orders placed as a consequence of this process. For the avoidance of doubt, CQC's standard payment terms are thirty (30) days from receipt of valid and undisputed invoice. All costs are thereby quoted in pounds sterling and inclusive of V.A.T;

1. Prices will remain fixed and firm for……………………….(insert period)
2. Delivery period from receipt of order \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days
3. Additional Volume / Turnover discount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. State any other charges \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We hereby offer to supply the above mentioned goods and/or services on CQC’s Standard Conditions of Contract and confirm that we have read, understood and agree to be bound by the CQC’s Standard Terms and Conditions for all orders placed as a result of this quotation process

**DECLARATION**

I/We hereby offer to provide the services as specified in the Price Schedule in accordance with the CQC’s Conditions of Contract contained in this document.

|  |  |
| --- | --- |
| Signed by: |  |
| Name (Block Capitals): | [your name] |
| Designation: | [your job title] |
| For and on behalf of: | [your registered organisation name] |
| Tel No:  |  |
| E-mail address: |  |

Request for Quotation (RFQ)

Terms and Conditions of Contract

**1. DEFINITIONS**

1.1 **“Authority”** means Care Quality Commission (CQC).

1.2 **“Contract”** means the arrangement between the Authority and the Contractor, comprising the Purchase Order and these terms and conditions.

1.3 **“Contractor”** means the person, firm, partnership or company with whom the Authority enters into the Contract.

1.4 **“Data Protection Legislation”** means (i) the GDPR (General Data Protection Regulations), the LED (Law Enforcement Directive) and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act (DPA) 998 until repealed and the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;

1.5 **“Goods”** the goods (or any part of them) set out in the Purchase Order.

1.6 **“Party”** (and **“Parties”**) means a party to (and both parties to) the Contract.

1.7 **“Purchase Order”** means the Authority’s commercial document showing the agreed type, quantity and price of Goods and/or Service the Contractor will supply to the Authority.

1.8 **“Service”** means the service to be supplied as specified in the Purchase Order.

1.9 **“Staff”** means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and sub-contractors used in performing the Contract.

1.10 **“Statement of Requirements”** means the specification for the Goods and/or Service (including as to quantity, description and quality), and the data processing schedule and Contractor’s quote as specified in Schedule 1.

**2 CONTRACTOR OBLIGATIONS**

2.1 The Contractor shall co-operate with the Authority in all matters relating to the supply of the Goods and/or Service and comply with the Authority’s instructions. The Contractor shall promptly and efficiently provide the Goods and/or Service in accordance with:

2.1.1 the Contract;

2.1.2 the skill and care which would reasonably be expected from a person engaged in a similar type of work to providing the Goods or Service; and

2.1.3 all applicable laws (including health, safety and welfare at work legislation, the Equality Act 2010 and the Human Rights Act 1998).

2.2 In carrying out the Contract, the Contractor shall comply with all relevant provisions of the Data Protection Legislation and the Authority’s security policies and shall be liable for, and indemnify the Authority against, any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach by the Contractor, its sub-contractors, sub-processors staff, or agents of its obligations under this clause.

2.3 Where the Contractor is processing Personal Data for the Authority as a Processor (as defined in the Data Protection Legislation), the Contractor shall ensure that it complies with its obligations under Data Protection Legislation. The Contractor will only process Personal Data in accordance with the Authority’s instructions in the Data Processing Schedule in Schedule 1.

2.4 The Contractor shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Service supplied under it and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority’srepresentatives such access to those records as may be reasonably requested by the Authority in connection with the Contract.

**3 PAYMENT**

3.1 The Authority shall pay the Contractor on the amount stated on the Purchase Order, which shall be the full and exclusive remuneration of the Contractor.

3.2 The Authority shall pay the Contractor the price on the Purchase Order within

30 days from receipt of a valid and undisputed invoice/s provided that the Contractor has provided full and proper delivery of the Goods and/or Service, supported by full and accurate information and documentation to the satisfaction of the Authority.

**4 SUPPLY AND DELIVERY OF GOODS AND SERVICES**

4.1 The Contractor shall ensure that the Goods shall:

(a) correspond with their description in the Purchase Order and any other specification for the Goods agreed with the Authority as set out in Schedule 1; and

(b) be delivered on the date specified and to the location agreed with the Authority’s representative.

4.2 The Contractor shall meet any performance dates for the Services specified in the Purchase Order or notified to the Contractor by the Authority.

4.3 The Contractor shall ensure that the Services conform with all descriptions and specifications of the Service as agreed with the Authority and provide all equipment, tools and vehicles and such other items as are required to provide the Services.

4.4 The Contractor shall satisfy itself that Staff are suitable to provide the Goods and/or Service. The Contractor shall use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor can fulfil its obligations under the Contract.

**5 ASSIGNMENT AND SUB-CONTRACTING**

The Contractor shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract.

**6 INTELLECTUAL PROPERTY RIGHTS**

6.1 The Parties acknowledge that all intellectual property rights in any materials provided by the Authority to the Contractor for the purposes of this Contract shall remain the property of the Authority but the Authority hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Contractor to perform its obligations under the Contract.

6.2 All Intellectual Property Rights in any material or works that the Contractor produces to comply with its obligations under the Contract after its formation (including any guidance, specifications, instructions, plans, data, drawings, databases, models, designs or other material prepared by or for the Contractor to perform the Service) shall belong to the Authority. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Authority 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).

6.3 The Contractor hereby grants the Authority:

6.3.1 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 Contract and any intellectual property rights arising as a result of the provision of the Services; and

6.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

1. any intellectual property rights vested in or licensed to the Contractor on the date of the Contract; and
2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Contract 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 Authority reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.

6.4 The Contractor shall indemnify the Authority against all claims, demands, actions, costs, (including legal costs and disbursements on a solicitor and client basis), and losses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Right in connection with provision of the Goods and/or Service by the Contractor.

**7 STATUS OF CONTRACTOR**

The Contractor agrees that nothing in the Contract shall create a contract of employment, relationship of agency,partnership or joint venture between the Parties.

**8 REPUTATION AND PUBLIC SERVICE CONSIDERATIONS**

In providing the Goods and/or Service the Contractor shall pay regard to the standing and reputation of the Authority and shall not do (by act or omission) anything that may bring the standing or reputation of the Authority into disrepute, attract adverse publicity to the Authority or harm public confidence in the Authority.

**9 WARRANTIES**

9.1 The Contractor warrants and represents to the Authority that:

9.1.1 the Goods or any goods supplied by the Contractor pursuant to the delivery of the Service shall be of satisfactory quality, fit for their purpose and free from defects in design, material and workmanship;

9.1.2 the Contractor has full capacity and authority and all necessary licences, permits and consents to enter into and to perform the Contract;

9.1.3 the provision of the Goods and/or Service and the Authority’s use thereof, shall not infringe any third party intellectual property rights;

9.1.4 the Contractor will make all reasonable endeavours to ensure that any representations made to the Authority are true and accurate; and

9.1.5 there are no contractual obligations, claims, litigation, or proceedings against the Contractor which could materially affected its ability to perform its obligations under the Contract.

**10 INDEMNITY AND LIABILITY**

10.1 The aggregate liability of the Contractor in respect of all defaults, claims or loss, whether arising from breach of the Contract, the supply or failure to supply the Goods and/or Service, tort or otherwise shall in no event exceed 125% of the price in the Purchase Order. This clause shall not affect the Contractor’s liability under the indemnity or right to recovery in clauses 2.2 (data protection), 6.3 (Intellectual Property Rights) and 12.2 (fraud).

10.2 This clause 10 shall survive termination of the Contract.

**11 AUTHORITY REMEDIES**

If the Contractor fails to comply with the Contract, the Authority shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Contractor; and

(b) to recover from the Contractor any costs incurred by the Authority in obtaining substitute goods and/or services from a third party.

**12 FRAUD**

12.1 The Contractor shall safeguard the Authority's funding of the Service or purchase of the Goods against fraud and notify the Authority immediately if it suspects that any serious irregularity or fraud has occurred or is occurring.

12.2 If the Contractor or its Staff commits fraud in relation to the Contract the Authority may terminate the Contract immediately and recover from the Contractor any loss suffered by the Authority resulting from the termination.

**13 PREVENTION OF BRIBERY AND CORRUPTION**

The Contractor must comply with the Bribery Act 2010 and failure to do so will allow the Authority to terminate the Contract immediately in writing.

**14 CONFIDENTIALITY**

The Contractor shall take all necessary precautions to ensure that all confidential information obtained from the Authority under or in connection with the Contract is treated as confidential and not disclosed (without prior written approval) or used by it, its Staff or its professional advisors otherwise than for the purposes of the Contract.

**15 FREEDOM OF INFORMATION**

The Contractor acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations and shall assist and cooperate with the Authority (at the Contractor’s expense) to enable the Authority to comply with its information disclosure requirements.

**16 TERM**

The Contract shall take effect on the date specified on the Purchase Order and shall expire when the Contractor has supplied the Goods and/or Service to the Authority’s satisfaction and the Authority has paid all sums due to the Contractor.

**17 TERMINATION**

17.1 Where the Contractor supplies the Goods or Service over a period of more than one month, the Authority may terminate the Contract without cause by giving the Contractor 1 month written notice.

17.2 Upon termination or expiry of the Contract, the Contractor shall give all reasonable assistance to the Authority and any incoming contractor; and return all requested documents, information and data to the Authority as soon as reasonably practicable.

17.3 Termination or expiry of the Contract shall not affect the continuing rights of the Parties under this clause and clauses 2, 4, 6, 8, 10, 11, 13, 14, 15, 17, and clause 19.

**18 VARIATION**

The Contract cannot be varied except in writing by both Parties.

**19 DISPUTE RESOLUTION**

The Parties shall attempt in good faith to negotiate a settlement to any dispute arising out of or in connection with the Contract. Such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

**20 NOTICES**

Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, save for notice under clause 17.1, e-mail to the address of the relevant Party notified under this Contract.

**21 LAW AND JURISDICTION**

The formation, interpretation and operation of the Contract and any disputes arising under or in any way connected with its subject matter shall be subject to English law and the English courts.

Schedule 1 – Statement of Requirements [including where applicable Data Processing Schedule] and Quote