

**Children’s Commissioner for England**

**Invitation to Tender for Research**

Research into the impact of social media on the wellbeing and aspirations of children age 8-12

**September 2017**

About the Children’s Commissioner

The Children’s Commissioner is a national organisation led by Anne Longfield, OBE. The post of Children’s Commissioner for England was established by the Children Act 2004. The United Nations Convention on the Rights of the Child (UNCRC) underpins and frames all of our work.

The Children’s Commissioner has a duty to promote the views and interests of all children in England, in particular those whose voices are least likely to be heard, to the people who make decisions about their lives. She also has a duty to speak on behalf of all children in the UK on non-devolved issues which include immigration, for the whole of the UK, and youth justice, for England and Wales. One of the Children’s Commissioner’s key functions is encouraging organisations that provide services for children always to operate from the child’s perspective.

Under the Children Act 2004 the Children’s Commissioner is required both to publish what she finds from talking and listening to children and young people, and to draw national policymakers’ and agencies’ attention to the particular circumstances of a child or small group of children which should inform both policy and practice.

The Children’s Commissioner has a statutory duty to highlight where we believe vulnerable children are not being treated appropriately in accordance with duties established under international and domestic legislation.

**Our vision**

A society where children and young people’s rights are realised, where their views shape decisions made about their lives and they respect the rights of others.

**Our mission**

We will promote and protect the rights of children in England. We will do this by involving children and young people in our work and ensuring their voices are heard. We will use our statutory powers to undertake inquiries, and our position to engage, advise and influence those making decisions that affect children and young people.

# Glossary

## This invitation to tender document regulates the conduct of the Potential Provider and the Authority throughout the Procurement.

## Except for the words and expressions set out below, the capitalised words and expressions used in this invitation to tender shall have the following meanings given to them:

##  “Authority” means the Children’s Commissioner;

## “Contract” means the contract and schedules for the delivery of the services and as set out in Contract terms and conditions and contract schedules. Please visit the Children’s Commissioner website to view the standard contract terms and conditions referred in this document.

## “Contract Commencement Date” means the date upon which the successful Potential Provider begins to deliver the Services to the Authority;

 **“ITT”** means this Invitation to Tender document incorporating these terms and all related documents published by the Authority in relation to this Procurement;

**“Potential Provider(s)”** means any person or legal entity submitting a response to this ITT that will ultimately enter into the Contract with the Authority and therefore assumes liability for the performance of the Contract;

**“Procurement”** means the process used to establish the contract that facilitates the supply of the services to the Authority as described in this ITT;

**“Services”** means the services to be provided by the Supplier appointed to the Contract and as outlined in Schedule 1 of the Contract (Services);

**“Tender”** means the tender submitted by the potential provider to the Authority in response to this ITT; and

**"Response"** means a submission prepared by a Potential Provider in response to a qualification questionnaire or an invitation to tender (as the context requires).

1. **Introduction**

## Please read the information and instructions carefully before attempting to complete your Tender.

## To ensure all communications relating to this Procurement are received the Potential Provider must ensure that the point of contact it nominates is accurate at all times.

## This ITT which consists of this document comprises:

### information regarding the Procurement, including the timetable;

### details of the Services that the Potential Providers will be required to supply – Schedule 1 of the Contract (Services);

### instructions explaining how to submit questions and requests for clarification;

### instructions explaining how to complete and submit a Tender;

### details of the evaluation and assurance processes used by the Authority.

1. **Summary of Tender**

**Authority:** The Children’s Commissioner

**Description:**  Research into the impact of social media on the lives of young children

**Contract value:** The maximum total value of the Contract is £22,000 inclusive of VAT

**Closing date:** Friday 29th September 2017

**Management:** The commission will be overseen by Helen Powell, Head of Qualitative Research and Alice Miles, Director of Strategy

**Telephone number:** 020 7783 8262

**Email:** meadbh.dempsey@childrenscommissioner.gsi.gov.uk

**3.1 Overview**

The Children’s Commissioner’s Office (known throughout as the ‘Authority’) wishes to commission research which considers the impact that social media has on childrens’ wellbeing.

The work will take place between October and November 2017 with a report by 31 December 2017.

**3.2 Background to this study**

One third of current internet users are under the age of 18 yet we know that the world they occupy online can create as many challenges as it does opportunities. The evidence is often conflicting with social media reported to be at the root of tech addiction, as the cause of increased bullying and anxiety, decreased self-esteem and unrealistic social, professional and physical aspirations as developing minds are repeatedly exposed to carefully curated profiles and images. Yet other studies however point to the positive power of social media as an extension of friendship, as a creative outlet and as a point of access to information, support and services.

The Commissioner’s [Growing Up Digital](https://www.childrenscommissioner.gov.uk/publication/growing-up-digital/) report, published earlier this year, made considered recommendations towards fostering a more supportive digital environment for children and young people to grow up in. Building on this, the Commissioner is looking to develop a better understanding of the impact – both positive and negative – that social media has on children, particularly in pre teenage years.

Whilst most social media sites have an official age limit of 13 years, research is increasingly reporting the accessing and use of these sites by children under 13. While there has been some research into the relationship between social media and wellbeing, many of these studies have focused on the teenage population, with little focus on the younger age group.

The Office of the Children’s Commissioner is therefore looking for an organisation to assist in facilitating a series of focus groups with 8-12 year olds to explore the impact of social media use on their lives.

**3.3 Research Objectives**

The Commissioner is looking for an organisation to facilitate focus groups across England with children aged 8-12 years old.

The focus groups will form the basis of a report examining:

- The extent of their use of social media

- The children’s understanding of social media and its relation to the offline world

- How social media impacts on their aspirations – socially, physically and professionally

- How social media impacts on their well being, including self esteem and body image for girls and boys

- The perceived and actual role social media plays in friendships and family relationships

Whilst the Commissioner is proposing using focus groups to address the objectives of this research, we would welcome suggestion from bidders on other innovative forms of engagement with children.

**3.4 Research Ethics and Safeguarding**

As this research necessitates direct contact with children and young people, robust ethics procedures must be in place. Additionally, given that those participating in the focus groups will not be old enough to be users of most social networks, there will be some ethical considerations to take into account before commencing this research. Proposals submitted should consider the ethical implications of undertaking this work and the approaches required to ensure that the research is conducted within best practice ethical frameworks.

The Commissioner will therefore look to assess the ethical framework and guidelines which Potential Providers propose to use in light of the Authority’s [Safeguarding](https://www.childrenscommissioner.gov.uk/sites/default/files/publications/The%20Children%27s%20Commissioner%20Safeguarding%20%20Policy%20-%20June%202015.pdf) Policy, [Information Risk Management Policy](https://www.childrenscommissioner.gov.uk/sites/default/files/publications/Information%20Risk%20Management%20-%20April%202015.pdf), [Data Protection Policy](https://www.childrenscommissioner.gov.uk/sites/default/files/publications/Data%20Protection%20Policy%20%20April%202015.pdf) and [System Operating Procedures](https://www.childrenscommissioner.gov.uk/sites/default/files/publications/Security%20Operating%20Procedures%20Document%20Relating%20to%20evidential%20captures.pdf). Potential Providers are asked to reflect on the sensitivities involved in this work and how they propose to manage them. We expect colleagues working on our behalf, including those undertaking research and project work, to adhere to the principles in our policy statement as published on our [website](https://www.childrenscommissioner.gov.uk/sites/default/files/publications/The%20Children%27s%20Commissioner%20Safeguarding%20%20Policy%20-%20June%202015.pdf).

**3.7 Research Governance:**

* The commission will be overseen and managed by Alice Miles, Director of Strategy, OCC.
* Potential Providers should name a project manager who will have responsibility for the project as a whole.
* Potential Providers are asked to demonstrate their approach to research ethics, systems for project management, risk management and project governance within their Tenders.
* The starting expectations are that once the successful Provider has been appointed, the Authority shall expect a start-up schedule to be agreed within the first week, with weekly email updates to the Authority thereafter. Providers should also account for a maximum of two potential Advisory Group meetings during the project . However, the specific arrangement for ongoing monitoring and management of the projects and risks will depend on the propositions of the successful bidder and will be agreed at project initiation.

**3.5 Timeline**

The provisional timeline for the process is outlined below:

| DATE | ACTIVITY |
| --- | --- |
| Thursday 14th September 2017 | Publication of the ITT  |
| Wednesday 20th September 2017 | Deadline for submission of questions relating to this Procurement |
| Friday 29th September 2017 | Deadline for submission of ITT Responses to the Authority (“Tender Submission Deadline”)  |
| Thursday 5th October 2017 & Monday 9th October 2017 | Interviews for shortlisted organisations (possible, subject to tenders and issues arising) |
| Wednesday 11th October 2017 | Intention to award notification issued to successful and unsuccessful Potential Providers |
| Monday 16th October 2017  | Expected commencement date and date of inception meeting for the Contract |
| Mid November 2017 | Interim presentation to Children’s Commissioner |
| Beginning of December 2017 | Submission of interim report and initial presentations of findings.  |
| End December 2017 | Completion of final report |

**3.6 Contract Value and payment milestones**

The value of the Contract that is the subject of this Procurement has a maximum value of £22,000 **including all expenses and VAT**.

Payment milestones will be agreed with the successful contractor.

1. **Completing and submitting a tender**

The Authority would like to hear from you if you feel you are able to provide the Services detailed in the specifications. We reserve the right not to accept any Tenders or award any contracts as a result of this Tender exercise. The deadline for the submission of Tenders is **Friday 29th September 2017.**

**4.1 Tender requirements**

Tenderers are requested to include in their Tender submission the following information:

**4.1.1 Details of the organisation**

Information provided in this section is required for background and to enable the Authority to carry out an assessment of the Potential Providers’ economic and financial standing. Details provided here will be used by the Authority to issue any notices should your organisation be successful at this Procurement.

Background information on the organisation to include:

* the organisation’s full legal name & address;
* type of organisation;
* the management structure;
* the resource available locally, and in other offices;
* any specialist knowledge available to the firm;
* the organisation’s contact and email address;
* financial statement and solvency information (annual report); and
* a commitment to ensuring that supplier staff and managers involved in the project will be DBS checked (where relevant).

Copies of policies (or supporting statements) validating your organisations commitment to:

* child protection.
* risk management.
* business ethics.

**4.1.2 Delivery of services**

Potential Providers’ Tenders should include the following (see Annex 1 for required format of Tenders):

* Understanding of the project’s aims and objectives.
* Details of the proposed approach and methodology to be applied in the delivery of all parts of the specification, including recruitment, development of research tools and delivery of the focus groups.
* An outline project plan addressing the broad content to be delivered and milestones.
* An assessment of the principal risks associated with the project and a plan for dealing with them.
* A nominated project manager for the appointment who shall not be changed during the term of the appointment without the consent of the Authority.
* Details of the Potential Provider’s relevant experience in relation to all parts of the specification.

Where it is found that a Potential Provider has withheld information or misled the Authority at any stage of the process they will immediately be disqualified from the Procurement process.

**4.1.3 Value for money**

* Potential Providers are required to quantify their costing, submitting a breakdown of costs including a breakdown of staff time and costs to explain the final price calculation.
* Details of expenses which are chargeable in addition to fees, including mileage rates, rail fares etc. should be included.
* All Tenders must be structured according to the Form of Tender (Annex 1) showing the overall tender sum for the different parts of the specification.
* A failure to provide a price where one is required will result in the Tender being deemed non-compliant and shall be disqualified from further participation in this Procurement.

## 4.3 Completion and Return of Tender

* All Responses should be emailed to
* procurement.mailbox@childrenscommissioner.gsi.gov.uk
* All tenders should be sent as an e-mail attachment not exceeding 19Mb and submitted in PDF format. The main tender document should not exceed 30 pages, exclusive of attached policies.
* All Tenders must be received by the Authority, by the Tender Submission Deadline as set out in paragraph 4.1. The Authority reserves the right to revise the Tender Submission Deadline to a later date.
* Any submission received after the Tender Submission Deadline specified above will be disqualified. No exceptions will be made for any reason. However, the Authority may, at its own absolute discretion, extend the closing date and time for receipt of tenders specified above without request. Any such extension will apply to all Tenders.
	1. **Costs and Expenses**

All costs expenses and liabilities incurred by the Potential Providers in connection with preparation and submission of their Tender submissions will be borne by the Potential Providers.

The Potential Providers shall have no claim whatsoever against the Authority in respect of such costs save as expressly provided for in the Contract.

The Authority reserves the right:

* to amend, clarify, cancel, add to or withdraw all or any part of the procurement documentation or the Procurement at any time during the Procurement;
* to vary any timetable or deadlines set out in the procurement documentation; and
* not to conclude a Contract for some or all of the Services (as applicable) for which Responses are invited.
	1. **Tender Documents**

The following requirements must be adhered to when submitting Tenders.

* The Tender must be in English and drafted in accordance with the drafting guidance as set out in this ITT.
* Where documents are embedded within other documents Potential Providers must provide separate electronic copies of the embedded documents.
* Each Tender must be uniquely named or referenced.
* The Tender must be fully cross referenced with a full list of supporting material.
* Pages must be A4 in size and Potential Providers should use font size 12 double spaced.
* A Potential Provider may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Tenders cannot be modified by Potential Providers after the Tender Submission Deadline.
* A Potential Provider may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline
	1. **Tender Validity Period**
* A Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline.
* A Tender with a shorter validity period will be rejected
	1. **Clarifications and Questions regarding this Procurement**

Any queries in relation to the submission process should be made to:

Rachel.butterfill@childrenscommissioner.gsi.gov.uk

**By Wednesday 20th September**. Responses to all questions relating to this Procurement will be posted on Contract Finder and on the Authority’s website.

* Every Tender Response received by the Authority shall be deemed to have been made subject to the conditions of Tender as set out in this ITT. The Authority shall only consider the Tenders that are compliant with the terms of this ITT.

## The Procurement documentation and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to this Procurement exercise nor has it been independently verified. Neither the Authority nor its advisers, directors, officers, members, employees or other staff or agents:

### accept any liability or responsibility for the adequacy, accuracy or completeness of the Procurement documentation,

### make any representation or warranty, express or implied, with respect to the information the Procurement documentation contains nor shall any of them be liable for any loss of damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

## The Potential Provider should form its own conclusions and make its own independent assessment of the Contract requirements and should seek its own financial and legal advice about the methods and resources needed to meet the Authority’s requirements.

* The Potential Provider is responsible for obtaining all information required to prepare its Tender at its own expense.
* All potential providers must sign and date the Certificate of Conclusive Tendering (Annex 2) and include it within Section 6 of the tender (“Declarations, Undertakings and Attachments”). No part of the wording of this document may be changed. Unsigned or altered version of this certificate will invalidate a tender.
* The Authority will not enter into dialogue or negotiation with providers over our published contract Terms and Conditions. Please ensure to read our Terms and Conditions (Annex 3, also published on our website) thoroughly before submitting your tender and submit any questions to the Children’s Commissioner Planning Performance and Impact Manager.
	1. **Acceptance of a Successful Tender**

The Authority is not bound to accept the lowest-priced Tender. The selection criteria, and relative weighting, are as follows:

|  |  |  |
| --- | --- | --- |
| Evaluation Type  | Evaluation criteria  | Evaluation Weighting  |
| EXPERTISE (1) | Expertise in key areas related to the research including:* Qualitative research with children and young people
* Understanding of measuring use and implications of social media use by children and young people
* Knowledge of the key data sources and reviews relating to digital engagement and internet use by children and young people
 | 30 |
| EXPERTISE (2) | Proven experience in synthesising complex information and presenting analysis in a concise and clear report with clear conclusions | 20 |
| METHODOLOGY | * Clear understanding of the project aims and objectives. Evidence of a methodology that clearly addresses the research objectives and questions in a robust and ethical manner and which gives sufficient detail on the approach to reviewing the evidence and how findings will be presented.
 | 20 |
| CAPACITY, PROJECT MANAGEMENT and GOVERNANCE | * Statement of availability of appropriate team. Evidence that the project will use strong systems to ensure that it will be run to time and budget. Evidence of strong governance processes.
* Assurances that risks will be managed appropriately.
 | 20 |
| VALUE FOR MONEY | * Evidence that the Tender provides good value for money in relation to the depth of what will be covered, the robustness of the approach, the expertise that will be used and the resource that will be committed to the project.
 | 10 |
| **TOTAL** | **100** |

The successful Provider will be notified in writing and will be required to enter into a formal agreement with the Authority in the form of a Contract. All unsuccessful Tenders will be notified at contract award stage.

* 1. **Canvassing**

Any Potential Provider who directly or indirectly canvasses any member, official, officer, public sector employee or agent of the Authority concerning the award of the Contract for the provision of the Services, or who directly or indirectly obtains or attempts to obtain information from any member, official, officer, public sector employee or agent of the Authority concerning any other tender or proposed tender for the Services described herein, shall be disqualified from this Procurement.

* 1. **Confidentiality of Tender Information and Documentation**

### All information supplied by the Authority in connection with this Tender shall be regarded as confidential at all times, unless it is already in the public domain and the Potential Provider shall only use such information for the purposes of preparing a Response (or deciding whether to respond).

* The ITT and accompanying documentation and publications are and shall remain the property of the Authority and must be returned upon demand to the Authority. The Potential Providers grant the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within the Response for the purposes of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Authority’s business activities.

## A Potential Provider may disclose, distribute or pass any of the information supplied by the Authority to its advisers, agents, subcontractors, consortium members or to another person provided that:

### it is done for the sole purpose of enabling it to submit a Response and the person receiving the information undertakes to keep the information confidential on the same terms imposed by this ITT; or

### it obtains the Authority’s prior written consent in relation to such disclosure, distribution or passing of information; or

### the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Procurement; or

### the Potential Provider is legally required to make such a disclosure.

* 1. **Collusion**

Any Potential Provider who:

* Fixes or adjusts the amount of his Tender by or in accordance with any agreement with any party, OR
* Communicates to any other party (other than the Authority) the approximate amount of the proposed value, price or rates set out in the Response Tender, (except where disclosure is made confidentiality and is deemed necessary to obtain quotations for insurance and contract guarantee bond valuation), OR
* Enters into an agreement or arrangement with any other party that they will refrain from tendering or as to the amount of any tender submitted, OR
* Offers or agrees to pay, give, or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, causing or having caused to be done in relation to any other tender or proposed Tender for the Service any act or omission,

SHALL (without prejudice to any civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Potential Provider may attract) be disqualified from further participation in the Procurement.

* 1. **Recycled Paper**

We seek proposals from organisations that use paper from sustainable sources such as the FSC credited paper stock.

* 1. **Law and Jurisdiction**

## Any dispute (including non-contractual disputes or claims) relating to this Procurement shall be governed by and construed in accordance with the laws of England and Wales.

## The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

Annex 1: Form of Tender

Potential Providers should present their proposals in the following format in a document not exceeding 30 pages, excluding annexes/attachments.

**Section 1 Table of Contents**

**Section 2 Executive Summary**

**Section 3 Meeting the Specification**

* **Understanding of aims and objectives**
* **Proposed methodology (including ethics)**
* **Project management and governance**
* **Risk assessment**

**Section 4 Cost and Charging Arrangements and Value for Money**

**Section 5 Expertise, Experience, References** **and Availability**

* **Bidding organisation**
* **Individual project manager**

**Section 6 Declarations, Undertakings and Attachments**

Annex 2: Certificate of Conclusive Tendering

**DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER**

The words and expressions set out in this Certificate of Conclusive Tendering have the meanings given to them in the Invitation to Tender.

**Declarations**:

1 ...............................................…………………………….
(Name of Potential Provider)

2. declare that we have not communicated to any other party the amount or approximate amount of the Tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this Tender. The Tender price has not been fixed nor adjusted in collusion with any third party, and

3 declare that the tender will remain valid 120 days following the Tender Submission Deadline and that we are not entitled to claim from the Authority any costs or expenses incurred in preparing the Tender or subsequent negotiations whether or not the Tender is successful.

# 4 declare to provide the Services as specified in the Contract Schedule 1 (Services) in accordance with the terms and conditions of the Contract.

# 5 declare to accept unreservedly the terms and conditional of the Contract, as published at the Authority’s website, without caveats or limitations and execute the Contract (to incorporate relevant aspects of the Tender such as your prices) within 5 calendar days of being called upon to do so by the Authority.

# 6 warrant that all the information contained in the Response to the ITT is accurate and true and you undertake to notify the Authority of any changes as soon as practicable.

7 warrant that you have all the requisite corporate authority to sign this Tender and this Certificate of Conclusive Tendering.

signed on behalf of the Potential Provider on date

.................................................................. …………………………….

**Undertaking**

The Authority requires all Potential Providers to make full and frank disclosure to the Authority in the form of a signed undertaking in respect of any or all of the following:

a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;

b) any convictions for a criminal offence committed by the Potential Provider (or being a company, by its officers or any representative of the company);

c) any acts of grave misconduct committed by the Potential Provider (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;

d) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and

e) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

Annex 3: Standard Terms and Condition;

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**Appendix A**

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| --- |
| **Tenderer’s Commercially Sensitive Information Form** ITT Ref No:  |
| Description of Tenderer’s Commercially Sensitive Information:  |
| Cross Reference(s) to location of sensitive information in Tender:  |
| Explanation of Sensitivity:  |
| Details of potential harm resulting from disclosure:  |
| Date of applicability - Period of Confidence (if applicable):  |
| Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:  |