

Invitation to tender

to develop an evaluation framework for and logic model measuring the impact of Wales Arts International's work against the goals of the Well-being of Future Generations (Wales) Act 2015

Background

Wales Arts International is the international agency of the Arts Council of Wales.

We provide advice and support to artists and arts organisations from Wales who work internationally. We are a contact point for international artists organisations and agencies working in or connecting with Wales.

Our purpose is to:

- ensure artists in Wales engage internationally;
- help develop and enrich artistic practice, careers and ambition;
- grow new international opportunities for the arts and culture of Wales;
- invest in artistic collaborations that inspire and connect people in diverse communities in Wales.

The Context

The [Well-being of Future Generation \(Wales\) Act 2015](#) is a landmark piece of legislation. It aims to improve the economic, social, environmental and cultural well-being of Wales by taking action, in accordance with the sustainable development principle. All 44 public bodies in Wales – including the Arts Council – have a statutory duty to embark on this journey of change, and to embed sustainable development into their organisations. We are proud to support Wales' pioneering approach to sustainable development in placing culture at its heart as the fourth pillar along with environmental, economic and social sustainability.

As the development agency for the Arts in Wales, Arts Council of Wales and its international agency Wales Arts International have a fundamental and significant role in the realisation of the seven well-being goals.

The work of Wales Arts International is driven by our [International Strategy](#) for the Arts Council of Wales, which in turn answers to Arts Council of Wales' Corporate Plan '[For the Benefit of All](#)'. These two strategies lay out our strategic priorities which will contribute to the well-being goals of the Well-being of Future Generations Act.

Wales Arts International also works closely with Welsh Government on a range of programmes to assist in the delivery of [Welsh Government's International Strategy](#).

The Brief

Against the backdrop of Covid-19, Brexit, the Black Lives Matter and We Shall Not Be Removed movements and the Climate Emergency, Wales Arts International, the international agency of Arts Council of Wales, is re-setting the dial of our international work. This links to work and discussions taking place around re-setting the dial at Arts Council of Wales and within the cultural sector internationally. It is more important than ever that we can show how our public investment, our relationships, partnership work and the carbon footprint generated by our activity lead to outcomes which are of value to citizens of Wales and the world. We need to be able to measure the impact of these outcomes in relation to the well-being agenda and to measure our contribution towards a well-being economy and culture.

Wales Arts International wishes to commission the research and development of:

- a practical evaluation framework for measuring the impact of Wales Arts International's programmes and investment against the goals of the Well-being of Future Generations (Wales) Act 2015, including setting KPI baseline
- a logic model to guide Wales Arts International's decision-making processes moving forwards, including work with the team to ensure the model is embedded as a working practice
- a framework to help us develop options for a larger scale, more long-term research approach and which could be used and adapted for other areas of activity, including potentially measuring and evaluating the impact of international cultural activity in Wales against the goals of the Well-being of Future Generations (Wales) Act 2015

We welcome the use of decolonised, democratic and creative research methodologies and practices and, as part of the approach, a willingness to engage diverse representation within the arts sector in Wales.

The logic model and evaluation framework need to meet the following requirements:

- Take into consideration internal and external evaluations, action plans and reports relevant to our work including the Cultural Contract report by the Wales Culture Alliance, [Widening Engagement research reports](#), Arts Council of Wales Welsh Language Action Plan and [Welsh Government's International Action Plans](#)

[We are currently considering the content of the 3 Widening Engagement Reports and how we may progress any or all of the recommendations raised. Meanwhile we have published the reports in their entirety for information.]

- Take into consideration but do not duplicate the [Future Generations Framework for Scrutiny](#) and Arts Council of Wales' Combined Impact Assessment framework
- Enable Wales Arts International to evaluate across our different international programme and project activities and investments, and ultimately to report our progress against the seven well-being goals of the Well-being of Future Generations Act
- Are practical and potentially transferable to individuals and organisations in the sector, and to other areas within the arts and beyond
- Take into consideration and draw upon relevant models within the UK and internationally
- Will inform Wales Arts International's strategic planning and grant making processes
- Work in tandem with Arts Council of Wales's new Customer Relationship Management system (the system that captures data and information about our investment and funding)

We envisage the project will begin in January 2022 and be completed as soon practicable by June 2022. Please provide a detailed timetable with your submission.

Criteria

Successful bids will provide practical evidence of the following:

- An effective methodology
- Experience of developing similar frameworks and models which may include developing and testing alternative methodologies and approaches
- An understanding of the Arts Council of Wales and Wales Arts International's priorities and what we're trying to achieve
- An understanding of the current context and on-going conversations within the arts sector relation to well-being, cultural democracy, climate responsibility, Welsh language and equalities
- An understanding of the Well-being of Future Generations (Wales) Act 2015 and of the UN Global Goals (Sustainable Development Goals)
- The capacity to begin the work quickly
- A track-record of delivering work to time and to budget
- Value for money

Decisions to award the work will be made by Wales Arts International and Arts Council Officers and will be based upon an assessment of fit with the requirements of this published brief.

Budget

Wales Arts International can provide a maximum amount of £20,000 (including VAT) to support this work.

There will be a fixed term contract for this work. Your proposed budget should include VAT (where appropriate) as well as travelling and other expenses directly incurred as a result of this project.

Submitting your proposal

We welcome submissions through the medium of Welsh, English or bi-lingually - there will be no differential treatment to bids received in either language.

Please submit your proposal through the Sell 2 Wales portal midday 3 December 2021 for receipt of Tenders (the “Deadline”). The portal will require Potential Providers to register their interest beforehand in order to access the Brief and any subsequent updates.

Tenders must not be sent by any other means and will not be accepted if sent in any other manner.

You should detail the following within your proposal:

- Proposed approach to undertaking the project
- How you meet the criteria noted in the Criteria section above, demonstrating your previous relevant experience, knowledge and skills
- A breakdown of costs outlining daily rates, proposed number of days and details of any additional team members.
- Timescale for the project, including completion date

Potential Providers may seek clarification on any of the points contained in the Tender documents at any time prior to the deadline for clarification questions. When submitting the Tender please ensure that all associated documentation is properly completed and provided with the Tender.

Sell2Wales will reject any tender if it is received beyond the Deadline for whatever reason. Therefore, it is the Potential Providers’ responsibility to ensure that the Deadline cut off point is not breached. The Deadline is the time when the Tender submission is received in its entirety by Sell2Wales.

We will not open any Tenders until after the Deadline has expired; therefore there is no penalty for returning a Tender early. However, we recommend that the Potential Provider does not submit their Tender prior to the deadline for clarification messages, as important information which could affect their submission could be communicated up to that point.

Additional information which has not been asked for in the Invitation to Tender will not be taken into account.

Deadline

The deadline for receipt of submissions is **midday 3 December 2021**

It is the responsibility of Bidders to ensure that their quotation is received no later than the appointed time.

Please note any late or incomplete submissions will not be considered.

Timetable

Tender advertised on Sell 2 Wales	11 November 2021
Deadline for questions through Sell 2 Wales	30 November 2021
Tender Responses back	3 December 2021
Evaluation	Week commencing 6 December November 2021
Potential Provider interviews	13 December 2021
Anticipated Award	5 January 2022
Contract end	30 June 2022

Queries and Requests for Clarification relating to the Tender

We will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

Clarification requests can **ONLY** be submitted via the Sell2Wales portal and up until midday 30 November 2021.

In order to ensure equality of treatment of Potential Providers, we intend to publish the questions and clarifications raised by Potential Providers together with our responses (but not the source of the questions) through the Sell2Wales portal. The portal will alert Potential Providers of any updates.

Clarification messages will be sent via the Sell2Wales portal.

Evaluation

The Tender process is conducted to ensure that Tenders are evaluated in an open and transparent manner. Decisions to award the contract will be made by Arts Council of Wales and will be based upon an assessment of 'fit' with the requirements of this published brief.

We are not bound to accept the lowest or any quotation and shall not be bound to accept the Contractor as a sole supplier.

We will assess the Potential provider's responses to each of the above criteria (Section 4) and evaluate as follows:

Score	Criteria to Award Score
4	The Potential Provider's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements. The response also demonstrates how relevant added value will be provided.
3	The Potential Provider's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements.
2	The Potential Provider's response enables the evaluator to have an understanding of how the requirement will be met. The evaluator can identify sufficient evidence that the response given will deliver most of the stated requirements. The response may have either raised a concern, several small issues, or is inconsistent in some aspects.
1	The Potential Provider's response <u>does not</u> enable the evaluator to have an understanding of how the requirement will be met. The evaluator <u>cannot</u> clearly identify that the response given will deliver most of the stated requirements due to insufficient evidence and/ or the Potential Provider only demonstrating a limited understanding.
0	The evaluator believes that the Potential Provider has failed to either answer the question or provide a relevant response.

Using the above definitions, the Potential Provider's response to each criterion will be evaluated and scored in accordance with the appropriate weighting as per the following:

	Criteria	Scoring	Weighting
1.	An effective methodology	20=Excellent 15=Good 10=Average 5=Poor 0=Very Poor	X4
2.	Experience of developing similar frameworks and models which may include developing and testing alternative methodologies and approaches	20=Excellent 15=Good 10=Average 5=Poor 0=Very Poor	X4
3.	An understanding of the current context and on-going conversations within the arts sector in relation to well-being, cultural democracy, climate responsibility, Welsh language and equalities	20=Excellent 15=Good 10=Average 5=Poor 0=Very Poor	X4
4.	An understanding of the Well-being of Future Generations Act (Wales) 2015 and of the UN Global Goals (Sustainable Development)	20=Excellent 15=Good 10=Average 5=Poor 0=Very Poor	X4

5.	An understanding of the Arts Council of Wales and Wales Arts International's priorities and what we're trying to achieve	12=Excellent 9=Good 6=Average 3=Poor 0=Very Poor	X3
6.	The capacity to begin the work quickly	4=Excellent 3=Good 2=Average 1=Poor 0=Very Poor	No weighting
7.	A track-record of delivering work to time and to budget	4=Excellent 3=Good 2=Average 1=Poor 0=Very Poor	No weighting
8.	Value for money	4=Excellent 3=Good 2=Average 1=Poor 0=Very Poor	No weighting
Total Maximum Score		104	

The total marks available in the above table includes any applied weighting, as appropriate.

Potential Providers must be explicit and comprehensive in keeping the information provided specific to and located within their response to each specified criterion as this will be the single source of information on which responses will be scored and ranked.

We reserve the right not to award the Contract to the lowest price Tender or any Tender, reserving also the right to accept the same in whole or in part.

Interviews

We anticipate appointing our preferred Provider(s) based on assessment of proposals as outlined above and through an interview. We will invite up to five Potential Providers who score highest to an interview.

Times and dates for individual interview slots shall be advised as soon as possible after the tender return date of 3 December 2021 and are scheduled for **13 December 2021**. Interviews will be online and last for no longer than 1 hour.

Potential Providers should note that no more than three people shall be able to attend the interviews, Potential Providers attendees must include the contract manager who will be responsible for the contract together with relevant members of staff who shall be working on the contract.

No new criteria or weightings will be introduced at the interview stage. Moreover, no separate marks are 'reserved' for award at interview stage. Instead, the evaluation panel will use the interview responses as a basis on which to 'moderate', up or down, the scores originally awarded for responses to each of the criteria when the tenders were evaluated.

The interview will cover the following:

Item	Time allocated
Presentation on the proposal	30 minutes
Questions from the Evaluation Panel	30 minutes

Contract Details

The contract is due to commence on 5 January 2022 and finish by 30 June 2022.

Your proposed budget should include VAT (where appropriate) as well as travelling and other expenses directly incurred as a result of this project.

Your quote shall be in accordance with Arts Council of Wales Instructions to Potential Providers (Appendix 1) and the requirements outlined within this Invitation to tender

Payments will be scheduled as follows:

- 20% on award of contract
- 40% mid point
- 40% upon satisfactory completion of contract

Payments will be made within 30 days from receipt of an undisputed invoice. Payment is by BACS.

Arts Council of Wales is committed to minimising the effect of its day to day operations on the environment and all our suppliers are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment where possible.

Subcontracting Arrangements

The Potential Provider shall not without written permission of Arts Council of Wales assign this agreement and shall not without the written consent of Arts Council of Wales (which consent shall be subject to such conditions as Arts Council of Wales may think fit to impose) sub contract any portion of the work, without prior agreement.

Handover at End of Contract

At the end of the contract, the final payment will only be made following the satisfactory closure or hand-over of all outstanding issues, including the transfer of all information, records and data etc. The output from this commission will be the property of the Arts Council of Wales to utilise and distribute accordingly.

Appendix 1 Instructions to Potential Providers

1 GENERAL INSTRUCTIONS

- 1.1 These instructions are designed to ensure that all Potential Providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 1.2 Potential Providers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender. Potential Providers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations.
- 1.3 All material issued in connection with this ITT shall remain the property of Arts Council of Wales and shall be used only for the purpose of this procurement exercise.
- 1.4 The Potential Provider shall not make (direct or indirect) contact with any employee, agent or consultant of Arts Council of Wales who are in any way connected with this procurement exercise, unless instructed otherwise by Arts Council of Wales.
- 1.5 Potential Providers shall accept and acknowledge that by issuing this ITT Arts Council of Wales shall not be bound to accept any Tender and reserves the right not to conclude a contract for some or all of the services for which Tenders are invited.
- 1.6 Where Potential Providers are required to submit an attached document in response to a question, attachments must be submitted in an acceptable format to Arts Council of Wales. Acceptable formats include
 - MS Word,
 - MS Excel,
 - MS PowerPoint,
 - JPEGs

- PDF

Potential Providers who wish to submit an attachment in an alternative format should first check with Arts Council of Wales that it will be accepted. Arts Council of Wales reserves the right to deem a response incomplete if a Potential Provider does not submit an attachment in the above named formats without Arts Council of Wales's prior approval.

- 1.7 Arts Council of Wales reserves the right to amend, add to or withdraw all or any Section of this ITT at any time during the procurement exercise.
- 1.8 All responses to this ITT can be submitted in Welsh, English or bilingually

2 CONFIDENTIALITY

2.1 Subject to the exceptions referred to in Instruction 2.2, the contents of this ITT are being made available by Arts Council of Wales on condition that Potential Providers shall:

2.1.1 at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;

2.1.2 not disclose, copy, reproduce, distribute or pass any of the

Information to any other person at any time or allow any of these things to happen;

2.1.3 not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

2.1.4 not undertake any publicity activity within any section of the media.

2.2 Potential Providers may disclose, distribute or pass any of the Information to the Potential Provider's advisers, sub-contractors or to another person provided that either:

2.2.1 this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the

Information confidential on the same terms as if that person were the Potential Provider; or

- 2.2.2 the Potential Provider obtains the prior written consent of Arts Council of Wales in relation to such disclosure, distribution or passing of Information; or
 - 2.2.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or
 - 2.2.4 the Potential Provider is legally required to make such a disclosure.
- 2.3 With regards to Instructions 2.1 and 2.2 above the definition of 'person' includes but is not limited to any person, individual, firm, organisation, body or association, corporate or incorporate.

3. DATA PROTECTION AND FREEDOM OF INFORMATION

- 3.1 Due regard must be paid to the confidentiality requirements of the contract and to the Data Protection Act 2018 and the UK General Data Protection Regulation ("GDPR").
- 3.1.1 The Contractor will ensure all processing of personal data, relating to this contract, from inception to completion, is in accordance with the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation ("GDPR").
 - 3.1.2 The Contractor may process Personal Data and/or Sensitive Personal Data from time to time in the course of performing its obligations under this Contract. The Contractor shall not process such Personal Data and/or Sensitive Personal Data (as defined by the GDPR) other than in accordance with this contract, which may be amended from time to time, by mutual agreement. The Contractor shall only be entitled to process Personal Data during the Contract Period, or until termination, whichever is earlier.
 - 3.1.3 The Contractor shall not perform their obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation
 - 3.1.4 The Contractor at all times will ensure that the undertaking of confidentiality given to survey subjects is adhered to and

that no data are released that could be related to an identifiable individual, without the individual's permission. It must be made clear to participants in their information leaflets and letters, that the only people who will have access to the data will be key members of both the Contractor and the commissioning organisations.

3.1.5 The Contractor will be responsible for ensuring that any data deposited does not compromise respondent confidentiality.

3.1.6 The successful contractor will be expected to store completed forms securely in a manner, and for the period of the contract only.

3.2 The Potential Provider will demonstrate understanding and commitment to Diversity and Equality.

3.3 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FOIA'), Arts Council of Wales may be required to disclose information submitted by the Potential Provider to Arts Council of Wales.

3.4 Arts Council of Wales will endeavour to maintain confidentiality. Potential Providers should note, however, that, even where information is identified as commercially sensitive, Arts Council of Wales may be required to disclose such information in accordance with the FOIA

3.5 Arts Council of Wales is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA and whether the public interest favours disclosure or not. Accordingly, Arts Council of Wales cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.