

Invitation to Tender

Website Design and Development

“Cultural Cwtch” - a website hosting a bespoke suite of online arts resources to support the wellbeing of NHS and Social Care staff

1. Background

This Invitation to Tender is issued by the Arts Council of Wales.

The Arts Council of Wales is an independent charity (number 1034245), established by Royal Charter in 1994, and a Welsh Government sponsored body. Our trustees are the members appointed by the Welsh Government. We are the arts funding and development organisation for Wales. We distribute funding from government and the National Lottery, and raise additional money from a variety of public and private sector sources.

2. The Context

Background

Interest in the health and wellbeing benefits of the arts has soared in recent years. Fuelled by a growing recognition of the evidence, the Healthcare sector and Welsh Government - as well as the wider public - are increasingly acknowledging the potential of the arts to help prevent illness, maintain people’s wellbeing and aid recovery. In response to this growing demand, and following on from our own Mapping Report, Arts & Health has become an important priority for the Arts Council of Wales.

Underpinned by strong partnerships, we have built up an extensive programme of Arts & Health work which includes:

- A Memorandum of Understanding with the Welsh NHS Confederation now in its fourth year;
- Funding support for all Health Boards in Wales to engage an Arts & Health Coordinator;
- Acting as the secretariat for Senedd Cymru's Cross-party Group on Arts & Health;
- Investing in training and the Wales Arts Health & Wellbeing Network (WAHWN);
- Backing innovation through our partnership with Y Lab and the HARP Programme;
- A joint programme of work – Celf ar y Cyd – with Amgueddfa Cymru to share and exhibit work from our national collections within the Covid field hospitals;
- The cARTrefu Programme - with AGE Cymru and the Baring Foundation - supporting Artists in Residence within care homes in Wales.

The pandemic has injected our Arts & Health work with a renewed sense of urgency and purpose around supporting people's mental health and wellbeing. It has also revealed the **very significant challenges frontline healthcare staff are facing over a prolonged period and the impact this is having on their own health and wellbeing.**

This project

In response, Arts Council Wales is planning to create a bespoke suite of online arts resources to support our Healthcare workforce.

The audience will **be NHS and Social Care staff across Wales.** We want our online resources to be dynamic, engaging and fun, offering a wide range of opportunities for staff to actively try out new creative activities, share their creative work, connect with others and find enjoyment, distraction, release and relaxation in high-quality arts content. The platform will be bilingual.

We are looking to appoint a technical partner to work with us to design and build and develop a user-friendly and accessible website to bring these resources together in one place.

It's envisaged that the website will include spaces for NHS staff to take part in arts workshops led by professional artists as well as access curated, 'on-demand' arts content, and byese able to post their own creative work in a

shared gallery and community space. It's anticipated that the website will be developed iteratively in response to user feedback. These are ideas but we are open to how this is realised.

The period of this contract will cover the first phase – which will extend to September 2021 – will focus on developing, testing and launching the portal.

An experienced project manager will be contracted separately to work closely with us at the Arts Council and the appointed technical partner to drive forward and oversee the successful development and launch of the first phase of the project. The project manager will be responsible for identifying and curating relevant digital arts content, commissioning new content and developing a longer-term plan for this project.

3. The Brief

The technical partner will report to the appointed project manager and work closely with the Arts Council of Wales' Portfolio Manager for Arts and Health to realise the first phase of the project to develop, test and launch the website. This includes:

- Working with us (and a user group) to create the wireframe to inform the design and development of a website that:
 - Is bilingual – Welsh and English
 - Hosts a range of content (managed by our project manager)
 - Has a recognisable visual identity (working with our brand identity, in development)
 - Is as accessible as possible to all NHS and Social Care workforce through their most used browsers and is mobile optimised
 - Considers user access needs and is built to agreed requirements
 - Delivers quality UX and UI for our users
 - Uses a Content Management System that enables the team to easily upload content and custom updates by the team, and is future proofed for easy future development

- Is built on an open platform that will allow for future and iterative development without the need for complex technical build and extensive budget
- Deliver a live website and support further developments during the contract period

4. Criteria

Successful bids will provide practical evidence of the following:

- Strong track record of developing similar projects from conception to delivery
- A good track record of user centred design
- Strong track record of delivering similar projects to time and to budget
- The capacity to begin the work quickly and to work intensively to meet deadlines
- Represents good value for money.

5. Budget

The value of this freelance contract is up to a maximum of £35,000 (plus VAT if applicable).

The contract will run from 31 March 2021 until 30 September 2021.

6. 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 by email to nicola.morgan@arts.wales no later than **midday 18 March 2021** for receipt of Tenders (the “Deadline”).

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:

- A response to the Specifications of Requirements setting out how you would propose to work with Arts Council of Wales and partners to carry out the work specified.
- Outline of your previous relevant experience, knowledge and skills, including any examples of previous work, against the Criteria noted in section 4.
- A completed Pricing Schedule, including a breakdown of costs outlining daily rates, proposed number of days and details of any additional team members.

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.

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.

7. Deadline

The deadline for receipt of submissions is **midday 18 March 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.

8. Timetable

Tender advertised on Sell 2Wales	1 March 2021
Tender Responses back	18 March 2021
Evaluation	19 March 2021
Interviews	25/26 March 2021
Anticipated Award	31 March 2021
Contract end	30 September 2021

9. 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 16 March 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.

10. 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.	Strong track record of developing similar projects from conception to delivery	20=Excellent 15=Good 10=Average 5=Poor 0=Very Poor	X5
2.	Strong track record of delivering similar projects to time and to budget	12=Excellent 9=Good 6=Average 3=Poor 0=Very Poor	X3
3.	A good track record of user centred design	12=Excellent 9=Good 6=Average 3=Poor 0=Very Poor	X3
4.	The capacity to begin the work quickly and to work intensively to meet deadlines	4=Excellent 3=Good 2=Average 1=Poor 0=Very Poor	No weighting

5.	Represents good value for money	4=Excellent 3=Good 2=Average 1=Poor 0=Very Poor	No weighting
	Total Maximum Score	52	

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.

13. Interviews

We anticipate appointing our preferred Provider(s) based on our assessment of proposals as outlined above. However, we shall reserve the right to invite up to five Potential Providers who score highest to an interview, should we feel interviews are required for this process.

The purpose of the interview, if required, will be to reassure Arts Council of Wales that the Potential Provider fully understands Arts Council of Wales's requirements, and that a strong and co-operative working relationship with the supplier would be likely to develop.

If interviews are held, times and dates for individual interview slots shall be advised as soon as possible after the tender return date of 18 March 2021 and will be scheduled on 25 and 26 March 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.

On the interview day, Potential Providers are asked to present as follows:

Item	Time allocated
Overview of the Systems and Services to be provided.	25 minutes
Questions from the Evaluation Panel	25 minutes

14.Contract Details

There will be a fixed term contract for this work.

The contract is due to commence on 31 March 2021 for a maximum period of 6 months and all pricing shall be fixed for that period.

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.

15. 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) subcontract any portion of the work, without prior agreement.

16. 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.

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 General Data Protection Regulation 2016/679/EU ("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 General Data Protection Regulation 2016/679/EU ("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