



Llywodraeth Cymru
Welsh Government

SPECIFICATION FOR BSL awareness resources

CONTRACT Ref:

Please refer to the Welsh Government Procurement Privacy Notice at:

<https://gov.wales/welsh-government-procurement-privacy-notice>

to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

1. Instructions to Bidders

This Invitation to Quote Document (ITQ) has been prepared on behalf of the Welsh Ministers, herein after referred to as 'the Client', in order to establish a contract for producing BSL awareness resources.

The successful bidder must agree to the Terms and Conditions for providing services as well as the contract specific terms detailed within this document.

Quotes may be received in Welsh and English. Any quote submitted in Welsh will not be treated less favourably than a quote submitted in English. All subsequent correspondence / communications will be conducted in keeping with the language of the submitted quote.

Submissions will be evaluated and scored against the criteria in Section 10 and Annex 1 of this document. The Client may contact Bidders if necessary to clarify submissions throughout the quotation process.

Only one quote will be accepted from each Bidder. Multiple variants will not be accepted.

In so far as it is compatible with any relevant laws, the Client reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the contract or to reject any or all Quotes. In no circumstances will the Client incur any liability in respect of the foregoing.

Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

Each Bidder shall be solely responsible for all the costs it incurs in the preparation and submission of its Bid up to and including the award of any contract by the Client. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. The Client shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process, and in this respect, the Bidder shall have no recourse to the Client.

Except for manifest error or as may otherwise be expressly agreed by both the Client and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by the Client for a period of one hundred and eighty days (180) days. Therefore, Bidders are cautioned to verify their proposals before submission to the Client. The Client reserves the right, at their absolute discretion not to accept any Bid submitted in response to this ITT.

Prior to submitting its Bid, the Bidder is responsible for ensuring that all proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this procurement.

Bidders should follow the instructions contained within this document when preparing their quote.

The Client requires adherence to all instructions and conditions within this ITQ from each of the Bidders and the participation in the tender process by each bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.

Bidder responses to questions in the ITQ Bidders Response Questionnaire attached at Annex 1 must comply with the word count where specified. **Please note that information provided outside of the scope of the word count will be disregarded.**

Bidders should respond as follows:

Complete the ITQ Response Questionnaire:

Before completing the ITQ Response Questionnaire, please note the instructions and word count limits. The Template must be completed and returned.

Complete the ITQ Commercial Response/ Price Schedule:

Before completing the Commercial Response, please note the instructions. The Template must be completed and returned.

Prices must be stated in Sterling (GBP) and be **exclusive of VAT.**

Unless required specifically to do so, Bidders are not required to submit any other information. Please note that additional information that was not requested will be disregarded.

To constitute a bona fide Quote Response, it is essential that all information requested is duly completed and returned. Any details not provided, fully completed or not returned, may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Quote Response being rejected at the absolute discretion of the Client.

If any of the information supplied in the Quote Response documents changes in the ensuing evaluation period, or thereafter, Bidders must provide the Client promptly with full details in writing of the relevant changes.

If after viewing the ITQ documentation, a Bidder decides not to submit a Quote, the Client would be grateful if the Bidder would supply reasons for not responding to this ITQ.

Tendering Support – you may find it helpful to contact your regional business advisory network to seek general advice and guidance if you are considering tendering for this and future public sector contracts.

Potential Bidders in Wales can access services at:

The deadline for final submission of quotations is 12:00 on the 4 January 17 2022

2. Background / Aims / Objectives

The Welsh Government's national mission in education is to raise standards, reduce the attainment gap, and deliver an education system that is a source of national pride and public confidence. The Curriculum for Wales is fundamental to achieving that mission.

The Curriculum for Wales Framework was published on 28 January 2020 at <https://hwb.gov.wales/curriculum-for-wales>. Autumn 2021 sees the publication of Curriculum for Wales guidance for British Sign Language (BSL).

The objective of this project is to develop BSL awareness resources for teachers which can be used with learners aged 8-14

3. Requirement

The resources will include three core strands:

- a) 4 x videos (5-8 minutes each) introducing information about:
 1. BSL as a visual language with its own grammar and lexicon, an indigenous minority language and the first language of many deaf children and young people in Wales
 2. the history and status of BSL
 3. Deaf culture
 4. regional lexical variation in BSL - Welsh regional signs are of social and political as well as linguistic importance to the Welsh Deaf community. People who use both BSL and Welsh may use different signs and lip patterns.

These videos will be developed in BSL with 2 versions produced – one with Welsh language subtitles and voice-over and the other with English language subtitles and voiceover (soft-captions). Clips from these videos will also be required to help Welsh Government promote the resources on social media.

- b) A quiz/activity in BSL, Welsh and English to complement the video suitable for teachers to use with learners aged 8-14 and which can be completed in 10-15 minutes
- c) Series of 10 portraits based on the experiences of BSL users in a range of different occupations. These videos will be developed in BSL with two versions – one with Welsh language subtitles and voiceover and another with English language subtitles and voice-overs (soft-captions). These may be used with students to help raise their awareness of the value of BSL in the workplace and the community. The portraits should reflect diversity e.g. sex, ethnicity, age etc. The aim is to trigger discussion amongst staff and students regarding attitudes towards BSL and to dispel common misconceptions.

A 5-8 minute introductory video will offer suggestions on how the resources can be used flexibly in a way that reflects the [principles of curriculum design](#) and [pedagogical principles](#)

set out in the Curriculum for Wales to develop the BSL awareness of practitioners and learners aged 8- 14. This will be available in BSL with Welsh subtitles and voiceover as well as in BSL with English subtitles and voiceover (soft captions).

There will be two versions of the resources:

1. BSL with Welsh voice-over and subtitles (soft-caption)
2. BSL with English voice-over and subtitles (Soft-caption)

The resource will be available for free for practitioners and learners in Wales to access via the [Hwb all-Wales learning platform](#).

It is important that the BSL is developed first rather than Welsh/English resources being developed and BSL interpretation developed at a later stage. The materials will need to use Welsh regional BSL variation. A Welsh Government BSL user and members of the BSL curriculum guidance development group will help monitor the development of the resources and to advise on and provide quality assurance for BSL.

The team developing the resources will need to include individual(s) who meet the registration requirements for BSL translation ([NRCPD](#), [RBSLI](#), [SRLPDC](#)).

BSL users from the Curriculum for Wales BSL guidance development group will monitor the development of the resources and provide additional quality assurance for BSL, Welsh and English.

In submitting your response, you are requested to include, briefly:

1. Suggested approach to the project
2. Costs broken down as
 - Design and development of videos in BSL with Welsh subtitles and voiceover
 - Design and development of videos in BSL with English subtitles and voiceover
 - Design and development of interactive quiz in BSL, Welsh and English
 - Development of portraits in BSL with Welsh subtitles and voiceovers
 - Development of portraits in BSL with Welsh subtitles and voiceovers
 - Development of introductory video in BSL with Welsh subtitles and voiceover and in BSL with English subtitles and voiceover for teachers on how these resources can be used flexibly with learners in a way that reflects the [principles of curriculum design](#) and [pedagogical principles](#) set out in the Curriculum for Wales
 - Provision of short clips from the videos for promoting the resources on social media
 - Details of experience and expertise in developing educational resources for practitioners and for children and young people.
 - Details of experience and expertise in developing resources in BSL, Welsh and English
 - Outline of contents for the resources

You should note that a **budget of £18,000 to £25,000** has been made available for the project

4. Monitoring

Client's Contact Point

The Contract Manager for the Client will be Eleri Goldsmith.

The Contract Manager will be the point of contact during the course of the contract. They may elect to meet a named representative of the successful bidder as and when necessary to discuss any issues which may have arisen during the provision of the service.

In the event of non-compliance with the Specification, the following procedure will be followed:

- notification of complaint and requirement to comply;
- notification of unacceptable practices and/or substantial non compliance to the Specification of the services;
- Recourse to the conditions of contract.

5. Duration of Contract (*Mandatory)

Start date: 17 January 2022

End Date: 30 June 2022

6. Welsh Language Requirements

Welsh Language Standards

The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the "Measure") makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.

The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at <http://www.comisiynyddygydraeg.cymru/english/Pages/Home.aspx>

As the successful bidder will be providing the services on the Welsh Ministers' behalf, it must comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.

The Service Delivery Standards which currently apply to the Services are listed below. The Client will notify the successful bidder of any changes to the Service Delivery Standards with which the Services must comply.

The successful bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under this Contract.

7. Bidders Liability

The Client is willing to limit the successful Bidder's liability for the purposes of and in accordance with Condition 40 (Limitation of Liability) of the Welsh Government's Standard Conditions of Contract for Services to a maximum of the value of this Contract.

8. Intellectual Property Rights ("IPR") (*mandatory)

The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Condition 19 (Intellectual Property) of the Welsh Government's Standard Conditions of Contract for Services.

If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.

If in delivering the Services the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided the Client on request

9. Personal Data (*mandatory)

Provision of the Services will not require the processing of any personal data on behalf of the Client. If the Bidder considers that processing of personal data on behalf of the Client will be required the Bidder must provide details in its tender.

If during the Contract Period, processing of personal data on behalf of the Client is required in accordance with the applicable Welsh Government Standard Conditions for Services the Bidder must notify the Client so that provision for compliance with the General Data Protection Regulations 2016/679 can be made.]

10. Contract Award Evaluation Criteria

The contract will be awarded to the most economically advantageous quote in terms of value for money on the basis of the following criteria, which are listed in order of importance including the weighting applicable to each criterion.

Please note your submitted quote should be inclusive of all envisaged costs in order to undertake the service / deliver the goods, including Travel and Subsistence (T&S). Please see HMRC (www.gov.uk) guidance when calculating T&S costs.

Evaluation Criteria	Weighting
1. Knowledge of BSL and the Curriculum for Wales	25
2. Delivery Methodology	20
3. Resourcing and Expertise	25

11. Financial Standing & Resources

The Client wishes to ensure that bidders have the necessary financial standing and resources to meet their obligations throughout the duration of this contract. This may include (where appropriate) considering your level of existing work commitments and the potential impact on resources that awarding a contract would have.

In deciding to quote, you should also be aware and take in consideration the risks of becoming over reliant on the Client's business, or indeed that of any customer. In doing so, you should take into account earnings from any other work undertaken for the Client as well as potential earnings from this contract.

12. Freedom of Information

The Client is a public authority for the purposes of the Freedom of Information Act 2000 (and the Environmental Information Regulations 2004). Any information submitted by you in connection with this tender may be requested and disclosed in response to a request under the Act.

If you consider that any of the information included in your tender is commercially sensitive or confidential, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Whilst the ultimate decision on whether to release rests with the Client, you will be consulted if we receive a request that captures any of the information you have provided.

13. Environmental statement

The Client is committed to minimising the effect of its day to day operations on the environment and bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Factors to be considered should include areas such as:

- Adopting an environmental management system which includes focus on disposal of waste and packaging
- More efficient use energy and water
- Beginning to embed sustainability into the provision of goods and services supplied to the Client
- Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible
- Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles
- Building an environmentally friendly work culture through training and high quality communication with staff

Whilst on site the successful bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available to you in advance or on arrival

14. Payment and Invoicing

Payment will be made within 30 days of receipt of a correctly submitted invoice. Invoices must show a full breakdown of costs that clearly tie back to successful company's submitted Quote.

A correctly submitted Invoice must include:

- Welsh Government as the addressee
- Valid PO number provided by Welsh Government

- Date of invoice
- Unique invoice number
- Supplier name, contact details and bank details
- Description of the goods/ works or services (to mirror each line item of the Purchase Order if more than one line item on the PO)
- Name of WG contact
- Correct calculation
- VAT number (if applicable)

Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order, (usually this is the Corporate Shared Service Centre financewaginvoices@gov.wales) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Welsh Government Contract Manager.

15. Ethical Supply Chains

The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The Client's policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

<https://gov.wales/ethical-employment-supply-chains-code-practice>

16. Local Authorities/Health Authorities/NHS Trusts (*optional)

Bidders that are local authorities or National Health Service bodies must ensure that they comply with all statutory provisions governing their power to enter into the Contract and to perform their obligations thereunder and shall [if so requested by the Client] provide evidence to that effect to the Client.

17. Changes to the Specification

This specification document sets out the high level Client's service requirement. During the life of the contract these requirements will be refined through discussion and agreement of both parties, with the aim of achieving best value for money for a quality product.

Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

Changes to the Specification will be implemented by issuing written amendments to all those affected by the changes.

18. Equality and Diversity

The issue of mainstreaming equalities is important to us. We would encourage you as a Welsh Government bidder/ supplier to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics - race, age, gender, sexual orientation, marriage and civil partnership, pregnancy and maternity, disability, religion and belief, gender reassignment. We will include diversity and inclusion issues as a standing item in our contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards. We are encouraging you

as a potential supplier to explore the possibility of your organisation being Disability Confident Level 1 as a minimum.

About the scheme

<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

How to sign up

<https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

19. Conditions of Contract for BSL awareness resources

The Conditions of Contract for Engagement with children and young people on proposed Curriculum for Wales British sign language (BSL) guidance hereafter enclosed shall apply in relation to this contract. The Bidder must agree to these as part of their Quote response.

Annex 1

Evaluation Guidance and Scoring Methodology

General

- a) These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified.
- b) The bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and conditions of Quote.

Guidance on Completion

Completion of the Invitation to Quote

The procurement process is undertaken through the completion and evaluation of one Submission. The Invitation to Quote is split into two sections, namely:

Part A – Quality
and
Part B – Price

The Quotes submitted will be evaluated initially for completeness and adherence to the mandatory requirements. Failure to comply with the instructions or provide the information requested will invalidate the Quote submission entirely;

Part A

Quality – Bidders must provide responses to a number of questions. These responses will be evaluated to provide a score for the Quality Criteria. Completion of this section is mandatory.

The quality evaluation will be based on bidders' responses to the questions listed Section 12 Contract Award Evaluation Criteria. For each question there may be a word count which must not be exceeded. Guidance as to the weighting of each question is also provided in Section 12 Contract Award Evaluation Criteria

This information should be provided in a Microsoft Word format. Websites/links and/or generic brochures/sales documentation may not be considered or evaluated.

Responses to the above questions will be evaluated in line with the table overleaf:

QUALITY EVALUATION SCORING TABLE

Capability	Evidence	Remark	Scores (%)
Bidder is likely to be able to meet the needs of the Authority.	Evidence is consistent, comprehensive, compelling, directly relevant to the project in all respects and highly credible (by being substantiated by independent sources where possible.)	Absolute Confidence	100
	Evidence is sufficient (in qualitative terms), convincing, and credible.	Confidence	80
Small risk that bidder will not be able to meet the needs of the Authority.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	Minor Concerns	60
Moderate risk that the bidder will not be able to meet the needs of the Authority	Evidence has moderate gaps, is unconvincing.	Moderate Concerns	40
Significant risk that the bidder will not be able to meet the needs of the Authority.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	Major Concerns	20
Bidder will not be able to meet the needs of the Authority.	No evidence or misleading evidence.	Not acceptable	0

It is the applicant's responsibility to ensure that all information required is supplied and is accurate. Any changes that could affect any of the answers contained within this questionnaire must be notified to Welsh Government as soon as reasonably practicable.

Part B

Price - Bidders must provide their prices for the good / service provision.

Completion of all pricing elements is Mandatory. Each price submitted by each bidder will be evaluated against the other prices submitted. The lowest total price submitted will score the maximum points weighting.

The lowest total price would therefore receive the full marks available. All other bidders would receive a percentage of the full weighting, based on their submitted total price.

Please see example below for indicative purposes only:

Lowest Price

$$\frac{\text{Lowest total price}}{\text{Price}} \quad * \text{multiplied by weighting} \quad = \text{Weighted Score}$$

The Example is illustrated below (note that the prices below are for the sake of this example only):

The lowest submitted rate is £240 by bidder B, second lowest £250 by bidder A and £350 by bidder C

	<i>Submitted Price</i>	<i>x weighting</i>	<i>Weighted Score</i>
<i>Lowest price = Company B</i>	$\frac{240}{240}$	<i>x 30% (weighting)</i>	= 30
<i>2nd Lowest Company A</i>	$\frac{240}{250}$	<i>x 30% (weighting)</i>	= 28.80
<i>3rd Lowest price Company C</i>	$\frac{240}{350}$	<i>x 30% (weighting)</i>	= 20.58

The above process is completed for each commercial element.

The weighted scores for each bidder are then combined to produce a total score for each bidder.