

Specification – Services (Version 1.5 July 2021)

INCLUSION SERVICES – C142/2021/2022

ATISN 27439 - The information within the scope of this request is provided below.

SPECIFICATION FOR INCLUSION SERVICES
CONTRACT REFERENCE NO. C142/2021/2022
Part 1: GENERAL
Part 2: SERVICE SPECIFICATION
Part 3: SOCIAL INCLUSION AND ECONOMIC SUSTAINABILITY
Part 4: CONTRACT & PERFORMANCE MANAGEMENT

PART 1: GENERAL

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. BACKGROUND

1.1 Following the election in May 2021 the Welsh Government is placing a renewed emphasis on tackling inequality and building a fairer Wales, as outlined in its [Programme for Government for the 2021-2026 Senedd term](#).

1.2 Since 2017 the Welsh Government has run the current Equality and Inclusion Funding Programme (E&I Programme). The E&I Programme funds a number of organisations and projects to support people who remain at greatest risk of discrimination and marginalisation. The current funding programme will end on 31 March 2022, and activity on a new programme will begin from 1 April 2022.

1.3 The Welsh Government is seeking to procure suitable service provision, through an open procurement process under two separate lots for the two specific areas as follows:

- Lot 2 – Sanctuary Seekers Support Service

Further background is provided below:

Lot 2 - Sanctuary Seekers Support Service

1.11 The Welsh Government is committed to supporting and enabling those coming to Wales to rebuild their lives and make a full contribution to society.

1.12 Our approach is set out in our [Nation of Sanctuary: Refugee and Asylum Seeker Plan](#) which identifies cross-Government approaches to support positive inclusion for people to have the opportunities to learn, thrive and contribute to the economic, environmental, social and cultural life of Wales.

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1.13 A key commitment within the Welsh Government's [Programme for Government 2021 - 2026](#) is to continue to support and uphold the rights of unaccompanied asylum-seeking children and young people and this project feeds into meeting this commitment.

1.14 The UK Government retains responsibility for policy relating to immigration. Their '[New Plan for Immigration](#)' and the [Nationality and Borders Bill 2021](#), currently before Parliament, will bring in new changes to the asylum system if passed. The Welsh Government requires a service that is adaptable, that has the flexibility to cope with any additional changes that may be required.

1.15 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.

2. AIMS AND OBJECTIVES**Lot 2 - Sanctuary Seekers Support Service**

2.4 The Sanctuary Seekers Support Service aims to provide a national support service for people seeking sanctuary on a pan-Wales basis. The service aims to draw upon a number of inter-related areas with a pan-Wales geographical spread and collaborative working to fulfil the themes and outcomes.

Theme 1 – Practical Advice and Support for Refugees and Asylum Seekers

2.5 The key objectives we expect the Sanctuary Seekers Support Service to achieve are:

- Ensuring anyone living in Wales as a forced migrant can get access to expert advice and advocacy support through this service;
- Advice would be free to clients, independent of Government, and of a high-quality.
- The service will dedicated focus on the need for legal immigration advice, support for children and young people in these systems, women and LGBTQ+ individuals;
- Advice and advocacy support will be accessible regardless of language needs, location or digital connectivity and a variety of communication and interpretation methods will be used to ensure this is the case;
- Sanctuary seekers will receive support towards community integration, including strengthen their skills and capacity to build their lives in Wales;
- The project will ensure Welsh Government has the data and insights needed to understand and respond to trends and gaps in required support;

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- The project will contribute towards building public understanding and awareness of the circumstances, needs and talents of forced migrants living in Wales. This will involve engagement with the media and local communities.

3. DEFINITIONS

Term	Definition
Bidder	means the individual, organisation or business which submits a bid for provision of the Services;
Client	means the Welsh Ministers;
Services	means the services specified in this Specification;
Specification	means this specification;
Successful Bidders(s)	means the individual, organisation or business awarded the contract;
Sanctuary Seeker or Forced Migrant	the terms “sanctuary seeker” and “forced migrant” interchangeably. This encompasses anyone living in Wales (or with local connections to Wales) who: <ul style="list-style-type: none"> • Is seeking asylum; • has been refused asylum; • has refugee status; • has another form of humanitarian or international protection; • is a Hong Kong British National Overseas visa holder; • was resettled under the Afghan Relocation and Assistance Policy or Afghan Citizens Resettlement Scheme.

PART 2: SERVICE SPECIFICATION**4. SCOPE OF REQUIREMENT****Lot 2 - Sanctuary Seekers Support Service.**

4.2 The client requires the provision of a Sanctuary Seeker Support Service (“the sanctuary service”) for an initial 3 year period (April 2022 – March 2025) on a pan Wales basis,

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with the option to extend for an additional 2 year period. Collaborative bids to fulfil the themes and outcomes of the contract are encouraged. This should be delivered across two main themes: Practical Advice and Support for Sanctuary Seekers; and Community Integration.

5. ESSENTIAL REQUIREMENTS**Lot 2 - Sanctuary Seekers Support Service**

Any services delivered under Lot 2 (excluding Theme 1) must comply with the relevant Welsh Language Standards as specified in Section 11

Theme 1 – Practical Advice and Support for Refugees and Asylum Seekers:

5.4 The Successful Bidder(s) will be required to:

- Establish and run physical drop-in centre services in central locations in each of Cardiff, Newport, Swansea and Wrexham for the delivery of free, independent and expert advice and support for sanctuary seekers.
- Ensure services (other than the drop-in aspect) are delivered pan-Wales, irrespective of clients' language needs, location or digital connectivity through accessible and flexible communication options. The service must be flexible to respond to emerging demands in other areas of Wales due to the participation of additional local authorities in the asylum system, refugee resettlement schemes or other similar developments.
- The service must be available physically (at drop-in centres) and virtually (by electronic and telephone means) 365 days a year (minus bank holidays), during convenient hours for sanctuary seekers. Telephone helplines and electronic services must be free to service users.
- Provide dedicated holistic casework advice and support for at least 2,000 sanctuary seekers across Wales per year, including help navigating and understanding the immigration and asylum system, ensuring access to healthcare (including mental health), education, language tuition, avoidance of destitution, and other relevant services. Casework will require regular and effective advocacy with the Home Office on behalf of clients.
- Provide dedicated Office of the Immigration Services Commissioner (OISC) or Law Society of England and Wales regulated immigration legal advice service for at least 200 people seeking sanctuary per year who are not eligible for Legal Aid. The service should also help with securing expert medical reports and other evidence as required.
- Provide dedicated advocacy support for at least 100 young sanctuary seekers per year, including peer support and advocacy with social services departments and other relevant agencies.
- Interpretation and translation must be offered (as standard) and provided (where necessary) to enable people seeking sanctuary to access advice and support.

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- Develop a robust case management system to track and analyse the experiences, barriers and issues found by people accessing services, track progression of service users, and present trends and insights to Welsh Government for policy consideration.
 - Ensure continual monitoring and improvement of sanctuary seeker take-up of support, case outcomes and client satisfaction to drive continual improvement of the service
 - Produce monthly statistics relating to client circumstances, including (but not limited to) demographic breakdown of clients (including age, sex, ethnicity, migration status, preferred and fluent languages, disability, sexual orientation, transgender identity, religion etc), motivation for seeking support, and local authority residency. Identify trends and data insights to share with Welsh Government. The service provider will be expected to work collaboratively with the Welsh Government on new data needs as they arise as recent years have required unplanned data reporting relating to Covid-19, Brexit, and other major events.
- 5.5. The Client should remain committed to promoting and facilitating the use of the Welsh language, and to not treat the Welsh language less favourably than English in line with the Welsh Language (Wales) Measure 2011. The successful Bidder should be aware of the provisions of the Measure and ensure that in implementing the contract the Welsh language is promoted and facilitated and not treated less favourably than English.

Theme 2 – Community Integration:

5.6 The Successful Bidder(s) will be required to:

- Establish a peer mentoring programme to support positive inclusion of sanctuary seekers in the community, including support of English language learning and two-way sharing of culture and language. At least 100 people per year are expected to be engaged in this peer mentoring programme.
- Provide dedicated interventions to reduce inequalities and support integration of women, LGBTQ+ communities and disabled people seeking sanctuary
- Coordinate online monthly pan-Wales peer support groups for sanctuary seekers, including digital inclusion support to enable full participation.
- Coordinate an ongoing train-the-trainer programme co-delivered by sanctuary seekers to enable self-advocacy training delivered to at least 100 professionals working in Welsh public authorities and other key service providers on an annual basis. An English-Welsh bilingual training offer must be available (though there would be no expectation that sanctuary seekers themselves are able to deliver the training in the Welsh language).

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- Increase awareness of rights and the law for sanctuary seekers through ongoing promotion and use of the [Welsh Government's Sanctuary website](#) and through dedicated monthly engagement on issues such as bullying, hate crime, discrimination, violence against women and domestic abuse, modern slavery and Female Genital Mutilation (FGM).
- Work with Welsh Government, Wales Strategic Migration Partnership, Welsh Local Government Association, Local Authorities and communities to develop policies to support positive engagement and successful inclusion of sanctuary seekers in Wales.
- Increase positive awareness and tackling stereotypes about people seeking sanctuary amongst the general population, including proactively working with the media and communities to secure increased awareness or community exchange opportunities each quarter.
- Work with refugee communities and other organisations to deliver a programme for Refugee Week each year, as well as host an annual Nation of Sanctuary awards.
- Close engagement with Regional Community Cohesion teams across Wales to build cohesive communities and enhance the awareness and impact of services provided.

6. FUNCTIONAL/TECHNICAL REQUIREMENTS

6.1 We anticipate that bidders will propose solutions that will include digital products and services to deliver the contract and facilitate communication. These may include digital communications, websites, mobile apps, software systems and any other innovative solutions that may be available to the sector.

In order to comply with the [Public Sector Bodies Accessibility Regulations \(2018\)](#), all digital products and services procured by Welsh Government (including but not limited to websites, mobile apps, online platforms, software systems, multimedia assets and supplementary documents) must conform to the [Web Content Accessibility Guidelines](#) (or the equivalent [European EN 301 549 ICT Standard](#)) to **Level AA** as a minimum.

6.2 You must ensure that you have the necessary resources and capability to deliver any digital products and technology components of this project to the standards detailed above prior to commencing any development work.

6.3 If you have any questions or concerns about satisfying the accessibility requirements of this project, please contact: cohesion@gov.wales

7. SERVICE OUTPUTS/OUTCOMES

7.1 Under the Inclusion Services Contract, the successful bidder(s) for each service (Lot) will be required to:

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- Produce a business plan and delivery plan specific to the project, to be approved by the Client, in draft by 15 February 2022;
- Work with the Client to develop an appropriate Service Level Agreement that will ensure an effective and consistent service throughout the lifetime of the contract and within the overall contract cost;
- Work with the previous Welsh Government supplier of related services, if required, to ensure a continuity of service for users, where appropriate;
- Produce narrative reports and financial claims on a quarterly basis (parameters of which are to be agreed with the Client during contract implementation) to be submitted for monitoring by the Client which outline progress of the service, alongside more frequent (monthly) data sharing and analysis;
- Attend meetings (virtually or in-person, at the discretion of the client, at least once quarterly) to discuss progress of the service;
- Work towards achieving independent quality assurance of the service within 6 months of the start of the contract. Any quality standard adopted should be aligned as far as possible with the Information and Advice Quality Framework for Wales;
- Produce an interim project evaluation report by September 2024 (format to be agreed with the Client), that outlines whether the aims and objectives of the project have been met and recommendations for the future. If any reports are to be published in the public domain they must be bilingual and the supplier will be required to undertake translation of materials.
- Please note, this list is not exhaustive and additional outputs and bilingual requirements may be stipulated by the Client during the lifetime of the contract.
- The Client anticipates that due to the nature of the services being procured, there may be the need throughout the term of the contract to conduct periodic reviews to ensure the provision is continuously fit for purpose. Such reviews may be necessary in the following scenarios (however this list is not exhaustive) and will always be subject to the required budget approval:
 - Change in Minister and / or Ministerial Priority
 - Change of Government
 - Changes to any applicable legislation

Any modification to contract will be subject to a formal Change Request and Approval Process, with costing based on those submitted as part of the initial tender process, to be agreed between the client and the successful contractor.

- This Change Request process will consist of:
 - A detailed specification by the client of the proposed change;
 - An analysis of the specification, proposed timescale for delivery and proposed cost required to implement the change, based on the day rate tendered; and

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- A final approval from the Client to commence the change.

8. INTELLECTUAL PROPERTY RIGHTS (“IPR”)

8.1 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.

8.2 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.

8.3 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

9.1 The successful bidder will be the Data Controller for this contract. Therefore, they are required to ensure that any personal data it handles/processes in accordance with this contract is compliant with the Data Protection Act 2018 and that appropriate Information Security measures are in place to safe guard any personal (or other sensitive) data it processes in providing the services under this contract. Please explain how you will meet these requirements including details of any accreditations in place (e.g. Cyber Essentials Certificate, IASME controls, ISO27001).

9.2 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. All information collected and shared with the Client through the contract will be anonymised.

9.3 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.

9.4 The Successful Bidder, whether or not it has fewer than 250 staff will be required to maintain complete and accurate records and information to demonstrate its compliance with the UK GDPR and the applicable Welsh Government Standard Conditions for Services.

10. TIMESCALES

10.1 The Client has produced a timetable of events that will ensure the contract is completed on schedule. Any variations to these milestones must be agreed, in advance, with the Client and confirmed in writing by the Contract Manager.

10.2 Required completion dates:

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DATE	ACTION
31 January 2022	Contract Award
2 February 2022	Contract commences
w/c 1 February 2022	Inception meeting with Client
End of Feb 2022	Draft Business plan and delivery plan approved by the Client
1 April 2022	Service commences
September 2024	Interim Evaluation of Service
31 March 2025	Contract ends or extension

10.3 Duration of the Contract:

Start Date: February 2022

Length of Contract: 3 years and 2 Months

End date: March 2025

Length of Extension (if applicable): 2 years

The Contract can only be extended in accordance with Condition 3 (Commencement and Duration) of the Welsh Government's Standard Conditions of Contract for Services.

Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

11. WELSH LANGUAGE REQUIREMENTS**11.1. 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.comisiynyddygymraeg.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.

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The relevant standards in relation to this Contract are:

	Service Provided	Relevant Standards
1	Correspondence	1, 2, 3, 4, 5, 6, 7
2	Telephone helplines or call centres	8, 9, 10, 12, 13, 14, 15, 16, 17
3	Telephone calls to staff	18,20,21,22
4	Meetings (with stakeholders and/or members of the public)	24, 24A, 26, 26A, 27, 27A, 29, 29A
6	Public events	35,36*
7	Publicity and Advertising	37*
8	Displaying material in public	38*
9	Publishing Documents	40,47,48,49**
10	Publishing Forms	50,50A,50B,51**
11	Websites and online services	52,55,56,57*
12	Social media	58,59*
13	Self service machines	60
14	Signage	61,62,63*
19	Raising awareness of Welsh language services	81,82

The successful bidder will be expected to translate any research or reports and/or other outputs provided by the contract (or future contract variation) which are expected to be published in the public domain.

Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (a copy of which is attached).

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Communication Guid:

Other Welsh Language Requirements

As this requirement includes the need for (bilingual technology/ websites/ software) the successful contractor must ensure compliance with the bilingual technology toolkit and must complete the toolkit within the technical response template.

11.2. Translation

The successful bidder is required to provide Welsh language versions of any reports or public facing documentation such as (but not exclusively) press releases, educational resources, training and information resources, and is responsible for ensuring that the versions are fully fit for purpose in Welsh.

The Welsh Government is available to provide guidance or advice on compliance with Welsh language requirements of the contract to support bidders in achieving this throughout the contract duration.

12. EU FUNDING - Not used.**13. SECURITY**

- 13.1. In providing the Services the successful Bidder (and its sub contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all Successful Bidders, sub-contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 13 specifies how the Client's information assets must be handled. Compliance with this paragraph 13 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).
- 13.2. A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.
- 13.3. Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager at the earliest opportunity.
- 13.4. The OFFICIAL–SENSITIVE marking must be retained on all Welsh Government information which is marked as such. Seek guidance from the Client's Contract Manager for new information being created as part of the Contract.

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- 13.5. The successful Bidder must demonstrate that they can meet the technical requirements prescribed by their chosen scheme (e.g. Cyber Essentials / Cyber Essentials Plus / ISO27001). The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise sensitive data is to be processed by the successful Bidder. Further Information can be found at: <https://www.cyberstreetwise.com/cyberessentials/>
- 13.6. Bidders must cover the end to end process of data collection and processing, in particular this must include the process for any IT equipment used in the field and/or home working.
- 13.7. Written confirmation of valid certification will be required every 6 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.
- 12.2 If any information is stored or processed on equipment other than that owned by the successful Bidder, then assurance must be provided that consortium members and subcontractors also comply with Cyber Essentials / Cyber Essentials Plus / IASME / ISO27001 or other recognised third party standards when processing the information needed to carry out the Contract.
- 13.8. Where any work is subcontracted you will need to document at return of tender how you will implement the data security requirements set out in the specification and the Terms and Conditions between yourself and any subcontractor(s) to ensure these requirements are adhered to throughout your supply chain.
- 13.9. Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:
- 13.9.1. is not a company asset; or
 - 13.9.2. the configuration of the equipment is outside company control;
 - 13.9.3. it is used by those not employed by the company e.g. a sole trader who allows their 'work' laptop to be used by other family members
- The risk being that Welsh Government information could be accessed by those not authorised to see it.
- 13.10. Data created under the Contract must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.
- 13.11. If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.
- 13.12. All sensitive or personal electronic information must be encrypted in transit. Objective Connect must be used when sharing information with Welsh Government.
- 13.13. All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g. laptops, must be encrypted (minimum FIPS 140-2 / AES 256).

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- 13.14. Information rest on servers/individual computers must be encrypted (minimum FIPS140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g. a data centre with access control measures, alarmed, arrangements for 24 hours security guards.
- 13.15. An independent IT Health Check undertaken by qualified personnel (e.g. those listed on the CHECK, Tiger or CREST schemes) must be completed prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.
- 13.16. Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Bidder staff and subcontractors who have received suitable training can be given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client's Contract Manager on request.
- 13.17. If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.
- 13.18. The information collected in accordance with the Contract remains the property of the Client.
- 13.19. Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.
- 13.20. If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g. by means of envelope / file / briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.
- 13.21. Any hardcopy data collected in connection with the Contract must be returned / deleted / disposed of / transferred to a successor organisation at the end of the contract. The successful Bidder must confirm in writing when this has been done.
- 13.22. The successful Bidder's processes must make it easy for its staff and subcontractors to follow the rules (e.g. clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).
- 13.23. The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity, nationality/immigration status, unspent criminal convictions and employment history. In addition the staff working on the Contract will need to complete a basic disclosure through Disclosure Scotland / undertake National Security Vetting to CTC/SC level.

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Evidence must be provided on request and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.

- 13.24. The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract (NB DBS checks are not required for persons with access to information as opposed to face to face contact). Evidence that these checks have been performed should be presented to the Client once they have been completed and prior to any contact.
- 13.25. As part of tender responses the Welsh Government have introduced a form for bidders to list all staff that would require a DBS check according to the specification and state if the DBS check is 'clear' (where no convictions are listed) or 'adverse' (where any convictions at all are listed on the certificate). A justification for being able to carry out the work on the back of an adverse result will be required for any individual affected. **GSR DBS Check Proforma**.
- 13.26. The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.
- 13.27. All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.
- 13.28. On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.
- 13.29. Bidders will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. Bidders will also need to set out how relevant permissions in relation to access will be secured from statutory and voluntary organisations in line with the policies of such organisations (if appropriate). Bidders must also outline their policy/protocol for appropriately reporting any information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a child/young person/ adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Client Contract Manager.

14. RETENTION OF INFORMATION

- 14.1. The successful Bidder will need to maintain full and accurate records of the Contract in accordance with the Welsh Government's Standard Conditions of Contract for Services for a period of 15 years from expiry or termination.

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- 15.1. 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:
- Lot 2: £1.065m

INSURANCE

- 15.2. The Bidder must maintain the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:
- 15.2.1. Professional Indemnity: £1,000,000
 - 15.2.2. Public Liability including Products Liability: £2,000,000
- 15.3. The Bidder will be required to ensure that the Client's interest is noted on each insurance policy, or that a generic interest clause has been included. (* delete if not applicable)

16. EXIT MANAGEMENT

- 16.1. (Termination and expiry) The supplier must provide information and guidance to ensure and preserve continuity of the services and will meet with the Client and the incoming Supplier.
- 16.2. (Intellectual property) the supplier must return and provide to the Client all documents, information, work, data, or records held etc. in connection with the Contract;

17. FINANCIAL STANDING AND RESOURCE

- 17.1. The Client wishes to ensure that bidders have the necessary financial standing and resources to meet their obligations throughout the duration of the Contract. This may include (where appropriate) considering bidders level of existing work commitments and the potential impact on resources that awarding a contract would have.
- 17.2. In deciding to tender for a contract, bidders should be aware and consider the risks of becoming over-reliant on the Client's business, or indeed that of any customer. In doing so, bidders should take into account earnings from any other work undertaken for the Client as well as potential earnings from the Contract.

18. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS - TUPE

- 18.1. The employees engaged by the incumbent contractors to deliver the services under the current contract could be affected by a change in Contractor. Bidders are therefore advised that they will need to consider the risk of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applying to the transfer of work.

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- 18.2. Bidders are responsible for obtaining at their own expense advice regarding the application of TUPE to the delivery of the Services.
- 18.3. Bidders will be held to have, by their own independent observations and enquiries, fully informed and satisfied themselves as to the nature, extent and practicability of providing the Services and the cost, risks (including the risks of TUPE), contingencies or other circumstances or matters which might in any way affect the tender.
- 18.4. At the end of the Contract, it is possible that TUPE may apply and the successful Bidder shall provide the information required in accordance with Condition 51 (Transfer of Undertakings (protection of Employment) Regulations 2006 (“TUPE”)) of the Welsh Government’s Standard Conditions of Contract for Services.
- 18.5. The incumbent supplier has provided certain employee information in the form of the number of staff directly employed in the existing service which is provided to the Bidder in order that it may consider the possible application of TUPE and its effect on any tender it may submit (the “Purpose”). By receiving this information a Bidder agrees that it will keep such information strictly confidential and will only use such information for the Purpose. The Bidder also agrees that, in the event that it decides not to submit a tender or that any tender it submits is unsuccessful, it will immediately return all such information to the Client, destroy or delete any copies which it holds and confirms to the Client in writing that this has been done.

In order to receive the information on potential staff where TUPE may apply please contact the Client through the eTenderWales messaging portal during the tender clarification period.

- 18.6. The Client gives no warranty as to the accuracy of this employee information and accepts no liability howsoever arising in connection with the provision of this information to the Bidder or its use by it.
- 18.7. The Client is not able to provide any advice on the application or otherwise of TUPE and provision of this information should not be regarded as an indication that TUPE will apply.

PART 3: SOCIAL INCLUSION AND ECONOMIC SUSTAINABILITY**19. COMMUNITY BENEFITS**

- 19.1. Procurement in Wales is governed by the Wales Procurement Policy Statement which sets out 10 principles for the public sector in Wales. Principle 4 requires the delivery of social, economic and environmental benefits through the effective application of Community Benefits. The Client views the use of the Community Benefits approach as integral to its commitment to sustainable development and a key mechanism for delivering against its duties under the requirements of the Wellbeing of Future Generations Act 2015 Wellbeing Goals.
- 19.2. Community Benefits and the priorities to address:

The approach

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Non-Core Only - The Client has decided to take a non-core approach to Community Benefits, this means that the Community Benefits proposal that a Bidder returns as part of this tender process will not be evaluated and scored.

The priorities to address

The Community Benefits Policy is designed to support a number of strategic priorities in other policy areas. In relation to the Contract the Client wants Bidders to focus on the following Community Benefits:

Training and recruitment opportunities for:

- Disadvantaged worker
- Long term unemployed
- Graduates
- Undergraduates
- Trainees
- Apprenticeships
- Refugees and Asylum Seekers
- Disabled People

Bidders should consider opportunities for recruiting and training the above groups as part of the workforce delivering the Contract.

Other priority areas are:

- **Supply chain opportunities**
- **Retention and training for the existing workforce**
- **Promotion of Environmental Benefits**
- **Promotion of Social Businesses**
- **Contributions to Education-** Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects)

Innovation is encouraged and this list is not exhaustive.

It is important to ensure that Contract delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to the successful Bidder's expertise and the subject of the Contract. The expectation is that any Non-Core Community Benefits proposal will be delivered on a cost neutral basis.

Management of Community Benefits Delivery

The successful Bidder must work with the Client's Contract Manager to maximise the community benefits delivered through the Contract. Bidders will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefit. The Community Benefit Proposal and progress against objectives will be a standard agenda item on Contract review meetings.

Support Agencies to help deliver Community Benefits

The following agencies are available to support Bidders in preparing their 'Community Benefits' proposal, and in the delivery of the Benefits post Contract award. For a more details of support agencies please see the Community Benefits Guidance on the link below.

Bidders may find the following contacts useful also:

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- Job Centre Plus: Website: <http://www.gov.uk/>
- Lift Programme E mail: liftprogramme@gov.uk
- Careers Wales Website: www.careerswales.com / Telephone: 0800 100 900
- Working links Telephone: 02920 855700

Social Businesses

- Wales Co operative
- Social Firms Wales
- WCVA

Post contract award

As part of the Contract, the successful Bidder must report progress in this area using the Community Benefits measurement tool every 12 months which can be viewed by clicking the link below. This will need to be built into the successful Bidder's Key Performance Indicators and monitored on an ongoing basis via Contract meetings.

[Community benefits measurement tool for services & goods v8.1](#)

Further Help and Guidance

The link below provides more information on Community Benefits:-

[Community benefits guidance](#) or email communitybenefits@gov.wales

20. EQUALITY AND DIVERSITY

- 20.1. No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Welsh Government, in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.
- 20.2. Bidders must therefore comply with legal duties as a minimum to ensure non-discrimination.
- 20.3. The Bidder is referred to Condition 28 (Discrimination and Equality) of the Welsh Government's Standard Conditions of Contract for Services.

Disability Confident

The Client monitors their equality and diversity data and in doing so is subject to various equalities benchmarking schemes. The Client encourages Bidders to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics. Therefore, diversity and inclusion applicable to the Contract will be monitored as a standing item in 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. The Client encourages Bidders, as potential suppliers, to explore the possibility of their 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>

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

21. ETHICAL SUPPLY CHAINS

- 21.1. 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>

22. ENVIRONMENTAL CONSIDERATIONS

- 23.1 The Client is committed to minimising the effect of its day to day operations on the environment and successful Bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.
- 23.2 Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 23.3 Factors to be considered should include areas such as:
- 22.1.1. Adopting an environmental management system which includes focus on disposal of waste and packaging.
 - 22.1.2. More efficient use energy and water
 - 22.1.3. Beginning to embed sustainability into the provision of goods and services supplied to the Client
 - 22.1.4. Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible
 - 22.1.5. Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles
 - 22.1.6. Building an environmentally friendly work culture through training and high quality communication with staff
- 23.4 While on site the successful Bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available on request to the successful Bidder in advance or on arrival.
- 23.5 The Bidder is referred to Condition 25 (Environmental Requirements) of the Welsh Government's Standard Conditions of Contract for Services.

PART 4: CONTRACT & PERFORMANCE MANAGEMENT**23. COLLABORATIVE BIDS / CONSORTIA**

- 23.1 The Client welcomes collaborative bids. For further information on joint bidding, please see the Invitation to Tender and <https://gov.wales/search?global-keywords=joint+bidding>

24. BIDDERS REGISTERED OR LOCATED OUTSIDE OF ENGLAND AND WALES

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- 24.1. Bidders who are registered or based outside of England and Wales will be required to provide a legal opinion in a form prescribed by and satisfactory to the Client before the Contract is awarded. The legal opinion will need to be provided by a law firm authorised to practice in the foreign jurisdiction in which Bidder is registered or located and which is independent of the Bidder.

25. LOCAL AUTHORITIES/NHS BODIES - Not Used**26. CONTRACT MANAGEMENT**

- 26.1. The nominated Client Contract Managers for each service will be confirmed upon contract award.
- 26.2. The Contract Manager will be the point of contact for the Contractor during the course of the Contract.
- 26.3. Formal performance reviews will take place quarterly and shall be scheduled during the Contract implementation phase. However, the Contract Manager may elect to meet a named representative of the Contractor as and when necessary to discuss any issues which may have arisen during the provision of the Services.
- 26.4. Bidders will be required to provide the details of a nominated contact point to act as the successful Bidder's Contract Manager.
- 26.5. Bidders should provide the names of personnel to be assigned to the Contract, their status in the organisation and their previous experience of dealing with contracts of a similar nature.

27. PERFORMANCE MANAGEMENT

- 27.1. The successful Bidder will be required to provide management information on a monthly basis which will be determined after award of contract, and is likely to include but will not be limited to the following:
- 27.1.1. Number of referrals/requests to the service
 - 27.1.2. Type of support required
 - 27.1.3. Demographics of service users
 - 27.1.4. Outcomes
- 27.2. The successful bidder will be required to meet with the Client on a quarterly basis to discuss performance wider service delivery. Quarterly monitoring will be tied to payment milestones.

Contract Implementation

- 27.3. From time to time, the Client may be required to respond to urgent requests for information. The successful Bidder (s) shall provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client.

Key Performance Indicators

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27.4 Key Performance Indicators (KPIs) will be used to measure the successful Bidder's performance of the Contract. The Client and the successful Bidder will meet after award of the Contract to agree the KPIs that will apply during the Contract Period. These may be refined during the Contract Period and updates against each will form part of regular Contract management reviews.

27.5 Service Levels will be used to measure the successful Bidder's performance of the Contract. The Client and the successful Bidder will meet after award of the Contract to agree the Service Levels that will apply during the Contract Period.

28. PERFORMANCE ISSUES

Issues with the performance of the Contract by the successful Bidder will be dealt with in accordance with the procedures set out in the Welsh Government's Standard Conditions of Contract for Services.

29. INVOICE AND PAYMENT PROCEDURE

29.1. Payment will be made quarterly in arrears within 30 days of receipt of a valid and agreed invoice. Invoices must show a full breakdown of costs that clearly correlate with the successful Bidder's tender.

29.2. The Client will deduct from any sum payable to the successful Bidder any income tax, national insurance contribution and such other tax, fee or charge it is required to deduct in accordance with legislation such as legislation known as the "IR35 legislation". Information on IR35 legislation can be found here: <https://www.gov.uk/topic/business-tax/ir35>. After selecting the successful Bidder the Client will determine whether or not it will be required to make any such deductions. The Client's determination will be stated in the Award Letter to the successful Bidder.

29.3. A valid invoice must include the information listed in Condition 13 (The Price and Payment) of the Standard Conditions.

29.4. 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 Client Contract Manager.

29.5. The successful Bidder must provide a break down of all costs as required by the Client. The Client may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.

29.6. Copy invoices shall be issued within five working days of a request being made.

29.7. The successful Bidder shall perform regular internal audits to check for duplicate charges and / or payments, and provide the Client with a report of all items identified on a quarterly basis, arranging appropriate refunds to the Client.

Payment Requirements

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- 29.8. The Client will determine their preferred payment method as part of the account opening / implementation procedure.
- 29.9. The Client may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.

E –PROCUREMENT CAPABILITY

- 29.10. The Client requires Bidders to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to Bidders using the eTrading system, and support is available to help Bidders in registering and using the system.
- 29.11. It may be a requirement, where requested by the Client to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via the eTrading system within one month of the request being made.

FAIR PAYMENT

- 29.12. UK government policy is to expect all public sector organisations to pay successful Bidders within 10 working days of the receipt of a valid and agreed invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that successful Bidders will be paid within 10 working days (although it should be recognised that it may take longer than 10 days).
- 29.13. The successful Bidder must pay their sub-contractors / consortium members within a maximum 30 days of the receipt of a valid invoice. The Client will be in contact with sub-contractors / consortium members to ensure Fair Payment is observed. Bidders are encouraged to sign up to the Prompt Payment Code (<http://www.promptpaymentcode.org.uk>)

30. PRICE ADJUSTMENT ON EXTENSION OF THE CONTRACT PERIOD – Not Used**31. CHANGES TO THE SPECIFICATION**

- 31.1 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.
- 31.2. This specification sets out the Client's service requirements. During the Contract Period it is anticipated that these requirements may be refined with the aim of achieving best value for money for a quality output.
- 31.3. Changes to the specification will be implemented in accordance with the procedure set out in Condition 35 (Change Control) of the Welsh Government's Standard Conditions of Contract for Services.

32. STANDARD CONDITIONS OF CONTRACT

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The Welsh Government's Standard Conditions of Contract for Services (SCON-Services) (version 1.1) shall apply to the Contract. The Bidder must agree to these as part of its tender response.