**Creative learning through the arts   
Video Content Brief**

1. **The Brief**

Welsh Government and Arts Council of Wales are delighted to announce a second phase of [Creative learning through the arts – an action plan for Wales](http://creativelearning.arts.wales), a ground-breaking programme, which puts art and creativity at the heart of education.

Welsh Government and Arts Council of Wales are jointly funding the additional 2 years which will allow the programme to further engage with schools as they prepare for [Curriculum for Wales 2022](https://hwb.gov.wales/curriculum-for-wales).

Over the past five years, Creative learning through the arts has transformed teaching methods across Wales, with more than 119,000 pupils from 1,200 schools across Wales benefitting from the programme. Phase 2 will allow us to; engage with more schools; harness the knowledge and expertise of the schools already engaged in the Lead Creative Schools Scheme; provide professional development opportunities for teachers and artists; and continue to offer new opportunities for young learners via our Go and See Fund.

We are looking to work with a video production company to capture the offer of the ground-breaking Creative learning through the arts programme. There are two distinct purposes within this:

* Support the promotion of Phase 2 of Creative learning through the arts
* Promote our work, findings and pedagogy to education stakeholders across Wales and beyond.

**Phase 2**

Lead Creative Schools is a major strand of Creative learning through the arts. The scheme has engaged with 604 schools to develop their practice in line with the four purposes of Curriculum for Wales 2022; developing ambitious, capable and confident learners, who are also enterprising, creative contributors prepared with skills for life. The scheme promotes new ways of working in schools using innovative and bespoke programmes of learning, specifically designed to be practical and relevant to schools’ real-life curriculum demand. Through the development of the Scheme schools have been encouraged to work with and support one another, with lead schools sharing best practice, whilst continuing to embed their own creative learning. Working with the production company we want to bring together existing and new content, to promote Lead Creative Schools to further our reach and deepen the knowledge and understanding of creative learning techniques across Wales as schools prepare for Curriculum for Wales 2022.

We’re delighted our [Go and See Fund](https://acw.hoffi.work/funding/get-started/creative-learning-funding) will continue to be available to schools across Wales. Since its launch in March 2016, we have awarded over 800 Go and See grants to enable schools to apply for small, one-off grants to fund visits to high-quality arts events in venues across Wales. Visits have included performances, exhibitions, festivals and more! The application process is a simple one and we want to share that message to ensure every school in Wales has the opportunity to apply.

**International Promotion**

Creative learning through the arts continues to have an increased international profile. Arts Council of Wales continues to represent the programme at conferences, forums, events across the UK and Europe and continues to host visits from stakeholders across the world.  
   
To date we have a range of existing videos, resources and evaluative information to support with raising the profile of Creative learning through the arts. We want to bring these together, capturing the unique selling point of Creative learning through the arts, the creative learning and the pedagogy underpinning our work, to result in a film that will promote the trail-blazing work happening here in Wales.

We anticipate working collaboratively with the successful company but envisage there will be a suite of four new fully accessible, bilingual videos to promote creative learning:

* Phase 2: Lead Creative Schools x 2 films
* Phase 2: Go and See Fund x 1 film
* International Promotion x 1 film

All four films will need to complement our existing resources and be suitable for sharing on the Arts Council of Wales website and Welsh Government’s Creative Learning Zone on Hwb.

1. **Background**

Creative learning through the arts – an action plan for Wales was published in March 2015 and is jointly funded by Welsh Government and Arts Council of Wales. In February 2020 Welsh Government and Arts Council of Wales announced a further two years of funding to support schools as they prepare for Curriculum for Wales 2022.

The programme has three overarching aims:

* To increase and improve arts experiences and opportunities in schools
* To improve attainment through creativity
* To support teachers and arts practitioners in developing their skills

There are two strands to the programme –

* Lead Creative Schools Scheme
* All-Wales Arts and Education Offer

The **Lead Creative Schools Scheme** aims to promote new ways of working in schools, learning through the arts to provide opportunities to develop an innovative and bespoke programme of learning designed to transform the quality of teaching and learning.

The [**All-Wales Arts and Education Offer**](http://www.arts.wales/arts-in-wales/creative-learning/the-all-wales-arts-and-education-programme) aims to enable schools to draw on the knowledge and practice of artists, arts and cultural organisations to improve and complement teaching across the curriculum.

You find more information about Creative learning through the arts at:

<https://creativelearning.arts.wales/>

<https://hwb.gov.wales/zones/creative-learning/about-us/>

<http://2018.creativelearning.arts.wales/>

You can see our existing films at:

**Lead Creative Schools:**

<https://www.youtube.com/playlist?list=PLTp2DYQMt2uOazLp8y2B-854dxzICb6c4>   
<https://www.youtube.com/watch?v=ZowN8LWI9KI>

<https://www.youtube.com/watch?v=7FPBY3NF2Os>

<https://www.youtube.com/watch?v=TrlyAjF0c4w>  
**Go and See Fund:**

<https://www.youtube.com/watch?v=_xX01Few010>

1. **Budget and Scope**

We envisage this project costing up to a maximum of £15,500 inclusive of VAT to include any and all expenses. Please provide us with an inclusive budget breakdown, including any travel costs. The commissioning body for this piece of work is Arts Council of Wales.

The contract is due to commence late-February 2020 and conclude 30 April 2020. All pricing shall be fixed for that period and inclusive of VAT.

1. **Timetable**

* Tender Responses back Midnight 25 February 2020
* Evaluation 26 February 2020
* Potential Provider interviews 2 March 2020
* Anticipated Award 3 March 2020
* Implementation by 4 March 2020
* **Project deadline 30 April 2020**

1. **Contact**

The principal point of contact for the **Arts Council** **of Wales** will be:

Hannah Greys

Programme Manager

Arts Council of Wales

Bute Place

Cardiff CF10 5AL

[creative.learning@arts.wales](mailto:creative.learning@arts.wales)

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| **METHOD STATEMENT QUESTIONS**   * Questions will be given even weighting in awarding this Contract * Additional information which has not been asked for in the ITT will not be taken into account   **1.** | |
| **a.** | * Provide your understanding of the requirements of the brief and views on the challenges of the tasks to be undertaken. |
| **Answer** |  |
| **b.** | * Detail your approach to strategy development specific to this brief. |
| **Answer** |  |
| **c.** | * Provide evidence of appropriate technical skills, knowledge and track-record in delivering comparable strategies. |
| **Answer** |  |

Arts Council of Wales will then 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 **does not** enable the evaluator to have an understanding of how the requirement will be met. The evaluator **cannot** 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. |

The Potential Provider’s response to each question will be evaluated and scored a maximum of 4 marks as per table above.

**7. – Pricing Schedule**

Potential Providers are required to submit a Pricing Schedule. These costs will form the basis of the submission.

All prices shall be stated in pounds sterling and exclusive of VAT and shall be fixed for the contract period

Potential Providers should cover the following costs within their submission: all expenses, resources, reports, translation costs and tests that are appropriate and as described in the specification.

**8. – Apply**

The total budget available for this work is **£15,500 inclusive of VAT** to include any and all expenses.

To be considered, please submit your answers to the method questions in the form of a proposal and examples of previous work comparable to this brief by **25 February 2020.**

Proposals should be emailed to creative.learning@arts.wales.

All responses to this ITT can be submitted in Welsh, English or bilingually

Any Tender received by Arts Council of Wales shall be rejected if it is received beyond the Deadline for whatever reason. Therefore it is the Potential Providers’ responsibility to ensure that the Deadline cut off point is not breached.

Potential Providers should cover the following costs within their submission: all expenses, resources, reports, translation costs that are appropriate and as described in the specification.

Terms and Conditions

**Freedom of Information**

Arts Council of Wales may be obliged to disclose information provided by tenderers in response to this brief under the Freedom of Information Act 2000 or subordinate legislation made under this and the Environmental Information Regulations (“The Freedom of Information Legislation”).

Where a Potential Provider identifies information as commercially sensitive, 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 or the EIR. In particular, Arts Council of Wales is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR 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.

The Potential Provider acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Conditions of Contract is NOT confidential Information. Arts Council of Wales shall be responsible for determining in its absolute discretion whether any of the content of the Conditions of Contract is exempt from disclosure in accordance with the provision of the FOIA.

**Canvassing and Non-Collusion**

Except as specifically authorised by Arts Council of Wales, tenderers shall not approach any other tenderer or member of Arts Council of Wales staff with a view to seeking information in respect of any part of their submission or proposals or attempting to support or enhance their prospects of their submission being selected. Any collusion between tenderers, combining of tenderers or transfer of any equity partner, development manager, adviser or subcontractor from one tenderer to another may lead to the exclusion of the tenderers involved at the discretion of Arts Council of Wales.

**Price / Budget**

It is the express responsibility of the tenderer to provide Arts Council of Wales with a suitable price/quotation for the provision and completion of the required service. Arts Council of Wales will therefore not enter into correspondence in relation to budget. We expect all prospective tenderers to provide us with a competitive bid based on the information supplied within this document.

We are happy to negotiate a payment plan which allows for, a 50% payment on the start of the work and 50% on production of the final edit.

**All material issued in connection with this brief shall remain the property of Arts Council of Wales and shall be used only for the purpose of this procurement exercise.**

**Confidentiality**

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

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

* + 1. 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. not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit); and
    3. not undertake any publicity activity within any section of the media.

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:

this is done for the sole purpose of enabling a submission 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

* + 1. 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. 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
    3. the Potential Provider is legally required to make such a disclosure.

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.

**Handover at end of contract**

At the end of the contract, the final payment will only be made following the satisfactory closure or handover of all outstanding issues, including the transfer of all information, records and data etc.

**Environmental Statement**

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.

**Data Protection**

* Due regard must be paid to the confidentiality requirements of the contract and to the Data Protection Act ([www.dataprotection.gov.uk)](http://www.dataprotection.gov.uk)) and the General Data Protection Regulation (“GDPR”).
* 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 1998 and the General Data Protection Regulation (“GDPR”).
* 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.
* 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
* The Contractor at all times will ensure that the undertaking of confidentiality given to 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 research team.
* Where appropriate you would have also obtained consent from any parties appearing in the content, either directly or from an appropriate representative acting on their behalf, and hold a copy of this consent if required
* The Contractor will be responsible for ensuring that any data deposited does not compromise respondent confidentiality.
* The successful contractor will be expected to store personal data securely in a manner, and for a period, to be agreed with the Client.

The Client anticipates that ethical approval will be necessary for this work.  Tenderers are askedto state their policy on confidentiality and ethics and their experience of dealing with confidential data. The successful contractor will be expected to process personal data under the requirements of the Data Protection Act 2018 and hand over all personal data at the end of the contract to the Arts Council of Wales, as part of the general hand over arrangements outlined above.

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

**Protection of children and vulnerable adults**

a. This clause will only apply if in providing the Services you or your business partners or employees will supervise, care for or have significant direct contact with a Vulnerable Person.

b. In this clause, ‘Vulnerable Person’ means:

i. persons under the age of 18; and

ii. people who need or may need community care services because of mental or learning disability, other disability, age or illness, and who are, or may be, unable to take care of themselves or unable to protect themselves against significant harm or exploitation.

c. You must consider all the risks associated with providing the Services and take all reasonable steps to ensure the safety of all Vulnerable Persons, and seek the written consent of the legally authorised carer or guardian of the Vulnerable Person before having any significant direct contact with the Vulnerable Person.

d. Without limiting sub-clause 16(c), you must adopt and carry out a written policy and set of procedures to protect Vulnerable Persons if:

i. you are a company or partnership, or you are an individual who employs other persons; and

ii. in the course of providing the Services, your employees or your contractors supervise, care for or have significant direct contact with Vulnerable Persons.

e. As part of the procedures mentioned in sub-clause 16(d) you must check the backgrounds of and view disclosures from the Disclosure and Barring Service for your potential employees, contractors or volunteers who will, in the course of providing the Services, supervise, care or otherwise have significant direct contact with Vulnerable Persons.

If you are the person having significant direct contact with Vulnerable Persons, you must, prior to any significant direct contact with the Vulnerable Person, offer to his or her legally authorised carer or guardian your consent to having your background checked and disclosures from the Dislosure and Barring Service viewed, should the carer or guardian wish to do so.

f. You must comply with sub-clause 16(e) even if you are not required to do so under any child protection or care standards legislation and even if the work is formal, informal, voluntary or salaried.

g. Arts Council of Wales cannot advise you of your legal obligations in relation to your dealings with Vulnerable Persons, and this clause should not be seen as such. If you have any queries about your obligations, we strongly advise that you seek your own independent legal advice and also contact the National Society for Prevention of Cruelty to Children (www.nspcc.org.uk).

**Insurance**

Arts Council of Wales requires all Potential Providers to provide the following, where appropriate, for each and every claim:

Public Liability £5 million