





# Invitation to tender

## Climate Justice and Nature Connection Consortium - Scoping Exercise

## The Commissioner

#### Arts Council of Wales (ACW)

The Arts Council of Wales is an independent charity, established by Royal Charter in 1994. It is also a Welsh Government Sponsored Body and is the official body that funds and develops the arts in Wales. It is the official distributor of National Lottery arts funding in Wales.

## The Context

In September 2020, Natural Resources Wales and Arts Council of Wales signed a <u>Memorandum of</u> <u>Understanding</u> outlining a shared vision for future partnership working. The purpose of the partnership is to help to cultivate the relationship between the arts and the natural environment, as part of a shared commitment to improve the environmental and cultural well-being of Wales. This partnership has formulated into the Creative Nature Programme, which has delivered two phases of activity in 2022 and 2023-25 including the following:

- Future Wales Fellowship 2022 and 2023-25: A transformational opportunity for 16 artists to create new work that disrupts current thinking about i) food, energy and transport systems in 2022 and ii) connection with nature in 2023-25.
- Plan for Climate Justice and the Arts: The Plan outlines our strategy for delivering against the climate justice principle within ACW's Strategic Framework, including a 10-year Action Plan. It outlines the action we will take to help achieve an arts sector which supports creativity that inspires people to take action for climate justice and an environmentally sustainable and globally responsible arts sector grounded in social justice.
- A Nature strand within ACW's Arts Health & Wellbeing Lottery fund that invites arts organisations to work with health, environmental and higher education institutions to explore the wellbeing benefits of connecting people to nature.
- **NRW's Natur am Byth arts engagement programme** which engages communities with the species that are under threat and connect people to nature to benefit health and wellbeing.
- A series of conversations to draw together individuals within different organisations who have been creating opportunities for artists and creative individuals working on connection to nature. The series will join up the cultural sector, environmental sector and organisations that manage land.

ACW and NRW have set out a transition year for the Creative Nature Programme in 2025-26, which will focus on scoping out the possibility of a 'climate justice and nature connection consortium' of environmental and land manager organisations, and reviewing options for the structure, constitution and funding of the group.

This activity corresponds with the following 2025-26 action in ACW's <u>Plan for Climate Justice and</u> <u>the Arts</u> (p.29):

"Establish a focus group for artists and creative individuals with diverse lived experience, as well as organisations in the cultural sector and environmental sector, and organisations that manage land, to identify:

- opportunities for impactful climate justice and nature collaborations, between the arts and other sectors
- the spaces and resources that could be made available for artists whose work connects to nature and climate justice themes in Wales.
- initiatives for artists and creative individuals to be actively involved in decision making processes related to the climate and nature emergencies at local, national and international levels."

An initial meeting of environmental and land manager organisations exploring the possibility of a 'climate justice and nature connection consortium' in February 2025 suggested the following actions as desirable short to medium term outcomes for the group:

- Create Terms of Reference for the group that outlines its purpose, the rationale for its membership and the processes to bring other voices into the space to shape its work.
- Create a statement of intent linking environmental, land-based and cultural organisations working in Wales
- Explore and pilot ways of collaborating to deliver long-term artist residencies and programmes in Wales, maximising resources across organisations
- Consolidate and share evidence of impact of the arts for the environmental sector. Pull together case studies across sectors, link to Wellbeing of Future Generations goals, commission deep case studies across time, potentially commission an external evaluator, create an online archive of projects
- Create a glossary of terms that helps to advocate for the arts, understanding that language itself is a barrier
- Develop a community of practice to share current and future work, best practice and inspirational international work.

These actions will form the basis of the work for 2025-26.

## This Contract

This invitation to tender is for a Service Provider to undertake the following actions:

- i) design and deliver four meetings of the 'climate justice and nature connection consortium' in 2025-26, and
- ii) deliver a scoping report that explores potential structural models and fundraising models for the work of the consortium beyond 2025-26.

The scoping exercise of the Climate Justice and Nature Connection consortium 2025-26 can be carried out by either an organisation or freelancer(s) with proven experience of fundraising and delivering research or scoping exercises to inform the development of new partnership initiatives. They will need to be able to:

- Develop a robust plan and timeline for delivery of four meetings of the consortium between September 2025 and March 2026 (completion by the 31st of March 2026). The plan will need to be agreed with partners from ACW and NRW.
  - Two meetings will be held in person (September 2025 and January 2026) and two online (November 2025 and March 2026).
  - The service provider will be responsible for organising all aspects of the meeting including venues, catering, speakers, attendee fees for unsalaried participants, programming, accessibility, communication with consortium members. Costs for all of these aspects will need to be included within the service provider's budget. ACW will cover the costs of a Welsh language simultaneous translator for the four meetings and translation of the final report, but the service provider will cover any costs of translation of day-to-day communications with the consortium.
- Through discussion with ACW and NRW and with feedback from Consortium members, agree an approach for involving arts organisations, artists and creative individuals with diverse lived experience within the project.
- The meetings should deliver the following actions which have been suggested as desirable short to medium term outcomes for the group:
  - Create Terms of Reference for the group that outlines its purpose, the rationale for its membership and the processes to bring other voices into the space to shape its work.
  - Create a statement of intent linking environmental, land-based and cultural organisations working in Wales
  - Create a glossary of terms that helps to advocate for the arts, understanding that language itself is a barrier
  - Recommend a model of community of practice to share current and future work, best practice and inspirational international work
- Develop and deliver a report by February 2026, for review by the consortium in the March 2026 meeting, which includes and addresses the following:
  - The consortium's terms of reference and statement of intent

- A glossary of terms that helps to advocate for the role of the arts within environmental action, understanding that language itself is a barrier
- A review of existing arts and environmental programmes in Wales, other UK nations and internationally, identifying successful models which could be adapted or replicated
- Outline a process for consolidating evidence of impact of arts and environment work across organisations in Wales and linking to the Wellbeing of Future Generations goals
- Gather case studies exemplifying the work of consortium members
- Explore how the consortium could work together in future
  - to develop a community of practice to share current and future work, best practice and inspirational international work
  - to explore different ways of collaborating to deliver long-term artist residencies and programmes in Wales, maximising resources across organisations
- Explore and recommend structural model options
- Support the establishment of a collaborative fundraising group to screen funding options and submit applications for the continuation of work beyond March 2026
- Work closely with the Arts Council of Wales and Natural Resources Wales to ensure our wider priorities around <u>equalities and diversity</u> and the <u>Welsh language</u> are addressed and embedded within the project delivery.
- Report to the Portfolio Manager for Climate Justice on a monthly basis by phone/email and/or online meetings as required.
- Present the final report to the Creative Nature Steering Group in March 2025.

## Timetable

The timetable will be agreed in discussion with the Service Provider and Consortium members, but we envision it to be roughly as follows:

- Inception meeting W/c 11 August 2025
- 1<sup>st</sup> Consortium meeting (in person) September 2025
- 2<sup>nd</sup> Consortium meeting (online) November 2025
- 3<sup>rd</sup> Consortium meeting (in person) January 2026
- Report delivered March 2026
- 4<sup>th</sup> Consortium meeting to review report (online) March 2026

## Budget

The value of this contract is up to a maximum of £16,000 (exclusive of VAT). We anticipate that the contract will run from 11 August 2025 until 31 March 2026. The budget must include costs of venues, catering, speakers, attendee fees for unsalaried participants, programming and accessibility as well as Service Provider fees.

# Criteria

Successful bids will provide practical evidence of the following Criteria:

- 1. A robust and realistic proposal that fully meets the Brief above, and shows the capacity to begin the work quickly and to work to meet deadlines.
- 2. Substantial experience of fundraising and of delivering research or scoping exercises to inform the development of new partnership initiatives, including experience of managing relationships with key partners.
- 3. Proven experience of working with the arts to consider the themes of climate justice and connection to nature, and working in a way which improves cultural, environmental, social and economic well-being of Wales in line with the Well-Being of Future Generations Act.
- 4. A strong understanding of Welsh language, Welsh culture and the Welsh arts sector and an ability to deliver services bilingually.
- 5. Experience of managing budgets and the submission of a viable budget proposal for the delivery of the Brief.
- 6. Representing good value for money

Details of the scoring matrix and weighting can be found in the Evaluation section below.

#### Your Tender

We require the submission of a written Tender arranged in the following sections:

- 1. **Proposal:** How you would meet Criteria 1, outlining your approach the delivery of The Brief (above). (Maximum 20 points)
- 2. **Experience:** How you would meet Criteria 2, 3, and 4 demonstrating your previous relevant experience, knowledge and skills. (Maximum 28 points)
- 3. **Budget:** How you would meet Criteria 5 and 6, providing a breakdown of costs outlining daily rates, proposed number of days and details of team members. (Maximum 12 points)

#### Submitting your Tender

Please submit your Tender through Sell2Wales no later than **midday on the 29 July 2025** (the "Deadline"). Considering the following:

- We welcome submissions through the medium of Welsh, English or bilingually there will be no differential treatment to bids received in either language.
- Potential Providers may seek clarification on any of the points contained in the Tender documents at any time prior to the deadline for clarification questions by submitting a question through Sell2Wales.
- When submitting the Tender please ensure that all associated documentation is properly completed and provided with the Tender.
- We will not open any Tenders until after the Deadline has expired; therefore, there is no penalty for returning a Tender early. However, we recommend that the Potential Provider does not submit their Tender prior to the deadline for clarification messages, as important information which could affect their submission could be communicated up to that point.

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

#### Deadline

The Deadline for receipt of submissions is **midday on Tuesday 29 July 2025**. It is the responsibility of Bidders to ensure that their quotation is received no later than the Deadline. Please note any late or incomplete submissions will not be considered.

#### Timetable

3 July 2025
22 July 2025 (midday)
29 July 2025 (midday)
30 July 2025
30 July 2025
6-7 August 2025
7 August 2025
Week of 11 August 2025
11 August 2025 (to be agreed with
contractor)
31 March 2026

#### Queries and Clarifications relating to the Tender

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

Clarification requests can be submitted via the Sell2Wales portal and up until midday 22 July 2025. In order to ensure equality of treatment of Potential Providers, we intend to publish the questions and clarifications raised by Potential Providers together with our responses (but not the source of the questions) through the Sell2Wales portal. The portal will alert Potential Providers of any updates.

Clarification messages will be sent via the Sell2Wales portal.

#### Evaluation

The Tender process is conducted to ensure that Tenders are evaluated in an open and transparent manner. Decisions to award the contract will be made by Arts Council of Wales / Natural Resources Wales and will be based upon an assessment of how well the application meets the Criteria above.

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

We will assess the Potential provider's responses to each of the above Criteria and evaluate as follows:

Score	Criteria to Award Score	
4	The Potential Provider's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements. The response also demonstrates how relevant added value will be provided.	
3	The Potential Provider's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements.	
2	The Potential Provider's response enables the evaluator to have an understanding of how the requirement will be met. The evaluator can identify sufficient evidence that the response given will deliver most of the stated requirements. The response may have either raised a concern, several small issues, or is inconsistent in some aspects.	
1	The Potential Provider's response 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.	

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

	Criteria	Scoring	Weighting
1.	A robust and realistic proposal that fully meets the Brief	20=Excellent	X5
	above, and shows the capacity to begin the work quickly and	15=Good	
	to work to meet deadlines.	10=Average	
		5=Poor	
		0=Very Poor	
2.	Substantial experience of fundraising and of delivering	12=Excellent	X3
	research or scoping exercises to inform the development of	9=Good	
	new partnership initiatives, including experience of managing	6=Average	
	relationships with key partners.	3=Poor	
		0=Very Poor	
3.	Proven experience of working with the arts to consider the	8=Excellent	X2
	themes of climate justice and connection to nature, and	6=Good	
	working in a way which improves cultural, environmental,	4=Average	
	social and economic well-being of Wales in line with the Well-	2=Poor	
	Being of Future Generations Act.	0=Very Poor	
4.	A strong understanding of Welsh language, Welsh culture and	8=Excellent	x2
	the Welsh arts sector and an ability to deliver services	6=Good	
	bilingually.	4=Average	
		2=Poor	
		0=Very Poor	
5.	Experience of managing budgets and the submission of a	8=Excellent	x2
	viable budget proposal for the delivery of the Brief.	6=Good	
		4=Average	
		2=Poor	
		0=Very Poor	
6.	Representing good value for money	4=Excellent	No
		3=Good	weighting
		2=Average	
		1=Poor	
		0=Very Poor	
	Total Maximum Score	60	

The total marks available in the above table includes any applied weighting, as appropriate. Potential Providers must be explicit and comprehensive in keeping the information provided specific to and located within their response to each specified criterion as this will be the single source of information on which responses will be scored and ranked. We reserve the right not to award the Contract to the lowest price Tender or any Tender, reserving also the right to accept the same in whole or in part.

#### Interviews

We anticipate appointing our preferred Provider(s) based on assessment of proposals as outlined above and through an interview. We will invite up to five Potential Providers who score highest to an interview. Times and dates for individual interview slots shall be advised on 30 July 2025 and are scheduled for 6 and 7 August 2025. Interviews will be online and last for no longer than 1 hour.

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

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

ltem	Time allocated
Introductions	5 minutes
Discussion on the role	15 minutes
Questions from the Evaluation Panel	40 minutes

#### Contract Details

There will be a fixed term contract for this work. The contract is due to commence on **11 August 2025** and run unit the **31 March 2026**. All pricing shall be fixed for that period.

- Your proposed budget should include VAT (where appropriate).
- Your quote shall be in accordance with Arts Council of Wales Instructions to Potential Providers (Appendix 1) and the requirements outlined within this Invitation to tender
- Payments will be scheduled as follows:
  - 20% on award of contract
  - o 40% midpoint
  - 40% upon satisfactory completion of contract
- Payments will be made within 30 days from receipt of an undisputed invoice. Payment is by BACS.
- Arts Council of Wales is committed to minimising the effect of its day to day operations on the environment and all our suppliers are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment where possible.

## Subcontracting Arrangements

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

## Handover at End of Contract

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

## Appendix 1: Instructions to Potential Providers

## **GENERAL INSTRUCTIONS**

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

right to deem a response incomplete if a Potential Provider does not submit an attachment in the above named formats without Arts Council of Wales's prior approval.

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

## CONFIDENTIALITY

- Subject to the exceptions referred to in Instruction 2.2, the contents of this ITT are being made available by Arts Council of Wales on condition that Potential Providers shall:
- at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- 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;
- not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- 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 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
- the Potential Provider obtains the prior written consent of Arts Council of Wales in relation to such disclosure, distribution or passing of Information; or
- 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
- the Potential Provider is legally required to make such a disclosure.
- 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.

## DATA PROTECTION AND FREEEDOM OF INFORMATION

- Due regard must be paid to the confidentiality requirements of the contract and to the Data Protection Act 2018 and the UK General Data Protection Regulations ("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 2018 and the UK General Data Protection Regulations ("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 survey subjects is adhered to and that no data are released that could be related to an identifiable individual, without the individual's permission. It must be made clear to participants in their information leaflets and letters, that the only people who will have access to the data will be key members of both the Contractor and the commissioning organisations.
- The Contractor will be responsible for ensuring that any data deposited does not compromise respondent confidentiality.
- The successful contractor will be expected to store completed forms securely in a manner, and for the period of the contract only.
- The Potential Provider will demonstrate understanding and commitment to Diversity and Equality.
- In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FOIA'), Arts Council of Wales may be required to disclose information submitted by the Potential Provider to Arts Council of Wales.
- 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
- Arts Council of Wales is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA and whether the public interest favours disclosure or not. Accordingly, Arts Council of Wales cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed