



Parc Tŷ Glas Llanisien Llanishen Caerdydd Cardiff Cymru Wales CF14 5DU
Epost Email s4c@s4c.co.uk / Gwefan Website s4c.co.uk
Ffôn Phone +44(0)29 2074 7444 / Ffacs Fax +44(0)29 2075 4444

14/07/2008

Invitation to Tender

Welsh Learners' service for S4C Issued: 14th July 2008
Deadline for receipt of applications: 12.00 midday on the
12th August 2008

Tender: Welsh learners' service for S4C.

1.0 Introduction

S4C is inviting tenders for a comprehensive Welsh learners' service which will appeal to learners of all ages, ability and interests.

S4C's offering for the Welsh learners' in its audience has varied over the years. Until 2004, S4C commissioned television programmes tailored to help the viewer to learn Welsh. More recently S4C has developed a primarily on-line service for learners, with additional elements on the text service and a quarterly magazine publication. The aim is to sustain and further develop the high standards already established.

We are looking for ideas that will provide innovative, original and varied ways of offering support to learners linked directly to and extending from the content that S4C broadcasts.

S4C's Strategy places great emphasis on the creation of a high quality service in partnership with suppliers intent on providing creative excellence. In accordance with S4C's policy the contract to provide this service will be offered on the basis of an open and competitive tender process.

This document outlines the steps in the tender process.

2.0 Description of the provision to be tendered

S4C is looking to develop an innovative, entertaining and engaging resource for Welsh language learners.

S4C realises the importance of this target audience whilst acknowledging that they have a wide range of language ability, age interests and motivation. The aim is to attract learners to S4C, offering them a substantial service which is experimental and exciting, and in the process making them fully aware of, helping them understand and enjoy the viewing experience on S4C.

The service should offer an extended package of information and exercises, connected and interweaved with the programmes that S4C broadcast. We expect the service to offer support to viewers so as to enjoy the programme provision on S4C and provide a gateway to access the services.

The provision should continue to acknowledge the WJEC recognised 5 levels of fluency levels for Welsh second language which is Entry, Foundation, Intermediate, Higher and Proficient. It should aim to provide all learners with an opportunity to find out about, practice and improve their Welsh.

The service is expected to be of a very high standard, professionally presented so that the reading and listening elements as well as the exercises are good fun, engaging and interesting experiences for learners of all levels of attainment.

The provision should also include cross media marketing activities and direct marketing initiatives for raising awareness of the resource and introducing it to new Welsh language learners.

Submissions are invited to develop this bilingual service for a 3 year period from the 1st January 2009 until the 31st December 2011. S4C will have an option to extend this by a further 12 months.

3.0 Requirements of the service.

3.1 Editorial and content

The tender responses should offer ideas so as to meet the aims of the service outlined in Section 2, inter-linking the learners' service with the programme output, and outlining the potential to further enhance the service.

The service should be supplemental to and linked directly to suitable and varied content in the programmes broadcast. It is expected that the successful company works with S4C to tailor the service and with the content suppliers so as to source the best content for the target audience. References should be to programme material, participants in programmes and events and issues covered by the programme service. It is expected that the service will make use of clips and material connected with the content that S4C commissions.

The contract would not involve the generation of original TV programmes for Welsh learners, although it is envisaged that some original content will be produced.

A communication framework will be established with S4C to include details about programmes in production, transmission schedule and any other day-to-day or prior information required.

Additional suitable supplementary services should also be considered to maximise the potential of the main service and extend the interactivity and usability of the service. Elements could be extended for use on the S4C Digital Text Service (available on Sky and Freeview) and supplementary publications or electronic media.

The subtitling services in Welsh and English are important tools for Welsh learners. However, this work is not incorporated within this tender.

3.2 Communications and marketing activities

The scope of the agreement includes marketing the service.

This would include marketing across all media, and direct marketing to the target audience – both as groups and individuals. The company will be expected to present a marketing plan which includes specific objectives.

It would also include developing an S4C Welsh learners' network for individuals, group users and other stakeholders, with this information then made available to further market the service.

It would be advantageous to be able to strengthen the collaboration with other stakeholders, establishments such as the Welsh Language Board, Welsh Assembly Government-Education etc. This may also extend to partnerships for developing content.

The service should also be able to target Welsh for Adults providers directly and encourage all Welsh learners to visit the website, take part, and make full use of the services. The activities may also extend to arranging events and workshops (e.g. in Welsh second language schools).

3.3 Guidelines and policies

The services are expected to conform to relevant S4C guidelines and policies available on the S4C Production website, and the following:

'Bilingual Software Guidelines and Standards' published by the Welsh Language Board under the Welsh Language Act 1993.

<http://www.byig-wlb.org.uk/English/publications/Publications/3963.pdf>

Requirements for standards for proficiency - the competency levels on the site should be standardised within the framework attainment levels for Welsh as a Second Language by the Welsh Joint Education Committee (WJEC). More information and guidelines are available on their website - <http://www.wjec.co.uk/index.php?subject=116&level=15>

We would also advise contacting the Technology unit at the Welsh Language Board whilst preparing your submission for additional information.

3.4 Other technical and user considerations

Suitable platforms should be considered for carriage of the service.

The content should be easily navigated, accessible for all users and for those with visual or aural impairment, and meeting requirements in both languages. This should be carried out with learners specifically targeted.

Where websites are developed as part of the services S4C acknowledges the standards outlined in the 'Checklist of Checkpoints for Web Content Accessibility Guidelines 1.0' which can be obtained from the W3C website:

<http://www.w3.org/TR/WAI-WEBCONTENT/full-checklist.html>

Information and assistance should be available to users of the services, and any links associated with it.

Services should be designed so as to accommodate ample materials and content suitable for all levels of users and for all age groups.

Levels of attainment should be directly related to the WJEC (CBAC) standards. The results of any tests on attainment levels should also be directly consistent with the WJEC levels of qualifications.

<http://www.wjec.co.uk/index.php?subject=116&level=15>

Linguistic characteristics dimension, for verbs, and verb forms and syntax sentences, should be suitable for Welsh learners and consistent across the service. Content incorporated within services should reflect linguistic differences between North and South Wales, so that the learning experience is consistent with learners' Welsh classes and with the language used in their local community.

It should be explained in your submission how you would meet these requirements.

3.5 Usability and feedback

There will be an obligation in the agreement to collate and share with S4C research and other data relating to user traffic. This may include an assessment of the uses of the Welsh learners' resource, and collated on the basis of S4C's nominated currency.

In addition S4C may also ask for information and feedback which may be carried out in the form of questionnaires or other similar methods.

4.0 Further Information

4.1 Fee

The service value is considered to be a maximum of £300,000 per annum, and to include all costs.

4.2 Audience research

It is estimated that there are about 70,000 adults in Wales engaged in learning Welsh in different ways or as past learners.

Welsh Assembly Government data estimates that an average of 20,000 adults register annually for courses for Welsh learners – and this has been gradually increasing since 2001.

Educational Statistics show that around 10,000 children register annually for GCSE Welsh second language. Of these, it is estimated that 3,000 will become fluent.

4.3 S4C background information

S4C is a public service broadcaster that airs over 100 hours of Welsh-language programming each week including sport, music, live events, drama, news, documentaries and children's programming. S4C currently broadcasts S4C and the best of Channel 4 on the analogue platform and S4C Digital and S4C2 on the digital platform (the "S4C television services"). S4C also simulcasts most of its content and offers additional services over the internet via the S4C website.

S4C television services are available on terrestrial television, cable, and satellite as well as via the S4C website. S4C regularly reviews and identifies opportunities in order to offer S4C services on other platforms and new platforms in the United Kingdom and beyond.

For further information on S4C, please refer to the Annual Report 2007, available on S4C's website (www.s4c.co.uk) or by contacting:

Viewers' Hotline

S4C

Parc Ty Glas

Llanishen

Cardiff

CF14 5DU

Telephone: 0870 600 4141

4.4 Other information about the tender

4.4.1 Details of the tender timetable are noted in Section 6.

4.4.2 This invitation is subject to the **Contractual and Legal Notes** in **Appendix B** and is open to all companies who believe that they can meet the requirements and criteria included in this invitation. This invitation is not limited to companies of a specific size or in any specific location(s). Companies with

no previous broadcast experience but that have relevant experience (e.g. Welsh learners course providers with experience of creating multi platform content or interactive packages facilities companies) can be a part of any application.

4.4.3 S4C is not duty bound to offer the tender to any company, and there is nothing in this document which would compel S4C to do so. In particular, but without limitation, S4C will have the option of awarding the contract to one company or to split the contract between one or more companies or of not awarding the tender and the contract to any company and of producing the services internally if it is unsatisfied with the quality of the applications or if there is an insufficient response to this invitation to tender.

4.4.4 Each company is required to provide details if it is envisaged that there may be a conflict of interest between individuals involved in the application and S4C staff. This is to enable S4C to assign staff to the tendering processes that have no personal relationship with the applicant.

5.0 Information that should be provided

We request that you provide the following information following the order and headings below. There is no standard format for presenting the remainder of the details but companies are encouraged to avoid expenditure on expensive and overly colourful presentations.

- 5.1 Detailed description of the services offered to meet the requirements set out in Section 2 and 3 of this invitation to tender. You are free to choose the way in which you wish to interpret and realise the tender requirements in terms of content, appearance, language, style, look and feel, and how you intend to demonstrate creative excellence.
- 5.2 Names of key personnel
 - (a) Producer/s or senior manager and main S4C contact
 - (b) Key individuals concerned with content provision and day to day management of the service
 - (c) Key advisors
 - (d) Any other individual whom you consider key to the success of the provision.
- 5.3 A marketing plan for the service.
- 5.4 How you see the relationship between the company and S4C, and the company and the production company being managed in order to ensure the maximum benefit from co-operation.
- 5.5 How will the company manage the S4C brand.
- 5.6 Budget based on the assumptions and details included in **Appendix A – the Financial Notes**. If the application is based on a higher amount than the price noted in **Appendix A**, details of what could be provided for the price should be clearly set out with the additional benefits costed separately.
- 5.7 Broad details about training arrangements linked to the service
- 5.8 Any comments arising out of the **Contractual and Legal Notes** included in **Appendix B** and the draft contract (that will be published on tendering section of the production website on the 25th July 2008).
- 5.9 Any additional benefits or factors.

6.0 Stages and timetable for the tendering process

You are requested to submit your application electronically (including the budget) to:
E-mail: tendr@s4c.co.uk
Applications to be received by **12.00** midday on the **12th August 2008**.

NO SUBMISSIONS WILL BE ACCEPTED AFTER THE CLOSING TIME AND DATE.

S4C accepts no responsibility for the shortcomings of any delivery system or for any lost, delayed or defective applications. It is up to the applicant to ensure that its submission (and all related attachments) is prepared in good time (taking into account the possibility of staff absences or technical failures) and is submitted in advance of the closing date and time. Proof of despatching will not be deemed to be proof of delivery and applicants are advised to seek an acknowledgement of receipt.

The panel will select the shortlist and inform the short listed companies by telephone before the end of the day on the **14th August 2008** inviting them to an interview. S4C will notify the unsuccessful applicants by telephone by the **15th August 2008**.

It is anticipated that the interviews will be held on the **19th or 20th August** in Cardiff.

If a company is successful (and subject to contract), S4C will arrange to contact the company by telephone by the **22nd August 2008**, and notify the other companies interviewed that they were not successful on the same day. If no one is successful, then S4C will notify all the companies interviewed of this, on the same day.

A period of a month will be set aside for any budgetary and contractual matters and it is expected that the final contract will be signed before the end of September 2008.

Subject to contract the pre production period will be operational from the 1st October 2008 in order to launch the new service on the **6th January 2009**.

7.0 Evaluation Factors

A panel of S4C representatives will consider the applications. This panel will consider the details submitted in the application and make a final decision regarding this tender at its discretion.

The final decision as to the successful tender (if any) will be based on the following criteria and the maximum score attributable to each criteria is set out below:

| Assessment Criteria | Maximum Score |
|--|---------------|
| The application's potential and ability to respond to the requirements of this tender | 40 |
| The company's ability and experience of producing and delivering a quality service of this nature. | 25 |
| Value for money for S4C – to include an assessment of the application's worth, effect and potential. | 15 |
| Marketing plan | 10 |
| Business elements and the company's ability to deliver the contract. | 10 |

8.0 Further enquiries or questions

If you have any questions relating to the process please send an e-mail to S4C at tendr@s4c.co.uk in the first instance, and a representative on behalf of S4C will contact you. Please be advised that, in order to ensure fairness to all potential applicants, the answers to all enquiries may be available on the S4C Tenders and Production websites. However the source of the query will not be publicised.

List of appendices

Appendix A – Financial Notes

Appendix B – Contractual and Legal Notes

APPENDIX A

Financial Notes

S4C requires that each application includes a budget outlining the cost of providing the services.

You should prepare the application on the following assumptions:

1. You should include the cost of staffing and running the service for 3 years, and the optional additional 4th year.
2. Any set up costs should be included, if applicable.
3. If the company creates material specifically for the service, it will be necessary to ensure that this cost is unclouded, and that the material is cleared in all media worldwide without further payment. Where this is not possible then any limitations should be noted in the application / budget details.
4. Where the company sources material from S4C's programme suppliers or other third parties, it will be the responsibility of the company to ensure that

the material is cleared on a worldwide basis in all media. All costs associated with using clips and content should be included e.g. clearances of any video or audio material, archive, scripts, published material etc. Again, any limitations should be noted in the application / budget details.

5. The cost of any music licences relating to the full range of services should also be included within the price.
6. You should include the total cost of conforming fully to S4C's Technical Guidelines and the cost of obtaining any material from or delivering the material to S4C or the production company.
7. You should include within the price the cost of design and graphics work in developing the services. This should also allow for developing and updating the services from time to time during the contract period.
8. The costs associated with the marketing plan submitted should be included in the budget.
9. The cost of insuring all work and relating to original production or marketing activity should be included in the budget.
10. Any management fee and administrative costs associated with the services should also be included in the budget submitted.

All copyright and other rights to the services and the products of the services will be the property of S4C. The successful company (if any) will be expected to include in the budget the cost of securing and assigning such rights to S4C.

Each application must include details if there is any possibility of obtaining funding or financial assistance from any other source i.e. if the budget has been prepared on the assumption that a grant may be received.

Please note that it is S4C's responsibility alone to arrange, secure or receive sponsorship towards the service/programmes and no company should submit an application on the assumption or basis that it will be possible for it to secure additional sources of funding (over and above the contract price agreed with S4C) via sponsorship or advertising.

S4C estimates that the cost of producing and delivering the provision to S4C will be a maximum of **£300,000 per annum**. It is envisaged that the main elements would be provided as multiplatform services, with at least $\frac{3}{4}$ of the total budget applicable to this element. Any websites would be hosted by S4C, and the server hosting cost should not be considered as part of the budget.

S4C welcomes applications below the estimated price, but it is not incumbent upon S4C to award the tender and the commission to the applicant offering the lowest price. S4C will also give fair consideration to any application at the estimated price, or even an application higher than the estimated price, provided that such an application offers additional benefits in terms of the quality and nature of the service. If the application is based on a higher amount than the estimated price, details of what could be provided for the estimated price should be clearly set out with the additional benefits costed separately.

APPENDIX B

Contractual and Legal Notes

The contract will be for an initial three year period with an option for S4C to extend for a further year on the same terms. S4C will review the contract and the successful company's performance after the first year and retains the right to terminate the agreement at the end of the first year, following such a review. This review will be in addition to any regular editorial or financial reviews which are provided for in the contract.

S4C's Code of Practice will not apply to this tender. As a result, the successful company (if any) will be contracted on the basis that S4C will own all copyright and other rights in all materials developed or produced as a result of providing the service, including all source codes and computer software as well as all visual materials, soundtracks and other copyright material. In the event that this is not possible due to the fact that certain material will be licensed to the successful company by third party copyright owners, that fact shall be declared (with full details) in the application.

S4C aims to publish a draft contract on the S4C Website on the **25 July 2008**. In the event that a website is to be developed as part of the service, the successful company will also be required to sign a website commissioning agreement and service level agreement in S4C's standard form which is to be found at http://www.s4c.co.uk/production/downloads/e_website_proposal_s4c.doc

S4C will grant the successful company a non exclusive licence to use the S4C brand and any rebrand which is devised for the service. Such licence shall be revocable and granted solely for the purposes of providing the services contemplated by this invitation to tender and by any subsequent contract with the successful company. S4C will expect to control and approve all uses of its brand.

The successful company will be required to comply with the following (amongst others):

- Ofcom Broadcasting Code;
- Health and Safety Legislation;
- S4C's Website Production Guidelines;
- S4C Welsh Language Scheme;
- S4C Technical Requirements;
- Bilingual Software Guidelines and Standards. <http://www.byig-wlb.org.uk/English/publications/Publications/3963.pdf>
- Standards for proficiency (Welsh) <http://www.wjec.co.uk/index.php?subject=116&level=15>
- S4C Guidelines relating to competitions http://www.s4c.co.uk/production/downloads/guidelines/canllawiau_cystadlaethau.pdf

Many of these guidelines are available on the S4C Production website.

Any comments on the draft contract (and if applicable the standard website agreement and service level agreement referred to above) should be included in your application. Otherwise, acceptance of the terms and conditions of this documentation will be assumed.

Notification of comments does not necessarily mean that they are accepted by S4C. S4C reserves the right to amend the contractual documentation after publication once the details of the winning bid are known. If, following the award of the tender, contractual or financial negotiations are not progressing satisfactorily S4C reserves the right to award the tender to an alternative applicant or to re-tender the service.

No Obligation to Award the Contract

Nothing contained in this invitation to tender nor any communication between S4C and an applicant shall constitute a contract for the provision of any service covered by this tender process nor a warranty or a representation that any contract will or may be awarded.

S4C reserves the right

1. to withdraw from and/or abandon and/or defer this tender process at any time;
2. not to award any contract as a result of this tender process;
3. to supplement, revise and/or clarify the terms and conditions of this invitation to tender;
4. to require applicants to clarify their tender responses and/or to provide additional information in relation to them;

Any supplements, revisions and/or clarifications to the terms and conditions of this invitation to tender may be made available to tenderers via the S4C website (www.s4c.co.uk) by clicking on Tenders and following the link. It is the responsibility of tenderers to ensure that they regularly check this link for supplements, revisions and clarifications.

Where S4C makes changes to the tender documents then, to allow time for such amendments to be taken into account S4C may, at its discretion, extend the dates set out in paragraph 6 of this invitation to tender.

No publicity regarding this tender process or the award of any contract is permitted without the prior express written permission of S4C.

Disclaimer

S4C gives no warranty or representation regarding the completeness or accuracy of any information contained in this invitation to tender and any reliance placed on any such information by applicants is at their own risk.

Freedom of Information

S4C is subject to the provisions of the Freedom of Information ("FOI") Act 2000. If any applicant considers that any information supplied by it to S4C pursuant to this invitation is commercially sensitive or confidential in nature, this should be highlighted explicitly and the reasons for its sensitivity set out in full in the application. S4C will take account of this in deciding whether to release the information in response to Freedom of Information Requests. Please note however that identifying information as confidential or commercially sensitive does not guarantee that it will be exempt from disclosure. S4C retains the discretion to decide whether or not particular information is exempt from disclosure.

Data Protection

Applicants authorise S4C to process all information provided as part of their application and confirm that they have obtained all necessary third party consents to enable S4C to do so.

Confidentiality

By submitting a tender, companies agree to keep confidential any information which is disclosed or otherwise made available to them by S4C in any medium whatsoever during or in connection with this tender process.

Tender Costs

S4C will not be liable for any costs incurred in the preparation or submission of the tenders or for those which arise out of any visits or presentations requested by S4C.

Amendments to Tender Documents

S4C reserves the right to make changes to the tender documents. To allow time for such amendments to be taken into account S4C may, at its discretion, extend the dates set out in paragraph 6 of this invitation to tender.

Implications of Transfer of Undertakings (Protection of Employment) Regulations 2006

A service of the type contemplated by this Invitation to Tender is currently being provided to S4C by a third party service provider. Where a business activity is re-tendered, such a transfer may constitute a "transfer of undertaking" or a "service provision change" for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). In broad terms, TUPE provides that where there is a "transfer of an undertaking" and/or a "service provision change" the successful tenderer takes over any employment liabilities and responsibility for the employment contracts of the employees of the current service provider who are primarily assigned to the S4C contract. The successful tenderer must offer those transferring employees the same terms and conditions of service as the previous providers and continued employment with the new provider. S4C does not expect any of S4C's own employees to be the subject of any TUPE transfer. The application of TUPE will always be a matter of law and the applicant will need to consider and take its own advice on the possible application of TUPE. As S4C is not a party to any TUPE Transfer, this will be a matter to be resolved between the outgoing contractor and the successful tenderer.

Governing Law

This invitation to tender shall be governed by the laws of England and Wales and each applicant agrees, by returning a tender response, to submit to the exclusive jurisdiction of the courts of England and Wales.