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

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## **Invitation to Tender for S4C Programme Support Service**

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## **1. Introduction**

S4C is inviting tenders for the Programme Support Service, which offers useful bilingual support material for viewers and users of the channel, mainly on the S4C/Support website. The aim is to provide information which is resourceful and varied on a range of different subjects which will naturally blend in with the content of a number of programmes on S4C which are deemed suitable to require additional support material. On some occasions this information would go hand in hand with a phone-in service (telephone support line or a dial and listen service)

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. The Offer**

We are offering a three year contract to the successful applicant. S4C will review the contract on an annual basis and reserves the right to cancel the contract at any time following such a review. A maximum sum of £60,000 has been allocated for the service as a total over the three years.

## **3. Description of the Provision**

The service should be designed to provide adequate and appropriate content for viewers and users.

It is not intended to reproduce original content for social issues which exists already but to prepare an useful conduit which would result naturally from S4C's programme service.

It is expected that the main part of the service to be on the S4C website, which should be easy to use and to be built using web standards and best practice web accessibility techniques. It is expected that the website would be built as part of the contract with the websites being hosted by S4C, so that the server hosting cost should not be considered as part of the budget.

The content should be easy to read and use and to be available for all users, including people with sensory impairments, and should be fully bilingual.

Where websites are developed as part of the service S4C expects the suppliers to conform to the standards 'Checklist for Web Content Accessibility Guidelines 1.0'. These on the W3C website : <http://www.w3.org/TR/WAI-WEBCONTENT/full-checklist.html> and conform to the S4C Website Production Guidelines

[Website Production Guidelines](#)

Information and help should be available to ensure ease of access in using the website, and any associated links.

It is expected that the recommended contacts are recognised, established and suitable for the service, with thorough research having been carried out beforehand, and to be edited and updated regularly.

It is expected that an average of two new topics per month could be added per month according to S4C's priority.

On occasions, it will be necessary to have additional support available via the telephone or other appropriate means.

The costs for any telephone services should be as little as possible for the user, ensuring that the conditions for use are clear and conform to the Guidelines for Interactivity.

#### Competitions and telephone guidelines.

These guidelines will be updated during January (referred to as Interactive Guidelines).

### **3.1 Types of programmes**

It is envisaged that a number of different subjects originating from programmes, with the emphasis varying between general support in some cases to direct and specific response in other situations.

The programmes will vary from young people's programmes to dramas or documentaries and it is expected that a catalogue of useful resources will be built up to be developed further and updated as necessary.

### **3.2 Communication**

It is expected for the service provider to communicate regularly with S4C officers, and offer guidance to the Presentation Department regarding the promotion of the service, when applicable. They should also liaise directly with content suppliers to ensure that the information supplied is accurate and suitable for the service.

On occasions it will be necessary to repond at short notice to the the needs of the S4C programme schedule

## **4. Submission Details**

Applicants are requested to provide the following information and in the same order as detailed below:

You should describe your vision for the service. and should include:

- 4.1 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.

- 4.2 How you see the relationship between the company and S4C, and the production company being managed in order to ensure the maximum benefit from co-operation.
- 4.3 How will the company manage the S4C brand.
- 4.4 Broad details about training arrangements linked to the service
- 4.5 Any comments arising out of the **Contractual and Legal Notes** included in **Appendix B** and the draft contract (that will be published on the tendering section of the production website on the 27 January 2010).
- 4.6 Description of the arrangements to work with the producers for the period.
- 4.7 Give details of any partnerships or collaborations
- 4.8 Describe your vision for developing the service over the course of the contract period, with emphasis on the editorial, visual, and administration regarding human resources and technical and best value for S4C and its audience.

## **5. Key Personnel**

You should name the key personnel listed below:

- 5.1 Producer/s or senior manager and main S4C contact responsible ensuring the content complies with S4C's Policies and S4C/Ofcom's Compliance Guidelines. The Main contact will also be responsible for business matters and for day to day communication between the partners
- 5.2 Key individuals concerned with content provision
- 5.3 Key advisors.
- 5.4 Any other individual whom you consider key to the success of the provision

## **6. Financial Details**

You are asked to provide a budget based on the financial notes included in **Appendix A**. 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.,

**Please note (and for the avoidance of doubt), S4C will have the option of awarding the commission to deliver these services either to one applicant or to share the commission between two or more applicants (or not to offer the tender to any applicant).**

## 7. Stages and timetable for the Tendering Process

### **Stage 1**

You are requested to send your submission electronically (including the budget) to:

E-mail address

[tendr@s4c.co.uk](mailto:tendr@s4c.co.uk)

Applications to be received by

**12:00 midday Wednesday 10  
February 2010**

**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 dispatching will not be deemed to be proof of delivery and applicants are advised to seek an acknowledgement of receipt.

Please note that 20Mb is the maximum e-mail size that S4C can accept and permissible file formats are Word, Excel, PDF and Jpeg. These file formats are acceptable as Zip files. Companies should be aware that their own ISP (Internet Service Provider) may impose lower limits on the maximum e-mail capacity and as such are advised to check the size limit with their own ISP or IT department well in advance of dispatch and deadline.

A panel of S4C representatives will assess the applications, taking into consideration the track record of the applicants in dealing with S4C and their experience in working with third parties in the past, and will select a shortlist for Stage 2 in keeping with the commissioning factors. S4C will inform the shortlisted applicants before the end of the day on **Friday 12 February 2010**. S4C will notify the unsuccessful applicants on the same day.

### **Stage 2**

The shortlisted Applicants will be invited to a first interview at S4C on **Wednesday 17 February 2010**.

All applicants who are invited for interview will be expected to give a presentation up to 20 minutes to support your submission. If an applicant is successful following Stage 2 (and subject to contract), S4C will notify the applicant by the end of the day on **Monday 22 February 2010** and notify the other applicants interviewed that they were not successful on the same day.

<b>Stage</b>	<b>Date</b>
Closing Date	Wednesday 10 February 2010
Publication of shortlist	Friday 12 February 2010
Interviews	Wednesday 17 February 2010
Announcement	Monday 22 February 2010

## 8. Commissioning Factors

A panel made up of S4C representatives will assess the submissions. This panel will consider the full details included in the submissions and any additional information or points of clarification gleaned during the interview(s) or as part of Stage 3, and shall to make a final decision regarding this tender at its own absolute 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 illustrated below:

### ASSESSMENT TABLE

<b>Provisions for different Events</b>	<b>Score</b>	<b>Assessment Factors</b>
Material for use on the web 35% Quality of website offered 20% Other material 15% Content quality 15% Broader vision 15%	45%	Editorial content, innovation, the standard and originality of ideas Fast response time Standard of language used.
<b>Track Record of Applicant</b>  Experience and track record of staff and key personnel of submission ensuring content of the highest standard and in clear Welsh and English.	35%	<b>Relevant Areas</b>  Production of appropriate material. Arrange staffing for special events/ programmes. Clear communications Flexibility Ability to carry out effective research.
<b>Business and Budgetary Matters</b>  Experience, track record of staff and key personnel of the submission	20%	<b>Relevant Areas</b>  S4C/Ofcom's compliance and policies, codes and regulations Administrative and managing content. Best use of budget Best value to S4C

## **9. 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](mailto: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 Production website. However the source of the query will not be publicised. This will be reviewed should the enquiry be commercially confidential. It will not be possible to deal with any queries after **Thursday February 4 2010.**

### **Please note**

This invitation is subject to the Legal Notes in **Appendix B** and is open to all applicants who believe that they can meet the requirements and criteria included in this invitation, subject only to the financial constraints in this invitation. In particular this invitation is not limited to companies of a specific size or in any specific location(s). Applicants with no previous television experience but that have relevant experience (e.g. of producing multi platform or interactive packages or is a facility company) can be a part of any application.

Ultimately, S4C is not duty bound to offer the tender to any applicant, 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 tender and the commission either to one company or to share the commission between two or more companies, if it is unsatisfied with the quality of the applications or if there is an insufficient response to this invitation to tender.

Each applicant is required to provide details if there is any possibility there may be a conflict of interest between individuals involved in the application and any member of S4C's staff, to enable S4C to assign staff to the process who have no personal relationship with the application.

### **List of Appendices**

**Appendix A – Financial Notes**

**Appendix B – Legal Notes**

## **APPENDIX A**

### **Financial Notes**

S4C expects every application to include a budget which should reflect the cost of providing the service.

1. You should include the cost of staffing and running the service for 3 years.
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

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**

### **Legal Notes**

#### **1. No Obligation to Offer the Contract**

Nothing contained in this Invitation to Tender (ITT) nor any communication between S4C and an applicant regarding the tendering process or the tender response 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 to withdraw from and/or abandon and/or defer this tender process at any time, not to award any contract as a result of this tender process, to supplement, revise and/or clarify the terms and conditions of this ITT and/or to require applicants to clarify their tender responses and/or to provide additional information in relation thereto.

#### **2. Conflict of Interest**

Applicants are 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 ensure that it assigns staff to the tender process that have no personal relationship with any application.

#### **3. Draft Agreement**

S4C will contract the successful applicant in the form of its standard agreement. However, S4C reserves the right to vary and amend the standard agreement in any way it feels necessary.

S4C and the successful applicant will be the only parties to the contract.

#### **4. Codes of Practice and Guidelines**

The successful applicant will be required to comply with the following codes of practice, legislation and guidelines (amongst others):

- Ofcom Broadcasting Code;
- Health and Safety Legislation;
- S4C Child Protection Policy;
- S4C Welsh Language Schemes;
- S4C Technical Requirements;
- S4C Website Production Guidelines 2008
- S4C's Commitment to Diversity;

Each applicant should include the cost of complying with the above within the application. Most of these guidelines are available on the [S4C Production Website](#).

## **5. 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 tender response. S4C will consider this when deciding whether to release information in response to FOI requests. However, applicants must accept that S4C will release such information if it receives legal advice to do so in order to conform with the FOI Act. S4C retains the discretion to decide whether or not particular information is exempt from disclosure.

## **6. Data Protection**

By submitting a tender response applicants authorise S4C to process all personal information provided as part of the tender response in accordance with the Data Protection Act 1998 and confirm that they have obtained all necessary third party consents to enable S4C to do so.

## **7. Confidentiality**

By submitting a tender response, applicants 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. Applicants shall not to use such information for any purpose other than the preparation of the tender response and shall not to disclose such information to any person other than in confidence and on a need to know basis to those persons who are directly involved in the preparation of the tender response. Such obligations of confidentiality shall not apply to documents already in the public domain at the time it is disclosed or made available to them by S4C.

## **8. Disclaimer**

S4C gives no warranty or representation regarding the completeness or accuracy of any information contained in this ITT and any reliance placed on any such information by you is at your own risk

## **9. S4C Brand Requirements**

Use of the S4C brand will be licensed to the successful Applicant for the period of the contract. The applicant will be required to act in accordance with the S4C Brand Guidelines available on the S4C website.

## **10. Tender Costs**

Each applicant shall be responsible for its own costs and expenses incurred in connection with this tender process. S4C will not under any circumstances contribute towards any such costs and expenses.

## **11. Amendments to Tender Documents**

S4C reserves the right to make changes to the tender documents prior to the deadline set out in part 7 of the ITT above. To allow time for such amendment to be taken into account S4C may, at its discretion, extend the dates set out in Part 7 of the ITT.

## **12. Copyright**

S4C owns the copyright in the ITT and any other materials issued or made available by S4C. Applicants are not permitted to copy, reproduce, use or issue copies of the ITT or such materials (or any part thereof) other than as and to the extent strictly required for the preparation and submission of their tender responses.

## **13. Non-Collusion**

By submitting a response to this ITT, each applicant certifies that:

1. the tender response is bona fide and intended to be competitive;
2. the applicant has not fixed or adjusted the response by or under or in accordance with any agreement or arrangement with any other person (other than, in the case of a consortium, the other consortium members) or required any other Applicant to do the same; and
3. the applicant has not communicated to any person other than S4C the amount or approximate budget or price of the tender response, except where the disclosure, in confidence, was necessary to obtain insurance premium or other quotations required for the preparation of the tender response.

## **14. Governing Law**

This ITT 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.