



Llywodraeth Cymru
Welsh Government

**MINI COMPETITION SPECIFICATION FOR: Recycling and Resource Efficiency
Campaign 2022-2025
CONTRACT Ref: C482/2021/2022**

ISSUED UNDER: Integrated Campaigns and PR Framework NPS-CS-107-20

Please refer to the Welsh Government Procurement Privacy Notice at:

<https://gov.wales/welsh-government-procurement-privacy-notice>

to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

1. Instructions to Bidders:

This Invitation to Quote Document (ITQ) has been prepared on behalf of the Welsh Ministers, herein after referred to as 'the Client', in order to establish a contract for **Recycling and Resource Efficiency Campaign 2022-2025**.

The successful bidder must agree to the Terms and Conditions for **The Integrated Campaigns and PR Framework NPS-CS-107-20** as well as the contract specific terms detailed within this document.

Quotes may be received in Welsh or English. Any quote submitted in Welsh will not be treated less favourably than a quote submitted in English. All subsequent correspondence / communications will be conducted in keeping with the language of the submitted quote.

Submissions will be evaluated and scored against the criteria in Section 15 and Annex 1 of this document. The Client may contact Bidders if necessary to clarify submissions throughout the quotation process.

Only one quote will be accepted from each Bidder. Multiple variants will not be accepted.

In so far as it is compatible with any relevant laws, the Client reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the contract or to reject any or all Quotes. In no circumstances will the Client incur any liability in respect of the foregoing.

Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope

of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

Each Bidder shall be solely responsible for all the costs it incurs in the preparation and submission of its Bid up to and including the award of any contract by the Client. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. The Client shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process, and in this respect, the Bidder shall have no recourse to the Client.

Except for manifest error or as may otherwise be expressly agreed by both the Client and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by the Client for a period of one hundred and eighty days (180) days. Therefore, Bidders are cautioned to verify their proposals before submission to the Client. The Client reserves the right, at their absolute discretion not to accept any Bid submitted in response to this ITT.

Prior to submitting its Bid, the Bidder is responsible for ensuring that all proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this procurement.

The Client intends to conduct this procurement using the Bravo Solution etenderwales portal: - <https://etenderwales.bravosolution.co.uk/web/login.shtml>

Bravo Solution has overall responsibility for any technical queries including:

- access to the Bravo Solution e-tenderwales portal,
- access to the online version of this ITT and technical parameter documents via the Portal; and system advice and guidance

Bravo Solution can be contacted on 0800 368 4850 or by e-mail to help@bravosolution.co.uk.

Any queries / clarifications relating to the Bid should be directed via the message portal. Once a Bidder raises any queries, the Client's responses will be posted via the message portal within the e-tenderwales system. Please note that Bidders can raise clarifications on the content of this ITQ until:

17:00 on 01/12/2022

Bidders must submit their Bid Responses via the e-tenderwales system which must be submitted before:

14:00 on 09/12/2022

Late clarifications and/or Bids submitted after the deadline may, at the Client's discretion, be discounted from further consideration.

Bidders should read the instructions within this ITQ, and any instructions provided on the etenderwales portal before submitting a Bid Response to this ITQ. Failure to comply with these requirements for completion and submission of the Bid Response may result in the

rejection of the Bid Response. Bidders are therefore advised to acquaint themselves fully with the instructions and conditions set out in this ITQ.

The Client requires adherence to all instructions and conditions within this ITQ from each of the Bidders and the participation in the tender process by each of bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.

Bidder responses to questions in the technical questionnaire must comply with the Word count where specified. **Please note that information provided outside of the scope of the word count will be disregarded.**

Bidders should respond as follows on the etenderwales portal:

Complete the Technical Response:

Before completing the Technical Response, the Bidder must download and complete the Technical Response Template. The Template must be completed and re-uploaded to the Technical Response.

Complete the Commercial Response:

Before completing the Commercial Response, the Bidder must download and complete the Pricing Schedule. The Schedule must be completed and re-uploaded to the Commercial Response.

Prices must be stated in Sterling (GBP) and be **exclusive of VAT.**

Unless required specifically to do so, Bidders are not required to submit any other information. **Please note that additional information that was not requested will be disregarded.**

To constitute a bona fide Bid Response, it is essential that all information requested is duly completed and returned. Any details not provided, fully completed, or saved to the incorrect response envelope may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Bid Response being rejected at the absolute discretion of the Client.

If any of the information supplied in the Bid Response documents changes in the ensuing evaluation period, or thereafter, Bidders must provide the Client promptly with full details in writing of the relevant changes.

If after viewing the ITQ package a Bidder decides not to submit a Bid, the Client would be grateful if the Bidder would supply reasons for not responding to this ITQ through the relevant area on the portal.

Tendering Support – you may find it helpful to contact your regional business advisory network to seek general advice and guidance if you are considering tendering for this and future public sector contracts.

Potential Bidders in Wales can access services at:

<http://business.wales.gov.uk/growing-business/welsh-government-support-1/supplier-development-service-0>

The deadline for final submission of quotations is 14:00 on the 09/12/2022.

2. Background / Aims / Objectives:

Background:

The Extended Producer Responsibility (EPR) programme in Welsh Government is making changes to the way in which resources are managed within the economy, including:

- **Businesses, the public sector and third sector organisations** ¹reforms to legally require those sectors to change how they manage their waste by separating out material for recycling (Autumn 2023)
- A **deposit return scheme** on drinks containers will be introduced (2024)
- **Extended Producer Responsibility schemes** to ensure producers pay the full lifecycle cost for the products and materials they produce, beginning with packaging material
- **Flexible plastic films** will be added to the list of items that can be recycled from homes and businesses (2024)

For the first of these changes, the Welsh Government is introducing legislation to increase the quality and quality of recycling from **businesses, the public sector and third sector organisations**. The intention is for changes to come into effect from 1 October 2023. **This date may be subject to change depending on the outcome of the consultation and required notification and legislative processes.**

These regulations are delivering against three Welsh Government Programme for Government commitments: to build a stronger, greener economy as we make maximum programme towards decarbonisation; to embed our response to the climate and nature emergency in everything we do; and to build an economy based on the principles of fair work, sustainability and the industries and services of the future.

The programme is also responsible for delivering the specific commitment to introduce an Extended Producer Responsibility (EPR) scheme to incentivise waste reduction by businesses. The high municipal recycling rate in Wales already contributes savings of over 400,000 tonnes of CO₂ emissions per annum. It is estimated these changes will result over 10 years in a reduction in emissions of 3.2million tonnes CO₂ equivalent and an additional 3.8 million tonnes of recyclate over the baseline (do nothing). The changes to business and public sector recycling, which seek to apply the best practice from the progress made already in Wales on household recycling are a key part of our decarbonisation delivery.

As well as contributing to waste reduction and carbon savings, importantly the changes will also provide the materials necessary to drive progress to a circular economy² which is a crucial component if we are to achieve net zero. Moving to a circular economy will allow us

¹ Annex 2 – List of premises affected.

² [Beyond recycling | GOV.WALES](#)

to keep materials within the Welsh economy, avoid waste in all forms and reduce reliance on raw materials from overseas, thereby increasing resilience.

There are three sets of proposed regulations that will set out:

- 1) The separation requirements (the subject of the code) (“the separation regulations”), specifically to:
 - Require the occupiers of non-domestic premises (including businesses, charities and public sector bodies) to present specified recyclable materials for collection separately from each other and separate from residual waste;
 - Require those that collect the specified recyclable materials to collect them separately from other recyclable materials; and
 - Require those separately collected recyclable materials to be kept separate and not mixed;
 - Provide for civil sanctions to be available in relation to criminal offences associated with these requirements
- 2) Incineration and landfill bans, specifically to:
 - Ban specified separately collected recyclable materials from non-domestic and domestic premises from incineration and landfill;
 - Ban all wood waste from non-domestic and domestic premises to landfill; and
 - Provide for civil sanctions to be available in relation to criminal offences associated with these requirements.
- 3) A ban on the disposal of food waste to sewer, specifically to:
 - Commence a ban on disposal of food waste to sewer from non-domestic premises; and
 - Provide for civil sanctions to be available in relation to criminal offences associated with these requirements.

Recyclable materials to be covered by the separation requirements:

Occupiers of non-domestic premises, including businesses, the public sector and charities, have a duty, when they present waste for collection, to ensure that each type of specified recyclable waste material is presented for collection in separate recyclable waste streams, separately from other types of waste or other substances or articles.

Those collecting, or arranging for collection of one or more of the specified recyclable waste materials have a duty to collect, or arrange for collection of, the separate recyclable waste streams separately (i.e. not to mix a stream with any other waste stream) and from other types of waste or other substances or articles.

Those who collect, receive, keep, treat or transport waste must not mix the separately collected recyclable waste streams with any other recyclable waste stream or with other types of waste or other substances or articles.

The recyclable materials³ specified to be presented separately for collection, collected separately, and kept separate post collection when the regulations come into force initially are:

- i) food produced by premises producing more than 5kg of food waste a week;
- ii) paper and card;
- iii) glass;
- iv) metal, plastic, and cartons and other fibre-plastic composite packaging of a similar composition;
- v) unsold small waste electrical and electronic equipment (sWEEE); and
- vi) unsold textiles.

sWEEE and Textiles

It is intended that the separation and collection requirements for sWEEE and textiles from non-domestic premises are phased in up to two and up to three years respectively, after the coming into force date of 1 October 2023.

The intention is that the proposed bans on separately collected sWEEE from all premises going to incineration and landfill will commence as originally planned when the regulations come into force. Though we do not intend to require non-domestic premises to separate out all sWEEE initially, there will be instances where this material is collected separately through other routes (e.g., household recycling centres). The intended ban will therefore ensure that where sWEEE is separately collected it will go to recycling as a minimum, rather than incineration or landfill.

It is also intended that the proposed ban on separately collected textiles from all premises going to landfill will commence as originally planned, i.e., when the regulations come into force.

³ Annex 3 - Additional detail on the waste streams

Summary of proposals regarding specified separately collected recyclable materials:

Separate collection from 1 st October 2023 ^{^*}	Ban on incineration from 1 st October 2023 ^{**}	Ban on Landfill from 1 st October 2023
Unsold small waste electrical and electronic equipment (sWEEE)	Unsold small waste electrical and electronic equipment (sWEEE)	Unsold small waste electrical and electronic equipment (sWEEE)
Unsold textiles	Unsold textiles	Unsold textiles
	All other small waste electrical and electronic equipment (sWEEE)	All other small waste electrical and electronic equipment (sWEEE)
		All other textiles

[^] *policy intention to include all other small waste electrical and electronic equipment (sWEEE) within 2 years*

^{*} *policy intention to include all other textiles within 3 years*

^{**} *policy intention to include all other textiles in future*

In addition, there are complementary bans on the disposal of food waste to sewer from non-domestic premises and bans on specified separate recyclable waste streams going to incineration plants and landfills.

Hospitals will have an additional two-years to comply from 1 October 2023 to reflect the additional complexity of bringing the regulations into force in wards and operating theatres. The ban on sending food waste to sewer will apply to hospitals from day one of the regulations coming into force.

The introduction of the **flexible plastic film collection** from people's homes and businesses alongside other recycling materials is likely to be introduced in 2024. As the policy is under development the campaign requirements for this element will be given to the successful contractor in 2023/24.

The **deposit return scheme** will allow people to return items such as glass and plastic bottles in return for credit/money. This will either be through collection from people's homes alongside other waste at the kerbside, by using reverse vending machines or local participating businesses. Innovative, digital solutions have been trialled in Conwy and Welshpool. The intention is that the final scheme will be rolled out across Wales in 2024. As the policy is under development the campaign requirements for this element will be given to the successful contractor in 2023/24.

For the purposes of this specification, we will be focusing on the business and public sector recycling campaign and requirements as the immediate priority.

Strategic objectives of the businesses, the public sector and third sector organisation changes:

The aim is to improve the quantity and quality of material collected from businesses, the public sector and third sector organisations in Wales so that it can be recycled and, in doing so:

- deliver a significant contribution to reducing CO2 emissions to tackle the climate emergency
- build supply chain resilience in Wales, with reused materials going back into the economy and reducing our reliance on raw materials from overseas, thereby also helping to tackle the global biodiversity crisis
- reduce waste in all forms, including material being sent overseas for treatment through the generation of higher quality recyclate
- provide additional green jobs and investment in the Welsh economy and help it to be competitive in a decarbonising global economy
- reduce pollution in Wales

This is just one of the measures that the Welsh Government is taking to address the climate and nature emergency.

Communications objectives:

- To deliver a national information campaign to ensure the impacted businesses, the public sector and third sector organisations are aware (target of 80%) of the legal changes to how they manage their waste from Autumn 2023.
- To ensure 80% of the businesses, the public sector and third sector organisations are ready for the change and understand what they need to do to comply by Autumn 2023.
- To increase support amongst the target audiences by 40% of the changes through pre and post campaign tracking.

Target audience:

Primary:

‘Occupiers’ of non-domestic premises which includes:

- All businesses
- All charities and third sector
- The Public sector – education, prisons, national and local government etc
- Waste industry and representative bodies

Secondary:

- Public - to support the occupiers of non-domestic premises and the waste industry in their implementation efforts.

Aims:

The aim of this specification is to appoint a supplier via the NPS Integrated Marketing Campaigns and PR Framework - NPS-CS-107-20 to deliver the Recycling and Resource Efficiency campaign 2022-2025.

We are also looking for the successful supplier to measure and evaluate the success of the campaign which will be incorporated into the programme key performance indicators.

For the business and public sector recycling campaign we are also looking for the agency to work with key partners including Waste and Resources Action Programme (WRAP) who can support with case studies and Natural Resources Wales (NRW) who are the regulators on the development of the campaign.

3. Requirement:

There are two key priorities for the businesses, the public sector and third sector organisations recycling campaign:

- Ensuring businesses, the public sector and third sector organisations are ready to implement the changes; and
- Building support amongst the public.

The Client is seeking to appoint an agency to deliver the three-year integrated campaign starting initially with the recycling changes for businesses, the public sector and third sector organisations. Other campaign objectives and phases will be developed alongside the wider policy changes and timetable. This campaign forms part of a wider portfolio of climate change programmes and campaigns being delivered by Welsh Government and partners.

The initial campaign can be implemented across phases to complement the legislative timetable. The timetable for the legislative changes is:

- November 2022 - February 2023: Consultation on the enforcement and sanctions
- May 2023: Regulations laid
- 1 October 2023: Law comes into effect

Research and testing will be needed of the campaign messages, creative and impact. You will need to provide a breakdown of how you would do this.

The appointed agency will be required to devise and deliver detailed paid, earned and shared media channel plans.

The agency will be required to develop a suite of marketing toolkits for messengers to share through their own channels and networks.

4. WRAP case studies and guidance:

WRAP⁴ will provide the procured agency with support through developing good practice case studies and providing access to downloadable materials such as standardised signage for recycling bins. More details on what they will offer will be provided to the successful contractor.

To complement this, the successful contractor will still be expected to source wider case studies that can be used as part of the campaign. For example, we would want examples

⁴ [WRAP Cymru - Circular Economy & Resource Efficiency Experts](#)

of businesses, the public sector and third sector organisations who are already doing this type of recycling and seeing the benefits. For businesses, we would want to highlight how this has improved productivity, resources efficiency and often reduced costs (e.g., by turning a waste stream into a revenue) and will help build their competitiveness and resilience.

5. Insight into potential barriers:

The following potential themes have been identified from: <https://gov.wales/increasing-recycling-businesses> on how we can increase recycling in businesses, identifying the variation in perceived barriers and implementation:

- Lack of space for bins
- Cost and effort for bin separation
- Cost to Local Authorities in terms of new vehicles and sorting/processing facilities
- Potential confusion over recycle separation
- Health board concern of lack of space on wards for recycle separation
- Perceived lack of market for certain recycle
- Visually unappealing
- Tight timeframe for the transition period
- Issues for the farming community
- Local Authority enforcement concerns

6. Budget:

A budget of £2.450m is available for the life of the three-year contract (including VAT where non-recoverable).

Please note that annual budgets will run by financial year (i.e. beginning April to end March) with a minimum and maximum anticipated value per year. **You are invited to bid for the maximum values detailed below. However, the current anticipated value for Year 1 is £500k.**

Year 1 (2022/23) – Anticipated value: £500K ex VAT.

Year 2 (2023/24) – Anticipated value: £950K ex VAT.

Year 3 (2024/25) – Anticipated value: £1m ex VAT.

The contract will be awarded for 3 years. However, tenderers should be aware that the budget and timeline information is for indicative purposes only and that the client seeks to award the contract on the basis of the contract award criteria and best overall value. **Costs in excess of this budget will not be considered.**

7. Monitoring:

Client's Contact Point

The Contract Managers for the Client will be Rhian Power and Hannah Davies.

The Contract Managers will be the point of contact during the course of the contract. They may elect to meet a named representative of the successful bidder as and when

necessary to discuss any issues which may have arisen during the provision of the service.

In the event of non-compliance with the Specification, the following procedure will be followed:

- notification of complaint and requirement to comply.
- notification of unacceptable practices and/or substantial non-compliance to the Specification of the services.
- Recourse to the conditions of contract.

8. Duration of Contract:

Start date: January 2023

End Date: November 2025

9. Welsh Language Requirements:

Welsh Language Standards:

The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the "Measure") makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.

The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at

<https://gov.wales/welsh-language-commissioners-compliance-notice>

As the successful bidder will be providing the services on the Welsh Ministers' behalf, it must comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.

The Service Delivery Standards which currently apply to the Services are listed below. The Client will notify the successful bidder of any changes to the Service Delivery Standards with which the Services must comply.

The successful bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under this Framework.

The relevant standards in relation to this Contract are:

	Service Provided	Relevant Standards
1	Publicity and Advertising	37*
2	Displaying material in public	38*
3	Websites and online services	52,55,56,57*
4	Social media	58,59*

5	Signage	61,62,63*
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Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (a copy of which is attached).

<https://gov.wales/compliance-welsh-language-standards>

https://llyw.cymru/cydymffurfiaeth-safonaur-gymraeg?_ga=2.155581691.1152816101.1612971102-40484522.1612971102

10. Bidders Liability:

The Client is willing to limit the successful Bidder's liability for the purposes of and in accordance with Condition 33 (Limitation of Liability) of the NPS Integrated Campaigns and PR Framework Welsh Government's Standard Conditions for Services to a maximum of £5,000,000.

11. Insurance:

The Bidder must maintain the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:

Professional Indemnity: £5,000,000

Public Liability including Products Liability: £5,000,000

Employers Liability Insurance: £5,000,000

12. Intellectual Property Rights ("IPR"):

The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Section 39 (Intellectual Property) of the Framework Agreement.

If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.

If in delivering the Services, the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third-party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third-party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided the Client on request.

13. Personal Data:

Provision of the Services will not require the processing of any personal data on behalf of the Client. If the Bidder considers that processing of personal data on behalf of the Client will be required, the Bidder must provide details in its tender.

If during the Contract Period, processing of personal data on behalf of the Client is required in accordance with the applicable Welsh Government Standard Conditions for Services the Bidder must notify the Client so that provision for compliance with the General Data Protection Regulations 2016/679 can be made.

14. Security:

In providing the Services the successful Bidder (and its sub contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all Successful Bidders, sub-contractors, and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 11 specifies how the Client's information assets must be handled. Compliance with this paragraph 11 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g., the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).

A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.

Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager at the earliest opportunity.

The OFFICIAL–SENSITIVE marking must be retained on all Welsh Government information which is marked as such. Seek guidance from the Client's Contract Manager for new information being created as part of the Contract.

The successful Bidder must demonstrate that they can meet the technical requirements prescribed by their chosen scheme (e.g., Cyber Essentials / Cyber Essentials Plus / ISO27001). The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise sensitive data is to be processed by the successful Bidder. Further Information can be found at:

<https://www.cyberstreetwise.com/cyberessentials/>

Where Cyber Essentials plus is required, the supplier needs to cover the end-to-end process of data collection and processing, in particular this should also include any IT equipment in the field and/or home working.

Written confirmation of valid certification will be required every 6 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.

If any information is stored or processed on equipment other than that owned by the successful Bidder, then assurance must be provided that consortium members and

subcontractors also comply with Cyber Essentials / Cyber Essentials Plus / ISO27001 or other recognised third-party standards when processing the information needed to carry out the Contract.

Where any work is subcontracted, you will need to document how you will implement the data security requirements set out in the specification and the Terms and Conditions between yourself and any subcontractor(s).

Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:

- is not a company asset; or
- the configuration of the equipment is outside company control.
- it is used by those not employed by the company e.g., a sole trader who allows their 'work' laptop to be used by other family members

The risk being that Welsh Government information could be accessed by those not authorised to see it.

Data created under the Contract must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.

If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.

All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.

All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g., laptops, must be encrypted (minimum FIPS 140-2 / AES 256).

Information rest on servers/individual computers must be encrypted (minimum FIPS140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g., a data centre with access control measures, alarmed, arrangements for 24 hours security guards.

An independent IT Health Check undertaken by qualified personnel (e.g., those listed on the CHECK, Tiger, or CREST schemes) must be completed prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change, and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.

Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Bidder staff and subcontractors who have received suitable training can be

given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client's Contract Manager on request.

If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.

The information processed or collected in accordance with the Contract must be disposed of within 6 weeks of the end of the contract. This includes any information stored on servers, mobile devices or other storage media including [CDs or DVDs, other removable media, hard copy [paper] or hard drives]. The successful Bidder must confirm in writing when this has been done.

The information collected in accordance with the Contract remains the property of the Client.

Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.

If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g., by means of envelope / file / briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.

Any hardcopy data collected in connection with the Contract must be disposed of within 6 weeks of the end of the Contract. The successful Bidder must confirm in writing when this has been done.

The successful Bidder's processes must make it easy for its staff and subcontractors to follow the rules (e.g., clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance, and facilities for proper disposal etc.).

The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity, nationality/immigration status, unspent criminal convictions, and employment history.

If the successful Bidder requires for its staff and subcontractors, frequent and unescorted access to the premises of the Client, or where such personnel have access to restricted information, or proximity to public figures, then all such personnel must satisfy the security requirements of the Client by completing a security vetting questionnaire. No such personnel will be issued security passes until they have obtained the required security clearance. Until then, they will be issued with a temporary pass and will have to be escorted by a member of staff each and every time they have access to the premises.

The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract (NB DBS checks are not required for persons with access to information as opposed to face-to-face contact). Evidence that these checks have been performed should be presented to the Client once they have been completed and prior to any contact.

The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.

All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.

On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.

15. Contract Award Evaluation Criteria:

The contract will be awarded to the most economically advantageous quote in terms of value for money on the basis of the following criteria, which are listed in order of importance including the weighting applicable to each criterion.

Please note that Suppliers will be required to obtain a minimum score of 60% or above for each of the four technical criteria listed below. Failure to achieve this threshold score will result in the supplier progressing no further in the evaluation process.

Please note your submitted quote should be inclusive of all envisaged costs in order to undertake the service / deliver the goods, including Travel and Subsistence (T&S). Please see HMRC (www.gov.uk) guidance when calculating T&S costs.

Evaluation Criteria	Weighting
1. Evidence your approach to the campaign planning, strategy and insight to meet the Client requirements, aims and objectives	40%
2. Evidence of campaign delivery to meet the creative requirements including targeting, bilingual creatives, channels and evaluation	30%
3. Understanding of, and ability to meet, project timetable. Details of staff roles, task allocation, including personnel proposed for this contract in terms of expertise, skills and time allocated to the project.	20%
4. Costs	10%

16. Financial Standing & Resources:

The Client wishes to ensure that bidders have the necessary financial standing and resources to meet their obligations throughout the duration of this contract. This may include (where appropriate) considering your level of existing work commitments and the potential impact on resources that awarding a contract would have.

In deciding to quote, you should also be aware and take in consideration the risks of becoming over reliant on the Client's business, or indeed that of any customer. In doing so, you should take into account earnings from any other work undertaken for the Client as well as potential earnings from this contract.

17. Freedom of Information:

The Client is a public authority for the purposes of the Freedom of Information Act 2000 (and the Environmental Information Regulations 2004). Any information submitted by you in connection with this tender may be requested and disclosed in response to a request under the Act.

If you consider that any of the information included in your tender is commercially sensitive or confidential, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Whilst the ultimate decision on whether to release rests with the Client, you will be consulted if we receive a request that captures any of the information you have provided.

18. Environmental statement:

The Client is committed to minimising the effect of its day-to-day operations on the environment and bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Factors to be considered should include areas such as:

- Adopting an environmental management system which includes focus on disposal of waste and packaging
- More efficient use energy and water
- Beginning to embed sustainability into the provision of goods and services supplied to the Client
- Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible
- Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles
- Building an environmentally friendly work culture through training and high-quality communication with staff

Whilst on site the successful bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available to you in advance or on arrival

19. Payment and Invoicing:

Payment will be made within 30 days of receipt of a correctly submitted invoice. Invoices must show a full breakdown of costs that clearly tie back to successful company's submitted Quote.

- A correctly submitted Invoice must include:
- Welsh Government as the addressee
- Valid PO number provided by Welsh Government
- Date of invoice
- Unique invoice number
- Supplier name, contact details and bank details

- Description of the goods/ works or services (to mirror each line item of the Purchase Order if more than one line item on the PO)
- Name of WG contact
- Correct calculation
- VAT number (if applicable)

Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order, (usually this is the Corporate Shared Service Centre financewaginvoices@gov.wales) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Welsh Government Contract Manager.

20. Ethical Supply Chains:

The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The Client's policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

<https://gov.wales/ethical-employment-supply-chains-code-practice>

21. Changes to the Specification:

This specification document sets out the high-level Client's service requirement. During the life of the contract these requirements will be refined through discussion and agreement of both parties, with the aim of achieving best value for money for a quality product.

Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

Changes to the Specification will be implemented by issuing written amendments to all those affected by the changes.

22. Equality and Diversity:

The issue of mainstreaming equalities is important to us. We would encourage you as a Welsh Government bidder/ supplier to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics - race, age, gender, sexual orientation, marriage and civil partnership, pregnancy and maternity, disability, religion and belief, gender reassignment. We will include diversity and inclusion issues as a standing item in our contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards. We are encouraging you as a potential supplier to explore the possibility of your organisation being Disability Confident Level 1 as a minimum.

About the scheme

<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

How to sign up

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

23. Conditions of Contract for NPS-CS-107-20 Lot 2 – Integrated Marketing and PR Services Framework Agreement:

The Conditions of Contract for NPS-CS-107-20 Lot 2 – Integrated Marketing and PR Services Framework Agreement shall apply in relation to this contract. The Bidder must agree to these as part of their Quote response.

Annex 1 - Evaluation Guidance and Scoring Methodology:

General:

- a) These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified.
- b) The bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and conditions of Quote.

Guidance on Completion:

Completion of the Invitation to Quote:

Technical:

Please complete the Technical Response Template provided in the etender documentation as part of your Quote submission. The technical response template includes the instructions, marking scheme and evaluation guidance.

Price:

Please complete the Commercial Response Template provided in the etender documentation as part of your Quote submission. The Commercial response includes the guidance on how to complete the response.

Bidders must provide their prices for the service provision within the Commercial Response Template.

Completion of all pricing elements is Mandatory. Each price submitted by each bidder will be evaluated against the other prices submitted. The lowest total price submitted will score the maximum points weighting.

The lowest total price would therefore receive the full marks available. All other bidders would receive a percentage of the full weighting, based on their submitted total price.

Please see example below for indicative purposes only:

Lowest Price:

$$\frac{\text{Lowest total price}}{\text{Price}} \quad * \text{multiplied by weighting} \quad = \text{Weighted Score}$$

The Example is illustrated below (note that the prices below are for the sake of this example only):

The lowest submitted rate is £240 by bidder B, second lowest £250 by bidder A and £350 by bidder C

	<i>Submitted Price</i>	<i>x weighting</i>	<i>Weighted Score</i>
<i>Lowest price = Company B</i>	$\frac{240}{240}$	<i>x 10% (weighting)</i>	<i>= 10</i>
<i>2nd Lowest Company A</i>	$\frac{240}{250}$	<i>x 10% (weighting)</i>	<i>= 9.6</i>
<i>3rd Lowest price Company C</i>	$\frac{240}{350}$	<i>x 10% (weighting)</i>	<i>= 6.8</i>

The above process is completed for each commercial element.

The weighted scores for each bidder are then combined to produce a total score for each bidder.

Annex 2: Non-domestic premises

The separation requirements apply to waste from non-domestic premises, including those occupied by public bodies and charities. Non-domestic premises covers any premises except a domestic property or a caravan that someone lives in as a home.

Premises regarded as non-domestic premises for the purpose of the Regulations include, but are not limited to:

- i) agricultural premises – including for horticulture, fruit growing, seed growing, dairy farming, livestock breeding and keeping, grazing land, meadow land, osier land (growing willow), market gardens and nursery grounds;
- ii) bars and public houses;
- iii) bed and breakfasts, hotels;
- iv) bus stations, railway stations, seaports, airports, heliports;
- v) campsites and caravan parks;
- vi) caravans: i) used in the course of a business for the provision of self-catering accommodation, or (ii) which is not allowed to be used for human habitation throughout the year by virtue of a licence or planning permission;
- vii) care and nursing homes;
- viii) construction sites (excluding repair or extension work on existing domestic properties);
- ix) educational establishments such as universities, colleges and schools;
- x) entertainment and sports venues, including leisure centres
- xi) factories;
- xii) garages for vehicle servicing and repair;
- xiii) garden centres;
- xiv) heritage buildings;
- xv) holiday accommodation, e.g. self-catering holiday lets, holiday parks/resorts;
- xvi) hospitals;
- xvii) libraries and museums;
- xviii) licensed premises within the meaning of the Licensing Act 2003
- xix) offices;
- xx) pharmacies, GP surgeries, dental surgeries and other primary care facilities;
- xxi) places of worship;

- xxii) prisons;
- xxiii) residential homes;
- xxiv) restaurants and cafes;
- xxv) service stations and petrol stations;
- xxvi) shops and shopping centres;
- xxvii) showgrounds;
- xxviii) venues for outdoor markets;
- xxix) venues for temporary events such as festivals;
- xxx) warehouses; and
- xxxi) workshops.

The list of non-domestic premises referred to above is not intended to be exhaustive. When considering whether a premises falls within the scope of the Regulations the following factors may be of assistance:

- are business rates payable in respect of the premises? The paying of business rates would usually be indicative of the premises being non-domestic;
- is the current use of the premises, for planning purposes, a use other than use classes C3 (Dwellinghouses) and C4 (Houses in multiple occupation)? The use of the premises pursuant to an express planning permission specifying a use other than use classes C3 or C4 would usually be indicative of the premises being non-domestic;
- is council tax payable in respect of the premises? This would usually be indicative of the premises being domestic and therefore outside the scope of the Regulations.

Residential flats, even where the waste collection is managed by a management company (including student accommodation), are excluded from the separation requirements.

For mixed use premises, the separation requirements apply only to the wastes produced by the non-domestic component.

Where flat complexes have communal integrated facilities such as gyms, laundries, and co-work spaces etc, the separation requirements apply only to the non-domestic components. Where an individual runs a business, or carries out some form of business activity (e.g., making items to sell online, or a childminder) from their home, this would not be considered as non-domestic premises and would not be caught by the separation requirements for non-domestic premises, provided that the primary use of the premises is as a domestic dwelling.

"Premises" is intended to be a broad term, not restricted to buildings; it is defined in the Regulations as 'any place'. Therefore, it can include land, parks and open spaces where waste is produced, for example waste placed in outside litter bins by visitors.

Occupiers of non-domestic premises

All occupiers of non-domestic premises must comply with the occupier's separation requirements.

In most circumstances the occupier for the purposes of the Regulations will be the person who presents waste for collection from the premises (whether by a waste collection authority or by any other person).

The following are examples of who would most likely be considered the occupier for the purposes of the occupier's separation requirements:

Scenario	Occupier
Business, retail or hospitality parks with multiple units and communal waste collection	Occupier of each individual unit
Events such as festivals, concerts and shows	Event organiser
Construction sites	Primary contractor
Non-residential caravan parks and campsites	Site owner/operator
Hotels	Owner/operator
Self-catering holiday accommodation	Owner/operator
Bus, coach, train stations	Owner/operator
Contract caterers operating out of third party premises (e.g. school)	Owner/operator

For a site with multiple business occupancy (e.g. a business, retail or hospitality park or complex) where there is a single contract for waste collection managed by the owner or a facilities management agency, we would expect the tenancy agreement to include a requirement for the tenants to comply with the separation requirements. It will be individual occupier who will have the legal obligation to comply with the occupier's separation requirements.

The occupier may, for example, own the premises, or lease or rent it, or temporarily occupy it with the permission of the land owner. This would include sports events – e.g. running, cycling or swimming events.

The occupiers of domestic property or residential caravans disposing of household waste from that property or caravan are exempted from the occupier's separation requirements. However, a local authority may require such occupiers to place household waste for collection in specified receptacles, pursuant to other powers in the EPA.

Annex 3 – Additional detail on the waste streams affected:

Paper & Cardboard	
What should be placed in the container	What should <u>NOT</u> be placed in the container (unless the waste collector specifically allows it to be included)
• Paper (clean printed/unprinted) • Paperback books • Newspapers • Magazines • Catalogues • Envelopes • Telephone directories • Cardboard packaging • Egg boxes	• Shredded paper (this can be recycled separately) • Food/oil/grease/paint or otherwise contaminated paper or cardboard • Hardback books (donate for reuse if suitable) • Wallpaper • Gift wrapping paper • Tissues • Paper towels • Kitchen roll • Scratch cards • Till receipts <u>Cartons and similar</u> The following should all be placed in the metals, paper and cartons container. • Plastic or metal laminated cardboard food and drink cartons • Rigid paper containers (e.g. “Pringles” tubes) • Laminated paper cups

Plastic, Metal and Cartons (including other fibre-plastic composite packaging of a similar composition)

What should be placed in the container	What should NOT be placed in the container (unless the waste collector specifically allows it to be included)
<u>Rigid plastic packaging – only the fractions listed below</u> • Clean plastic bottles and lids (?) (e.g. milk, drink, sauce, detergent, shampoo, chemicals, oils etc) • Clean rigid plastic food containers (e.g. butter/margarine tubs, yoghurt pots, fruit trays & non-black food and meat trays) • Disposable plastic cups (made only of plastic) • Plastic lids from drinks cups <u>Metal packaging – only the fractions listed below</u> • Clean food and drinks tin cans (steel & aluminium) • Metal aerosol cans (steel & aluminium, empty, no paint or harmful chemicals) • Clean aluminium foil (no food or chemical contamination) • Clean aluminium food trays, • Metal jar lids • Metal bottle tops • Empty aluminium tubes (e.g. tomato puree tubes) <u>Cartons and other fibre-plastic composite packaging of a similar composition:</u> • Cartons made out predominantly of fibre but including a metalised layer (commonly used for soft drinks and milk) and a plastic neck and cap. • Rigid paper containers (e.g. Pringles' tubes) • Paper cups with a plastic inner liner (not made out of biodegradable/compostable plastic)	<u>Plastic (a number of these items can be recycled separately)</u> • Black plastic food and meat trays • Plastic bags (including carrier bags, bread bags & frozen food bags, compost bags, fertiliser bags, feed bags) • Bulk bags for the delivery of sand, gravel, seed, feed etc. • Plastic film (including cling film, food tray film & pallet wrap, shrink wrap, silage wrap, crop cover) • Sweet and biscuit wrappers • Crisp packets / paper backed foil • Pouches • Sachets • Bubble wrap • Polystyrene • Rigid non packaging hard plastics (including toys, coat hangers, plant pots) • Compostable, biodegradable or oxy-degradable plastic packaging • Plastic coffee pods <u>Metal (a number of these items can be recycled separately)</u> • Paint cans (plastic or metal including aerosol spray paint cans) • Gas canisters (these should not be put in the general waste either as they will cause an explosion risk. They must be managed by an appropriately authorised contractor). • Metal scrap of any kind • Metal coffee pods <u>Other fibre-plastic composite packaging of a similar composition to cartons</u> • Paper cups with a compostable, biodegradable inner waterproof layer

Glass

<i>What should be placed in the container</i>	<i>What should NOT be placed in the container (unless the waste collector specifically allows it to be included)</i>
• Clean glass jars (all colours) • Clean glass bottles (all colours)	• Metal jar lids (place in the metals/plastic/carton container) • Metal bottle tops (place in the metals/plastic/carton container) • Sheet glass (windowpane type, picture frame glass, car windscreen glass) • Mirrors • Light bulbs • Crockery (including ceramics and china) • Drinking glasses • Glass and ceramic cookware

Food	
<i>What should be placed in the container</i>	<i>What should NOT be placed in the container (unless the waste collector specifically allows it to be included)</i>
• All waste items that have at any time been food (which for this purpose does not include drink) intended for human or animal consumption • Biodegradable waste arising from the processing or preparation of food or drink.	• Any packaging (if recyclable, place in a separate specified container) • Items (including packaging) that are biodegradable, compostable, or oxy-degradable. • Large bones • Kitchen paper • Oils

Unsold textiles	
<i>What should be placed in the container</i>	<i>What should NOT be placed in the container (unless the waste collector</i>

	specifically allows it to be included)
• Clothing • Mattresses • Soft furnishings (eg. curtains, bedsheets and blankets, duvets, pillows, towels etc) • Carpets and carpet tiles • Rugs • Underlay • Leisure textiles (tents, tarpaulins etc)	• Anything else not included in the left-hand column.

Unsold small WEEE	
What should be placed in the container	What should NOT need to be placed in the container (unless the waste collector specifically allows it to be included)
The following list of waste electrical and electronic equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and fields and designed for use with a voltage rating not exceeding 1,000 volts for alternating current and 1,500 volts for direct current: 1) SMALL EQUIPMENT (NO EXTERNAL DIMENSION MORE THAN 50CM) INCLUDING, BUT NOT LIMITED TO: • Household appliances • Consumer equipment • Luminaires (lightbulbs) • Equipment reproducing sound or images, musical equipment • Electrical and electronic tools • Toys, leisure, and sports equipment • Medical devices; • Monitoring and control instruments • Automatic dispensers • Equipment for generation of electric currents. 2) SMALL IT AND TELECOMMUNICATION EQUIPMENT (NO EXTERNAL	• Anything not included in the left hand column.

DIMENSION MORE THAN 50CM)

3) SMALL EQUIPMENT

- Vacuum cleaners
- Carpet sweepers
- Appliances for sewing
- Luminaires
- Microwaves
- Ventilation equipment
- Irons
- Toasters
- Electric knives
- Electric kettles
- Clocks and watches
- Electric shavers
- Scales
- Appliances for hair and body care
- Calculators
- Radio sets
- Video Cameras
- Video Recorders
- Hi-fi equipment
- Musical instruments
- Equipment for reproducing sound or images
- Electrical and electronic toys
- Sports equipment
- Computers for biking, diving, running, rowing, etc.
- Smoke detectors
- Heating regulators
- Thermostats
- Small electrical and electronic tools
- Small medical devices
- Small monitoring and control instruments
- Small appliances which automatically deliver products
- Small equipment with integrated photovoltaic panels

4) SMALL IT AND TELECOMMUNICATION EQUIPMENT (NO EXTERNAL DIMENSION MORE THAT 50CM)

- Mobile phones

- | | |
|---|--|
| <ul style="list-style-type: none">• GPS• Pocket calculators• Routers• Personal computers• Printers• Telephones | |
|---|--|