

ACE 497 Tender for Research & Analysis of the current English opera and music theatre sector

PART 1: BACKGROUND AND REQUIREMENTS

1 INTRODUCTION AND OVERVIEW

- 1.1. This ITT is made available by ACE to Bidders on the condition that it is used only in connection with this Procurement and for no other purpose.
- 1.2. The ITT is provided to all Bidders on the same terms and subject to the same conditions.
- 1.3. The purpose of the ITT is to set out the way Bidders must submit their Tender Responses to ACE.
- 1.4. This Tender comprises of the following Parts:
 - a) Online Selection Questionnaire on the Procurement Portal
 - b) Part 1 (Background and Requirements);
 - c) Part 2 (Contract Award Criteria);
 - d) Part 3 (Scope of Requirements);
 - e) Part 4a (Schedule of Charges);
 - f) Part 4b (Quality Technical Submission);
 - g) Part 5 (Terms and Conditions)
- 1.5. Your Tender Response must comprise of the following:
 - a) Online Selection Questionnaire on the Procurement Portal;
 - b) Part 4a Schedule of Charges;
 - c) Part 4b Quality Technical Submission.

2 INDICATIVE PROCUREMENT TIMETABLE

- 2.1. An indicative timetable for the Procurement is set out on the Procurement Portal and within the Scope of Requirements/Requirements documentation. The timetable is intended as a guide only and ACE reserves the right to amend it at any time.

3 TENDER RETURN

- 3.1. Bidders agree to be bound by the conditions and limitations contained in this ITT and no purported rejection, variation or addition by Bidders to these conditions will have any effect.
- 3.2. Tender Responses must be received in full by the Tender Response Date (deadline for tender submissions) via the Procurement Portal. Please allow enough time to upload your documents on to the Procurement Portal.
- 3.3. If Bidders experience technical difficulties Bidders must contact the Procurement Portal Help Desk.

4 GENERAL INSTRUCTIONS

Tender Compliance

- 4.1. Bidders should note that failure, in ACE's opinion, to comply with any instructions in this ITT (including for the avoidance of doubt any instructions contained in other documents and referred to in this ITT) may render the Bidder's Tender Response non-compliant and result in disqualification from the Procurement. Bidders are therefore advised to ensure that all members of the Bidder's team are made fully aware of these instructions. Bidders should also note that Tender Responses may be rejected if all the required information called for in this ITT is not received by ACE by the Tender Response Date.
- 4.2. In the event of a discrepancy in or between any elements of the documentation issued in connection with the ITT, the Bidder shall immediately notify ACE via the Procurement Portal message board.

Communications with ACE

- 4.3. All notifications, requests for clarification or further information in connection with the ITT or the Procurement generally must be submitted via the Procurement Portal.
- 4.4. No approach of any kind in connection with the ITT or the Procurement is to be made to any other person within or associated with ACE, or any other party. Failure to comply with this requirement may result in disqualification from the Procurement.
- 4.5. All communications in respect of the ITT or the Procurement generally shall be in the English language.

Clarification Questions

- 4.6. Any request for clarification of this ITT must be submitted via the Procurement Portal no later than the time and date specified in the ITT documentation. ACE will endeavour to provide written responses to the clarification requests received prior to the clarification deadline within a reasonable period to allow Bidders to take the responses into account when completing their Tender Responses.
- 4.7. ACE will conduct the clarification process (as it will for the Procurement generally) in such a way as to ensure that Bidders are afforded non-discriminatory and equitable treatment.
- 4.8. If ACE considers any questions or request for clarification to be substantive, except where such an enquiry is of a confidential or commercially sensitive nature, both the question and the response will be communicated where possible in an anonymous or redacted form to all Bidders.
- 4.9. If a Bidder considers that the content of any of its questions or requests for clarification are, or would reveal, information of a confidential or commercially sensitive nature relating to its business it should state this clearly and provide reasons. If ACE agrees with those reasons it may either:
 - (a) ask the Bidder to withdraw and resubmit the question so that it does not contain, or the response to the question would not reveal, confidential or commercially sensitive information; or
 - (b) publish the question and response to other Bidders in a redacted form; or

- (c) respond to the question and not publish the question or response.
- 4.10. If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a Bidder but ACE does not agree, it will offer the Bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all Bidders.
- 4.11. ACE reserves the right to reject clarification questions containing multiple questions.
- 4.12. If a Bidder should find a conflict within the process, they must notify ACE via the Procurement Portal immediately.
- 4.13. Any clarification question that ACE receives and subsequently issues to other Applicants will not identify the originator of the clarification question. It is the responsibility of each Applicant to ensure that the way the clarification question is phrased does not inadvertently identify the Applicant.

Commitment

- 4.14. The issue of the ITT is not to be construed as a commitment by ACE to award or enter into a contract and ACE is not bound to accept any offer resulting from it. Any costs, expenditure, work or effort undertaken, whether or not the Bidder is successful or whether the process is varied in any way, is accordingly a matter solely for the commercial judgement of the Bidder and shall be its sole responsibility.
- 4.15. ACE reserves the right to vary, cancel or withdraw from the Procurement at any time or to reinstate proposals on the same or any alternative basis.

Disclaimer

- 4.16. The ITT, and any other documents or information to which it refers, has been prepared by ACE in good faith. However, it does not purport to be comprehensive or to include all of the information Bidders may require or to have been independently verified. ACE shall not be liable for any loss or damage arising as a result of any inaccuracy or incompleteness in any information contained in the ITT or any other document or information to which it refers.
- 4.17. Subject always to the requirements of paragraph 4.22 (Confidentiality) below, Bidders are responsible for obtaining the information which they consider necessary in connection with the Procurement and must form their own judgement on its validity and suitability. This ITT should not be considered as an investment recommendation made by ACE to any Bidder. Each Bidder must make its own independent assessment after making such investigations and taking such professional advice as it deems necessary. Subject always to the requirements of paragraph 4.22 (Confidentiality) below, Bidders considering entering a contractual relationship with ACE should make their own investigations and enquiries as to ACE's requirements beforehand. The subject matter of this ITT shall only have a contractual effect when it is incorporated into the express terms of an executed contract.
- 4.18. None of ACE, their respective servants, agents or advisers make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or

completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Bidder on the Information or any part of it). For the avoidance of doubt where Information is of a historical nature, such Information:

- (a) may be subject to errors and omissions arising in the ordinary course of operations from time to time; and
- (b) cannot be relied upon as evidence of future performance.

4.19. To the extent that this ITT or any Information contains matters of opinion, such opinions may have been correct at the time of which they were held and may no longer be correct or relevant.

4.20. Whilst ACE has sought to produce an accurate description of its requirements as they are envisaged at this time, ACE cannot accept responsibility for the Bidders' interpretation of its requirements. Bidders must form their own conclusions about the methods and resources needed to meet ACE's requirements.

4.21. The Bidder is responsible for verifying the completeness and correctness of this ITT and highlighting to ACE any deficiencies, conflicts and ambiguities that prevent the Bidder from submitting a Tender Response or responding to any section in an accurate manner.

Confidentiality

4.22. Subject to the exceptions referred to in paragraph 4.22(d) below, the Information contained in the ITT is made available to Bidders on condition that:

- (a) Bidders shall not disclose, copy, reproduce, distribute or pass the Information (or any part of it), to any other person;
- (b) Bidders shall not use the Information (or any part of it) for any purpose other than for the purposes of development of their Tender Responses;
- (c) Bidders shall comply with the provisions of paragraph 4.39 (Publicity); and
- (d) Bidders may disclose, distribute or pass the Information (or any part of it) to another person if either:
 - (i) this is done for the sole purpose of preparing that Bidder's Tender Response and the person receiving the Information undertakes in writing to keep the Information on the same terms as set out in this paragraph 4.22; or
 - (ii) the Bidder obtains the prior written consent of ACE in relation to such disclosure, copying, reproduction, distribution or passing of Information.

4.23. ACE reserves the right to share Bidder's tender response's with Government Departments including their Executive Agencies and Non Departmental Public Bodies.

4.24. Any Bidder who does not comply with the requirements set out in paragraph 4.22 above may be disqualified from further participation in the Procurement at ACE's absolute discretion (without prejudice to any other civil remedies available to ACE and without prejudice to any criminal liability which such conduct by a Bidder may attract).

Freedom of Information

- 4.25. All information relating to any Bidder or this Procurement may be accessible under the Disclosure Legislation. ACE is under a legal obligation to disclose such information if requested, unless an exemption applies. ACE may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction.
- 4.26. Any Bidder must identify to ACE information which it submits which it regards as being potentially exempt from disclosure by ACE under the Disclosure Legislation. Such identification may be either specific or by class. The Bidder must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Bidder should also indicate whether it considers that the potential exemption would continue after it has submitted its Tender Response and if so, the duration that it believes the exemption would apply for.
- 4.27. Bidders should note that, consistent with the spirit of ACE's obligations under the Disclosure Legislation, as a general principle ACE will seek to prevent, or restrict the scope of, confidentiality obligations sought to be imposed upon it other than in accordance with the Regulations. As such ACE reserves the right not to accept in whole or part, receipt of any information marked as confidential or sensitive, or to require further explanation of the reasons why the Bidder considers confidentiality obligations to be appropriate in a particular case.
- 4.28. Bidders should be aware that even where a Bidder has indicated that information should be exempted, ACE may disclose such information following its own consideration of the situation. ACE may, in its absolute discretion, consult with the Bidder before making a decision on a request for information. The decision of ACE in relation to any exemption shall be final.

Non-Collusion

- 4.29. Any Bidder who, in connection with this Procurement and without obtaining the prior written consent of ACE:
- (a) fixes or adjusts the pricing of its Tender Response by or in accordance with any agreement or arrangement with any other; or
 - (b) enters into any agreement or arrangement with any other Bidder, or causes or induces any other person to enter such agreement or arrangement, that it shall refrain from participating in this restricted process; or
 - (c) causes or induces any person to enter into such agreement as mentioned in (a) and (b) above or to inform any Bidder of the whole or any part of any other Bidder's Tender Response; or
 - (d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Bidder's Tender Response; or
 - (e) communicates to any person other than ACE any element of its Tender Response;

may be disqualified from further participation in this Procurement (without prejudice to any other civil remedies available to ACE and without prejudice to any criminal liability that such conduct by a Bidder may attract).

Canvassing

4.30. Any Bidder who, in connection with this Procurement:

- (a) offers any inducement, fee or reward to any servant or agent of ACE or any person acting as an adviser to ACE in connection with this Procurement or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916 or the Bribery Act 2010; or
- (b) contacts any servant or agent of any ACE or any person acting as an adviser to ACE prior to the commencement of the Contract being entered into about any aspect of this Procurement process in a manner not permitted by the ITT,

may be disqualified from further participation in the Procurement at ACE's absolute discretion (in either case without prejudice to any other civil remedies available to ACE and without prejudice to any criminal liability which such conduct by Bidder may attract).

Conflict of Interest

4.31. Bidders are responsible for ensuring that there are no conflicts of interest either between their own advisers, or between themselves/their own advisers and ACE and its advisers. A Bidder must notify ACE of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.

Participation in Tenders

4.32. Bidders may only submit a single tender unless this ITT expressly states otherwise. If a Bidder submits more than one tender before the deadline for Tender Responses, ACE reserves the right to evaluate the last submitted Tender Response and disregard any previous Tender Responses. However, ACE may (but is under no obligation to) clarify with a Bidder which Tender Response is to be evaluated.

Participation of Sub-Contractors

4.33. Applicants are permitted to submit one response to this ITT only.

4.34. If the Bidder's response to this ITT proposes that it will engage a Sub-Contractor, the provisions of this ITT shall, to the extent that they apply to the Bidder, apply equally to a Sub-Contractor.

4.35. If the Applicant intends to appoint a Sub-Contractor, it must ensure that the Sub-Contractor is not proposed as a Sub-Contractor in any other Bidder's response to this ITT.

4.36. Any Bidder or Sub-Contractor (as the context requires) that, in connection with this Procurement and without obtaining the prior written consent of ACE:

- (a) agrees to act as Sub-Contractor to more than one Bidder;
- (b) agrees to appoint a Sub-Contractor that is named as the proposed Sub-Contractor in relation to another Bidder;

- (c) causes or induces any person to disclose information relating to the whole or part of another Bidder's response to this ITT;
- (d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to another Bidder's response to this ITT;
- (e) communicates to any person other than ACE any element of its response to this ITT (except where such disclosures are made in confidence for the purposes of engaging a sub-contractor),

may be disqualified from further participation in this Procurement, without prejudice to any other civil remedies available to ACE and without prejudice to any criminal liability that such conduct by a Bidder or proposed Sub-Contractor may attract.

- 4.37. Applicants who must **not** engage sub-contractors to deliver most of the Services.

ACE's Right to Reject Bidders

- 4.38. Without prejudice to any of the above paragraphs in this section, ACE reserves the right, at its absolute discretion, to disqualify any Bidder that does not in ACE's opinion comply with the requirements of the ITT (including but not limited to the prohibitions set out in paragraphs 4.29 to 4.30 inclusive) or any other requirement of ACE in connection with this Procurement that may from time to time be notified to Bidders.

Publicity

- 4.39. Bidders shall not undertake, or permit to be undertaken at any time, any publicity or activity with any section of the media (including but not limited to making any announcements) in relation to this Procurement other than with the prior written consent of ACE. In this paragraph the word "media" includes, but is not limited to, radio, television, newspapers, trade and specialist press, the internet (including social media sites such as Twitter and Facebook, blogs and web forums) and email accessible by the public at large, and the representatives of all such media.

Copyright

- 4.40. The copyright in the ITT (and in the Information generally) is vested in ACE and may not be reproduced, copied or stored in any medium without the prior written consent of ACE. The ITT and any supplementary documentation issued are and shall remain the property of ACE, must be returned on demand, and may not be reproduced, copied, or stored in any medium without the prior consent of ACE.

Data Protection

- 4.41. ACE will undertake a draft Data Protection Impact Assessment (**DPIA**). The draft DPIA will be finalised with the successful Bidder once the successful Bidder is confirmed. ACE reserves the right to introduce additional terms to the contract as a result of the final DPIA.
- 4.42. Subject to the final DPIA, ACE and the successful Bidder will draft a data sharing agreement in order to share personal and/or sensitive personal data. ACE reserves the right to introduce additional terms to the contract as a result of the final data sharing agreement.

Bidder Presentations

- 4.43. Following evaluation of Tender Responses but prior to the notification of contract award, ACE reserves the right to invite Bidders to present their Tender Responses. ACE anticipates inviting up to three Bidders which have obtained the highest provisional scores against the Quality/Technical and Price/Commercial criteria. ACE reserves the right to invite more than three Bidders at its absolute discretion depending on the closeness of the scores.
- 4.44. The presentations will not be separately evaluated. The purpose of the presentation is solely for verification of Tender Responses. In the event that a presentation, in the opinion of the evaluators, clarifies any aspect of a Bidder's Tender Response, such that the evaluators would have awarded a different score (whether higher or lower) had any such area been clear within the Bidder's Tender Response, then the evaluators may adjust any scores as they deem appropriate. For the avoidance of doubt, evaluators will not be under any obligation to adjust scores awarded to a Tender Response as a result of a presentation, and any such adjustment will be at the sole discretion of the evaluators. Bidders will not be entitled to amend any part of their Tender Response as part of their presentation, and the ACE reserves the right to disqualify any Bidder who seeks to gain an unfair advantage through amending its Tender Response in any presentation.
- 4.45. If you are invited to a Bidder Presentation, further details as to the form, content, venue and time of the presentations will be provided in due course.

5 Definitions

- 5.1. Unless the context otherwise requires, any meanings given to terms or abbreviations used in the Invitation to Tender shall have the same meanings when used in this document. The following words and expressions used within this document shall have the following meanings:

Term	Meaning
"ACE"	means Arts Council England;
"Bidder"	means an entity that has received this ITT with a view to tendering for this Procurement;
"Certificate of Tender/ Form of Tender"	means the certificate of tender/form of tender as set out as part of the tender.
"Contract"	Means the contract that is entered into between the successful Bidder and ACE following the conclusion of this Procurement;

“Contractor”	means the Bidder that is awarded the Contract;
“Disclosure Legislation”	means, to the extent that they are applicable, the Freedom of Information Act 2000 (as may be amended from time to time) and Environmental Information Regulations 2004 (as may be amended from time to time);
“Information”	means the information contained in the ITT or sent with it and any information which has been or may be made available to the Bidders by ACE, its respective employees, agents or advisers in connection with the ITT or the Procurement;
“Invitation to Tender” or “ITT”	means this invitation to tender;
“Most Economically Advantageous Tender”	means the most economically advantageous tender assessed from the point of the view of ACE, as further defined in the Regulations.
“Preferred Bidder”	means the Bidder who has provided the most economically advantageous Tender Response;
“Procurement”	means the procurement procedure for the appointment of the contract to which this ITT relates;
“Procurement Portal”	means the online e-sourcing portal where the documents are accessed, and a response submitted;
“Requirement”	For the purposes of evaluation, "Requirement" means the quality/technical questions;
“Services”	means the services described in the Scope of Requirements;
“Services Specification”	means the description of the Services that will be provided by the Contractor, as per the Scope of Requirements;
“Tender Response”	means a Bidder’s response to this ITT;

“Tender Date”	Response means the date and time by which a Bidder must submit its Tender Response, as set out in the Procurement Portal and the scope of requirements;
"you" or "your"	shall mean the Bidder that is providing the Tender Response.

TENDER FOR RESEARCH & ANALYSIS OF THE CURRENT ENGLISH OPERA AND MUSIC THEATRE SECTOR PART 2: CONTRACT AWARD CRITERIA

1 THE EVALUATION PROCESS

1.1 This document sets out ACE's approach to evaluation of Bidders' Tender Responses.

2 INITIAL ASSESSMENT

2.1 It is anticipated that ACE will carry out an initial assessment of each Bidder's Tender Response to ensure that:

- (a) The Bidder has satisfied the requirements set out in the Qualification response;
- (b) the Tender Response has been submitted on time and meets ACE's submission requirements/instructions which have been notified to the Bidders;
- (c) the Tender Response is sufficiently complete to enable the response to be evaluated in accordance with the evaluation methodology; and
- (d) the Bidder has not contravened any of the terms and conditions of the ITT or the Regulations.

2.2 Responses that do not meet the requirements set out in this paragraph 2 may be treated as noncompliant. Non-compliant bids may be rejected at this point.

3 DETAILED EVALUATION

3.1 Following the initial assessment, a detailed evaluation exercise will be conducted.

3.2 Tender Responses will be evaluated by members of the Evaluation Panel against the criteria and in accordance with the methodology and information set out in this document and the Procurement Portal.

4 APPROACH TO DETAILED EVALUATION

- 4.1 ACE will evaluate the Bidders' solutions on the basis of the Most Economically Advantageous Tender (MEAT).
- 4.2 Weightings are stated on the Procurement Portal or the Technical & Quality Submission Schedule.
- 4.3 Weightings have been applied to the evaluation criteria to demonstrate the relative importance of each criterion to ACE. These weightings are visible on the Procurement Portal and the Technical & Quality Submission Schedule
- 4.4 Members of the Tender Evaluation Panel will individually evaluate the Tender Responses against the evaluation criteria set out in this document and the Procurement Portal.
- 4.5 Particular information on how ACE will evaluate the bidder's Quality/Technical response is given in Sections 6 below.
- 4.6 Particular information on how ACE will evaluate the bidder's Price/Commercial response is given in Sections 8 below.

5 RESPONSE REQUIREMENTS

- 5.1 Bidders are required to respond to the tender questions and instructions set in the Procurement Portal.
- 5.2 Where stated, Bidders must comply with the word limits specified in respect of each question. If a Bidder's Tender Response for any question exceeds the stated word limit, ACE shall only evaluate the portion of the relevant response up to the applicable word limit. For example, if a word limit of 500 words is set, ACE shall only evaluate the first 500 words of that response and disregard any information included above that limit. **Bidders must clearly state the word count of their responses in their Tender Response.**

6 EVALUATION OF QUALITY/TECHNICAL REQUIREMENTS

- 6.1 ACE will evaluate the Requirements relating to Quality/Technical through the use of various questions set out in the Procurement Portal.

6.2 Bidders must provide a response to each of the Quality/Technical questions set out in the Procurement Portal. ACE will score the response to the Quality/Technical questions by reference to Table 1 below.

Table 1 – Evaluation of Quality Requirements

Score	Definition	Benchmark
		In the opinion of the evaluators, the Bidder's response provides information which:
4	Excellent	<ul style="list-style-type: none"> • Addresses all aspects of the Requirement; and • Provides a complete and clear methodology and relevant supporting information each of which do not contain any substantive weaknesses; and • Provides complete confidence in the Bidder's proposed delivery of the Requirement.
3	Good	<ul style="list-style-type: none"> • Addresses all aspects of the Requirement; and • Provides a clear methodology and relevant supporting information, but contains minor weaknesses; and • Provides confidence in the Bidder's proposed delivery of the Requirement, with no more than minor reservations
2	Moderate	<ul style="list-style-type: none"> • Addresses almost all aspects of the Requirement; and/or • Provides a methodology and supporting information that contains no more than moderate weaknesses; and • Provides a moderate level of confidence in the Bidder's proposed delivery of the Requirement, with no more than moderate reservations.
1	Weak	<ul style="list-style-type: none"> • Partially addresses the Requirement; and/or • Provides a methodology and supporting information that are of limited or no relevance, or contain significant weaknesses; and/or • The evaluators have significant reservations regarding the Bidder's proposed delivery of the Requirement
0	Unacceptable	<ul style="list-style-type: none"> • No response or the response does not give the evaluators any confidence in the Bidder's proposed delivery of the Requirement.

Guidance for Bidders:

- 6.3 Bidders should note that there is a definition of Requirement stated in the 'Instructions to Tender' of this ITT.
- 6.4 To "address" an aspect of a Requirement, a Bidder must refer to its method of service provision in its response to the relevant Question.
- 6.5 Evaluators shall award marks according to the response to the Question provided by a Bidder. Evaluators shall not infer any information that is not stated in a Tender Response, whether or not that information is stated in response to another Question, or whether it is otherwise known to the evaluators.

Calculating Scored Requirements

- 6.6 Each question will be evaluated separately. For each question, the Bidder shall be awarded a score out of 0-4. The weighted score for each question shall be calculated so that:
- For a score of 0 – the question weighting is multiplied by 0%
 - For a score of 1 – the question weighting is multiplied by 25%
 - For a score of 2 – the question weighting is multiplied by 50%
 - For a score of 3 – the question weighting is multiplied by 75%
 - For a score of 4 – the question weighting is multiplied by 100%

6.7 Worked Example

If Bidder A receives a score of 3 for each of the Quality questions, its total score for Quality will be 52.5% out of a potential 70%. This is calculated as follows:

$$Q1 - 30 \text{ (weighting)} \times 75\% = 22.5$$

$$Q2 - 20 \text{ (weighting)} \times 75\% = 15$$

$$Q3 - 10 \text{ (weighting)} \times 75\% = 7.5$$

$$Q4 - 10 \text{ (weighting)} \times 75\% = 7.5$$

7. MODERATION

- 7.1 Following conclusion of the individual evaluations by members of the Evaluation Panel, the panel members shall meet to discuss the individual assessments and at the meeting shall reach consensus on the scores and reasons for each score against each Technical/Quality

question for each bidder. Changes to scores and the reasons for the changes will be documented.

8 EVALUATION OF PRICE/COMMERCIAL REQUIREMENTS

- 8.1 Bidders are not permitted to submit prices that are qualified or caveated in any way. Quotations that contain any qualifications or caveats may be rejected. Prices should be considered fixed and firm for the duration of the Contract unless otherwise indicated in this ITT.
- 8.2 If the tender documents state a maximum budget, any bids received that are greater than this budget shall be rejected.
- 8.3 All prices must be submitted in GBP.
- 8.4 ACE's only liability to pay the Contractor in respect of the Services shall be payment of the fees specified in the Schedule of Charges.
- 8.5 The Contractor shall not be entitled to any fees in respect of the Services except those stated at paragraph 8.5 above.

Price/Commercial Evaluation

[Grand Total Excluding VAT] = (Lowest Bidder's Price) / (Bidder's Price) X [Price Weighting]

Worked Example

For example, if Bidder A's Price is £10,000, which is the lowest Bidder Price, and Bidder B's Price is £20,000 and Price has a weighting of 30%:

(a) Bidder A scores 30%; and

(b) Bidder B scores 15%, being (10,000 / 20,000) X 30 = 15%

9. IDENTIFICATION OF MOST ECONOMICALLY ADVANTAGEOUS TENDERER

- 9.1 Following the evaluation of the Quality/Technical section and Price/Commercial section the two scores for each Bidder will be combined to give a total score out of 100 down to 2 decimal places.

Worked Example

Using the information on Bidder A from the worked examples above:

<i>Bidder A Quality/Technical Section score:</i>	<i>52.50%</i>
<i>Bidder A Price/Commercial Section Score</i>	<i>30.00%</i>
<i>Bidder A Total Score</i>	<i>82.50%</i>

10 TIE BREAK

- 10.1 Following evaluation by ACE, a tie will be deemed to have arisen in circumstances where two or more Bidders' total award evaluation scores are equal to 2 decimal places.
- 10.2 In the event that a tie, as defined in paragraph 10.1 above, arises between two or more Bidders, the Preferred Bidder will be the Bidder whose score for the **Quality/Technical** submission is highest.

ACE 497 Tender for Research & Analysis of the current English opera and music theatre sector

PART 3 - Scope of Requirements

1. About The Arts Council

The Arts Council Activity

- 1.1 Arts Council England is the national development agency for creativity and culture. We have set out our strategic vision in Let's Create that by 2030 we want England to be a country in which the creativity of each of us is valued and given the chance to flourish and where every one of us has access to a remarkable range of high-quality cultural experiences. We invest public money from Government and The National Lottery to help support the sector and to deliver this vision. See www.artscouncil.org.uk for further details.
- 1.2 Following the Covid-19 crisis, the Arts Council developed a £160 million Emergency Response Package, with nearly 90% coming from the National Lottery, for organisations and individuals needing support. We are also one of the bodies administering the Government's unprecedented £1.96 billion Culture Recovery Funds.

The Arts Council Structure

- 1.3 ACE is a registered charity, and was established by Royal Charter on 1 April 1994, taking over those responsibilities in England previously discharged by the Arts Council of Great Britain.
- 1.4 The objectives of ACE as stated in the Royal Charter, its governing document, are to develop and improve the knowledge, understanding and practice of the arts and to increase accessibility of the arts to the public. To this end, it makes grants to arts organisations and engages in other activities on behalf of the sector.
- 1.5 ACE works at arm's length from Government and has the status of a non-departmental public body. As such it is regulated in accordance with a Management Agreement issued by the Secretary of State.
- 1.6 ACE receives grant-in-aid from the Department for Culture, Media and Sport (DCMS) and is one of the bodies designated to distribute funds from the National Lottery by the National Lottery etc. Act 1993 (as amended by the National Lottery Act 1998).

2. Background

Arts Council England (ACE) is seeking a supplier to deliver research related to an analysis of the current English opera and music theatre sector¹ ('The Sector'). The purpose of the research is to enable the Arts Council to better understand how The Sector currently operates, including the opportunities and challenges it faces in relation to production, presentation and distribution. The analysis will help the Arts Council inform its future investment in opera and music theatre and help the Arts Council and The Sector understand how The Sector can maximise the contribution it makes to the delivery of Let's Create.

There has been an ongoing debate about public investment within The Sector for a number of years. Particularly at the large scale, it requires large creative and technical forces to produce and present work and therefore often correspondingly large levels of public subsidy. At a time of growing demands on the Arts Council's resources and shrinking real terms budgets, this has led to debate about how best to understand and communicate the value of public investment in The Sector. Public interest in this topic has grown over the recent months as a result of the decisions made within the context of the Arts Council National Portfolio 2023-2026 funding programme.

While the Arts Council has some insight into the current profile of the opera and music theatre organisations within its National Portfolio, we recognise that these organisations do not operate in isolation from the wider opera and music theatre sector, nationally or internationally. The landscape for opera and music theatre in England has begun to undergo some substantial shifts, compounded by wider environmental factors including the post-Brexit European operating environment, pandemic-related pressures on philanthropic giving, organisational and local authority budgets and other sources of public investment and support, cost-of-living inflationary pressures and changing patterns of live event attendance post-Covid.

In order to develop a shared understanding of the realities of the current operating environment for The Sector and present a balanced picture of the opportunities and challenges for The Sector as it seeks to maintain and diversify its talent pipeline, retain and upskill its workforce, and engage and develop its audiences across England, the Arts Council believes the time is right to gather together a range of data and other evidence including stakeholder perspectives. Building on previous work undertaken including the Opera Music Theatre Forum Sector Survey Report (2010), ACE Opera and Ballet Review (2013) and ACE Fairness and Inclusivity in Classical Music report (2019), this work will help inform Arts Council policy and decision making in relation to future investment in the opera and music theatre sector.

¹ In this instance the term 'opera and music theatre' should be understood to encompass a range of staged dramatic work primarily oriented around music. Whilst recognising that boundaries can be blurred, this research should consider the full range of musical activity developed, produced and performed by 'opera' and 'music theatre' companies, including their musical (vocal and instrumental) and theatrical resources (people, venues, etc.). However, the production and presentation of musicals and musical theatre is outside the scope of this research. By 'sector' we mean all those organisations, regardless of scale, operating professionally or semi-professionally and whose primary business is the production and live presentation of opera and/or music theatre. For this analysis, we are not including organisations whose operation is primarily voluntary nor those whose main focus is production for recording or broadcast. It is expected that further consideration will be given to definition of the parameters for this work by prospective suppliers in discussion with the Arts Council.

ACE will accept tenders from consortiums and contractors that wish to sub-contract elements of the services.

It is intended that the final report produced by this research and analysis will be published alongside an Arts Council response setting out how it intends to work with The Sector to respond to the findings of the analysis.

3. Scope of Services

When thinking about the various research elements, the following should be considered within the scope of the project:

- Professional organisations and companies working predominantly in the fields of opera and music theatre in England
- Venues that present a regular programme of opera and music theatre in England
- Organisations and companies working in opera and music theatre outside England that might provide useful case studies
- Singers and other relevant opera/music theatre practitioners at different stages of education and training (through conservatoires, opera and music theatre companies, etc)
- Musicians (e.g. répétiteurs, orchestras – see also below) and the wider opera/music theatre workforce (administrators, managers etc).
- Composers, in particular the number and scales of new opera and music theatre works being commissioned and the frequency of performance of such works. NB consideration of the wider current environment for composers may be more suitably explored as part of wider research we may commission in future on the current landscape for the creation of new music in a range of musical genres including opera and music theatre.
- Other specialist technical theatrical roles specific to, or requiring specific skills and experience in relation to, the production of opera.

The following should not be considered within the scope of the project:

- Amateur or voluntary organisations working in the fields of music theatre and opera
- Venues that do not currently (and have not) present(ed) a regular programme of opera and music theatre
- The education of singers, musicians or other relevant practitioners prior to Higher Education level, or Higher Education programmes beyond those directly focused on/targeted to progression into the opera and music theatre sector.
- Conductors; although an important part of the classical music ecology, this may be more suitably explored in further research following the completion of this initial study.

- Librettists; although an important part of the opera and music theatre ecology, consideration of the current environment for librettists may be more suitably explored alongside wider research we may commission separately on the current landscape for the creation of new writing in theatre.
- Orchestral musicians; the focus of this research should primarily be on singers and other opera/music theatre specific practitioners not including orchestral instrumentalists (but inclusive of répétiteurs). We would consider any focus on orchestral instrumentalists to be largely outside of the scope of the project given the ongoing focus on these through the follow up actions to the [Fair and Inclusive Classical Music](#) project. However, if there was capacity for consideration of any specific implications for opera/music theatre orchestras/ensembles to be included this would be of interest.

The expected outputs of the research are:

- A final written report outlining the key findings and a clear set of suggestions for further action. All suggestions should be made on the assumption that Arts Council's total investment in opera and music theatre, through its NPO, NLPG and development funds, will remain at 2023-26 levels for the immediate future
- A list of literature and data sources reviewed for the report
- A list of interviewees and other contributors to the report
- An executive summary report
- A presentation of findings to ACE and key sector stakeholders (i.e. National Portfolio Organisations (NPOs))

4. Description of Service

The purpose of the research is to enable the Arts Council to better understand how The Sector in England currently operates, including the opportunities and challenges it faces in relation to production, presentation and distribution. The research will therefore need to prepare and analyse the following:-

- An up-to-date map of opera and music theatre activity across England, tracked over the last 10 years. This should include detail of the range, scales and distribution of both producing and promoting organisations, with an indication of how this varies across geographies and any identified gaps or opportunities.
- An analysis of the challenges and opportunities faced by The Sector in relation to production, including access to appropriately skilled and diverse talent (including performers, creatives and administrators and leadership). It is not intended that this phase of research will include consideration of the effectiveness of current training and skills providers in higher and further education, but we would welcome thoughts on how this issue might best be analysed through further research.
- An analysis of the challenges and opportunities faced by The Sector in relation to presentation. This will include reviewing all available data on audiences for live presentation over the last 10 years to

understand as far as possible their profile (including age, diversity (including socio-economic status), geographic distribution) and segmented by location, scale and type of work – and how these may have changed over time. The report should set out suggestions for what collective action might be taken to develop and engage audiences nationwide for opera and music theatre.

- An analysis of the challenges and opportunities faced by The Sector in relation to distribution. This will include reviewing current touring patterns for The Sector, to understand how these have changed and are likely to change going forward, opportunities and patterns for cinematic presentation, and new avenues for distribution via streaming and other digital methods. This will need to be informed by surveying of venues who regularly present opera and music theatre as well as opera and music theatre companies who tour regularly and will need to include headline information on how the audiences and financial arrangements for touring companies and operatic cinematic broadcasts have changed and how these might change in the future. The report should set out suggestions for what steps might be taken by whom to improve touring and distribution of opera and music theatre in England.
- An analysis of any other challenges that are particular to The Sector and which may be impacting on the immediate and future viability of business models, including relevant regulatory and compliance frameworks. The report should set out suggestions for how these business models might be strengthened and, in the case of Arts Council supported organisations, how public value might be improved.
- The research should also set out opportunities for how opera and music theatre organisations seeking future investment from the Art Council can play a full part in delivering Let's Create. The report should therefore set out examples of how opera and music theatre organisations are delivering against each of Let's Create's three Outcomes (and their Elements) and what steps these organisations have taken to embed the four Investment Principles in their ways of working. The report should set out suggestions for what steps might be taken by opera and music theatre organisations seeking future Arts Council investment to strengthen their contribution to the delivery of Let's Create and what, if any, potential there is for organisations not currently in receipt of public funds to be encouraged to engage with these agendas.

The research should also provide a few international and UK-wide examples of opera and music theatre companies that are demonstrating innovation in the way they are approaching production, presentation and/or distribution and which might act as initiatives that the Arts Council and The Sector in England might learn from.

We would propose a methodology including:

1. **A literature review of existing evidence.** We propose that the chosen supplier undertake a review of available literature within a scope to be defined at inception stage in order to build a base of existing evidence and inform subsequent stages of the research. This should also include the identification of organisations associated with The Sector and consideration of relevant materials from related disciplines (e.g. classical music, theatre, etc.).

2. **An audit and analysis of existing data sources.** We propose that, in addition to a literature review, the chosen supplier conduct an audit of available data within this area from the last 10 years. This should include publicly available data, but also data not publicly available, such as relevant audience data derived from The Sector. Proposals should consider implications for access to and use of such data, including any anticipated costs, although these costs will not need to be covered within the chosen supplier's budget.
3. **Stakeholder engagement.** A key element within this project should be direct engagement with stakeholders within the opera and music theatre sector. Proposals should indicate a view on the optimal approach to such engagement and should take account of all relevant organisations included within The Sector as defined above (including relevant 2023-2026 National Portfolio Organisations, as well as organisations not in receipt of regular Arts Council funding such as opera festivals, 'country house' opera companies, and other smaller scale companies, presenting venues, etc.). Consideration should be given as to how the interests of freelancers within The Sector can be represented in this analysis. Proposals should also indicate how a small number of relevant international companies will be engaged with to generate useful case studies for this report. The content of the stakeholder engagement will be discussed with the chosen supplier at inception but proposals should include details of the proposed approach to be used and an estimation of the number of engagements with stakeholder and other relevant respondents.

5. Contractor Requirements

You must be able to evidence that you have the appropriate policies and processes in place for gathering data from participants involved in the research. This includes (but is not limited to):

1. Presenting the data in compliance with the United Kingdom General Data Protection Regulation and the Data Protection Act 2018 (together Data Protection Laws)
2. Demonstrating and exercising robust compliance with Data Protection Laws in connection with the storage, transmission, and processing of personal and/or sensitive personal data.
3. Obtaining participant consents

Please note, bidders may propose alternative methodologies if they would be considered suitable to the objectives of this research.

6. Contract Duration

The Contract start date is 10 May 2023

The Contract End date is 31 October 2023

ACE reserves the right to amend the dates as required.

7. Budget

The budget available for this project is £40,000 excluding VAT.

The budget is £40,000 inclusive of all travel and other expenses necessary to deliver the work.

Bids which exceed £40,000 excluding VAT will be excluded from this procurement exercise as being unaffordable.

8. Meeting and reporting

A Schedule of management reporting/review meetings will be agreed at the Inception Meeting.

9. Tender Timeline and deliverables

Tender Timeline	Due date
Tender release	13 th March 2023
Deadline for Clarification questions	4 th April 2023
Deadline for tender submissions	Midday on 17 th April 2023
Evaluation of Tenders	18 th April – 24 th April 2023
Interviews & Presentations (If required)	26 th /27 th April 2023
Anticipated contract award	28 th April 2023
Project inception Meetings	2 nd May 2023
Contract signing	10 th May 2023

The service provider will provide the following deliverables:

Deliverable	Due date
Project inception Meetings	2 nd May 2023
Updates on project progress (written / verbal)	Fortnightly
Research fieldwork	May 2023 – August 2023
Delivery of draft research report	15 th September 2023
Feedback on draft research report provided by ACE	22 nd September 2023
Delivery of final research report	24 th October 2023
Sign-off of final research report	31 st October 2023

You are asked to note the above project timescales are open to change. Arts Council England reserve the right to change / move dates if required to do so.

10. Key Performance Indicators/Metrics

The service provider must meet the following key performance indicators:

	Measure	KPI/Metric Target	Reporting Frequency
1	<p>The service provider meets all due dates which are detailed within the contract and which are otherwise mutually agreed in writing, except where those deadlines and/or dates are identified as being material to the Contract within:</p> <ul style="list-style-type: none"> • 0 working day tolerance • 2 working day tolerance 	85%	Quarterly
2	<p>Turnaround time for the Arts Councils queries – acknowledgement and resolution</p> <p>ACE to receive an acknowledgement within 2 working days of the query being received and a resolution within 5 working days</p>	100%	Quarterly

10 Payment Structure

A contract will be awarded for the length of the project. Arts Council England will pay on satisfactory completion of each deliverable as per the schedule below and receipt of a valid invoice:

Payment Deliverable	Percentage
Contract Signing	30%
Delivery of draft report	30%
Delivery of final report	40%

11 Useful Weblinks

Please refer to our [brand guidelines](#)

Please refer to Arts Council [accessibility guidelines](#)

Please refer to Government guidance on [Plain English](#)