

Higher Education Funding Council for Wales

**Specification for Consultancy Support for the
Development of Regional Strategies for the
Planning and Delivery of Higher Education in
Wales**

May 2010

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INTRODUCTION

- 1 The Higher Education Funding Council for Wales (HEFCW) is a Welsh Assembly Government Sponsored Body responsible for the funding of higher education in Wales, including in further education colleges. The Council came into being on 6 May 1992 and assumed responsibility for funding from 1 April 1993. In 1994 it was given an additional statutory responsibility for the funding and accreditation of initial teacher training (ITT) provision in Wales.
- 2 The Council currently funds twelve higher education institutions (HEIs) in Wales, including the Open University in Wales, together with specific higher education (HE) provision in some further education colleges (FECs). The Council's most recent Annual Report and its Corporate Strategy are available on the HEFCW web site www.hefcw.ac.uk.

BACKGROUND

- 3 *For our Future, the 21st Century Higher Education Strategy and Plan for Wales*¹ included the expectation that the Welsh Assembly Government, working with stakeholders and HEFCW, would 'develop a regional dimension to planning and delivery of higher education'. It noted the need for HEFCW to 'explore, develop and co-ordinate, in concert with the HE community, the development of a regional planning and delivery structure in Wales which can identify and tackle need while demonstrating the best use of resources'[para 76i].
- 4 HEFCW conducted a broad consultation on how to take forward this expectation, *Developing a Regional Dimension to the Planning and Delivery of Higher Education*, 16 February 2010.²
- 5 The outcomes of that consultation, including a summary of our initial proposals and of responses to the three questions we asked, are included in a draft circular attached at **Annex A**. The attached draft circular sets out the context, guidance, template, support and funding arrangements for the development of the regional strategies for planning and delivery of HE. We expect to publish the circular by the end of May 2010.
- 6 In essence, all higher education providers (HEIs and FECs) in Wales are expected to collaborate to prepare a single regional strategy for all modes

¹ [\[For Our Future - The 21st Century Higher Education Strategy and Plan for Wales\]](#)

² [\[Consultation Circular\]](#)

of HE provision in their region for submission to HEFCW by the end of November 2010. The three identified regions for which strategies are to be developed are: South East Wales; South West Wales; and Mid & North Wales. Detail regarding the allocation of the twelve HEIs³ to each of these regions is included in **Annex A**.

- 7 The aim of each of the regional strategies will be to:
- Improve provision regionally, especially for learners who, for whatever reason, are geographically constrained, and for employers who are seeking HE support, of whatever kind, locally;
 - Deliver agreements with partners through which to secure better subject availability (especially in subjects deemed from time to time to be priorities), easier geographical access, clearer progression routes to HE, and overall a higher degree of responsiveness to local needs;
 - Ensure working with partners to enable employers to find their way quickly to relevant local support, regardless of their initial point of enquiry;
 - Make better use of the resources available for delivery of HE across Wales through engagement and enhancement of the complementary strengths of different providers; and
 - Eliminate wasteful local duplication, and associated nugatory competition.
- 8 The regional strategies will look across the widening access, learning and teaching (including Welsh medium) and innovation & engagement policy areas but do not need to include research, although aspects of research can be included if providers feel it is appropriate. The strategies will also be expected to address possible collaborative approaches to capital investment and shared services.
- 9 In preparing the strategies, we will expect the HE providers in each of the three regions to liaise with local stakeholders, to establish the need for HE and to develop progression routes. Providers will also need to take account of the Welsh language and the need for Welsh medium provision, in developing the strategies, including the role of the Coleg Ffederal, as it develops⁴. They will also need to take account of equality and diversity, including scheduling impact assessment of the strategies to meet equalities legislation.
- 10 Following submission of the strategies, HEFCW officers will work iteratively with regional partnerships to analyse and develop the strategies. Whilst there will be opportunities to review and revise the strategies annually, it will be important to ensure that the initial strategy is based on robust information and assessments of regional demand and supply.

³ [\[Information on the HEIs in Wales\]](#)

⁴ [\[Coleg Ffederal report\]](#)

AIMS OF THE CONTRACT

- 11 Recognising the breadth of work required to prepare each regional strategy for the planning and delivery of HE, we wish to commission consultants to assist the three regions in developing their strategies for the November deadline. The work required to develop each regional strategy will include:
 - The auditing of current course/module provision, including areas of duplication and unnecessary competition;
 - The identification of key progression routes;
 - The identification of any new HE provision required within the region to address unmet need, covering aspects such as subject and mode;
 - The identification of opportunities for more coordinated widening access activities;
 - The identification of opportunities for joint regional work with employers;
 - The identification of opportunities for collaborative capital developments and shared services; and
 - The identification of the governance arrangements which will be put in place to secure both the ongoing and formal liaison arrangements to facilitate the regional collaboration.
- 12 It is the expectation that HE providers in each of the three regions will have initiated discussions on the development of their regional partnerships and undertaken some preliminary work on the identification of current provision, regional needs and progression routes prior to the start of the contract.
- 13 The consultants will be expected to work with stakeholders within each of the regions to facilitate and encourage the strategy development process. This will include: meeting with HEIs and directly funded FECs to discuss what they want to achieve; meeting with stakeholders within each of the regions to feed requirements and suggestions into the strategic planning process; the collection and analysis of supporting data on current provision and the needs of each of the regions; drafting and/or assisting in the drafting of the strategy on behalf of each of the regions; and acting as a 'critical friend' to help guide the development of each of the strategies. We will expect HE providers to work constructively with the successful contractor.
- 14 In addition to providing support within each of the localities, the consultants will provide support to the three regions in finalising their strategies via phone and electronic media.

- 15 The consultants will also provide a means of developing and sharing good practice between the three regional partnerships and report back to HEFCW on a regular basis regarding progress and any significant issues as they arise.

REQUIREMENTS OF THE CONTRACT

- 16 The contract will run for a period from 19 July 2010 until 30 November 2010. We have a maximum budget of £70,000 (including VAT) and our priority will be to ensure that the successful tender provides value for money and the delivery of the required outcomes within the above timescale. We anticipate a mix of support within each of the three regional localities and 'off site' support for each of the regional partnerships in the form of advice and support via telephone and electronic communication. HEFCW will also require the facility to call off additional work at an agreed daily rate if required.
- 17 HEFCW will provide the successful contractor with copies of the following:
 - Copies of all relevant Welsh Assembly Government and HEFCW documentation;
 - A supporting evidence base, including statistics in relation to the HE sector in Wales;
 - Details of contacts at all HEIs, FECs and HEFCW.
- 18 The contractor will be expected to arrange and conduct meetings with the HE providers (and the regional groupings of providers), and stakeholders in order to facilitate strategy development. It is therefore expected that time will be spent working closely with providers in each of the three regions.
- 19 Contractors will need to be able to deal with liaison with providers and stakeholders through the medium of Welsh (oral and written), where required.

OUTPUT REQUIREMENTS

- 20 The contractor will be expected to:
 - Attend an initial briefing meeting with HEFCW officers;
 - Prepare and submit a brief interim report on progress from each regional partnership by 10 September 2010, in order to keep us abreast of developments and enable us to keep the Minister informed of progress;
 - Report regularly to HEFCW on regarding progress and any significant issues as they arise;

- Support the submission of a single regional strategy for the planning and delivery of HE in each of the three regions by the end of November 2010; and
- Prepare and submit a brief final report identifying any issues arising from the regional planning process and learning points.

TIMETABLE

- 21 The following timetable is proposed although (with the exception of the closing date and time for tenders) the timings are indicative. They are also subject to completion of tendering procedures to the intended schedule:

Closing date for receipt of tenders	Noon, 7 June 2010
Presentations by short-listed contractors (if required)	28 June 2010
Award of Contract	Week beginning 12 July 2010
Commencement of project	19 July 2010
Initial meeting with HEFCW officers	Week beginning 19 July 2010
Meeting to discuss draft of interim report	Week beginning 20 September 2010
Submission of interim report	10 September 2010
Meeting to discuss progress of the development of regional strategies	Week beginning 1 November 2010
Submission of regional strategies	30 November 2010
Submission of final report	30 November 2010

AVAILABILITY OF SERVICE

- 22 A representative of the Contractor should be available to deal with queries from HEFCW during normal working hours.

SUBMISSION OF TENDERS

Requirements

- 23 Contractors are asked to provide a fully costed proposal which should:
- Set out the approach proposed and your methodology and provide a brief project plan
 - Specify the timetable of work in detail
 - Indicate the arrangements for quality assurance and provide a quality plan (see paragraph 30)

- Provide information on those staff involved (see paragraph 25)
- Demonstrate that you can work within the contract timescales specified
- Demonstrate your ability to deal with any communications under the contract through the medium of Welsh

24 Short listed contractors may be requested to make a short presentation on the basis of the information that they submit in their tender. The presentations, if required, would be held at the HEFCW offices in Llanishen, Cardiff on 28 June 2010 and must be made by those staff who will be involved in the execution of the contract.

Skills and Experience

- 25 Contractors will be expected to demonstrate that they have a project team of the highest calibre. Please provide biographies of staff who will be responsible for the project (brief CVs, qualifications, proof of accreditations to any relevant professional body etc), together with summaries of any previous work demonstrating experience of studies relevant to the type of work required under this contract. The number of days to be provided by each staff member should also be stated in the price schedule. Any proposed sub-contract element should be clearly shown with similar details of those involved in the project.
- 26 Contractors will also be expected to demonstrate that they have processes in place to deal with liaison with providers and stakeholders through the medium of Welsh (oral and written), where required.

Budget

- 27 **HEFCW will pay a fixed price for this contract.** Contractors should be aware that cost effectiveness of proposals, as well as content of submissions, will be a strong consideration in awarding the contract
- 28 The total cost should be broken down by activity. The proposal should show the time to be spent; the methods to be used; and the people who will be involved in each part of the project. The following types of expenditure should be itemised, where relevant, and brief notes should be included explaining the basis of the figures:
- individual staff, including support staff
 - travel and subsistence, including accommodation
 - any other expenditure
- 29 Contractors are asked to complete the Price Schedule attached at **Annex B**, ensuring that all costs are inclusive of VAT. The completed Price Schedule will be used as an evaluation tool, enabling HEFCW to evaluate costs on a like for like basis.

Quality assurance

- 30 Contractors are asked to submit a quality plan that identifies all the critical quality aspects of the contract and show how these will be achieved and checked. Quality plans should include information on:
- how the contract will be monitored and how performance will be reported
 - how complaints will be handled and how problems will be resolved and changes made.

CRITERIA FOR AWARD

- 31 The contract will be awarded to the most economically advantageous tender in terms of value for money and the following criteria, which are listed and weighted in order of importance and linked to OGC Quality and Whole Life Cost criteria:

Quality (70%)

- Quality of approach and methodology (weighting 6);
- Expertise and relevant experience of staff, including knowledge of the higher education sector and, ideally, the HE sector in Wales (weighting 6);
- Approach to quality assurance, suitable quality plan and project management (weighting 4);
- Demonstrable ability to work to the timescales specified in the timetable (weighting 2);
- Processes in place to deal with liaison with providers and stakeholders through the medium of Welsh (verbal and written), where required (weighting 2);

Whole Life Cost (30%)

- total cost of the proposed bid (weighting 6);

PROJECT MANAGEMENT

- 32 The contract manager will be Dr Ewen Brierley, Senior Strategic Development Manager, who will be responsible for the day to day monitoring and control of this contract. A deputy contract manager will be appointed to facilitate liaison.
- 33 Performance will be measured against the project plan and the quality control measures set out in the contractor's quality plan.

CONFLICTS OF INTEREST

- 34 The contractor must advise on how they would deal with any possible conflict of interest between the Council and any other client they may have. The contractor must state any connections between their firm and members/officers of the Council or with higher education institutions in Wales.

MANDATORY STATEMENT

- 35 Any contract between the client and a contractor yet to be appointed shall not bind the client to using the contractor as a sole supplier for those services contained in the contract.

INVOICING DETAILS

- 36 Under the contract you will be requested to establish account facilities for the Higher Education Funding Council for Wales. Invoices to be sent to:
- Higher Education Funding Council for Wales
For the attention of the Finance Clerk,
Finance Section,
Linden Court,
The Orchards,
Ilex Close,
Llanishen,
Cardiff
CF14 5DZ.

And all invoices must quote:

- Contract number:
 - Contract Managers Name
 - Purchase Order Number
- 37 HEFCW is fully committed to the prompt payment of invoices and supports the Confederation of British Industry's Prompt Payment Code. HEFCW aims to pay invoices in accordance with agreed contractual conditions, or where no condition exists, within 10 days of the presentation of a valid invoice
- 38 HEFCW shall pay to the successful contractor fees at the rates specified in the Schedule of Costs/Rates. Suppliers will be required to evidence all claims for travel and subsistence with receipts or other appropriate documentation.

EQUALITIES

- 39 HEFCW will ensure that, through its procurement procedures, contractors or subcontractors providing a service to the Council are aware of their obligations to adhere to the Council's commitment to eliminate unlawful discrimination on the grounds of age, disability, gender, race/ethnicity, religion/belief and sexual orientation and promote equality of opportunity and good relations between all sections of society. These commitments are set out in our Equality Scheme.
- 40 HEFCW welcomes tenders from all sections of society. HEFCW will promote procedures that are fair and free from prejudice.

ASSIGNMENT AND SUBCONTRACTING

- 41 The Contractor shall not assign or sub-contract any portion of the contract without the prior written consent of the HEFCW. Sub-contracting any part of the contract shall not relieve the Contractor of any obligation or duty attributable to him under the contract or these conditions.
- 42 The Contractor shall, if requested, provide the HEFCW with a list of all personnel engaged by his sub-contractors and any subsequent amendments thereto.
- 43 Where the HEFCW has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to the HEFCW immediately it is issued.

DATA PROTECTION

- 44 The Contractor shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular, the Contractor agrees to comply with the obligations placed on the Contractor by the seventh data protection principle ("The Seventh Principle") set out in the 1998 Act, namely:
- to maintain technical and organisation security measures sufficient to comply with the obligations imposed on the Contractor by the Seventh Principle;
 - only to process Personal Data for and on behalf of the HEFCW for the purpose of performing and in accordance with an agreement and where necessary only on written instructions from the HEFCW to ensure compliance with the 1998 Act; and to allow the HEFCW to audit the Contractor's compliance with the requirements of this clause on reasonable notice and/or to provide HEFCW with evidence of its compliance with the obligations set out in this clause.

- 45 The Contractor shall indemnify the HEFCW against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith incurred by the HEFCW as a result of any claims made or brought by any individual in respect of any loss, damage or distress caused to that individual as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in their performance of the agreement or as otherwise agreed between the parties under this.

OWNERSHIP & USE OF DATA

- 46 Any reports, notes of meetings, outputs, data, information and research findings produced during the period of this project will be the property of HEFCW with all the rights pertaining thereto.
- 47 Potential contractors must confirm in writing that they accept this ownership as part of their tender submission.
- 48 If the contract requires access to HEFCW's data then the successful contractor will need to ensure that:
- he/she has appropriate Registration/Notification with the Office of The Information Commissioner;
 - the data shall only be used for the purpose as required by the project;
 - neither the data nor any information extracted from them will be passed to any other party except with the explicit permission of HEFCW;
 - the data are held surrounded by security appropriate to their individual nature; and
 - all data or all copies or extracts made from it will either be returned to HEFCW or destroyed on request by the HEFCW.
- 49 If requested the contractor will provide HEFCW with written assurance that all copies of the data have been destroyed.

INTELLECTUAL PROPERTY

- 50 HEFCW shall own beneficially, legally and absolutely all interests in the copyright and other rights in the nature of intellectual property in respect of the contract and all materials produced hereunder with the exception of the regional strategies which will be owned by the regional partnerships of HE providers and the Contractor will:

- a. ensure that the Contractor's employees, agents or any third party has a legal obligation to assign to HEFCW any copyright or other rights in materials that such party creates for the Project and waives all moral rights in and to such materials and;
- b. itself assign to HEFCW any copyright or other rights which may best in the Contractor in any materials created for the Project and waive its moral rights as aforesaid, and;
- c. obtain any permission and pay fees in connection with the reproduction of any materials not specifically produced for the purposes of the Project where the copyright in such materials is owned by a third party; and
- d. prominently mark all materials published during or in relation to the Project with the following statement: Commissioned with the financial assistance of the Higher Education Funding Council for Wales (HEFCW). These materials are subject to copyright and may not be reproduced or published without the permission of the copyright owner.

51 For the avoidance of doubt final editorial control shall be exercised by and vested in HEFCW.

CONFIDENTIALITY CLAUSE

52 The information gained and view expressed during the project will be treated in confidence by the Contractor and the HEFCW. Copyright for the interim and final reports will rest with the HEFCW. A decision on whether to publish will be made by HEFCW.

- a) the contractor shall keep confidential all information connected with the business of HEFCW or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the services except:-
 - (i) With the prior written agreement of HEFCW, or;
 - (ii) By requirement of law
- b) the provision of Clause (a) shall not apply to such information if it is:-
 - (i) in the public domain otherwise than by failure of the Contractor to comply with Clause (a), or;
 - (ii) in the possession of the Contractor before these confidentiality obligations came into effect, or;
 - (iii) obtained from a third party who is free to disclose the same;

If the contractor enters or has entered into a separate confidentiality agreement with the HEFCW, the terms of such confidentiality agreement shall take precedence over this Clause.