



INVITATION TO TENDER
TENDER INSTRUCTIONS RELATING TO
THE PROVISION OF SERVICES FOR
'TACKLING RACE AND RACIAL INEQUALITY IN SPORT – LIVED
EXPERIENCES'

INSTRUCTIONS

1. ABOUT UK SPORT

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996. UK Sport's mission is to work in partnership to lead sport in the UK to world-class success. UK Sport's core responsibilities cover high performance sport and supporting sports to bid and staging of major international sporting events. UK Sport is a government agency responsible to the Department of Culture, Media & Sport and invests National Lottery and Exchequer funding in Great Britain's best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage.

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK. Through the Gold Event Series, UK Sport will support the bidding and staging of major international sporting events up to 2019.

Additional general information about UK Sport can be found at <http://www.uk sport.gov.uk>

2. INVITATION TO TENDER (ITT)

As part of a major Project aimed at tackling racism and racial inequality in sport in their home nations and across the UK, UK Sport and the four Home Country Sports Councils (Sport England, **sport**scotland, Sport Wales and Sport Northern Ireland) (the "**Collaborators**") wish to invite proposals for capturing the lived experiences of people from the Black, Asian and Minority Ethnic communities in accessing, being involved in, and being excluded from sport. The overall aims will be:

- **To increase knowledge and understanding of the 'lived experience' of Black, Asian and Minority Ethnic backgrounds accessing, involved in or excluded from sport** (i.e. participants – at school, in the community, in clubs, at performance levels; athletes; volunteers – including volunteer coaches and administrators; workforce; parents and carers) by appropriate facilitation of sharing experiences so people from Black, Asian and Minority Ethnic communities can be seen, heard and listened to
- **In this respect, to establish a Forum where people can talk frankly about their lived experiences of racism**, including historical and present-day issues, without criticism or prejudice

The Collaborators now invite Tenders for the provision of services for 'Tackling Race and Racial Inequality in Sport – Lived Experiences' ("the Services") in accordance with this ITT and the attached documents. As this process is conducted below the EU threshold for tenders there is no separate pre-qualification stage or questionnaire but potential suppliers are required to register their expression of interest in tendering in accordance with paragraph 5 below.

3. STRUCTURE OF ITT

3.1 The ITT is divided into the following sections:

- **Instructions** – this contains the Collaborators’ general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against. **A checklist is at Appendix 3 which sets out the dates and times by when documents need to be sent in by Tenderers;**
- **Specification** – this describes the service/quality standards required to provide the Services (Appendix 1);
- **Forms** – contain the forms required to be completed and submitted with tenders (Appendix 2);
 - Form of Tender
 - Bona Fide Tendering Certificate
 - Declaration of Criminal convictions, Tax Affairs and Controversial Situations
 - Certificate of Insurance
 - Freedom of Information Form
 - Non-Canvassing, Non-Collusion and Non-Corruption Certificate
 - References
 - Data Protection Questionnaire
- Checklist of documents to be returned (Appendix 3)
- Contract terms (Appendix 4)

4. TENDER TIMETABLE AND CONTRACT PERIOD

4.1 The Collaborators proposes the following timetable for the award of the Contract. This is intended as a guide and whilst the Collaborators does not intend to depart from the timetable, it reserves the right to do so at any time:

Date	Activity
Friday 9 th October 2020	Tender advertisement published and ITT made available to interested Tenderers
Friday 16 th October 2020	Tenderers to express interest and send contact details for lead contact & submit clarification questions

Monday 19 th October 2020	UK Sport to issue responses to clarification questions
Friday 23rd October 2020	Deadline for receipt of tenders
w/c Monday 26 th October 2020	Completion of Assessment of tenders
By end of Friday 30 th October 2020	Notification of assessment
Wednesday 4 th & Thursday 5 th November 2020	Presentation Interviews
By Friday 6 th November 2020	Notification of successful tenderer/unsuccessful tenderers
w/c Monday 9 th November 2020	Standstill period
w/c Monday 16 th November 2020	Contract commencement date

5. **EXPRESSIONS OF INTEREST**

- 5.1 Suppliers wishing to tender are requested to register their expression of interest by emailing Jerry.Bingham@uksport.gov.uk **by 17:00 Friday 16th October 2020** along with any clarification questions they may have in accordance with paragraph 8 of this ITT.

6. **CONTRACT**

- 6.1 The contract shall commence on Monday 16th November 2020 until Friday 12th March 2021 unless terminated in accordance with the terms of the contract.
- 6.2 The draft template contract is attached at Appendix 4. This is a standard UK Sport and it will only be amended on appointment of the successful Tenderer in order to incorporate the Tenderers' commercial offer and any material points based on Tenders.

7. **DISCLAIMER COSTS AND EXPENSES AND DISCONTINUANCE OF TENDER**

- 7.1 Nothing in this ITT binds the Collaborators to accept a Tender and award a contract. The Collaborators reserves the right to discontinue this Tender at any time during the ITT process and not to accept a Tender or award a contract.
- 7.2 The Collaborators shall not be liable to the Tenderer in any way whatsoever for the Tenderer's costs and expenses incurred during the tender process from its discontinuance or in relation to which a contract is not awarded.

- 7.3 The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
- 7.4 Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.

8. INFORMATION AND QUERIES

- 8.1 Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the ITT. UK Sport will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. UK Sport reserves the right not to respond to a request for information or clarification.
- 8.2 UK Sport reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.
- 8.3 The deadline by which to submit clarification questions and requests for further information is Friday 16th October 2020. Responses will be circulated by posting them on to Tenderers on UK Sport's website on Monday 19th October.
- 8.4 All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Jerry Bingham, Research Manager

E mail: Jerry.Bingham@uksport.gov.uk

9. BEST VALUE

- 9.1 In pursuit of continuous service improvement and efficiency, the Collaborators will require a commitment from the successful Tenderer to provide management information on the development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.

10. PREPARATION OF TENDER

- 10.1 This ITT (including all its appendices and attachments) has been prepared by the Collaborators for the sole purpose of enabling Tenderers to submit Tenders to the Collaborators. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. The Collaborators does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by the Collaborators in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by the Collaborators, such information may be disclosed:-

10.1.1 by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or

10.1.2 by the Collaborators in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.

11. **FREEDOM OF INFORMATION AND TRANSPARENCY**

11.1 Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise "exempt" from disclosure under FOI. As a consequence only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.

11.2 Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Sport and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport's document retention and disposal policy.

11.3 UK Sport reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport's legal duties and lawful discretion generally or in relation to the tender process.

12. **PREPARATION AND DELIVERY OF TENDER DOCUMENTS & PRESENTATION STAGE**

12.1 The Collaborators reserve the right not to accept the lowest or any Tender.

12.2 The Tenderer respond to the Tender Requirements as set out in paragraph 16 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 3.

12.3 The tender documents must be emailed to:

Jerry Bingham, Research Manager
Jerry.Bingham@uksport.gov.uk

12.4 **Tenders must be emailed no later than 23:59 Friday 23rd October 2020.**

12.5 The Collaborators will not accept tenders submitted by telegram, telex, fax, telephone or via online file sharing sites such as Dropbox.

12.6 Tenders shall remain open for acceptance for a period of 60 days (sixty days) from the Tender submission date.

13. REFERENCES

13.1 References are required and Tenderers must complete the references form at Appendix 2. The Collaborators reserves the right to contact referees (two per Tenderer) during the ITT period. If the Collaborators decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls in order to avoid any delay.

13.2 The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.

14. TENDER EVALUATION

14.1 Prior to evaluating Tenders, the Collaborators will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.

14.2 The Collaborators will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to the Collaborators against the following weighted factors:

Price and overall cost of the contract to UK Sport (50%)

Price Criteria	Score (Max 5)	Weighting	Score x Weight
Price		80%	
Added value		20%	
Total		100%	

Quality of service provision (50%)

Quality Criteria	Score (Max 5)	Weighting	Score x Weight
<ul style="list-style-type: none"> Understanding of the Sports Councils' requirements and consequent quality of the proposed approach, reflecting the complexity and sensitivity of the work involved. 		30%	

<ul style="list-style-type: none"> Knowledge and insight of Black, Asian and Minority Ethnic communities and the issues they face; clear understanding of the race equality legislative and policy environment. 		30%	
<ul style="list-style-type: none"> Experience of facilitating individuals and groups, in a safe environment, on issues such as conflict; inequalities; discrimination; marginalisation 		25%	
<ul style="list-style-type: none"> Experience of analysis and report writing on shared experiences and making recommendations for change 		10%	
<ul style="list-style-type: none"> Capacity to deliver the project in line with the aspirations, objectives and timescales set out in this brief 		5%	
Total		100%	

14.3 At the Collaborators discretion, they will invite a maximum of 3 Bidders to present their quotes via Microsoft Teams on Wednesday 4th and Thursday 5th November 2020. Further details on presentation times will be provided nearer the time.

14.4 The winner will be Tenderer with the highest score against the above criteria.

15. THE TENDER EVALUATION SCORES

15.1 The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the Collaborators' requirements as set out in the tender documentation would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed the Collaborators' core expectations as expressed in the Specification. The Collaborators encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

ITT Quality Evaluation Scoring Methodology

15.2 The basis for the scoring of Tenders will be in accordance with the following scale:

1	Unsatisfactory	A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit.
2	Marginal	A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of

		successful performance expectation. In general, the response would be described as faulty or substandard.
3	Satisfactory	A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient.
4	Very Good	A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
5	Excellent	A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.

16. TENDER REQUIREMENTS

- 16.1 The Tender requirement to the evaluation criteria are set out below. Tenderers are required to respond to ALL of the Tender requirements set out below. To assist the Collaborators' evaluation of a Tender submission, please ensure Tenders clearly cross-refer to the Tender requirements set out below. Any relevant supporting tender documentation must also be clearly identifiable by the evaluation criteria number.
- 16.2 Instructions for completing Tenders – please ensure these are followed:
- 16.2.1 Answers must be on A4 paper with a minimum font size 11. The paper layout can either be landscape or portrait. A3 paper can be used where use of diagrams, graphs etc. is required.
 - 16.2.2 Tenderers are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender. This information is not subject to a word count limit.
 - 16.2.3 Except to assist with proposals for the commercial sponsorship offer, please do not provide any corporate marketing material along with Tenders.
 - 16.2.4 When providing examples, Tenderers must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Tenderers have provided delivery to organisations similar to the Collaborators.
 - 16.2.5 If Tenderers do include examples, where possible, fresh examples for each criteria are preferred by the Collaborators. It is not acceptable to repeat the same example.

17. **STAFFING ISSUES AND TUPE**

- 17.1 The Collaborators is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part of.
- 17.2 Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.

18. **NON-CONSIDERATION OF TENDER**

- 18.1 A Tender may not be considered if:
 - 18.1.1 it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or
 - 18.1.2 it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
 - 18.1.3 the Tenderer fails to provide within 7 days any relevant documentary evidence requested by the Collaborators and not supplied with the Tender held by any signatory to the Tender; or
 - 18.1.4 it has attempted or does attempt to make its Tender conditional on the acceptance by the Collaborators of any other Tender contract or proposal; or
 - 18.1.5 it does not comply with paragraph 12.

19. **REJECTION OF TENDER**

- 19.1 The Collaborators may reject any Tender (which shall be without prejudice to the Collaborators' legal remedies) submitted by a Tenderer who has:
 - 19.1.1 made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform the Collaborators if they are having difficulty completing it.
 - 19.1.2 directly or indirectly canvassed any official of the Collaborators concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender.
 - 19.1.3 fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person.
 - 19.1.4 communicated to any person other than the Collaborators the amount or approximate amount of the price shown in its tender, except where such

disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.

- 19.1.5 entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar.
- 19.1.6 made or offered to make any type of payment or gift to any the Collaborators employee or member or to anyone else where or not the person is directly connected to the Collaborators directly connected with this Tender exercise.
- 19.1.7 offered or given or agreed to give any officer or member of the Collaborators any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations please note:

Tenderers will be excluded from the tender process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If Tenderers have answered "yes" to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil your obligations since learning of the exact amount due. If Tenderer is in that position please provide details using a separate document. Tenderers may contact UK Sport for information about how to do this before completing this form.

The Collaborators reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer's non-payment of taxes/social security contributions where no binding legal decision has been taken.

The word "Tenderer" for these purposes shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.

20. ACCEPTANCE OF TENDER

- 20.1 Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a 7 day standstill period.
- 20.2 Until the formal signing of the contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the 7 day standstill period has ended. The 7 day standstill period shall commence from the date notification to the successful Tenderer.

20.3 After the 7 day standstill period has elapsed, the Collaborators will request the successful Tenderer to sign the contract. Failure to comply with the Collaborators' requests to promptly sign the contract under will amount to a breach of contractual obligation and the Collaborators will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Tenderer.

21. **TENDER MATERIAL**

21.1 ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by the Collaborators or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of the Collaborators or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the Collaborators without delay if any additional Tender Material is required for the purpose of tendering.

21.2 In the event that a recipient of Tender Material decides not to participate in the submission of a tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to the Collaborators, the Tender Material may be retained by the Tenderer until the result of the competition is known.

21.3 The Intellectual Property Rights in Tender Material may belong to the Collaborators or a third party. The Tender Material may only be used for the purpose of responding to this invitation to tender and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of the Collaborators. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, the Collaborators, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

22. **PUBLICITY AND BRANDING**

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful tenderer and the Collaborators.

Appendix 1 Specification

TACKLING RACISM AND RACIAL INEQUALITY IN SPORT

INVITATION TO TENDER FROM THE UK'S SPORTS COUNCILS FOR 'CAPTURING THE LIVED EXPERIENCES OF PEOPLE FROM BLACK, ASIAN AND MINORITY ETHNIC COMMUNITIES IN ACCESSING, BEING INVOLVED IN, AND BEING EXCLUDED FROM SPORT'

Introduction

1. As part of a major Project aimed at tackling racism and racial inequality in sport in their home nations and across the UK, UK Sport and the four Home Country Sports Councils (Sport England, **sportscotland**, Sport Wales and Sport Northern Ireland) wish to invite proposals for capturing the lived experiences of people from Black, Asian and Minority Ethnic communities in accessing, being involved in, and being excluded from sport.
2. The five Sports Councils are joining forces on this study in their collective ambition and determination to:
 - Have a sporting system which is truly inclusive and properly reflective of UK society
 - Stamp out racism and racial inequality in sport
3. The following document sets out the background of the overall Project; aims and objectives of the specific study being commissioned; as well as timescales, reporting requirements and management arrangements. This [link](#) will provide further context.
4. It is important to note that this study is one of two distinct pieces of work being commissioned by the Sports Councils as part of the overall Project, with the other piece being focused on reviewing and analysing data around race and ethnicity in sports workforce and participation. **This tender and brief outlined below relate only to the lived experience piece.** Further information on the data review and analysis can be found on the UK Sport Tender Opportunities [webpage](#). You may also contact Jerry.Bingham@uksport.gov.uk.

Background to the UK's Sports Councils Project for Tackling Racism and Racial Inequality in Sport

5. The shocking events surrounding George Floyd's death in the US in May 2020, the global outcry that ensued and the Black Lives Matter campaign demanding systemic change across society in the UK and around the world, have prompted the leaders of the five Sports Councils to urgently review and determine the route they – and the wider sporting sector – must take to address racism and racial inequality in sport.
6. In recent years, the Sports Councils have individually carried out a range of research projects and programmes geared towards creating more opportunities for participation and inclusion of people from Black, Asian and Minority Ethnic communities - as well as other protected characteristics - to access, engage and compete in sport.
7. However, despite these interventions, the CEOs of the Sports Councils recognise that significant and deep-seated challenges persist in sport in relation to racism and racial

inequalities. Some of the work undertaken previously has worked and some has not. Where there has not been progress, the reasons for failure have not been properly understood, explored or actioned; and where progress has been made, this may not have been wide or deep enough. Therefore, the leaders of the Sports Councils are determined to understand:

- Whether enough is being done by them and their organisations (and more widely across the sector) to understand the issue and context that they trying to make the change in
 - Whether they and their organisations can be trusted to be part of the solution by those sections of British society and communities they aim to reach and engage
 - Whether they and their organisations are doing enough in terms of actions and outcomes to tackle the challenge.
8. Whilst the scale of change required is significant, the Sports Councils are determined to engage, listen and learn – in a spirit of complete openness and honesty – as well as take collective and collaborative action in order to achieve transformative and systemic change in stamping out racism and racial inequality in sport. As a result, the first phase of this work will be expected to be carried out within six months and be focused on:

a) Gathering and analysing the data that exists on race and ethnicity in sport; what insights this provides; and critically, what data and knowledge gaps exist. A separate and distinct tender has been developed for this element of the Project and can be viewed [here](#).

b) Through a dedicated forum, gaining a deeper understanding of the lived experiences of race, racism and racial inequalities in sport. This will be the focus of this tender as set out below.

9. It is worth noting that once the first phase of this work is completed, further work will be commissioned to triangulate and consolidate both the data review and the themes emerging from the lived experience forum. This work will lead to a final report underpinned by a strong set of evidence-based recommendations, which the Sports Councils will review and follow through an action plan aimed at stamping out racism and racial inequality in the sporting system in each Home Nation and across the UK.

10. The leaders of the Sports Councils are sensitive and determined to not falling foul of 'yet another report' about racism in sport which does not achieve meaningful change. This Project will therefore be jointly owned by the CEOs of the Sports Councils with the recognition that its outcomes will be judged on results and the practical experience of change. There will also be ongoing communication of learning as the project progresses - and coordinated across the four Home Nations and UK Sport - with sports and media as appropriate.

Aim and objectives of the 'Lived Experience' Forum

11. As outlined in paragraphs 4 and 8b above, this tender will specifically be focused on the lived experience of race, racism and racial inequalities in sport. The overall aims will be:

- **To increase knowledge and understanding of the 'lived experience' of Black, Asian and Minority Ethnic backgrounds accessing, involved in or excluded from sport** (i.e. participants – at school, in the community, in clubs, at performance levels; athletes; volunteers – including volunteer coaches and administrators; workforce; parents and carers) by appropriate facilitation of sharing experiences so people from Black, Asian and Minority Ethnic communities can be seen, heard and listened to
- **In this respect, to establish a Forum where people can talk frankly about their lived experiences of racism**, including historical and present-day issues, without criticism or prejudice

12. It is critical that the aim and purpose of sharing experiences is understood by all those who participate. The participator must be clear that this is not a means to pursue a complaint or to direct a Sports Council to take action against a particular sport or organisation. There are formal complaints and safeguarding processes in place to address these and Forum participants can be signposted to make use of them, if necessary. The facilitators will establish an agreed way of working with Forum participants as to its aim and purpose and what it is not intended for.

Objectives

13. In commissioning this piece of work on facilitating members of Black, Asian and Minority Ethnic communities to share their experiences of race and racism in sport in a safe Forum space, the Sports Councils expect the contractor:

- To identify and reach out to Black, Asian and Minority Ethnic communities to encourage people to share their experiences
- To provide a safe, sensitive and confidential Forum environment so that participants can have confidence in sharing their experiences, being listened to and heard and can have trust in the use of their lived experiences. This will include a physical (where possible) and online safe space for people to write and upload their experiences
- To explore aspirations, experiences, what could have made a difference, to help shape a participant centred report and set of recommendations
- To provide for signposting and additional support for those who need it, who are sharing their experience for the first time or who have a traumatic experience to tell again
- To document those experiences, undertake an analysis of common themes and report on people's aspirations of what they want - and what they want to achieve - to help shape clear recommendations for change
- To consider the insight gained in the context of the outcome of the research findings and gap analysis on research available (to be commissioned separately)
- To provide a final report of the lived experiences told to raise awareness of the impact of racism in sport on people's lives - and the damage to sport itself -, setting out themes and patterns, and making recommendations for change

Outcomes

14. The projected outcomes are expected to be:

- Increased understanding of and evidence base on the extent and impact of racism on individuals involved in sport and how that impacts their lives and life choices;

- Increased understanding of the impact of the above on sports generally, potentially including lost talent and other lost opportunities as a direct result;
- A roadmap for building and developing trust between Black, Asian and Minority Ethnic communities, Home Nations sports bodies and UK bodies as an essential foundation for leading and achieving a racially inclusive sports sector, where everyone is welcome and reaches their full potential regardless of colour, race, religion or ethnicity

Outputs

15. The successful bidder will be required:

- to produce a progress report *by w/c 14 December 2020* to the five sports councils;
- to produce a draft final report *by w/c 18 January 2021* upon which the Sports Councils will provide comments within four weeks of receipt.
- to produce a final report in PowerPoint form *by w/c 22 Feb 2021*, supported by a technical report in Word form, identifying key themes emerging from the lived experiences told, with individual case studies highlighting the impact of the experience on the individual and the sport; recommendations for change, in consensus with Forum participants.
- following sign-off of the final report, to produce in *w/c 8 March 2021* a short public guidance to the sector on data that would need collating and how.

Skills Required

16. Those interested in completing this project must have the following experience and skills:

- Insight and knowledge of the Black, Asian and Minority Ethnic communities and race equality will be desirable with a legislative context and social context
- Demonstrable knowledge and insight of Black, Asian and Minority Ethnic communities and the issues they face and; clear understanding of the race equality legislative and policy environment.
- Extensive experience of using shared experiences in conflict resolution;
- Extensive experience of facilitating individuals and group on issues such as conflict; inequalities; discrimination; marginalisation in a safe environment;
- Experience of analysis and report writing on the above matters, including development of individual case studies;
- Research and social policy skills; making recommendations for change that align with government priorities

Methodology

17. We are seeking an interactive, facilitated series of discussions which are participant led, with people of Black, Asian and Minority Ethnic communities involved in sport who can share their personal experience of race and racism in sport.

18. The successful contractor will be expected to work with each of the five sports councils initially to identify Black, Asian and Minority Ethnic communities within their jurisdiction, including trusted representative community groups and charities who can encourage individuals to come forward and speak without fear of criticism, prejudice or historical revisionism.

19. The procurement exercise will seek a detailed methodology from the tenderer on how best to achieve the project aims and outcomes, working within broad parameters set here
20. The contractor will create a safe environment for sharing experiences where the well-being of the participant is paramount and her/his experience is validated. Additional support (for instance, by referral to a third party), where necessary will be offered to participants who need it, working in conjunction with the Sports Council in that jurisdiction
21. It is envisaged that a series of group meetings with members of individual minority ethnic communities are held first so that trust and confidence may be built to engage in a wider Forum.
22. The contractor will establish a wider Forum that provides a safe space for Black, Asian and Minority Ethnic community members to share their experiences and gain mutual support and validation.
23. The Contractor will need to be cognisant of and sensitive to the fact that the UK is made up of regions and nations with diverse demographic variances, including variances in social, economic and historical political differences.

Timetable

24. The key milestones for the project are as follows:

Tender	<i>By Friday 9 October 2020</i>
Submission of questions/clarifications	<i>Fri 16 October 2020</i>
Return of proposals	<i>End of Fri 23 October 2020</i>
Shortlisting	<i>w/c 26 October 2020</i>
Interview/Decision/contract awarded	<i>w/c 2 November 2020</i>
Inception meeting	<i>w/c 16 November 2020</i>
Draft progress report and presentation	<i>w/c 14 December 2020</i>
Final draft report	<i>w/c 18 January 2021</i>
Feedback from Sports Councils	<i>w/c 1 February 2021</i>
Final report and presentation of findings	<i>w/c 22 February 2021</i>
Production of guidance	<i>w/c 8 March 2021</i>

Project management and budgets

25. Overall ownership, oversight and responsibility for the project will be held by the CEOs of the respective Sports Councils. The project will be managed on a day-to-day basis by UK Sport (in partnership with the other Sports Councils through the Sports Councils Equality Group and Insights Group), who will be the first point of contact for the appointed contractor. The point of contact for this tender will be: Jerry Bingham, Research Manager, UK Sport (jerry.bingham@uksport.gov.uk).
26. Budget will be shared among all five Sports Councils. It is estimated the cost of this study will be in the region of £40-50k.

Appendix 2 Forms

THE UNITED KINGDOM SPORTS COUNCIL

PROVISION OF TACKLING RACE AND RACIAL INEQUALITY IN SPORT – LIVED EXPERIENCES

FORM OF TENDER

The completion of the documents will be taken as part of the contract between the Tenderer and UK Sport.

Please note that if any errors, omissions or mistakes are identified during the tender evaluation process UK Sport may:

- a. Invalidate the tender; or
- b. Ask the tenderer to stand by the Tender as submitted or withdraw it; or
- c. Allow the Tender to be amended.

TO: THE UNITED KINGDOM SPORTS COUNCIL

I/we hereby undertake to

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

- Contract
- Specification & Pricing Matrix
- Form of Tender
- Certificate of Bona fide tendering
- Declaration of Criminal Convictions, Tax Affairs and Controversial Situations
- Certificates of Insurance
- Tenderers statement in relation to Freedom of Information
- Non-Canvassing, Non-Collusion and Non-Corruption Certificate

At the price given in the Tender.

Dated this.....day of.....2015.

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

PROVISION OF TACKLING RACE AND RACIAL INEQUALITY IN SPORT – LIVED EXPERIENCES

BONA FIDE TENDERING CERTIFICATE

TO: The United Kingdom Sports Council ('UK Sport'):

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

- a) We have communicated the amount of our tender to any other person before the time of submission of this tender;
- b) any other tenderer was reimbursed any part of their tendering costs;
- c) our tendered prices have been adjusted by reference to those of any other tenderer.

We understand that UK Sport reserves the right to seek clarification and/or negotiate pre – tender and post tender.

We further understand that the information contained in the tender documents is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Contract.

Dated this.....day of.....2015

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

PROVISION OF TACKLING RACE AND RACIAL INEQUALITY IN SPORT – LIVED EXPERIENCES

DECLARATION OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS

TO: The United Kingdom Sports Council ('UK Sport'):

1. We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that, within the past five years, our organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences:

Offences	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by		

Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		

(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
(j) any offence under section 1, 2 or 4 of the Modern Slavery Act 2015		

2. We also declare we are not subject to any a judicial or administrative proceedings or decisions having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which our organisation is established (if outside the UK), that our organisation is in breach of obligations related to the payment of tax or social security contributions.

Non-payment of taxes or social security contributions

If you are subject to judicial or administrative proceedings or decisions having final and binding effect, please provide further details in this box. Please also use this box to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines.

3. We also declare, that within the past three years, none of the following controversial situations have applied, or currently apply, to our organisation.

Controversial Situations	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of England & Wales, Scotland or Northern Ireland;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest (see note below) that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of this procurement procedure has resulted		

in a distortion of competition, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate document. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the UK Sport should not represent a conflict of interest for the Supplier.

Dated this.....day of.....20[...]

Signature.....position in company.....

Name of Company.....

(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)

THE UNITED KINGDOM SPORTS COUNCIL

**PROVISION OF SERVICES FOR TACKLING RACE AND RACIAL INEQUALITY IN SPORT –
LIVED EXPERIENCES**

CERTIFICATE RELATING TO EMPLOYERS LIABILITY INSURANCE

TO: The United Kingdom Sports Council ('UK Sport'):

1. This Certificate is to assure UK Sport that the Insurance Policy Number holds **[Insert Tenderer Name]** covered throughout the Contract Period and in accordance with the Conditions in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the **[Insert Tenderer Name]** or their Agent.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to by any act or default of UK Sport or persons employed by UK Sport.
3. We have due regard to UK Sport's interests in the policy in respect of the risks to **[Insert Tenderer Name]** employees and others and undertake to inform immediately the UK Sport's Legal Team if the insurance cover is discontinued or invalidated during the Contract Period.
4. We accept the obligation implied by this Certificate to produce on request irrespective of the timing, the Insurance Policies and Premium receipts.
 - a) The insurance in respect of this Contract for any one incident without any limitation of the number of claims from.....to..... in a contract year is not less than £5 million.

b) Insurers address.....

.....

Insurers authorised signatory.....Date

Status/Designation.....Policy No.....

Expiry Date..... Signed.....

On behalf of (company name and address).....

.....

Insurers/Brokers stamp.....

FOR OFFICIAL USE

POLICY INSPECTION DATE OFFICER'S SIGNATURE

PREMIUM INSPECTION DATE OFFICER'S SIGNATURE

THE UNITED KINGDOM SPORTS COUNCIL

PROVISION OF SERVICES FOR TACKLING RACE AND RACIAL INEQUALITY IN SPORT – LIVED EXPERIENCES

CERTIFICATE RELATING TO PUBLIC LIABILITY/THIRD PARTY INSURANCE

TO: The United Kingdom Sports Council ('UK Sport')

1. This certificate is to assure UK Sport that Insurance Policy Number withholds *[Insert Tenderer Name]* covered throughout the term of of the contract and in accordance with the contract terms, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the contract without limiting *[Insert Tenderer Name]* obligations and responsibilities.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of UK Sport or persons employed by them.
3. The terms of the insurance include an indemnity to principal's clause whereby in the event of any claim, in respect of which *[Insert Tenderer Name]* would be entitled to receive indemnity under its insurance policy being made against UK Sport, *[Insert Tenderer Name]* insurers will indemnify UK Sport in like manner against such a claim and any costs, charges and expenses in respect thereof.
4. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
 - a) The insurance in respect of the Services under the contract for any one accident without any limitation of the number of claims from.....to in each year is not less than £5 million.

b) Insurers address.....

.....

Insurers authorised signatory..... Date.....

Status/Designation..... Signed.....

On behalf of (Company name and address).....

.....

Insurers/Brokers stamp.....

FOR OFFICIAL USE	
POLICY INSPECTION DATE	OFFICERS SIGNATURE
PREMIUM INSPECTION DATE	OFFICERS SIGNATURE

THE UNITED KINGDOM SPORTS COUNCIL

**PROVISION OF SERVICES TACKLING RACE AND RACIAL INEQUALITY IN SPORT –
LIVED EXPERIENCES**

TENDERERS STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000

Tenderers are required to read the following and complete the table below and sign/date the document

We have read and understand paragraph 10 of the Invitation to Tender for the Services and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 ('The Acts') we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our tender for redevelopment of the Site with UK Sport.

We understand that Section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence.

We further believe that disclosure of the information referred to in Table 1 after the contract is awarded would, or is likely to, prejudice our commercial interests under section 43 of the Act. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

During the course of the tender process all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

If we are awarded the contract we ask that the information in table 1 be put in a confidential and commercially sensitive schedule to the contract.

Table1: Section 41 - confidential and Section 43 - commercially sensitive information

Exemption(s) claimed	Information	Minimum Period of exemption
Section 41		
Section 41		
Section 41		

Section 41		
Section 43		
Section 43		
Section 43		

If for any reason UK Sport considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [name of Tenderers representative]. This will enable us to review the nature of the material under consideration for release, and also provides the opportunity to support UK Sport in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform UK Sport (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

Dated this.....day of.....2015

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

**PROVISION OF SERVICES FOR TACKLING RACE AND RACIAL INEQUALITY IN SPORT –
LIVED EXPERIENCES**

NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE

The essence of a formal selection process is that UK Sport receives bona fide proposals from all Tenderers.

In recognition of this principal we the Tenderer [Insert Company Name] certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:-

- a) Directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
- b) Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
- c) Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
- d) To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
- e) made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise; or
- f) offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

Dated this.....day of.....2015

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

**PROVISION OF SERVICES FOR TACKLING RACE AND RACIAL INEQUALITY IN SPORT –
LIVED EXPERIENCES**

REFERENCES

Organisation:	
Address:	
Contract Name:	
Telephone No:	
E-mail Address:	
Approximate Value:	

Organisation:	
Address:	
Contract Name:	
Telephone No:	
E-mail Address:	

Approximate Value:	

UK SPORT
QUESTIONNAIRE FOR PROSPECTIVE
DATA PROCESSORS



Introduction:

UK Sport is required under the General Data Protection Regulations, the Data Protection Act 2018 and HMG Security Policy Framework¹ to ensure that existing and prospective contractors processing personal data and/or confidential information on behalf of UK Sport are doing so with an appropriate level of security and in accordance with statutory requirements.

This questionnaire is to be completed by potential data processors at tender stage or by contractors that have access or are party to confidential information.

Please complete and return this questionnaire, signed by an authorised representative for your organisation.

1. ORGANISATION DETAILS

Name:

Address:

Contact name:

Contact details:

Email:

2. DATA PROCESSING ACTIVITIES

¹ <https://www.gov.uk/government/publications/security-policy-framework>

In connection with the contract:

2.1 Describe the purposes for which your organisation uses personal data

2.2 Describe how personal data (tangible/ intangible form) is stored on your systems.

2.3 Describe all potential recipients of personal data held by your organisation (if any) and the likely uses of the data by those recipients.

2.4 Describe how data is transferred (a) internally within your organisation and (b) to external parties (if applicable).

3. SECURITY POLICIES AND PROCEDURES

3.1. Do you have an information security policy?

No

Yes

(If yes, please provide a copy)

3.2 Does your information security policy include the following:

3.2.1	Physical security of premises and processing areas <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.2	physical entry controls <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.3	equipment security and maintenance <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.4	password and access controls <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.5	security of mobile equipment (eg laptops) <input type="checkbox"/>	Yes	No <input type="checkbox"/>

3.2.6 controls against malicious software Yes No

3.2.7 business continuity planning Yes No

3.3 Does your information security policy comply with BS 27000? Yes No
Don't know

3.4 Do you have HM Government Cyber Security Essentials Accreditation?² Yes No Don't know

3.4 Do you have a policy for complying with the Data Protection Act 1998? Yes
No

(if yes, please provide a copy)

4. DATA QUALITY

In connection with the contract:

4.1 Describe any procedures³ currently in place to ensure that all personal data is accurate and up-to-date.

4.2 For how long is personal data usually kept by you?

4.3 Does your organisation have a policy regarding the periodic destruction or deletion of obsolete data? Yes
No

² See <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

³ This may include writing to individuals to request confirmation as to the accuracy of the data held about them.

(If yes, please provide details):

5. DEALING WITH INDIVIDUALS RIGHTS

5.1 Describe any procedures⁴ currently in place to deal with requests by individuals to be supplied with information about the data held by them

6. SECURITY MEASURES

This section is intended to establish which security measures are in place in your organisation to ensure the confidentiality of personal data.

Please indicate whether you have the following:

6.1 A clear desk policy? Yes No

⁴ This may include the use of checklists or standard letters dealing with access requests

6.2 A clear screen policy? Yes
No

6.3 Controls on access to information (inside and outside your organisation)? Yes
No

6.4 A secure disposal policy for equipment, media and data (e.g. encryption)? Yes
No
(If yes, please provide a copy)

6.5 A back-up and disaster recovery policy? Yes
No

6.6 Internal training programme on security systems and procedures? Yes
No

6.7 Any equipment off-site or store any personal data off-site? Yes
No

7. DISCIPLINARY RECORD

7.1 Have you been the subject of a complaint(s) to the Information Commissioner? Yes
No

(if yes, please provide details)

7.2 Have you ever had a security breach resulting in loss or unauthorised disclosure of personal data? Yes No

(If yes, please provide details)

8. INTERNATIONAL DIMENSION

8.1. Do you share personal data with organisations outside the UK? Yes No

If the answer to 8.1 is yes, please answer the following questions:

8.1.1 (a) Indicate which of those organisations are part of your Group of companies:

8.1.1 (b) Is there any internal policy governing the use of personal data with organisations listed above?

Yes No N/A

8.1.2 (a) Indicate which of those organisations are NOT part of your Group of companies:

8.1.2 (b) Is there a written contract governing the relationship between such organisations and CLIENT?

Yes No N/A

(If yes, please provide details)

8.2. Does any third party process personal data on your behalf outside of the UK? Yes No

(If yes, please provide details)

9. SUPPLY CHAIN RISKS

9.1 Have you undertaken a risks assessment against your supplier's role in the supply chain and the risks posed to delivery of the services? In particular have identified any cyber security dependencies and vulnerabilities? Yes No

(If yes, please provide details and how you mitigate those risks)

9.2 How often do you review your business relationships and risk management with these suppliers?

Appendix 3

THE UNITED KINGDOM SPORTS COUNCIL

PROVISION OF TACKLING RACE AND RACIAL INEQUALITY IN SPORT – LIVED EXPERIENCES

CHECKLIST

[Friday 16th October 2020]

Action Tenderer	Tick
Confirmed expression of interest	
Submitted any clarification questions	

[Monday 19th October 2020]

Action UK Sport	Tick
Responses to clarification questions received from UKS	

[Friday 23rd October 2020]

Action Tenderer	Tick
Submitted Tender	
Completed and Signed Forms at Appendix 2	
Statement of Good Standing	

[By Friday 30th October 2020]

Action UK Sport	Tick
Notification to successful/unsuccessful tenderers	

[Wednesday 4th and Thursday 5th November 2020]

Action Tenderers to Present	Tick
Attend Presentation Meetings	

[By Friday 6th November 2020]

Action UK Sport	Tick
Notification to successful/unsuccessful presenters	
Standstill period	

Appendix 4

THE UNITED KINGDOM SPORTS COUNCIL

PROVISION OF TACKLING RACE AND RACIAL INEQUALITY IN SPORT – LIVED EXPERIENCES

DRAFT CONTRACT



Standard
Contract.doc