



## **Invitation to Tender**

Website Development and Maintenance

### **Superfast Cornwall 2: 2018-2020 TEN 420**

25<sup>th</sup> January 2018

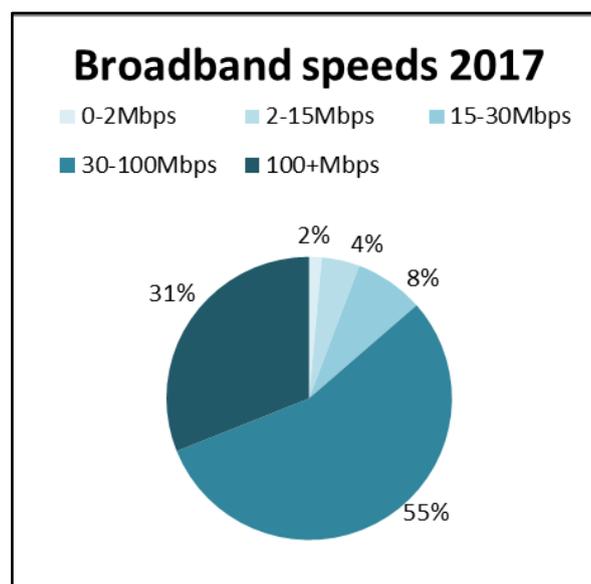
## 1. About the 'Superfast Cornwall 2' and Flexible Working Websites

Cornwall Development Company (CDC) are looking to procure the development, hosting and maintenance of a website for the new Superfast Cornwall programme and the flexible working guidance website. The Superfast Cornwall programme is part-funded by the EU, which runs from 2018 to 2020. The Superfast Cornwall programme is responsible for up-grading and extending Cornwall's current telecommunication infrastructure to connect as many premises as possible to broadband speeds of 30Mbps and above. The programme website's role is to provide information, advice and guidance aimed at the Cornwall community on connecting to and using superfast broadband effectively. There are two existing websites: Superfast Cornwall (<http://www.superfastcornwall.org/>) and Flexible Working ([www.flexible-working.org/](http://www.flexible-working.org/)); and we anticipate much of current content to transfer into the new sites.

## 2. Background and context

Superfast broadband infrastructure in Cornwall has been delivered through two key programmes since 2010: the Superfast Cornwall programme (2010-2015) and the current Superfast Extension Project (2015-2017). A third phase for delivery in the period 2018-2020 is now underway.

### Superfast & Ultrafast for Cornwall Programme – 2018-2020



At the end of 2017, it is estimated that around 38,000 premises will be unable to connect to 30+Mbps<sup>1</sup> superfast broadband. Of these, around 16,000 will be unable to connect with at least 15Mbps speeds and around 4,000 will have speeds of less than 2Mbps.

The new £17.6 million programme will upgrade a further estimated 7,500 premises in some of Cornwall's most remote places, focussing on those premises with less than 15Mbps access.

Funding for this new initiative comes from the EU which will provide £8.5m; BT £5.1m; the Government's Broadband

Delivery UK (BDUK) programme £3m; and Cornwall Council £1.1m. The programme will be managed by Cornwall Development Company.

As this is a publically funded programme seeking to improve the Cornish economy and wellbeing by providing access to improved broadband speeds, a vital necessity to live and grow in today's world, it is therefore very important that the Cornish residents and business have somewhere to go with questions about where, when,

<sup>1</sup> Although there are various Government and EU definitions, superfast broadband is taken as 30+Mbps in this document for consistency with the next 2018-2020 Superfast Cornwall programme. Ultrafast broadband is taken as 100+Mbps.

how and why of superfast broadband in Cornwall and this website will need to support that.

### 3. Tender objectives

CDC is seeking to commission services to deliver:

- a) New Superfast Cornwall and Flexible Working websites which are responsive and mobile optimised, including design, content, build and implementation
- b) Develop a SEO strategy for the websites, reviewing all existing content to ensure maximum optimisation opportunities and best quality user experience.
- c) Provide hosting, maintenance and ongoing support service for the websites over the lifetime of the contract.

### 4. Tender requirements

#### 4.1 Deliver a new Superfast Cornwall and Flexible Working website

The new sites will be a next generation development of the existing Superfast Cornwall <http://www.superfastcornwall.org/> and Flexible Working [www.flexible-working.org/](http://www.flexible-working.org/)

The new site requirements are:

- To build and implement the websites using widely recognised Content Management System software.
- To use the existing Superfast Cornwall branding / logo
- To be compliant with EU branding & publicity guidelines, so the appropriate EU logo must be displayed in a compliant way.
- To embed videos from Video hosting sites such as YouTube and Vimeo within the Content Management System
- Data Protection/GDPR Compliant.
- Minimum "AA" level of W3C conformance
- Availability of Real User testing across multiple browser platforms, including older versions of all the main browsers
- The CMS capable of publishing content securely to external hosting
- Minimum compatibility with the following browsers: Firefox v35 upwards, IE at least 9-10, Safari at least v8-9, Chrome,
- The website should be entirely manageable by a web interface with an integrated spell checker within the WYSIWYG editor and offer a Page Preview Facility. Users shall see the entire page in the context of editing, displaying all multimedia, images and links as if the page was live.
- Capable of adding/deleting new pages and menu items
- Capable of allowing content to be contributed directly from Microsoft Office applications; this function shall automatically convert documents into the required format, including transferring of images.

- Capable of supporting Forms functionality that the can configure, add fields and download responses in suitable formats by Superfast Team.

#### 4.2 Develop a SEO strategy for the websites.

Given that the new website will be a development of the existing material, this content and structure will need to be reviewed and revised.

These requirements are:

##### 4.2.1 To participate in a comprehensive audit of the existing websites to:

- To structure the new website in a way that optimises the current website SEO performance
- Review all existing content to ensure maximum optimisation opportunities.
- Identify opportunities and make recommendations for better audience engagement.

#### 4.3 Provide a hosting, maintenance and ongoing support service.

The budget includes the costs for hosting, maintenance, and support throughout the lifetime of the contract (end date Feb 2020.)

These requirements are:

##### 4.3.1 A service package covering the lifetime of the contract that includes

- Hosting of the website
- On-going maintenance and SEO work.
- 25 hours per annum of development, maintenance, advice, support, training consultation to call upon, with an option to buy more.
- Provide a cost per hour for ongoing maintenance.
- At least 4 face to face meetings at Offices in Cornwall, including 2 during development.
- A detailed budget breakdown of the items in the service package.

##### 4.3.2 To provide advice and be available for consultation at any point during the implementation of the new website and content management system.

#### 4.4 Further requirements of this ITT are:-

To complete a full handover of all digital assets that are developed for Superfast Cornwall website during the project as well as administrative access to all aspects of the website.

The successful Tenderer will be expected to meet the requirements of the

ERDF Branding and Publicity Requirements. Audits and verification checks will be carried out on projects; the consequences of non-compliance may lead to financial penalties. It is therefore vital that you meet the requirements of these guidelines and retain verifiable evidence of all communication activities undertaken.

The ERDF Branding and Publicity Requirements document is included within this tender.

## 5. Total budget and milestone payments

Budget	Detail
£18,000 exclusive of VAT	<p>This sum would cover all the <b>activities</b> and <b>expenses</b> incurred with:</p> <ul style="list-style-type: none"> <li>• Delivery of two new websites including design, content, build and implementation (see below for timescale and payment schedule)</li> <li>• Develop a SEO strategy for the websites, reviewing all existing content to ensure maximum optimisation opportunities and best quality user experience.</li> <li>• Provide a hosting, maintenance and ongoing support service for the websites over the lifetime of the contract.</li> </ul>

Milestone Payments Claims	% Website Development budget	Target Dates
1) Prototypes signed off	30 %	1 <sup>st</sup> March 2018
2) Superfast Cornwall Website live	40%	30 <sup>th</sup> March 2018
3) Flexible Working Website live	30%	30 <sup>th</sup> April 2018

## 6. Timescale

The project will run from February 2018 until Feb 2020.

## 7. Tender submission requirements

Please include the following information in your Tender submission.

- 7.1 Covering letter (two sides of A4 maximum) to include:
- Contact name for further correspondence
  - Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines
  - Confirmation that the tenderer accepts all the Terms and Conditions of the Contract attached
  - Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 15) to include confirmation that Equality and Diversity and Environmental policies are in place and, if successful, supporting documentation will be provided as evidence
  - Confirmation that the tenderer holds current valid insurance policies as set out below and, if successful, supporting documentation will be provided as evidence
  - Confirmation that the tenderer will work collaboratively with other parties appointed by Superfast Cornwall
  - Conflict of interest statement
- 7.2 CVs of the team members that will be inputting into the work (each CV should be a maximum of 2 sides of A4). The relevant experience of team members will be assessed. Clearly state how many days each member of the team is expected to work on the project.
- 7.3 A brief overview of the way in which the tenderer intends to approach each of the three elements of the work (max 1000 words):
- 7.4 Two relevant examples where the tenderer has undertaken a similar website development for a client (max 1000 words)
- 7.5 One example of where the tenderer has produced and implemented an SEO strategy for a client (max 600 words)
- 7.6 One example of where the tenderer has delivered a website hosting, maintenance and support service for a client. (max 300 words)
- 7.7 A cost allocation for each of the project activities as set out above.

In evaluating the tender returns, note that the cost assessment will be based on the overall total cost. All expenses are to be included within the tender prices. Additional expenses will not be paid. Costs exclude VAT.

## 8. Tender process

This tender is being issued through an Open Tender process. The selection process will be carried out via assessment of the tender submission in accordance with the tender evaluation methodology set out below.

## 9. Tender evaluation methodology

Proposals will be scored against the following criteria. Responses will be scored out of 5 for each criterion. A total score will be derived according to the weightings. **For more detail on each 'Requirement' please see Section 7.**

Ref	Requirement	Score
7.1	Acceptable cover letter including confirmation of the requirements outlined in Sec. 7	Pass /Fail
7.2	Experience of team members	10%
7.3	Meets all the requirements of the brief. Clear explanation of the way in which the tenderer would approach the work	30%
7.4	Two examples of website development	20%
7.5	One example of a SEO strategy and work plan	10%
7.6	One example of hosting, maintenance and support service contract.	5%
7.7	Cost: The lowest bid will be awarded the full 5 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid, i.e;  Marks awarded = 5 x lowest bid / bid	25%

*Please note that by submitting a Tender, the applicant must accept the terms and conditions of CDC as outlined in the attached Terms and Conditions of the Contract.*

## 10. Tender timetable

Please submit the Tender document by email or post or in person by **9am Monday 5<sup>th</sup> February 2018.**

If submitting electronically, please send by email to [finance@cornwalldevelopmentcompany.co.uk](mailto:finance@cornwalldevelopmentcompany.co.uk) with the following wording in the subject box: "Tender TEN420, Superfast Cornwall Website"

Tenderers are advised to request an acknowledgement of receipt when submitting by email.

If submitting by post or in person, the Tender must be enclosed in a sealed envelope, only marked as follows:

"Tender TEN420. Strictly Confidential. Superfast Cornwall 2:Tender for Website"  
 Nicky Pooley  
 Head of Corporate Services Cornwall  
 Development Company Bickford  
 House  
 Station Road Pool  
 Redruth  
 Cornwall TR15 3QG

The envelope should not give any indication to the tenderer's identity. Marking by the carrier will not disqualify the tender.

## 11. Tender assessment

### **Each Tender will be checked for completeness and compliance with all requirements.**

During the tender assessment period, CDC reserves the right to seek clarification in writing from the tenderers, to assist it in its consideration of the tender. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings detailed in the criteria table above.

CDC is not bound to accept the lowest price or any tender. CDC will not reimburse any expense incurred in preparing tender responses. Any contract award will be conditional on the Contract being approved in accordance with CDC's internal procedures and CDC being able to proceed.

The following table provides information on how the tenderer's response to each question will be evaluated (each criterion will be scored out of 5 and then the weightings applied):

Score	Details
<b>Very Good – 5</b>	<p>The response provides a <u>very high</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>fully detailed</u> with appropriate explanations and supporting evidence, there are a <u>limited number of minor</u> issues and <u>no major</u> issues.</p> <p>The response demonstrates <u>many more</u> strengths than weaknesses, that any desired standards will be <u>exceeded in most</u> respects (Score = 5).</p>
<b>Good – 4</b>	<p>The response provides a <u>high</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>detailed</u> with appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and a <u>limited number of major</u> issues.</p> <p>The response demonstrates <u>more</u> strengths than weaknesses, that any desired standards will be <u>exceeded in some</u> respects (Score = 4).</p>
<b>Acceptable – 3</b>	<p>The response provides an <u>acceptable</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>sufficiently detailed</u> with <u>some</u> appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and a <u>limited number of major</u> issues</p> <p>The response demonstrates <u>more</u> strengths than weaknesses, that any desired standards <u>will</u> be met (Score = 3).</p>
<b>Concern – 2</b>	<p>The response gives rise to <u>some</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>limited detail</u> with <u>limited</u> appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and a <u>number of major</u> issues.</p> <p>The response demonstrates <u>less</u> strengths than weaknesses, that any desired standards <u>may not</u> be met (Score = 2).</p>
<b>Poor – 1</b>	<p>The response gives rise to <u>many</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>limited detail</u> with <u>limited</u> appropriate explanations and supporting evidence, there are <u>many</u> minor issues and a <u>high</u> number of <u>major</u> issues.</p> <p>The response demonstrates <u>less</u> strengths than weaknesses, that any desired standards are <u>unlikely</u> to be met (Score = 1).</p>
<b>Unacceptable – 0</b>	<p>The response by the Bidder is <u>non-compliant</u>, the response gives rise to <u>many</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>insufficient detail</u> with <u>virtually no</u> appropriate explanations and supporting evidence, there are <u>many</u> minor issues and a <u>high</u> number of <u>major</u> issues.</p> <p>The response demonstrates <u>less</u> strengths than weaknesses, that any desired standards are <u>highly unlikely</u> to be met (Score = 0).</p>

## 12. Tender clarifications

Any clarification queries arising from this Invitation to Tender which may have a bearing on the offer should be raised by email to: [rosie.greaves@cornwalldevelopmentcompany.co.uk](mailto:rosie.greaves@cornwalldevelopmentcompany.co.uk) by the 5<sup>th</sup> February 2018 and strictly in accordance with the Tender & Commission Timetable below.

Responses to clarifications will be anonymised and uploaded by CDC to Contracts Finder and will be viewable to all tenderers.

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind CDC unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

## 13. Point of contact

Tenderers must provide a single point of contact in their organisation for all contact between the tenderer and CDC during the tender selection process.

## 14. Tender and commission timetable

The anticipated timetable for submission of the Tender, completion of the project and interim tendering/contract process milestones, are set out below.

Milestone	Date
Publication of ITT and Tender Documents on Contracts Finder	25/01/2018
Final date for submission of clarifications on Contracts Finder	05/01/2018
Final date for response to clarifications published on Contracts Finder	05/01/2018
Deadline to return the Tender to CDC	08/02/2018
Evaluation of Tender by CDC	12/02/2018
Successful and unsuccessful tenderers notified	12/02/2018
Contract sent by post to successful tenderer	12/02/2018
Signed Contract returned by post/hand	15/02/2018
Project start up meeting	15/02/2018
Project end	28/02/2020

## 15. Corporate requirements

CDC wishes to ensure that its contractors, suppliers and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the contractor can evidence their ability to meet these requirements when providing the services under this commission.

All Tender returns must include evidence of the following as pre-requisite if the Tender return is to be considered.

### *Equality and Diversity*

CDC is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The tenderer will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

### *Environmental Policy*

CDC is committed to sustainable development and the promotion of good environmental management. It is expected that the successful tenderer will be committed to a process of improvement with regard to environmental issues. The tenderer will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

### *Indemnity and Insurance*

The contractor must effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor's obligations and liabilities under this contract, including but not limited to:

- Professional indemnity insurance with a limit of liability of not less than £1 million;
- Public liability insurance with a limit of liability of not less than £1 million;
- Employers liability insurance with a limit if liability of not less than £1 million

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract.

The tenderer will be required to provide a copy of their insurance policies if successful in securing this contract.

In addition, the contract will be subject to the following legislation.

### *Freedom of Information Legislation*

CDC may be obliged to disclose information provided by bidders in response to this tender under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations 2004 (Freedom of Information Legislation). Tenderers should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CDC will proceed on the basis of disclosure unless an appropriate exemption applies.

Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

#### *Prevention of Bribery*

Tenderers are hereby notified that CDC is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all tenderers will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

#### *Health and Safety*

The Consultant must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements.

#### *Exclusion*

CDC shall exclude the tenderer from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons:

1. Participation in a criminal organisation
2. Corruption
3. Fraud
4. Terrorist offences or offences linked to terrorist activities
5. Money laundering or terrorist financing
6. Child labour and other forms of trafficking in human beings

#### *Publicity*

In order to comply with the necessary publicity regulations that accompany ESIF funds all promotional material, meeting invites, questionnaires and reports must at all times comply with the latest guidelines.

The Secretary of State has published the National European Structural and Investment Fund Publicity Guidance to assist grant recipients to comply with the Regulations referred to in the paragraph above. The chosen contractor will be required to agree all project paperwork design with the project manager at the

start of the contract to ensure that the necessary conditions have been met.

The appointed contractor must comply with the publicity requirements in all activities, events, and literature developed as part of this contract. The link to the ERDF publicity requirements is [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/564432/esif\\_branding\\_and\\_publicity\\_requirements.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/564432/esif_branding_and_publicity_requirements.pdf).

#### *Sub-contracting*

Tenderers should note that a consortia can submit a tender but the sub-contracting of aspects of this commission after appointment will not be allowed.

#### *Content ownership*

By submitting a tender application, the tenderer acknowledges that the copyright to all material produced during the project will be the property of CDC.

#### *Document Retention*

All documentation (electronic and hard copy) produced as part of this contract will need to be returned to CDC at the end of the contract so that we can retain them for future reference/audit. The contractor will not be expected to store these documents for future reference.

#### *Conflicts of Interest*

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and CDC or its project team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

Receipt of this statement will permit CDC to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

## **16. Disclaimer**

The issue of this documentation does not commit CDC to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CDC or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between CDC and any other party (save for a formal award of

contract made in writing by or on behalf of CDC).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by CDC or any information contained in CDC's publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CDC for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

CDC reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render CDC liable for any costs or expenses incurred by tenderers during the procurement process.

## **17. Attachments**

ERDF Publicity Guidelines  
Example successful supplier contract with CDC