Health Works for Cornwall

Invitation to Tender

Health Works for Cornwall Website Development and Maintenance

**TEN 499**

# About Cornwall Development Company and Health Works for Cornwall

* 1. Cornwall Development Company (CDC) is the economic development service of Cornwall Council (CC) and is part of the Corserv Limited group of companies.
  2. On behalf of CC, Cornwall & Isles of Scilly Local Enterprise Partnership (LEP) and a range of stakeholders, CDC provides a bespoke, business facing service which helps deliver the economic vision and strategy for Cornwall. CDC achieves this through the expertise and professional commitment of its’ staff covering a wide range of economic development activities.
  3. Health Works for Cornwall is a £9.75m European Social Fund (ESF) project for Cornwall and the Isles of Scilly. Of the £9.75m, £7.5m comes from the ESF with the principal match funding coming from Cornwall Council.
  4. Cornwall Development Company is leading the project in partnership with 11 other organisations all of whom have been specifically chosen because of their expertise and decades of experience in running programmes with the identified target groups.
  5. The project is designed to support 5,500 workless individuals where there are health related barriers to employment, through Information, Advice and Guidance (IAG) principles.
  6. Health Works for Cornwall will develop collaborative and innovative solutions that will address the underlying key challenges of breaking the cycle of ill health and/or reliance on benefits that can lead to issues such as low earnings, household income issues, long term unemployment, poverty and debt. This is an employment support programme meaning that the principal goal is to progress participants into work.
  7. The project duration is from July 2020 to December 2023.

# Background and context

* 1. Health Works for Cornwall will be delivered across the whole of the Cornwall and Isles of Scilly area and will have a particular focus on rural and hard to reach areas and provision “cold spots”, across all identified target groups. Delivery will, therefore, include all 4 Local Action Group (LAG) areas and the Isles of Scilly (set out in 2.3).
  2. The programme will be highly community focussed on the basis of:

1. Place: geographical location (e.g. areas of high indices of deprivation and rural poverty which require additional support above current programmes)
2. People: needs (e.g. people with learning disabilities/difficulties and their circle of support)
   1. An overview of the partners delivering in each LAG area and the Isles of Scilly is:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Delivery Partner** | **West Cornwall** | **Coast to Coast** | **SE Cornwall** | **Atlantic to Moor** | **Isles of Scilly** |
| Active Plus |  |  |  |  |  |
| Cornwall Council |  |  |  |  |  |
| Cornwall Partnership NHS Foundation Trust |  |  |  |  |  |
| Council of the Isles of Scilly |  |  |  |  |  |
| CSW Group |  |  |  |  |  |
| Eden |  |  |  |  |  |
| Falmouth University |  |  |  |  |  |
| Lizard Pathways |  |  |  |  |  |
| Pentreath |  |  |  |  |  |
| Pluss |  |  |  |  |  |
| Pluss (LDD) |  |  |  |  |  |
| Truro and Penwith College |  |  |  |  |  |

* 1. The table below summarises the delivery partners’ activities:

| **Delivery Partner Activities:** | |
| --- | --- |
|  | **Active Plus**  Active Plus specialise in offering wellbeing and employability support. They deliver a suite of pre-employment activities including Well2Work and Work Ready courses, which help to boost confidence and unlock potential. |
|  | **Cornwall Council**  Cornwall Council are delivering a suite of unique interventions that have a specific focus on disadvantaged target groups. Their offer includes the following stands: construction, community cares, Phoenix Project, LDD and Education Business Partnership. |
|  | **Cornwall Partnership NHS Foundation Trust**  CP NHS FT deliver employability support to help individuals achieve the minimum requirements to access apprenticeships, including basic skills training and guaranteed interviews for applicants meeting person specification. |
|  | **Council of the Isles of Scilly**  Tailoring support to the individual, the Council of the Isles of Scilly will offer pre-employment support activities and training. They are Matrix accredited and IAG qualified. |
|  | **CSW Group**  CSW Group are transition specialist helping to build self-confidence and help people to positively progress through regular 1:1, blended tailored support with a dedicated Careers Adviser. Support will include CV writing, employability skills, labour market information, job search and support to overcome any personal barriers. |
|  | **Eden Project**  The Eden Project offer opportunities to improve physical and mental health through therapeutic horticulture whilst embedding skills to help participants move closer to the labour market. |
|  | **Falmouth University**  Falmouth University have co-designed and deliver early interventions to support students with mental health issues to improve their wellbeing and emotional resilience to enable them to successfully complete their studies and make a sustainable transition into the labour market. |
|  | **Lizard Pathways**  Lizard Pathways are specialists in employability support and offer a holistic, person centred service through a supportive suite of pre-employment activity. They provide Matrix accredited quality information advice and guidance, as well as practical support to enhance and aid movement into employment and/or to improve general health and wellbeing within society. |
|  | **Pentreath**  Pentreath’s Health Works Advisers support participants with Mental Health and Emotional Health issues across Cornwall. They support people on a 1-2-1 basis, and provide effective advice, guidance and signposting to ensure that the participants ‘whole life’ needs are addressed. The charity delivers bite sized recovery tools workshops to support participants to understand and manage their condition. Their service includes personal development and employability activities enabling participants to overcome their health barriers and move closer and into employment. |
|  | **Pluss**  Pluss are employability support specialist delivering a suite of pre-employment activities including support with job searching, completing applications, creating CVs, interview techniques, in-work support and much more.  Their dedicated coaches offer a holistic approach to support participants in their journey towards employment. |
|  | **Pluss (LDD)**  Pluss specialise in supporting individuals with Learning Difficulties and/or Disabilities. They deliver a suite of pre-employment activities including vocational profiling to shape realistic job goals, tailored work tasters, support completing applications, interview techniques, in-work support and much more. Pluss coaches have smaller caseloads to dedicate more support to their participants |
|  | **Truro & Penwith College**  Truro and Penwith College, have co-designed and deliver early interventions to support students with mental health issues to improve their wellbeing and emotional resilience to enable them to successfully complete their studies and make a sustainable transition into the labour market. |

* 1. As part of the contract, CDC has a responsibility to deliver the following ESF Outputs and Results. These will be delivered by the CDC team and the delivery partners above.

|  |  |  |
| --- | --- | --- |
| **Output Result** | **Definition** | **Programme target** |
| O1 | Participants | 5,500 |
|  | Male | 2,740 |
|  | Female | 2,760 |
| CO01 | Unemployed | 2,900 |
| CO03 | Inactive | 2,600 |
| R1 | Unemployed into work | 870 |
| R2 | Inactive to work/job search | 1,040 |
| CR06 | In work 6 months after leaving | 1,705 |
| O4 | Over 50 | 1,103 |
| O5 | Ethnic minorities | 77 |
| CO16 | Disabilities | 1,406 |
| O6 | Without basic skills | 990 |
| R3 | Gaining basic skills | 220 |
| CO14 | Live in single parent household | 520 |
| R4 | Receiving childcare support | 118 |

* 1. The project started delivery in December 2020 and CDC is seeking full design, development, hosting, implementation, maintenance, security and management of a new Health Works for Cornwall website to raise the profile of the programme, attract eligible participants and signpost to the appropriate delivery partner and attract potential employers and organisations who may support participants on the programme.
  2. The website should be appealing and informative across a range of audiences, e.g. participants, businesses, community organisations, employers, in order to support 5,500 participants, move closer towards the labour market and leave a lasting legacy for Cornwall’s areas of high deprivation beyond 2023.
  3. As Health Works for Cornwall specialises in supporting participants with health-related barriers to employment, the website must be user friendly and have key accessibility features as set out in 3.5.
  4. The successful Tenderer is required to meet the requirements of the ESIF Branding and Publicity Requirements. The ESIF Branding and Publicity Requirements documents are available here: <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/836956/ESIF-GN-1-005_ESIF_Branding_and_Publicity_Requirements_v8_updated.pdf>
  5. On behalf of the Health Works for Cornwall team, CDC wishes to appoint an agency to design and develop a website with the following objectives:

1. To raise the profile of the Health Works for Cornwall programme
2. Attract eligible participants and to signpost to the appropriate delivery partner
3. Attract potential employers and organisations who may support participants on the programme
4. **Web Design, Delivery, Development and Maintenance**
   1. CDC is seeking to procure the design, build and delivery of a website for Health Works for Cornwall to meet the timescales detailed in Section 5. As part of this procurement CDC will require the service to include costs for maintenance of the site for the duration of the project. Maintenance will include correcting any faults, inaccuracies, bugs, security related updates and providing technical support to the team in updating any information on the site.
   2. **Design**
      1. A new website with the overall principle of modern, fresh, good visual design aligned to Health Works for Cornwall branding guidelines (see Enclosure 1) to enhance the user experience and customer journey. The website is envisaged to have 15-20 pages with a “Contact Us” facility, and to include, as a minimum, information on our Delivery Partners’ provision and delivery areas, consented case studies drawn from clients that have been supported and latest news. Health Works for Cornwall contract team will provide the content to enable a consistent style across all pages.
      2. The primary aim of this website is to help encourage potential interested eligible clients and drive referrals to the project, which will be measured by the number of individuals signed up for support.
      3. The website must seamlessly integrate visual content (imagery, video, animation and infographics) throughout to achieve a look that is modern and attractive and easy to understand.
      4. The Health Works for Cornwall messaging should be clear. Compelling content (provided by the Health Works for Cornwall contract team) and accessible navigation must ensure that the browser takes the user through a cohesive journey throughout the website.
      5. The Health Works for Cornwall social media channels should be seamlessly integrated into the website. These include:
5. Facebook @HealthWorksforCornwall
6. Twitter @HealthWorks\_HWC
7. LinkedIn @health-works-for-cornwall
   * 1. Be built using an Open Source PHP based framework or content management system combined with open source software components such as plugins, modules, extensions. These extensions may be free or paid for in which case the costs of the plugins will be borne by the tenderer as part of their contract. the Tenderer must ensure that it does not include any open source software that contains a "copyleft" provision and shall include full details of the licence terms for such open source software. Custom built software may form part of the website where no suitable open-source component can be identified.
     2. The proposed software should be agile in nature in terms of its ability to handle the growing or changing operational demands of the Health Works for Cornwall programme with the minimum of effort and skills. The making of these changes should be possible within the system without the need for significant input from technically skilled staff or interruptions/delays to ongoing business processes.
     3. It is an essential requirement for Health Works for Cornwall staff to be able to carry out general configuration changes to meet changing needs without the need for external resource.
     4. Have the ability to evolve as new branding is developed, facilitating bold messaging and calls to action and allowing for subsections of the site to be visually distinctive from others.
     5. Support multiple content types including (but not exclusively) information, resources, news stories, blogs posts, e-learning, and engagement.
   1. **Functionality**
      1. Users
8. Provide a granular permission system for different user roles
9. Relevant user types can add/modify/delete content of various types using Content Management System with permissions
   * 1. The successful bidder must demonstrate compliance with Accessibility requirements, General Data Protection Regulation (GDPR) and Data Protection Act 2018 and ensure they and any third party have appropriate technological and security measures in place.
   1. **Search**

**3.4.1** Have a comprehensive and sophisticated search facility for all site content and have a content type specific search facility for areas such as information, learning, engagement as necessary.

* 1. **Accessibility**
     1. A minimum ‘AA’ level conformance with the latest WCAG/W3C standards including an accessibility statement will be required. Privacy Policy will be provided by the People Hub Team together with Terms and Conditions of the website use, Accessibility Policy and Website Disclaimer. The whole website should be fully compliant and in line with the Equality Act 2010.
     2. The website should use infographics where possible to enable those whose first language is not English or who find difficulty in engaging with the written word to be able to navigate the website and obtain the necessary messaging and content. Health Works for Cornwall is a project designed to support those with health needs to overcome barriers to employment, which includes a range of disabilities and therefore the accessibility and functionality of the website needs to be consistent with a range of needs (e.g. learning disabilities, visual impairment).
  2. **Browser and Device Support**
     1. The website must work on the most popular browsers (Chrome, Firefox, Safari, Edge, IE 10 & 11).
     2. The system must be optimised for the latest versions of the most common browsers (Chrome, Firefox, Safari and Edge).
     3. The site must be optimised for full functionality across smaller screen devices.
  3. **Reporting**
     1. Usage statistics and metrics built in, specifically the ability to track and understand user journeys.
     2. Support performance management via Google Analytics and tenderer to provide advice on performance management via Google Analytics.
  4. **Hosting and Security**
     1. Supplier to manage the hosting to include any necessary storage. The budget includes the costs for hosting, maintenance, and support throughout the lifetime of the contract (end date December 2023). You will need to confirm you are able to provide a service package for the lifetime of the contract that meets the following requirements below and 3.10.
     2. A robust security governance framework should be in place to coordinate and direct the overall approach to the management of the service and information within it.  Appropriate processes and procedures should be in place to ensure the operational security and integrity of the service and to identify and mitigate security threats, e.g. Denial of Service attacks.
     3. The following should be met in terms of both hosting environments and applications:

1. To be hosted within an ISO 27001 accredited datacentre which utilise servers in the EEA, but preferably UK based
2. Backup and mobile application servers should also be based in the EEA or UK
3. ISO 27017 Information Security Controls for Cloud Services;
4. ISO 27018 Personal Data Protection in Public Clouds;
5. SAAEISO27001 Certification;
6. SAA 16 Standards.
7. Robust user security including encryption levels (256-bit encryption), password security, forgotten password handling, different user roles and associated functionality should be in place.
8. There should be a defined information management incident process and plans to deal with actual and suspected incidents or events that may pose a risk to the system. A standard approach should be followed to ensure a consistent approach to managing incidents.
9. There should be detailed disaster recovery plans to ensure that regular data backups are taken throughout the day with at least a minimum service of a full backup completion every 24 hours to a DR site in another location that can facilitate the full restoration of services within 24 hrs of incident. The DR site should have planned DR timelines on when data is backed up, for how long, and what the restoration procedure is.  The site should also have resilience in place.
10. The solution should provide an audit trail for all changes that are made on the system.
11. The platform must be SSL encrypted
    1. **Security Assurance**

**3.9.1 This section will be completed post Tender Evaluation with the winning tenderer only.**

**3.9.2** CDC, part of the Corserv Group of companies, requires assurance over the security of the systems that it uses in order to ensure that data is protected throughout its entire lifecycle. Therefore, the proposed solution will need to pass accreditation by Corserv’s Business Systems Team. This will be subject to a full security review and risk assessment to ensure that our data, and the application / services offered are suitably secure. This may also involve the completion of a security questionnaire and providing evidence in the form of certifications, policies, audit and penetration test results.

* 1. **Support and Maintenance**
     1. There should be defined technical and functional support models, available through a number of channels with defined response/fix times and availability (outside of agreed down times for upgrades).
     2. Detailed disaster recovery plan to ensure data backups throughout the day with minimum full-service daily backups, including a recovery and restoration procedure.
     3. Be supported by process and a software update strategy that complies with industry best practices for security. The proposed software should have a clear product roadmap of regular updates and upgrades to all aspects of the software and include a detailed timeline. A process must, therefore, be in place to ensure software is patched in a timely fashion when software vulnerabilities are identified.
     4. Maximise availability by minimising the impact of software updates and providing a backup and restoration system to roll back the website to any of 7 previous days.
     5. CDC will require the successful contract holder to be able to provide support and maintenance during normal business hours and out of hours as required.
     6. As the system may need support during the lifetime of the project (in terms of further development or assistance with downtime) CDC will require 10 days support a year from when the website is live to December 2023.
  2. **Exit Strategy**
     1. The Online Platform will be developed using industry standard software giving CDC maximum flexibility in the future.

**3.12** **SEO**

* + 1. Only the main page needs to be optimised for search engines.
    2. Support SEO best practices.
    3. Develop a SEO strategy for the website, reviewing all existing content to ensure maximum optimisation opportunities and best quality user Experience

1. **Budget**
   1. The overall maximum budget for this commission is £25,000 (excluding VAT), but inclusive of all expenses. Any tender that exceeds £25,000 (excluding VAT) will be deemed to be non-compliant and will not be considered. The tenderer will breakdown their tender response to show the costs against the following requirements:

**4.1.1** Delivery and development of the new website including design, build, review to ensure maximum optimisation opportunities and best quality user experience, and implementation.

**4.1.2** The provision of the hosting

**4.1.3** Maintenance and ongoing support service for the website over the lifetime of the contract.

**4.1.4** Search Engine Optimisation

**4.2** The budget has been set for this commission for all activities until 31 December 2023.

# Tender commission and payment timetable

**5.1** The timescale of the project is from the date of signing the contract until December 2023. 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 | 6 September 2021 |
| Final date for receipt of clarifications | 17 September 2021 |
| Final date for response to clarifications | 21 September 2021 |
| **Deadline to return the Tender to CDC** | **17.00 4 October 2021** |
| Evaluation of Tender by CDC - commencement | 5 October 2021 |
| Successful and unsuccessful tenderers notified | 8 October 2021 |
| Signed Contract | 13 October 2021 |
| Project inception meeting | 13 October 2021 |
| Delivery of Website Plan | 28 October 2021 |
| Reviewing of initial website | 29 November 2021 |
| Delivery of fully functioning live website | 13 December 2021 |
| Ongoing maintenance | 31 December 2023 |

**5.2** The payment schedule will be agreed at the Inception Meeting.

1. **Tender submission requirements**

Please include the following information in your Tender submission:

* 1. Covering letter (two sides of A4 maximum) to include:
     1. A single point of contact for all contact between the tenderer and CDC during the tender selection process, and for further correspondence;
     2. Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief;
     3. Confirmation that the tenderer accepts all the Terms and Conditions of the Contract attached (Enclosure 2);
     4. Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 9) to include confirmation that Equality and Diversity, Data Protection and Environmental policies are in place and, if successful, supporting documentation will be provided as evidence
     5. Confirmation of the requirement to adhere to the ESIF branding and publicity regulations as section 2.9
     6. Confirmation that the tenderer holds current valid insurance policies as set out below in Section 9 and, if successful, supporting documentation will be provided as evidence
     7. Conflict of interest statement (section 9)
     8. That the tenderer is aware of the inception meeting dates outlined in the Tender and Commission Timetable in section 5.1 and can attend if successful
  2. Provide examples of two websites, that you have previously designed and implemented including SEO optimisation, which you consider demonstrate your experience and ability (4 pages maximum per example). Examples should demonstrate:
     + Key similarities between these projects and the proposed commission;
     + The client;
     + Approximate cost;
     + Outcomes;
     + Creative vision;
     + A link to the website.
  3. **Project Management**

Provide a breakdown (4 pages maximum) on how the project will be:

* Managed and delivered including timelines;
* Proposed meeting schedule;
* Project management methodologies to meet the objectives for the project
* Detail on how the team will work collaboratively with Health Works for Cornwall and its partners
  1. **SEO**

Provide evidence (two pages maximum) of the team’s experience and skills in social media, analytics and evaluation and SEO optimisation

* 1. **Budget**

Provide a breakdown of costs as per section 4:

1. Website
2. Hosting
3. Maintenance
4. SEO

In addition, please include details of hourly rates against the following activity:

e) Website content editing

f) SEO

g) Maintenance

Note that cost for 6.4 e – g will not form part of the tender evaluation

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.

# 7 Evaluation of Tenders methodology

**7.1** Each Tender will be checked for completeness and compliance with all requirements of the ITT.

**7.2** Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the following award criteria:

|  |  |
| --- | --- |
| CV & Covering Letter | Pass/Fail |
| Covering letter (Ref. section 6.1) |  |
| Website (Ref. section 6.2) | 40 Marks |
| Provide examples of two websites, that you have previously designed and implemented, which you consider demonstrate your experience and ability to effectively collaborate (4 pages maximum). Examples should demonstrate:  • Key similarities between these projects and the proposed commission  • The client  • Approximate cost  • Outcomes  • Creative vision  • A link to the website |  |
| Project Management (Ref. section 6.3) | 20 Marks |
| **Project Management** Provide a breakdown (4 pages maximum) on how the project will be:   * Managed and delivered including timelines * Proposed meeting schedule * Project management methodologies to meet the objectives for the project * Detail on how the team will work collaboratively with Health Works for Cornwall and its partners |  |
| SEO (Ref. section 6.4) | 20 Marks |
| Provide evidence (two pages maximum) of the team’s experience and skills in social media, analytics and evaluation and SEO optimisation |  |
| Budget (Ref. section 6.5a-d) | 20 Marks |
| Cost: the lowest bid will be awarded the full 20 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 = 20 x lowest bid / bid |  |

1. **Tender Assessment**
   1. 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.
   2. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings detailed in the criteria table above.
   3. 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.
   4. The reviewer will award the marks depending upon their assessment of the applicant’s tender submission using the following scoring to assess the response:

|  |  |  |
| --- | --- | --- |
| **Scoring Matrix for Evaluation Criteria** | | |
| Score % | Judgement | Interpretation |
| 100 | Excellent | Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response. |
| 80 | Good | Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response. |
| 60 | Acceptable | Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response. |
| 40 | Minor Reservations | Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 20 | Serious Reservations | Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 0 | Unacceptable | Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |

1. **Corporate requirements**
   1. 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.
   2. All Tender returns must include evidence of the following as pre-requisite if the Tender return is to be considered.
   3. **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.

* 1. **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.

* 1. **Indemnity and Insurance**
     1. The contractor and any subcontractor that forms part of this tender response must affect 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:
     2. Public liability insurance with a limit of liability of not less than £2 million;
     3. Employers liability insurance with a limit if liability of not less than £2 million
  2. 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.**
  3. In addition, the contract will be subject to the following legislation.
  4. **Data Protection**
     1. The contractor will comply with its obligations under Data Protection Legislation (DPL), being the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy.
     2. The tenderer will be required to provide a copy of their Data Protection policy and privacy statement if successful in securing this contract.
  5. **Freedom of Information Legislation**
     1. 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.
     2. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.
  6. **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.

* 1. **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.

* 1. **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:

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

**9.13.1** 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.

* + 1. 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.
    2. 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 ESIF publicity requirements can be found at Enclosure 2.
  1. **Sub-contracting**

CDC is seeking to contract with one organisation only given the focus of the tender.

* 1. **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.

* 1. **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.

* 1. **Conflicts of Interest**
     1. 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.
     2. 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.

# 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:

[Caroline.Dibbens@cornwalldevelopmentcompany.co.uk](mailto:Caroline.Dibbens@cornwalldevelopmentcompany.co.uk) strictly in accordance with the Tender and Commission Timetable in section 5.1.

* 1. Responses to clarifications will be anonymised and uploaded by CDC to Contracts Finder and will be viewable to all tenderers.
  2. 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.

1. **Tender returns**
   1. Please submit the Tender document by email by 17:00 4 October 2021 to:[finance@cornwalldevelopmentcompany.co.uk](mailto:finance@cornwalldevelopmentcompany.co.uk) with the following wording in the subject box: “Tender TEN499 Strictly Confidential Health Works for Cornwall Website Development and Maintenance”
   2. Tenderers are advised to request an acknowledgement of receipt of their email submission.

# 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.

# Enclosures

1. Existing Health Works for Cornwall Branding
2. Terms and Conditions of the Contract