



**CORNWALL &
ISLES OF SCILLY**
LOCAL ENTERPRISE PARTNERSHIP

Invitation to Tender

Programme Evaluation

**Cornwall Development Company
TEN434**

Issued by:



 Regional Growth Fund

1. About Cornwall Development Company

Cornwall Development Company (CDC) is the economic development service of Cornwall Council (CC) and is part of the Corserv Group Ltd of companies.

On behalf of CC, Cornwall & the Isles of Scilly Local Enterprise Partnership (CIoS LEP) and a range of stakeholders, CDC provides a bespoke, business facing service which helps deliver the economic vision and strategy for Cornwall. We achieve this through the expertise and professional commitment of our staff, covering a wide range of economic development activities.

2. Overview of the Contract

CDC is seeking to commission an experienced supplier to undertake a whole programme evaluation of the Regional Growth Fund (RGF) investment programme and the Growing Places Fund (GPF) which are being delivered by Cornwall Council and Cornwall Development Company, in Cornwall & Isles of Scilly. The evaluation will also include a review of the two Enterprise Zones in Cornwall, Aerohub+ and Marine Hub. The successful tenderer will use a consistent methodology to gather qualitative and quantitative evidence to assess assumptions and assertions made in the strategy, governance and project applications, and measure the broader impact of the fund on the local economy.

The evaluation will;

- Assess the approach to investment in terms of strategy, governance, delivery mechanisms and value for money of both RGF and GPF
- Assess the reach and economic impact of the fund both current and the likely longevity of impacts arising from the RGF investment.
- Compare the impacts achieved in Cornwall with those elsewhere in the country
- Identify some case studies to demonstrate the impact from the RGF strands and types of investment and one of the loans made by GPF.
- Review the economic impact of the Enterprise Zones since their inception and the process to collect/report data.

3. Background and Context

In 2012, Cornwall Council submitted a delivery plan to Government to access Regional Growth funding and were successful in securing an award of £13 million to provide grants to businesses and support infrastructure in order to create and safeguard jobs. Shortly afterwards Cornwall Council were granted £5.9m of Growing Places Funds to provide loans to businesses.

Regional Growth Fund

RGF was awarded by the Department of Business Innovation & Skills, and comprised the provision of revenue and capital grants for businesses and infrastructure. The programme investment phase ran from May 2012 until

March 2015. Cornwall Council was the Accountable Body, strategic direction was provided by the CIOs LEP and Cornwall Development were appointed as fund managers. Between May 2012 and 2015, the full £13 million was invested; job outcomes will continue to be monitored until March 2019.

The CIOs LEP set out a supporting strategy and Delivery Plan to meet the following objectives and targets:

- To attract high quality proposals with a good chance of deliverability and high impact on jobs.
- To complement and add value to other externally funded activities in Cornwall and the Isles of Scilly, particularly the European Regional Development Fund (ERDF) through the Cornwall and Isles of Scilly Convergence Programme, in order to strengthen the region's economic base.
- To secure significant levels of private sector financial leverage.
- To create and safeguard 5,201 jobs for Cornwall and the Isles of Scilly.

In order to achieve these objectives and targets, the fund invested under the following distinct strands:

Strand 1

This Strand was subdivided, as follows:

Strand 1a: Superfast Business Development Fund (SBDF)- £1m

- This Strand was intended for investment in business development brought about by Superfast Broadband infrastructure.
- Outputs: Intended to support 400-500 businesses.
- Grant Range: £1k - £50k
- Under £10K: Discretionary decision and offer letter by CDC on behalf of CC and monthly approvals reported to the Investment Panel and RGF quarterly reporting via the CIOs LEP.

An RGF advisor worked with beneficiary businesses to develop proposals and the day to day management of SBDF was undertaken by CDC.

Strand 1b: Business Catalyst Fund (BCF) - £5m

- Outputs: To support businesses primarily with capital investment and some revenue support. .
- Grant Range: £10k -£50k discretionary approval by CDC on behalf of CC. Monthly approvals were reported to the Investment Panel and RGF quarterly reporting via CIOs LEP. Investments over £50k underwent a technical appraisal by CDC then assessed by the BCF panel as the decision making body.
- Calls and Decisions: Initial calls for investment were issued in May 2012. The BCF investment panel comprised of CC Members and officers, CDC officers and representation from the CIOs LEP. The panel scored EOIs

prior to progressing to full application. Day to day management of the BCF was undertaken by CDC.

Strand 2: - the Enabling Infrastructure Fund (EIF) - £7.0m

This strand provided grant support for the construction of essential infrastructure to unlock strategic areas for business growth and expansion building on the momentum of Cornwall & Isles of Scilly Convergence Programme

- Outputs: Delivery of investment ready enabling infrastructure to support the creation of indirect jobs.
- Calls and Decisions: The CIOs LEP worked with CC to prioritise projects on behalf of the wider business community. Calls were issued on a closed basis to public infrastructure projects delivered by CC or the Council of the Isles of Scilly and directed at unlocking the economic potential of an area.

The administrative process

Full details of the process of grant application, appraisal and award will be made available to the successful tenderer

Summary of awards made

In total, 113 awards were made under EIF, BCF and SBDF with 3 loans and 1 grant awarded under GPF. Awards were made to private sector businesses of varying size and the local authority as the body responsible for infrastructure delivery.

Growing Places Fund

The £5.9m of funds awarded would be used as an evergreen fund administered by CDC for and on behalf of the Cornwall & IoS LEP. Cornwall Council is acting as the accountable body. There was no contract outputs associated with this award from DCLG, in terms of jobs or other economic benefits. It was up to the Cornwall & IoS LEP to determine its investment priority.

The priority was to use this fund as a pathfinder to provide the message to businesses that Cornwall & IoS would be moving away from a 'grant culture' towards more innovative investment solutions.

The rationale was to provide large loans (in excess of £300k) to unlock a wide range of projects that contributed to economic growth, the creation and safeguarding of jobs on the presumption that the borrower was unable to secure finance and the project would not be able to proceed without GPF.

The key result being the creation of an evergreen fund, as a result of recycling the loan repayments and interest.

Three loans totalling £4.9m have been contracted with £1m as a grant. To date £4,050,000 has been repaid with two outstanding extant loans remaining and due for repayment in 2019.

Enterprise Zone

In 2011, 2016 and 2017 successful bids were made by the Cornwall and Isles of Scilly LEP for Enterprise Zones in Cornwall; the Aerohub+ Enterprise Zone (incorporating Cornwall Airport Newquay and Goonhilly Earth Station) and the Marine Hub Cornwall Enterprise Zone (incorporating Hayle North Quay, Tolvaddon, and Falmouth Docks).

The purpose of the Enterprise Zones is to drive local economies, by unlocking key development sites, consolidating infrastructure, attracting business, and creating jobs.

4. Tender Specification

The evaluator will carry out the following for both the RGF and GPF programmes;

- **The governance and investment decision making process:**
Assess the following:
 - The effectiveness of the decision making process
 - What influence governance had on delivery
 - The extent to which fidelity to the delivery plan was maintained
 - The relevance of the programme rationale for investment within the context of growth investment in Cornwall & Isles of Scilly.
 - Value for money of the fund management undertaken by CDC
- **Economic outputs**
 - Sample a number of investments from each strand in order to verify the project outputs claimed to date
 - Assess the profile of outputs claimed and the likelihood of the project delivering the remaining contracted outputs to the end of March 2019.
- **Economic impacts**
Assess the following:
 - The direct, indirect economic impacts of all the projects supported.
 - The level of job creation (direct and indirect, delivered and forecasted) and job safeguarding
 - The longevity of the programme impacts.
 - The wider economic impact of the programme in addition to delivering jobs
 - Whether there were any impacts and outcomes, both positive and negative, that were not anticipated at the outset.
- **Strategic added value.**
We would like to investigate the strategic impact of some of the major investments made by RGF & GPF and the contribution both have made to 'unlocking' additional investments in both the public and private sector. In this respect we would like particular attention paid to the following projects:

- Truro East District Park & Ride road capacity improvements including Trafalgar Roundabout with particular focus in the safeguarded and created indirect jobs. The relocation of Kings College back office functions from London into Cornwall
- **Bench marking Cornwall's programme against other RGF and GPF or other UK Government investment programmes.**
We require the following:
 - A comparison of the leverage of private & public funds secured in the Cornwall and IoS programme with similar programmes elsewhere in the country
 - A comparison the subsequent impacts delivered with other programmes.
 - A comparison the longevity of the impacts with other programmes.
 - A detailed comparison of the cost benefit to businesses of relocating their back office functions, Call Centres and ICT service desks, into Cornwall from other areas around the country, using the information on fixed and variable costs that will be supplied from the Kings College back office relocation project.
- **Lessons learned.** The evaluation conclusions must include comment on any lessons learned pertaining to strategy, investment and delivery mechanisms.

Enterprise Zones

The EZ evaluation will carry out the following;

- Review, analyse and validate existing data collected and reported at the EZs since their inception (2012).
 - To provide the economic impact for each financial year and overall
 - Assure data quality and alignment with MHCLG/BEIS EZ data requirements
 - Identify any historic gaps in data or inconsistencies.
- Track performance against agreed targets (Implementation Plan) for each EZ comparing performance against other similar EZs nationally and other economic growth data.
- Examine the current (2018/19) process for data collection and reporting at the EZs providing recommendations on improved methods assuring robustness of data and adequate timing of data reports.

4.1 Deliverables

- Draft report by 28th February 2019
- A final evaluation report (supplied in electronic format MS Word and PDF and x 2 hard copies) covering the above aspects delivered by **March 29th 2019.**
- Presentation of the report to senior CC, CIOS LEP and CDC officers **7th March 2019.**

It is important to note that information is held predominately in hard copy format so allowances should be made in your tender return and costing to spend sufficient time at our office in Pool, Cornwall to access files.

5. Tender submission requirements

Please include the following information in your Tender submission:

- Covering letter (max 2 sides A4)
- Proposal (methodology and timeline)
- Evidence of experience **and** referees
- Staff CVs (max 2 sides A4)
- Cost breakdown

5.1 Covering Letter

Covering letter (two sides of A4 maximum) to include:

- A single point of contact for all contact between the tenderer and CDC during the tender selection process, and for further correspondence.
- Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines with sufficient allowance for reviewing files in situ at CDC Offices.
- Confirmation that the tenderer accepts all the Terms and Conditions of the Contract attached (Enclosure 1)
- Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section (8) 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 in section 8 and, if successful, supporting documentation will be provided as evidence
- Conflict of interest statement

5.2 Tender Proposal

- Your understanding of the tender brief
- A clear description of the methodology you propose to address the evaluation scope laid out in the brief (see section 4). Including details of what evidence you intend to gather as well as how you will gather it. Please provide brief rationale for the employment of each approach as it relates to the gathering of evidence to address the required aspects of the evaluation. We anticipate that quality responses will include a mixture of qualitative and quantitative activities and range from desk-based to field interviews.
- A proposed timeline of delivery identifying key milestones, evaluation outputs and the critical path. This should include a minimum of three client meetings (inception, mid and final) and an allowance for additional client meetings that may or may not be required in the lifetime of the commission.
- Clear details of **ALL** assumptions you have made in compiling your tender response.
- Identified risks and proposed mitigation.

The methodology proposed in your tender return remains subject to negotiation until final agreement of details at inception. Costs submitted in your return are final.

In addition to the above, your return must also include:

- i) Details of two similar commissions, delivered by your organisation that demonstrate **proven experience** of delivering a commission of similar scope and value (max 2x A4 sides)
- ii) **Referees** & contact details for the above work. Please confirm that referees supplied are willing to be contacted by CC or CDC.
- iii) **CVs** of staff you propose to work on the commission and their respective roles.
- iv) **Cost.** Confirmation of your fixed fee showing the cost breakdown by activity as described in Section 4. Include the day rate of each member of staff and indicative time applied to each element. Costs are to be exclusive of VAT but inclusive of all expenses related to delivering this commission.

6. Budget

The total maximum budget available for this commission is **£40,000** (exc VAT) inclusive of **all** expenses.

Tenders that exceed the total maximum budget will not be considered.

The budget will be reviewed as part of the tender evaluation detailed in Section 11 and will reflect the degree to which there is a saving on this budget (if any).

7. 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. Dates in **bold** are confirmed.

| Milestone | Date |
|--|---|
| Publication of ITT | Tuesday 4 th December 2018 |
| Final date for receipt of clarifications | Tuesday 11 th December 2018 |
| Final date for response to clarifications | Friday 14 th December 2018 |
| Deadline to return the Tender to CDC | Wednesday 2nd January at 12.00 (midday) |
| Evaluation of Tender by CDC - commencement | Wednesday 2 nd January 2019 |
| Interviews (Skype or Face to Face) | w/c 7 th January 2019 |
| Successful and unsuccessful tenderers notified | By Friday 11 th January 2019 |
| Appointment of contractor | By Friday 11 th January 2019 |
| Inception meeting [develop brief; agree report format & framework, programme, sample case studies] | By 25 th January 2019 |

| | |
|---|--|
| Client Meetings 1. Summary update on activity with agenda supplied 3 days in advance. Face to face or remote. 2. Draft final report / findings & proposed LEP presentation 3. Presentation to LEP & Senior Officers | 1. By Friday 15 th February 2019 2. By Thursday 28 th February 2019 3. On 7th March 2019 |
| Final evaluation report | Friday 29th March 2019 |

8. 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.

8.1 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.**

8.2 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.**

8.3 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 £5 million;
- Employers liability insurance with a limit if liability of not less than £5 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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

8.8 Publicity

The Supplier shall comply with all European and domestic statutory and regulatory requirements in particular procurement and publicity requirements where relevant to the provision by the Supplier of the Services and to be observed and performed in connection with this Agreement including any obligations binding upon the Company.

8.9 Sub-contracting

Tenderers should note that a consortium can submit a tender but the sub-contracting of aspects of this commission after appointment will only be allowed by prior agreement with CDC.

8.10 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.

8.11 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.

8.12 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.

9. 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:

Claire.hurley@cornwaldevelopmentcompany.co.uk strictly in accordance with the Tender & Commission Timetable in section 7.

Responses to clarifications will be anonymised and uploaded by CDC to Contracts Finder and will be viewable to all tenderers. It is the bidders responsibility to refer to Contracts Finder for responses to clarifications.

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.

10. Tender evaluation methodology

Each Tender will be checked for completeness and compliance with all requirements of the ITT. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria.

10.1 Tender returns will be assessed on the basis of the following tender award criteria

| | |
|---|---------------|
| Covering Letter | |
| Acceptable covering letter including confirmation of the requirements detailed in section 8 | Pass/ Fail |
| Experience | 40 |
| Relevance of examples provided that show experience of delivering a similar commission. This will also take into account any comments provided by referees if sought. | 20 |
| Relevance of staff experience identified to work on the project | 20 |
| Ref Section 4. Methodology | 40 |
| | |

| | |
|---|----|
| Methodology outlining how you will approach / deliver the project that demonstrates understanding of the ask and is able to deliver the quality and appropriateness of information required in order to perform a robust evaluation within the timescales in Section 8. | 40 |
| Ref Section 6. Budget | 20 |
| <p>A fixed fee for this work (exc VAT) including travel and other expenses</p> <p>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</p> | 20 |

10.2 Assessment of the Tender

Please note failure to supply a response by the date & time specified or the omission of any information required, as detailed in this document, will result in automatic failure and the tender response will not be further marked.

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 Award 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. |

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.

10.3 Tender Award

Any contract awarded as a result of this tender process will be in accordance with the attached CDC standard terms and conditions (see Enclosure 1).

11. Tender returns

Please submit the Tender document by email or post or in person by **12:00 (midday) on Wednesday 2nd January 2019.**

If submitting electronically, please send by email to finance@cornwalldevelopmentcompany.co.uk with the following wording in the subject box: "Tender TEN434 Strictly Confidential RGF programme Evaluation"

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 TEN434 Strictly Confidential"

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.

12. 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.

13. Enclosures

1. Terms and Conditions