**Invitation to Tender**

**Now & Then Ltd App Development**

**7 April 2021**

**TENAC234**

1. About Now & Then Ltd

Our mission is to reconnect people, social history and society.

Now & Then is a mobile application that triggers via GPS or Bluetooth when near historical & places of interest. The app provides guided tours uniquely tailored to each user deepening on what they choose to interact with. Not only can the App be used inside attractions or on set walks – but across the borders of local attractions and local history.

These guided tours are easily created by museums, art galleries or any place of interest using our free creation tools. The tools make it possible to use pre-existing content or create new content. The app aims to increase footfall in existing historical or heritage places of interest, the attraction can choose whether the content is free or to be paid for by the user.

Our vision is to have a worldwide network of shared heritage and connections.

We are increasing public engagement with heritage, history, and the arts in indoor and outdoor green spaces and heritage sites while revealing nearby local history.

Reducing costs for existing heritage, history, the arts and storied sites. This is by utilising visitors’ own phones, instead of relying on existing exhibition hardware and audio devices that continually require maintenance, charging and replacement at very large costs.

Creating a social platform where people can interact around their own areas of interest. Making it possible for people to research and save content of historical interest to them so it can be shared with others. Making history come to life.

2. Background and Context

A set of simple to use web-based tools for the outlet/organization to use to build/populate guided tours/trails/walks using their own brand.

The Now & Then Phone based app is used to Power these outlet/organization branded guided tours/trails/walks to any environment inside and out using GPS and low energy Bluetooth beacons.

The delivery app is intended to be as inclusive as possible and the database and App include compulsory alt text fields for pictures/logos, etc. It is important to note that testing by blind users using the current iteration has proven 100% accessible on Android and IOS.

An added benefit (not a planned post covid build) is that the app is a no touch solution that can provide for social distancing due to its ability to host nonlinear tours allowing for ad hock movements due to others being present.

3. Tender requirements

The successful tenderer will be expected to undertake the following activities based on the existing App software that is on Amazon Web Server. To access the App the tenderer must sign and return the NDA at Enclosure 1 and access will be provided within 24 hours. The tenderer will be required to deliver the following App development:

**3.1. General.** Please allow 2 days for discovery of the existing App. The timetable, as per Section 5, is critical to be ready for the forthcoming summer season, our biggest opportunity. If lockdown continues, we will make the product available remotely. Provision should be made to make this a possible feature.

**3.1.1** The vendor is expected to be able to build upon the current tested MVP of the product in Node.js API, React Native Mobile, React Web.

**3.1.2** The vendor will need to be able to use the current codebase and build upon it, rather than rebuild from scratch.

**3.2 Database** The database is the highest priority and will need to include all existing data fields as well as any new and future datasets that may need to be added. It is the intention that the database is made available customers to begin populating the fields that will deliver in the App as soon as possible

**3.3** To be written in Reach Native and launched on the App Store and Google Play store for public use after testing. Full user stories for both the web tools and the phone app on request.

**3.4.** **UX and Design**

3.4.1 Full UX and design of the entire app / platform to make it look more professional.

**3.5. Build the following new features on top of the existing app:**

**3.5.1. Monetisation/Payments system:**

3.5.1.1 Standard customer Monthly subscription

3.5.1.2 Users upload tours and create a pack of walks - minimum 1, up to 20 walks in a pack per month.

**3.5.2. Place of interest / attraction customer**

3.5.2.1 Per ticket sold

3.5.2.2 The app needs to be able to redeem what the attraction gives the customer. Measure code redeemed.

3.5.2.3 For every ticket sold, the customer decides if they want a tour or not. If they do, the attraction will give out a redeemable code. Via API or distributing manually by giving 1,000 codes if required etc.

**3.5.3. Individual Branding for outlets/Attractions:**

* + - 1. The app will not be rebranded, it will remain the now and then app, with the ability for attractions to brand their individual walks with a logo and colors.

3.5.3.2 This is only for the museum / attraction user.

**3.5.4. External Hyperlinks to play content and return:**

* + - 1. Open in web browser or open pop-up in web view.
			2. Displaying web-based content only which is free for anyone who has the URL.
			3. Content viewer in the app to view the article. Using the default browser of choice whilst remaining in the app.

**3.5.5**. **Onboarding and History:**

* + - 1. Onboarding Collect information to make in-app purchases, login using google or Facebook, or email etc. standard auth collecting info like name and email.
			2. Users will need to be able to put in their interests (a tick box task) for categorisation, such as enjoy walks, galleries, bird watching etc.
			3. When creating a walk, create a category, take users location and display the nearest walk with the relevant category at top of the list.
			4. Highlight accessibility - tag system for disabled access etc.

 History

* + - 1. Show the tour completed, date completed, with the ability to share on social. Ability to rerun the same tour for as long as the access is there for the user from the history area.
			2. Customer in app feedback to curator post Trail/Tours/Guide.

**3.5.6.** **Optimisation to build on a phone.**

* + - 1. A standard consumer should be able to upload photos, add map co-ordinates and descriptions etc. to create a tour all through the phone app.
			2. The admin section for the general user type needs to come into the app and be accessible in the app.
			3. A museum type customer doesn’t need this access through the app. They will upload and access their tours via laptop etc.

**3.5.7. Moderation platform**

* + - 1. There needs to be a moderation platform for walks/tours etc. to be approved before submitted.
			2. This will require building an entire system to moderate and send comments back and forwards.
	1. **Infrastructure**

3.6.1 Build for go live – The vendor would need to provide full go live infrastructure, set up built for flexibility and scalability.

4**. Budget**

The total maximum budget available for this commission is £75,000 (exc VAT) but inclusive of all expenses.

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

The budget will be reviewed as part of the tender evaluation detailed in Section 10 and will reflect the degree to which there is a saving on the maximum budget

5. Tender and commission timetable

The timetable for submission of the Tender, completion of the tender requirements are set out below.

|  |  |
| --- | --- |
| Activity | Date |
| Date ITT available on Contracts Finder | 7 April 2021 |
| Last date for raising queries | 16 April 2021  |
| Last date for clarifications to queries | 19 April 2021  |
| Deadline to return ITT | 30 April 2021 |
| Evaluation of ITT | 4 May 2021 |
| Award of Contract  | 5 May 2021This is subject to successfully obtaining grant funding and will normally be no later than 90 days from contract evaluation |
| Database delivery (Section 3.2) (5% Contract payment) | Contract +5 working days |
| UX and design (Section 3.4) (15% Contract value payment) | Contract +15 working days |
| Implementation features (Section 3.5) (50% Contract value payment) | Contract +50 working days |
| Final product delivery post testing (Section 3.6) (5% Contract value payment) | Contract +55working days |

6. 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 Now & Then LTD’s Mike Robinson (mike@nowthen.uk) during the tender selection process, and for further correspondence.
		2. Confirmation that the tenderer has the resources available to meet the very demanding requirements outlined in this brief and its timelines.
		3. Confirmation that the tenderer will be available to attend one onsite final testing/acceptance test at either St Ives or Falmouth (costs of this should be included in your costs for the tender)
		4. Confirmation that the tenderer holds current valid insurance policies as set out below and, if successful, supporting documentation will be provided as evidence:

 Professional indemnity insurance with a limit of liability of not less than £1

million

* + 1. Conflict of interest statement

6.2 Your technical response to how you will deliver the tender requirements as per section 3.

6.3 Provide information regarding the 2 primary developers that will be dedicated to this account, including a summary of their skills and experience (maximum one page of A4 per person).

6.4 Two examples of App developments you have undertaken which demonstrates your experience and ability to deliver this

specification. The example should demonstrate the key similarities

between your project and this tender and in particular:

a. The client

b. Requirement

c. Approximate cost

d. Outcomes

6.5 Budget

**7 Sub-contracting**

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

**8 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 NOW & THEN LTD or its programme 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 NOW & THEN LTD 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:

mike@nowthen.uk in accordance with the Tender and Commission Timetable in section 5.

Responses to clarifications will be anonymised and uploaded by Now&Then Ltd 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 Now&Then Ltd 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.

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

|  |  |
| --- | --- |
| **Ref 6.1 Covering Letter** | **Pass/ Fail** |
| Acceptable covering letter including confirmation of the requirements detailed at 6.1 |  |
| **Ref 6.2 technical Response** | **30 marks** |
| Your technical response to how you will deliver the tender requirements as per section 3. |  |
| **Ref 6.3 Primary Developer Experience** | **20 marks** |
| Provide information regarding the 2 primary developers that will be dedicated to this account, including a summary of their skills and experience (maximum one page of A4 per person). | 10 marks per example |
| **Ref 6.4 Previous App Developments** | **20 marks** |
| Two examples of App developments you have undertaken which demonstrates your experience and ability to deliver thisspecification. The example should demonstrate the key similaritiesbetween your project and this tender and in particular:a. The clientb. Requirementc. Approximate costd. Outcomes | 10 marks per example |
| Ref 6.5 Budget | **30 marks** |
| A **fixed fee** for this work (exc VAT) including travel and other expensesThe lowest bid will be awarded the full 30 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 = 30 x lowest bid / bid |  |

11**. Assessment of the Tender**

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, NOW & THEN LTD 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 in the table above.

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

12**. Intellectual Property**

The project is likely to involve the following intellectual property rights ("**IPR**")

12.1 **Background IPR**

Any and all IPRs owned by or licensed to the Tenderer which are or have been developed independently must be clearly identified as part of your submission.

12.2 **Third Party Software**

The Tenderer may use software (including any open source software) which is proprietary to any third party and that is either licensed to or is used by the Tenderer in the development of the project. However, the Tenderer must detail what third party software it intends to use and shall procure the necessary licences for NOW & THEN Ltd’s use. In the case of open source software the Tenderer wishes to use in the project, 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. Costs of any licences are required to be listed separately and the cost of Year 1 licences shall be included in your price; Year 2 and Year 3 costs must be detailed separately and shall not form part of the costs of this submission.

12.3 **Project IPR**

This is to be assigned to NOW & THEN LTD in accordance with the Deed Of Assignment of IPR at Enclosure 2

**13. Tender Award**

Any contract awarded as a result of this tender process will be in accordance with Most Advantageous Economic Tender received.

14. Tender returns

Please submit the Tender document by email or post or in person by 17:00 on 30/4/2021.

If submitting electronically, please send by email to

mike@nowthen.uk

with the following wording in

the subject box: “Tender TENAC234 Strictly Confidential Now & Then Ltd”

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 TENAC234 Strictly Confidential Now & Then Ltd”

Chi Lowarth

Trethannas Gardens

Praze-An-Beeble

Camborne

Cornwall

TR14 0JX

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

15. Disclaimer

The issue of this documentation does not commit NOW & THEN LTD 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 NOW & THEN LTD or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between NOW & THEN LTD and any other party (save for a formal award of contract made in writing by or on behalf of NOW & THEN LTD).

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 NOW & THEN LTD or any information contained in NOW & THEN LTD’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 NOW & THEN LTD for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

NOW & THEN LTD 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 NOW & THEN LTD liable for any costs or expenses incurred by tenderers during the procurement process.

Enclosures

1. NDA
2. Deed Of Assignment Of Intellectual Property Rights