

Invitation to Tender

Cornwall Development Company

TEN483

Towns Fund Coordination - Camborne

15 July 2020



1. About Cornwall Development Company

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

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. We achieve this through the expertise and professional commitment of our staff covering a wide range of economic development activities.

2. Background and Context

The Ministry of Housing, Communities and Local Government published their Prospectus for the Government 'Towns Fund' in November 2019.

This identified that Cornwall Council would be required to take on the role as "Lead Council" for the four towns in Cornwall (Penzance, St Ives, Camborne and Truro) that have been selected to participate in the first tranche of 100 towns that are being considered by Government to benefit from up to £25 million each to help their regeneration via a Town Investment Plan. If the bid for funding is successful, Camborne (and the other three Towns potentially) will enter into a Town Deal with Government.

The Towns Fund will provide core public investment via Town Deals and the objective of the Fund is to drive the economic regeneration of towns to deliver long term economic and productivity growth through:

- **Urban regeneration, planning and land use:** ensuring towns are thriving places for people to live and work, including by: increasing density in town centres; strengthening local economic assets including local cultural assets; site acquisition, remediation, preparation, regeneration; and making full use of planning tools to bring strategic direction and change.
- **Skills and enterprise infrastructure:** driving private sector investment and ensuring towns have the space to support skills and small business development.
- **Connectivity:** developing local transport schemes that complement regional and national networks, as well as supporting the delivery of improved digital connectivity

As the "Lead Council" for each Town, Cornwall Council is tasked to provide the necessary support to each Town Deal Board to enable them to form and then to successfully develop a dedicated 'Town Investment Plan' (TIP) through local consultation and stakeholder engagement. The TIPs are to be completed and submitted to Government for consideration by the end of 2020.

A dedicated resource has been allocated by the Council to each of the four Towns (estimated to be circa 0.5 FTE each) to undertake the functions of Towns Fund co-ordination.

In Penzance, Truro and St Ives, individual 'Towns Fund Coordinators' are in post. In Camborne, however, the Towns Fund Coordinator role has recently become vacant and, following consideration of the progress made to date and the current status of the work, a decision has been taken not to replace the Towns Fund Coordinator role, rather to commission the remaining key tasks on a task and finish basis through the engagement of a suitably qualified consultant or consultancy.

The purpose of this Invitation to Tender is therefore to procure the services of a suitably experienced consultant or consultancy to deliver the services set out in the Sections below.

3. Scope of the Commission

The main scope/focus of this commission is to secure a consultant to provide an effective project/programme planning and coordination service, working with the Camborne Town Deal Board to complete the process of developing an appropriate Town Investment Plan in line with Government Guidance. Subject to project/funding agreements, the appointed consultant will also be expected to support the Council/Board/local stakeholders in progressing the delivery of a number of key approved projects.

The commission will include;

- leading the work required to complete the development of the Camborne Town Investment Plan, including undertaking appropriate community consultation
- supporting the commissioning by the client of additional external expertise where necessary (e.g. consultation work, building surveys, architect drawings, etc)
- facilitating negotiations with Cornwall Council, local stakeholders, investors and Government officials regarding the detail of the Town Investment Plan
- ensuring that the secretariat functions required to support the work of the Camborne Town Deal Board are delivered in line with the processes outlined in the Board's Terms of Reference (utilising the resources of the Town Hub Support Officer). Please see Enclosure 1 for Terms of Reference of the Camborne Town Deal Board.
- supporting the work of the Camborne Town Deal Board through the provision of regular reports and papers for discussion at their meetings

4. Tender objectives

To secure the appointment of a suitable consultancy or consultant with the necessary skills and experience to;

- deliver a completed Town Investment Plan (TIP) for Camborne that fully

meets the requirements of the Ministry of Housing, Communities and Local Government Prospectus for the HM Government Towns Fund

- ensure the submission of the TIP within the MHCLG prescribed timescale.
- ensure that the work of the Camborne Town Deal Board and the emerging TIP supports and complements strategic investment activity that is either already underway or otherwise planned for the town (details of such activity will be provided upon appointment to the successful tenderer).

5. Tender requirements

The successful tenderer will be expected to undertake the following activities:

- 5.1** Ensure that the secretariat functions for the Camborne Town Deal Board are delivered in line with the Board's Terms of Reference (utilising the dedicated Town Hub Support Officer)
- 5.2** Develop the specification for any external commissions required and support the client in the management of any subsequent contracts with external suppliers
- 5.3** Provide recommendations to the client regarding the programme management of a 'capacity fund' budget of circa £100k (this funding is to be used for project/programme development work such as the commissioning of research, technical/feasibility studies etc)
- 5.4** Complete the development and submission of the Town Investment plan for Camborne
- 5.5** Support the client in meeting its governance, assurance, compliance and audit requirement
- 5.6** Ensure the overall effectiveness of the Town Deal Board including developing working relationships with key members of the Town Deal Board
- 5.7** Establish and monitor performance and risk measures ensuring that the Town Deal Board and other relevant bodies are aware of emerging issues, opportunities and potential conflicts of interest arising from the work
- 5.8** Complete the development of the Town Investment Plan for Camborne and ensure that it is delivered on time and on budget in accordance with the latest UK Government Guidance. See MHCLG Guidance at Enclosure 2
- 5.9** Complete the necessary Camborne TIP evidence base in collaboration with partners and stakeholders
- 5.10** Align the detail of the Town Investment Plan to its vision and priorities, working with the LEP and Cornwall Council as necessary
- 5.11** Report effectively to relevant decision-making structures and processes in line with the client's requirements
- 5.12** Support the delivery of activities relating to the development of the Town Investment plan through the monitoring and review of progress against outcomes and recommending structures and procedures to rectify delivery delays.
- 5.13** Maintain strict confidentiality of all information acquired in the course of the commission
- 5.14** Provide high-level technical advice to the Town Deal Board, CC, CDC and other stakeholders in relation to the Towns Fund and highlight any new and emerging developments from Government. This will include the funding

criteria and application processes

- 5.15** Attend Camborne Town Deal Board meetings and any other relevant Towns Fund related meetings as instructed by the client. Liaison with the Towns Fund Co-ordinators for Truro, Penzance and St Ives is important and should be factored in as a requirement for consultancies submitting proposals

6. Budget

The total maximum budget available for this commission is £35,000 (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 11.

7. Tender and commission timetable

The timescale of the commission is from the date of signing the contract until 31st March 2021. The timetable for submission of the Tender and completion of the commission is set out below;

Milestone	Date
Publication of ITT	15/07/2020
Final date for receipt of clarifications	22/07/2020
Final date for response to clarifications	24/07/2020
Deadline to return the Tender to CDC	17:00 on 29/07/2020
Evaluation of Tender by CDC	30/07/2020
Successful and unsuccessful tenderers notified	31/07/2020
Signed Contract and Project Inception meeting	03/08/2020
Final draft of Town Investment Plan completed	August 2020
Submission of Final Town Investment Plan to MHCLG	October 2020
Subject to approval of the TIP complete individual business case development for a number of approved projects. (NB: exact number and phasing of these to be agreed once the TIP has been approved as it is recognised that it may not be possible/desirable to undertake all this work before the end of this commission)	by 31/03/2021
All deliverables provided and Contract complete	31/03/2021

8. Tender submission requirements

Please include the following information in your Tender submission;

8.1 Covering letter (two sides of A4 maximum) to include;

- 8.1.1 Contact name of the tenderer's main point of contact for further correspondence
- 8.1.2 Conflict of interest statement (see Section 9.13);
- 8.1.3 Confirmation that the tenderer accepts all the Terms and Conditions of the Contract as per Enclosure 3;
- 8.1.4 Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines;
- 8.1.5 Confirmation that the tenderer will be able to meet the Corporate Requirements Section 9, to include confirmation that Equality and Diversity, Environmental and Data Protection policies are in place and, if successful, supporting documentation will be provided as evidence;
- 8.1.6 Confirmation that the tenderer holds current valid insurance policies as set out in 9.3 and, if successful, supporting documentation will be provided as evidence

8.2 Evidence of Project/Programme Planning and Coordination

Provide evidence which demonstrates the ability of the tenderer to meet all of the requirements of Section 5 'Tender Requirements' outlined above, to include;

- 8.2.1 Details of relevant experience of the staff who would carry out the work based directly on the nature of the work specified within this project
- 8.2.2 Three examples of other relevant commissions delivered by your organisation with contact details of referees, approximate costs and outcomes and details of the similarities between the example and the work being tendered for

8.3 Proposed methodology outlining how you will approach/deliver the project.

Tenderers should prepare a proposal of no more than 6 pages setting out:

- your understanding of the Government's Towns Fund/Town Deal programme
- your understanding of historical town centre/place regeneration initiatives in/around Camborne and current priorities, issues and opportunities

- the approach you propose to take to ensure the timely completion and submission of the Camborne TIP and how you will ensure the Town Investment Plan Guidance is met
- potential project/programme delivery risks and mitigations
- breakdown of tasks, the number of days allocated to each, who will do them and a timeline

8.4 Budget

Provide a breakdown of costs for the elements;

- i. A **fixed fee** for this work, to exclude VAT but include all travel and other expenses
- ii. A clear indication of how many days of consultancy support (by named individual) will be provided for this sum
- iii. A schedule showing the proposed rate of budget 'draw down' ie. an indication of the likely weekly/monthly defrayal of budget (to be based on the consultant's anticipated time input over the lifetime of the commission in line with the methodology in 8.3 above)
- iv. schedule of day rates for any additional work that may be required (note that this will not form part of the tender assessment/evaluation)

9. 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.

9.1 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.

9.2 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.

9.3 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 £2million;
- Employers liability insurance with a limit if liability of not less than £2 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.

9.4 Data Protection

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.

The tenderer will be required to provide a copy of their Data Protection policy and privacy statement if successful in securing this contract.

9.5 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.

9.6 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.

9.7 Health and Safety

The tenderer 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.

9.8 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

9.9 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.

9.10 Content ownership

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

9.11 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.

9.12 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 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 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.

10. 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:

gareth.beer@cornwalldevelopmentcompany.co.uk in accordance with the Tender and 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.

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.

11. 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 8.1 Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed at 8.1	Pass/ Fail
Ref 8.2 Evidence of Project/Programme Planning and Coordination	30
8.2.1 Details of relevant experience of the staff who would carry out the work based directly on the nature of the work specified within this project	15
8.2.2 Three examples of other relevant commissions delivered by your organisation with contact details of referees, approximate costs and outcomes and details of the similarities between the example and the work being tendered for	15
Ref 8.3 Proposed methodology outlining how you will approach/deliver the project.	50
Proposed methodology outlining approach reflecting the criteria in 8.3 above, principally;	
<ul style="list-style-type: none"> • Understanding of the Government's Towns Fund/Town Deal programme 	10
<ul style="list-style-type: none"> • Appreciation of historical town centre/place regeneration initiatives in/around Camborne including current priorities, issues and opportunities 	10
<ul style="list-style-type: none"> • Approach proposed to ensure the timely completion and submission of the Camborne TIP and how the Town Investment Plan Guidance is met 	20
<ul style="list-style-type: none"> • Understanding of project/programme delivery risks and mitigations 	10
Ref 8.4 Budget	20
A fixed fee for this work (exc VAT) including travel and other expenses	
The lowest bid will be awarded the 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	

12. Tender Assessment

Each Tender will be checked for completeness and compliance with all requirements. During the evaluation 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 reviewer will award a percentage of the marks depending upon their assessment of the tenderer's response.

The following scoring, or graduations of such, will be used to assess the tenderer's 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.
--	--	--

13. 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 3).

14. Tender returns

Please submit the Tender document by email or post or in person by 17:00 on 29/07/2020.

If submitting electronically, please send by email to tenders@cornwalldevelopmentcompany.co.uk with the following wording in the subject box: "Tender TEN483 Strictly Confidential; Towns Fund Coordination - Camborne"

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 TEN483 Strictly Confidential; Towns Fund Coordination - Camborne"

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.

14. 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. Terms of Reference of the Camborne Town Deal Board
2. MHCLG Towns Fund Guidance from Government, June 2020
3. Terms and Conditions of the Contract (over £25,000)