**Superfast 3 – Inclusive Growth**

**Invitation to Tender**

**TEN518 : Direct Mail Services (August 2021)**

**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**

2.1 Superfast Cornwall has completed several successful programmes; the 2011-2015 part-EU funded Superfast Cornwall, 2015 - 2017 Superfast Cornwall Extension and 2017 – 2020 part-EU funded Superfast 2 programmes, enabling about 95% of Cornwall and the Isles of Scilly to connect to 30+Mbps superfast broadband.

2.2 Further details of the programmes are available at [www.superfastcornwall.org](http://www.superfastcornwall.org).

**3. The Superfast 3 – Inclusive Growth programme**

3.1 Cornwall Development Company (CDC) is managing the delivery of the Superfast Cornwall “Superfast 3 – Inclusive Growth” Programme, which is funded by the EU (ERDF) and Cornwall Council. The programme aims to assist businesses to develop and implement a digital solution to take their business forward.

3.2 Alongside fully funded support from our Business Digital Consultants, the programme also offers grants for both broadband connections and business digital solutions such as new websites, e-commerce and digital technologies.

3.3 Support is initially provided through an in-depth business assessment (min 12hrs) with one of our expert BDCs and, if a beneficial investment is identified, the business can apply for a grant to support up to 80% of related costs. In some cases where a business is clear about their plans and can justify the investment, SMEs can apply for the grant without using the business support. Grants will typically be between £1,000-6,000, and the upper limit will be subject to review.

3.4 Businesses in the 5% of areas unable to connect to superfast broadband can apply for a grant to cover the costs of an alternative solution.

3.5 Businesses in the 95% of areas able to connect to superfast broadband that haven’t already connected will be encouraged to get connected through a marketing campaign.

3.6 Targeted promotion of the different strands within the current programme is key and will ensure that as many businesses as possible receive support and grants

Further details of the programme are available here <https://www.superfastcornwall.org/superfast-3-inclusive-growth-programme/>.

**4. Tender Objectives**

4.1 The Superfast 3 – Inclusive Growth programme requires an external company to provide postcard printing and mailing services to premises across Cornwall and the Isles of Scilly. The number of addresses being mailed to will be broken down into batches of 500 addresses. Each batch of data will be given a Lot number, which should also be printed onto each mailed item. It is estimated that requests for mailing will be made every month as advised by Superfast Cornwall, but at times may be more or less frequent

**5. Tender Requirements**

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

* 1. **Postcard Mailings per batch of 500:**
		1. Receive address data which has been split into columns in an excel (.csv) file format.
		2. Set up and print of the approved copy on A5 postcards (artwork will be supplied – example attached at Enclosure 1) and delivery to addresses provided by the Superfast 3 programme team as per 5.1.1
		3. Postcards to be printed using sustainable inks on recyclable card. Please provide a statement demonstrating how the ink is sustainable and the card recyclable
		4. The card to weigh between 300gsm and 350gsm
		5. Overprint “Lot” number as a means of tracking.
		6. The cards should be sent by second class Royal Mail or equivalent.
		7. From receipt of an instruction from the Superfast 3 Programme Team, the tenderer will be required to have mailed the batch of 500 within 7 working days.

**6. Budget**

This is a draw down contract with a maximum budget of £24,000 (ex VAT) but inclusive of all expenses. Please note that the full value of the contract may not be drawn down.

**7. Tender and commission timetable**

The timescale of the programme is from the date of signing the contract until 30 June 2023. The timetable for submission of the Tender and completion of the programme are set out below.

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| --- | --- |
| **Milestone** | **Date** |
| Tender issued | 25/08/2021 |
| Clarification Questions received | 01/09/2021 |
| Responses to Clarification Questions provided | 03/09/2021 |
| Tender responses received | 1700: 13/09/2021 |
| Tender responses assessed for compliancy | 16/09/2021 |
| Contract sent to successful applicant | 20/09/2021 |
| First batch instruction issued  | TBA |
| Completion of programme | 30/06/2023 |

**8. 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 Cornwall Development Company 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 and its timelines.
		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, Environmental and Data Protections policies are in place and, if successful, supporting documentation will be provided as evidence
		5. Confirmation that the tenderer holds current valid insurance policies as set out below and, if successful, supporting documentation will be provided as evidence
		6. Conflict of interest statement as per 9.12
	2. Ink sustainability statement as 5.1.3
	3. Confirmation that the card is recyclable as 5.1.3
	4. Provide contact details (Company name; company contact name, telephone and email) from whom we can obtain a reference that demonstrates your ability in delivering a mailing service similar to this requirement
	5. Cost for a Batch of 500 as per 5.1.1-5.1.7

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:

* Public liability insurance with a limit of liability of not less than £2 million;
* 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 subcontracting is not permitted.

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:

**rosie.greaves@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 bidders.

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 and awarded to the LOWEST COMPLIANT BID.

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.

Any contract award will be conditional on the Contract being approved in accordance with CDC’s internal procedures and CDC being able to proceed.

12**. 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 4).

# 13. Tender returns

Please submit the Tender document by email by 17:00 on 13 September 2021 to tenders@cornwalldevelopmentcompany.co.uk with the following wording in the subject box:

“Tender TEN518 Strictly Confidential Direct Mail Services ”

Tenderers are advised to request an acknowledgement of receipt.

14. Disclaimer

The issue of this documentation does not commit CDC to award any contract pursuant to the tenderprocess 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.

# 15. Enclosures

1. Postcard Artwork example
2. CDC’s Standard Terms and Conditions of Purchase of Goods and Services under £25,000