

# **INVITATION TO Tender (ITT)**

## **Cornwall & Isles of Scilly Growth Hub Web Hosting**

**TEN 460**

**August 2019**



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## 1. About Cornwall Development Company

Cornwall Development Company (CDC) is the arms-length economic development arm of Cornwall Council (CC) and is part of the CORSERV Ltd group of companies.

On behalf of CC, Cornwall & the 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.

## 2. Background

The Cornwall and Isles of Scilly Growth Hub (CIOSGH) is part of Government's National Growth Hub network and provides a 'one stop shop' service for pre-start, start up and established SMEs to seek bespoke support to foster growth and enhance productivity across Cornwall and the Isles of Scilly (CIOS). It does this by providing a comprehensive support service consisting of;

- Business Navigators- Phone based service; limited advice, appointment management (for Connectors), eligibility checks, Growth assessment, CRM Management etc
- Business Connectors- Information, Diagnostic and Brokerage (IDB) service, client account management, support knowledge experts, networking and marketing
- Website- Comprehensive website to provide the 'Hub' and focus for businesses seeking to grow in CIOS, communication of 'Growth Ecosystem' advice on service, provide case studies/PR for client businesses, news, listings, events etc
- Data Management- Reporting, CRM Management, intelligence
- Communications- Comprehensive communications and PR function including marketing, website management and social media delivery to market and showcase service.

This project represents a second phase to the current activity delivered by the CIOSGH. It reflects the experience of the current CIOSGH project, client feedback and intelligence from other Growth Hubs nationally. The project works closely with other ERDF funded business support in Cornwall, the private sector support and national support to ensure pre-starts and SME businesses get the support and advice they need to grow.

Phase 2 (2018-2021) continues to offer a 'Hub' diagnostic service to enable SMEs in CIOS to swiftly access the most appropriate business support to foster growth and develop productivity.

## 3. This Commission Overview

CDC on behalf of the CIOSGH wishes to appoint a web hosting provider for the remaining duration of phase 2 of the Project, which is due to finish on 30 September 2021. Although we currently have a dedicated physical server we are platform agnostic and will consider proposals based upon dedicated servers, virtual servers, cloud services, or hybrid solutions.





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### 3.1 Platform

If the proposed solution is built using 3<sup>rd</sup> party services (i.e. not on infrastructure owned directly by the supplier) then the account with the 3<sup>rd</sup> party must be in the name of the CIOS Growth hub, and full control must be transferrable to another supplier at the request of the Growth Hub.

### 3.2 Hardware Specification

Our existing Wordpress based website, and its associated development and staging websites, are hosted on a dedicated server of the following hardware specification:

*CPU Hex Core 2.2GHz (Intel)*  
*RAM 32GB*  
*HDD 750GB available*

The current server runs a LAMP software stack and has always performed adequately. Our performance monitoring tool indicates that average CPU and memory usage are very low. We anticipate that the range of functionality provided by our new website (see 3.3) will be streamlined over the course of phase 2 of the project and that visitor numbers will not increase substantially. Therefore the proposed hosting platform must offer an equivalent or increased level of performance and capacity to that of our current dedicated server.

The server's physical components must be physically located in a secure facility within the European Union.

### 3.3 Software Specification

A 3<sup>rd</sup> party web development company has been commissioned to undertake the development of a new website for the CIOSGH and they will be using Drupal version 8 as the base CMS. Therefore our minimum requirements in terms of the software stack and versions are as per the minimum requirements as detailed on the official Drupal website here <https://www.drupal.org/docs/8/system-requirements>.

In addition the supplier will:

- provide a wildcard secure sockets layer certificate for the duration of the project.
- provide any necessary licences and installation and configuration of any platform management software.
- provide access to a performance monitoring system that allows us to review server activity and performance.



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### 3.4 Service

The hosting platform must:

- provide as a minimum a guarantee of 99.95% monthly uptime as part of the SLA.
- facilitate the recovery of the website state to any of the 7 previous days.
- be supported by access to technical support on a 24x7x365 basis with a response time of an hour or less.
- facilitate the application of software updates to ensure service availability, performance and security. Any updates that will or may impact the website's availability to be completed to a schedule agreed with a CIOSGH representative.

### 3.5 Considerations

Please ensure that your tender responses address the following:

#### ***Architecture***

Please ensure your response details the physical and/or logical architecture of your solution and explains the benefits of your proposed architecture over other potential solutions.

#### ***Availability and Resilience***

Our website is critical to the success of the project and as such we need to be sure that both the hardware and software are as failure-proof as practical. Please ensure your response highlights how your proposed solution meets our needs in this respect.

#### ***Support***

In the event of a hardware or software failure affecting our website service we need to be able to depend on quick and expert assistance from our hosting platform provider. Please ensure your response highlights your support offering.

#### ***Security***

Our server needs to be hardened against all types of malicious attack. Please ensure your response highlights what measures, whether hardware or software or procedural, your proposed solution incorporates to mitigate the risks to our service.

**Scalability**

Please ensure your response highlights how additional storage capacity and/or server performance may be upgraded if needed in the future.

**3.6 Budget**

The maximum budget for the duration of this contract is a total of £15,000 excluding VAT, covering set up costs, monthly charges and management fees as applicable.

**4. Tender and Commission Timetable**

<b>Milestones</b>	<b>Date</b>
Tender sent out	20/8/19
Latest date for raising clarifications (by email)	26/8/19
Clarifications posted on Contracts finder by	27/8/19
Deadline to return the Tender to CDC	5pm 2/9/19
Evaluation of Tender by CDC	3-5/9/19
Award of Contract by CDC	9/9/19
End of Contract	30/09/2021

**5. 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.



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## 5.1 Cross Cutting Themes (CCT)

### 5.1.1 Equality and Diversity

We are committed to providing our services in a way which promotes equality of opportunity at every possibility. 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. **If successful you will be required to provide evidence of your equality and diversity policies/practices to ensure compliance with this.**

### 5.1.2 Environmental Issues

We are 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 regards to environmental issues. **If successful you will be required to provide evidence of your environmental sustainability policies/practices to ensure compliance with this.**

## 5.2 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 (“the Freedom of Information Legislation”).

Bidders should 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. Bidders should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

## 5.3 Prevention of Bribery

Applicants are hereby notified that Cornwall Development Company is subject to the regulations of the Bribery Act 2010 and, therefore, has a duty to ensure that all bidders will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to this legislation.

## 5.4 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.

## 5.5 Conflicts of Interest

Please provide a statement with regards to a conflict of interest for this procurement through the provision of either:-

A Declaration that to your knowledge there is no conflict of interest between your company and the Cornwall Development Company or 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 their impartiality and independence in the contexts of this procurement procedure.

Or

A Declaration that there is a likely conflict of interest between your company and the Cornwall Development Company or 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 their impartiality and independence in the contexts of this procurement procedure, please provide details of this connection.

This will permit CDC, that in the event of a conflict of interest, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

## 5.6 Exclusion

Cornwall Development company shall exclude applicants from participation in this procurement procedure where they have established or are otherwise aware that the applicant (including administrative, management or supervisory staff that have powers of representation, decision or control of the applicants' 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

## 5.7 Consortium or sub-contracting

Tenderers should note that consortia can submit a tender but the sub-contracting of aspects of this commission after appointment will not be allowed.



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## 5.8 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.

## 5.9 Indemnity and Insurance

Without prejudice to its obligations under this Condition, the Supplier shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Suppliers obligations and liabilities under this Condition, 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;

For any one occurrence or series of occurrences arising out of any one event in the performance of this contract.

## 5.10 Standard Terms and Conditions of Purchase of Goods and Services

The supplier is to ensure that they provide within their Covering Letter agreement to the Standard Terms and Conditions including as Appendix 2.

## 6. Clarification

There will not be any negotiations of any of the substantive terms of the tender Documents. Only clarification queries will be answered. Any clarification queries arising from the Tender Documents which may have a bearing on the offer should be raised as soon as possible in writing. The deadline for clarification questions is as per the Tender Timetable at paragraph 4. All e-mailed queries should be sent to:-

Name: Kirsty Miles-Musgrave

**with the following message clearly noted in the Subject box;  
'Tender Ten 460 – CIOS Growth Hub Web Hosting '**

E-mail: [kirsty@ciosgrowthhub.com](mailto:kirsty@ciosgrowthhub.com)

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 us unless such representation is in writing and duly signed by the Head of Corporate Services of Cornwall Development Company. All





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such correspondence shall be returned with the Tender Documents and shall form part of the Contract.

Tenderers must provide a single point of contact in their organisation for all contact between the Tenderer and Cornwall Development Company.

## 7. Tender Application Requirements

Tenders may be submitted in either paper or electronic form but must comply with all requirements within this tender brief. The submission should contain 2 parts; a Covering Letter and the ITT response.

7.1 The **covering letter** should set out the following (**Please note failure to supply a covering letter will constitute a fail in the scoring criteria set out in section 8**);

- 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.
- Confirmation that the tenderer accepts all the Terms and Conditions of the Contract (Appendix 2).
- Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 5) 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 5.9 and, if successful, supporting documentation will be provided as evidence.
- Conflict of interest statement.

The **ITT response** must include the following supporting evidence;

7.2 Demonstration of how the contractor(s) will fully meet the requirements of this brief by completing the compliance matrix at appendix 1

7.3 Provision of a cost for the duration of the contract to be billed monthly together with any one-off costs to be shown separately.

## 8. Tender Evaluation Methodology

Tender returns will be assessed on the basis of the following tender award criteria and any contract awarded as a result of this tender process will be in accordance with CDC's standard terms and conditions (Appendix 2).

Each Tender will be checked for completeness and compliance with all requirements of this Invitation to Tender (ITT) and will be assessed on the basis of the following tender award criteria:

<b>Section I: Covering Letter</b>	
Acceptable covering letter including confirmation of the requirements detailed at 7.1	Pass/ Fail
<b>Section II: Overview, Hardware Specification, Software Specification, Service</b>	
1.1 must be answered Yes or Not Applicable for a pass 2.1 – 4.5 must all be answered Yes for a pass	Pass/Fail
<b>Section III: Compliance Matrix - Considerations</b>	
Each consideration 5.1 – 5.5 will be scored equally	80
<b>Section IV: Cost</b>	
The lowest cost bid will be awarded the full 20%. 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.	20

## 9. Assessment of the Tender (Compliance Matrix 5.1-5.5)

The reviewer will award the marks depending upon their assessment of the applicant's tender submission using the following scoring to assess the response:

<b>Scoring Matrix for Award Criteria</b>		
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 in the 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. Tender Returns

Tenders may be returned by email or post, or by delivery in person.

Tenders are to be returned by: **5pm (GMT) on 2/9/19**

If submitting by **email**, tenders should be sent electronically to [tenders@cornwalldevelopmentcompany.co.uk](mailto:tenders@cornwalldevelopmentcompany.co.uk) with the following message **clearly noted in the Subject box;**

**'Tender Ten 460 – CIOS Growth Hub Web Hosting - Strictly Confidential'**

Tenderers are advised to request an acknowledgement of receipt when submitting by email.



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If submitting by post or in person, the Tender must be enclosed in a sealed envelope, only marked as follows:-

**'Tender Ten 460 – CIOS Growth Hub Web Hosting - Strictly Confidential'**

'For the attention of Nicky Pooley, Head of Corporate Services'

Addressed to:

Cornwall Development Company  
Tyncroft House, South Wheal Crofty  
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.

If delivery **by hand** please obtain an official Receipt at point of delivery

## 11. Disclaimer

The issue of this documentation does not commit Cornwall Development Company (CDC) to award any contract pursuant to the bid 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).

Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to bidders by CDC or any information contained in CDC's publications are supplied only for general guidance in the preparation of the tender response. Bidders 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 bidders of such information.

Bidders shall be responsible for their own costs and expenses in connection with or arising out of their response. 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 bidders during the procurement process.



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## **12. Enclosures**

Appendix 1 - Compliance Matrix

Appendix 2 – CDC Contract Terms & Conditions

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