

INVITATION TO Tender (ITT)

Cornwall & Isles of Scilly Growth Hub

CIOS Growth Hub Telephony

TEN 529

December 2021



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 (CIOUSGH) 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 Facing Team – Phone/online based service, eligibility checks, Growth assessment, CRM Management, Information, Diagnostic and Brokerage (IDB) service, client account management, support knowledge experts
- 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, compliance
- Communications- Comprehensive communications and PR function including marketing, website management and social media delivery to market and showcase service – lead generation.

This project represents an extended second phase to the current activity delivered by the CIOUSGH. It reflects the experience of the current CIOUSGH 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.

The extended Phase 2 (2021-2023) 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 CIOS Growth Hub wishes to appoint a dedicated telephone system provider over the course of the Extended Phase 2 of the project from

5/1/2022 to 31/3/2023 and the maximum budget for this contract is £10,000 excluding VAT.

The provider will migrate our current system from our hardware into a datacentre of their choice within the UK and EU, maintaining existing functionality, and will support the system for the duration of the extended Phase 2 project.

3.1 Current Telephony System Specification

Our current service/installation consists of the following software/licenses:

License	Quantity Purchased	Quantity Used
Splicecom Maximiser S8004 Soft PBX	1	1
IP User License	34	23
IPCS Mobile Client	19	15
Voicemail Port	6	6
Message Box	10	10
SIP Trunk	10	5
Navigate Softphone	20	20
Navigate CRM User License	9	4
Vision Reports	116	10

We do not anticipate any significant change in numbers of staff or license requirements over the course of the Extended Phase 2 project.

The Splicecom software is installed on a dedicated Dell server running the PBX software and Vision reports. There is a separate laptop running the Navigate CRM software. These 2 machines are currently physically located in our office at The Enterprise Space for Advanced Manufacturing (ESAM) near St Austell, Cornwall. The ESAM office is usually an unstaffed office and is connected to the building's network via a Mikrotik router (which is owned by us but managed and supported by a 3rd party). The router is configured with the appropriate port forwarding to allow our IPCS and Navigate Softphone clients to connect to the phone server. The router is also configured as a VPN server and a number of our staff have VPN accounts which allow them to securely access the ESAM network, primarily for access to the Vision reporting system.

Although we own and previously used a number of physical phone handsets (approximately 10) we recently closed our main office at Pool Innovation Centre and our staff are currently all working remotely using either or both Navigate Smartphone and the IPCS mobile client. It is possible in the future that we will want to re-introduce some of the physical phones.

We understand from our current telephony provider that our version of Soft PBX is now end of life and will not receive any further fixes or updates from the Splicecom.

4. Required Telephony System Specification

We require the provider to:

- 4.1 migrate our current system from the server and laptop at our ESAM office to whatever hardware they deem appropriate located within a UK or EU based datacentre of their choice. Note that CIOSGH will be responsible for the reconfiguration of any of our local application software necessary to support the relocation of the telephone system.
- 4.2 agree a migration process with CIOSGH.
- 4.3 design the migration process to have as minimal as practical an impact on the telephony service offered by CIOSGH (which operates between 9am and 5pm on working days).
- 4.4 deliver a system that continues to offer exactly equivalent or improved functionality and performance as our existing system and support all existing number plans.
- 4.5 upgrade the Soft PBX and any necessary associated software components so that we are running a currently supported version of the software. This upgrade could be completed prior to, as part of, or after the datacentre migration process as per the preference of the provider. The cost of any upgrades (labour and/or licenses) should be included in the provider's response.
- 4.6 source, supply and install additional Splicecom licenses for additional users if required. The costs will not form part of this tender but please provide individual licence costs based on purchasing at any time for the following Splicecom licences:
 - 1-5 licences
 - 6-10 licences
 - 11+licences
- 4.7 source, supply any replacement parts or software components that we may require during the duration of the contract. The costs are additional to this contract but the labour would be covered within the support element of the contract.
- 4.8 provide and support secure access for our staff to the Vision reporting system.
- 4.9 complete the migration and upgrade process by 31 January 2022.
- 4.10 support. In the event of a failure affecting our telephony service we need to be able to depend on quick and expert assistance from our telephony provider. We require an ongoing service that gives the equivalent to:
 - 4.10.1 support for a 4 hour response 24 hours a day, 7 days a week, 365 days a year
 - 4.10.2 next day handset swap out; costs of the equipment to be outside this tender but the labour to be part of this contract.

- 4.10.3 provide remote system changes free of charge.
- 4.11 Calls. We require a flat monthly fee for all calls

5. TENDER AND COMMISSION TIMETABLE AND BUDGET

5.1 Timetable

Milestones	Date
Tender sent out	14/12/2021
Latest date for raising clarifications (by email)	20/12/2021
Clarifications posted on Contracts finder by	22/12/2021
Deadline to return the Tender to CDC	5pm 31/12/2021
Evaluation of Tender by CDC	04/01/2022
Award of Contract by CDC	05/01/2022
Service Commencement	05/01/2022
End of Contract	31/03/2023

5.2 Budget

Cost of the project for the duration of the contract to be billed monthly. Show separately the costs of any one-off costs, to include migration and upgrades. The maximum budget for this contract is £10,000 excluding VAT but inclusive of any expenses. Any tender exceeding this value will be deemed ineligible and will not be evaluated.

6. 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 Tenderers must be prepared to provide the evidence as stipulated in the paragraphs that follow, as requested by CDC, prior to any contract is signed.

6.1 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.

6.2 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.

6.3 Indemnity and Insurance

The contractor must affect 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 of 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:

6.4 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.

6.5 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.

6.6 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.

6.7 Health and Safety

The Contractor 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.

6.8 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

6.9 Sub-contracting

Tenderers should note that a consortia can submit a tender but the sub-contracting aspects of this commission must be identified within your response and cannot after appointment be altered without prior agreement with CDC.

Additionally, your attention is drawn to the paragraph 18 in the Terms and Conditions at Enclosure 2.

6.10 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. See Enclosure 1

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.

7. 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 and strictly in accordance with the Tender & Commission Timetable above.

All e-mailed queries should be sent to:-

Name: Kirsty Miles-Musgrave

E-mail: kirsty@ciosgrowthhub.com

**with the following message clearly noted in the Subject box;
'Tender Ten 529 – CIOS Growth Hub Telephony'**

Responses to clarifications will be uploaded 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 us unless such representation is in writing and duly signed by the Head of Corporate Services of Cornwall Development Company. All 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.

8. TENDER APPLICATION REQUIREMENTS

Tenders are to be submitted by email and comply with all requirements within this tender brief. The submission should be in 2 parts: a completed compliancy matrix (Enclosure 1) and your written response to 8.2 - 8.5.

- 8.1 Completed compliancy matrix
 - 8.1.1 A single point of contact for all contact between the tenderer and CDC during the tender selection process, and for further correspondence.
 - 8.1.2 Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines.
 - 8.1.3 Confirmation that the tenderer accepts all the Terms and Conditions of the Contract (Enclosure 2).
 - 8.1.4 Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 6) 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.
 - 8.1.5 Confirmation that the tenderer holds current valid insurance policies as set out in 6.3 and, if successful, supporting documentation will be provided as evidence.
 - 8.1.6 Conflict of interest statement.
 - 8.1.7 Individual responses to 4.1-4.11
 - 8.1.8 Costs. Cost of the project for the duration of the contract to be billed monthly. Show separately the costs of any one-off costs, to include migration and upgrades.
- 8.2 Experience of migrating similar customer telephony systems. Please outline what experience you can bring to bear of completing similar exercises for other customers. Your response should be a maximum of 2 sides of A4
- 8.3 Expertise and experience of Splice.com telephony systems. Please detail the level of expertise and experience your staff have with Splice.com telephony systems in general, and also with our specific type of system. Your response should be a maximum of 2 sides of A4
- 8.4 Resilience. Our telephony service is critical to the success of the project. As such please highlight how your choice of datacentre impacts the resilience of our telephony service. Your response should be a maximum of 2 sides of A4

- 8.5 Support. In the event of a failure affecting our telephony service we need to be able to depend on quick and expert assistance from our telephony provider. Please detail how you intend to delivery your support service. Your response should be a maximum of 2 sides of A4

9. 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 (Enclosure 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:

8.1 Compliance Matrix	
Complete Enclosure 1 with a compliant response to all sections	Pass/Fail
8.2 Experience of migrating similar customer telephony systems	
Please outline what experience you can bring to bear of completing similar exercises for other customers. Your response should be a maximum of 2 sides of A4	20
8.3 Expertise and experience of Spliceom telephony systems	
Please detail the level of expertise and experience your staff have with Spliceom telephony systems in general, and also with our specific type of system. Your response should be a maximum of 2 sides of A4	20
8.4 Resilience	
Our telephony service is critical to the success of the project. As such please highlight how your choice of datacentre impacts the resilience of our telephony service. Your response should be a maximum of 2 sides of A4	20
8.5 Support	
In the event of a failure affecting our telephony service we need to be able to depend on quick and expert assistance from our telephony provider. Please detail how you intend to delivery your support service. Your response should be a maximum of 2 sides of A4	20
8.1.8 Budget	
A fixed fee for this work (exc VAT) including all other expenses. The lowest bid will be awarded the full 20 marks. Other bids will be	20

awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = $20 \times \text{lowest bid} / \text{bid}$	
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10. 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, 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.

11. TENDER RETURNS

Tenders should be returned by email.

Tenders are to be returned by: **5pm (GMT) on 31/12/2021**

Tenders should be sent electronically to tenders@cornwalldevelopmentcompany.co.uk with the following message **clearly noted in the Subject box;**

'Tender Ten 529 – CIO Growth Hub Telephony - Strictly Confidential'

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

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

Enclosure 1 - Compliance Matrix

Enclosure 2 – CDC Contract Terms & Conditions
