

INVITATION TO Tender (ITT)

Cornwall & Isles of Scilly Growth Hub Web Hosting

TEN 527

November 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 CIOUSGH wishes to appoint a web hosting provider for the remaining duration of phase 2 of the Project, the contract for which will run from 1 January 2022 to 31 March 2023.

3.1 Platform

If the proposed solution is built using 3rd party services (i.e. not on infrastructure owned directly by the supplier) then the account with the 3rd 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 Server Specification

We currently have a cloud based server and wish to continue using such a hosting service in order to retain the benefits we perceive of resilience, scalability, and flexibility.

Our existing Drupal 8 based website, and its associated development and staging websites, are hosted on a cloud server of the following specification:

CPU 6 vCores
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 even at peak times. The current website will be upgraded to Drupal 9 in early 2022 but we do not anticipate that having any significant effect on the resources required. We do not anticipate that visitor numbers will increase in a substantive manner over the course of the project. Therefore the proposed hosting platform must offer an equivalent or increased level of resources and capacity to that of our current cloud server.

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

3.3 Software Specification

Our current website is built 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/system-requirements>. We need to support Drupal 8 initially and then Drupal 9 (the minimum requirements are very similar). We anticipate upgrading to PHP 7.4 and potentially PHP 8 during the current projected lifespan of the website.

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 such as cPanel.
- provide access to a performance monitoring system that allows us to review server activity and performance.

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 operating system and core application updates to ensure service availability, performance and security. Any updates that will or may impact the website's availability are 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.

Note that we currently subscribe to Cloudflare's Pro plan (<https://www.cloudflare.com/plans/pro/>) and use their CDN and Web Application Firewall to accelerate access to our website and to protect the website from attack/intrusion. We are currently happy with Cloudflare's pricing and functionality so if your response proposes an alternative or complementary solution please provide adequate justification.

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 £8,000 excluding VAT, covering set up costs, monthly charges and management fees as applicable. Service provision is to commence on 1 January 2022 and run until 31 March 2023.

4. Tender and Commission Timetable

Milestones	Date
Tender sent out	22/11/2021
Latest date for raising clarifications (by email)	29/11/2021
Clarifications posted on Contracts finder by	01/12/2021
Deadline to return the Tender to CDC	5pm 07/12/2021
Evaluation of Tender by CDC	08-09/12/2021
Award of Contract by CDC	10/12/2021
Service Commencement	01/01/2022
End of Contract	31/03/2023

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 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.

5.1 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.

5.2 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.

5.3 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 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:

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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

5.9 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 following paragraph in the Terms and Conditions 18 at Appendix 2.

5.10 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.

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.

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 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 527 – CIOS Growth Hub Web Hosting'**

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.

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, Environmental and data protection 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 5.3 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:

Section I: Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed at 7.1	Pass/ Fail
Section II: Overview, Hardware Specification, Software Specification, Service	
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
Section III: Compliance Matrix - Considerations	
Each consideration 5.1 – 5.5 will be scored equally	80
Section IV: Cost	
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:

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.

10. Tender Returns

Tenders should be returned by email.

Tenders are to be returned by: **5pm (GMT) on 7/12/2021**

When submitting by **email**, tenders should be sent electronically to tenders@cornwalldevelopmentcompany.co.uk with the following message **clearly noted in the Subject box;**

'Tender Ten 527 – CIOs Growth Hub Web Hosting - Strictly Confidential'

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

11. 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.

12. Enclosures

Appendix 1 - Compliance Matrix

Appendix 2 – CDC Contract Terms & Conditions