

Cornwall Development Company

Invitation to Tender (ITT)

Video & Photography services for Cornwall & Isles of Scilly Skills Hub

TEN 421

January 2018



European Union

European
Social Fund

Overview

Cornwall Development Company (CDC) operates as Cornwall Council's economic development arm and is a member of the CORSERV group of companies. CDC has been successful in its bid to the European Growth Programme 2014 – 2020 to establish and operate the Cornwall & Isles of Scilly (CIoS) Skills Hub service. This project is funded by the European Social Fund (ESF) with match funding from Cornwall Council and Cornwall & Isles of Scilly Local Enterprise Partnership (LEP).

The Skills Hub encourages and supports businesses to develop and excel through skills and training. It provides one-to-one skills reviews and signposts businesses to training provision.

The service is delivered through a team of experienced Skills Connectors backed by office-based Business Navigators and a content-rich online portal.

CIoS Skills Hub requires a contractor to produce engaging film and photography content as required over the remaining lifetime of the project, and any subsequent extension or recommissioning.

Background

The Skills Hub helps businesses work smarter and thrive through skills and training. It aims to tackle the skills deficit commonly blamed for holding productivity back in Cornwall and the Isles of Scilly and has ambitious plans to embed a culture of skills and staff development across the CIoS business community. By working directly with businesses, it helps them to upskill and overcome barriers to growth or areas of underperformance.

Businesses are invited to tap into the expert team's unrivalled knowledge of the skills and training arena in CIoS through a free and independent skills review. Offered on a one-to-one basis, a skills review will help businesses:

- Identify their training needs and through a signposting service direct them to a training course, workshop or recruitment solution that is just right for them
- Unpick the vast range of skills and training opportunities available
- Demystify qualifications, training schemes and funding opportunities
- Understand the benefits and practicalities of apprenticeships

For more information, please visit:

www.ciosskillshub.com

<https://twitter.com/GrowthSkillsHub>

<https://www.facebook.com/growthskillshub>

Commission

On behalf of the CIOs Skills Hub, CDC wishes to appoint a creative production agency to provide film and photography services under a 'call-down' contract over the course of the project.

The agency will be required to produce content that:

- Engages the target audience (businesses in CIOs with 5+ employees)
- Is fresh and innovative
- Combines creative graphics with expertly shot footage and photography
- Presents the Skills Hub as being approachable, independent and experts in the skills and training arena
- Has a clear call to action and inspires businesses to register for a Skills Review
- Celebrates the benefits to employers of engaging in effective skills development
- Reflects the Skills Hub brand
- Is in the appropriate format for use on the full range of communication channels
- Complies with EU Branding & Publicity Guidelines (Annexe A)

Activity will include but will not be restricted to:

- Case studies showcasing businesses supported and the impact of the Skills Hub service
- Skills and training tips from the Skills Hub team, business community and influencers
- Introduction to the Skills Hub and the skills review service
- Skills Hub organised and attended events

Upon commission the Skills Hub will work with the successful agency to plan and schedule activity however, flexibility is vital so that ad-hoc opportunities can be harnessed.

Budget

A budget has been set for this commission of up to £40,000 (excluding VAT) for services until 31 December 2019.

The budget will be allocated based on individual pieces of commissioned activity and invoiced to the Skills Hub as incurred.

Tender Information & Requirements

This section provides instructions and defines the format Tenderers should use in responding to this ITT along with specific information Tenderers should supply and information on how the tenders will be assessed.

Procurement Timetable

The anticipated timetable for submission of the tender and commission milestones are set out below:

Activity	Date
Dispatch of Tender Documents	22 January 2018
Latest date for raising queries (by email)	26 January 2018
Deadline for query responses	30 th January 2018
Deadline to return Tender to CDC	5 th February 2018
Evaluation of Tenders by CDC	6-7 th February 2018
Award of Contract	8 th February 2018
Commencement of Service provision / Inception meeting	19 th February 2018

CDC reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

Discrepancies, Omissions, Clarification and Enquiries

Should the Tenderer find discrepancies in, or omissions from, the Tender Documents, the Tenderer shall notify CDC immediately.

Any clarification queries arising from these Tender Documents which may have a bearing on the offer should be raised with the CDC contact (Kirsty Miles-Musgrave, kirsty@ciosgrowthhub.com) as soon as possible and in accordance with the Tender Timetable above. Responses to all relevant queries will be posted on Contracts Finder.

There will be no negotiation on any of the substantive terms of these Tender Documents. All clarifications need to be submitted by email to the CDC contact.

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

Where the Company considers any question or request for clarification to be significant, the anonymised query and response will be communicated to all Tenderers via Contracts Finder.

Tender Submission

All tender returns must include a covering letter setting out the following;

1. That the provider has the resources available to meet the requirements outlined in the brief - and within the tender timetable.
2. That the provider will be able to meet the CDC Corporate Requirements (see below), to include confirmation that Equality and Diversity and Environmental policies are in place and if successful supporting documentation will be provided as evidence together with the appropriate conflicts of interest policy statement.

3. The provider shall provide confirmation that insurance policies are current and if they are due to expire during the course of the commission to provide renewal notices prior to their expiry date(s).
4. That the provider accepts all the Terms and Conditions of the Contract attached at Annexe B
5. The point of contact within your organisation in relation to this tender.

The Tender submission should also include:

- **Examples of three previous film and photography projects** you have carried out (preferably within Cornwall and the Isles of Scilly or a comparable geography) in the last three years, that you consider demonstrate a track record of achievement in dealing with similar audiences. Each project example should include a video link and photos, and be presented on no more than two sides of A4. These examples should highlight:
 - The client
 - Fulfilment of the specified brief
 - Approximate cost
 - Outcomes
 - Key similarities between the project and the proposed commission
- **A summary of CVs** for the people that would be working on the contract, including a breakdown of job roles, limit to 2 sides of A4.
- **Breakdown of charging** e.g. hourly rate; by activity and a proposal for managing the budget across the lifetime of the contract including the cost of all resources (exclusive of VAT).

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 Tenderer can evidence its ability to meet these requirements when providing the services under this commission.

All tender returns must include evidence of the following. This is a pre-requisite if the tender return is to be considered.

- ***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. **If successful you will be required to provide a copy of your Equality and Diversity Policies/Practices**

- ***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. **If successful you will be required to provide a copy of your Environmental Policy Policies/Practices**

- **Indemnity and Insurance**

The consultant/supplier must effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the supplier's obligations and liabilities under this commission, 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.

The Tenderer should note that the following Corporate Requirements will also apply;

- **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").

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.

- **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.

- **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.

- **Conflicts of Interest**

Tenderers must provide a clear statement with regard to potential conflicts of interests.

Therefore, please confirm whether, to the best of your knowledge, there is any conflict of interest between your organisation and CDC or its 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 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/noticed, appropriate steps are taken to ensure that the

evaluation of any submission will be undertaken by an independent and impartial panel.

- **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

- **Sub-contracting**

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

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.

Tenders must be submitted for the whole of the Services. Tenders for part of the Service will be rejected.

All documents must be written in English.

Tender Return

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

Latest date to be returned: **5pm** – 2nd February 2018

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

'Tender TEN421 - Strictly Confidential – Tender to provide Film and Photography Services for Cornwall & Isles of Scilly Skills Hub'

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 TEN421 - Strictly Confidential – Tender to provide Film and Photography Services for Cornwall & Isles of Scilly Skills Hub'

For the attention of Nicky Pooley, Head of Corporate Services
Cornwall Development Company
Bickford 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.

Note that if you are delivering the Tender by hand or by courier, it should be delivered during normal working hours (0900 – 1700 Monday to Friday) and an official receipt obtained. Tenders delivered by hand to any other location will not qualify and will be rejected.

PLEASE DO NOT EMAIL YOUR TENDER SUBMISSION TO THE CORNWALL DEVELOPMENT COMPANY OR THE CONTACT OFFICER.

Evaluation of Tenders

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 following award criteria:

Tender Evaluation Criteria

Section I: Covering Letter	
Covering letter (2 pages maximum) stating: - Contact name for further correspondence; - Confirmation that resources available to deliver within the project timetable - That the Tenderer accepts all the Terms and Conditions of the Contract attached at Annexe B; - State any potential conflicts of interest which may occur, should your company be selected. - Confirmation of insurance, Equality and Diversity and Environmental Policies/ Practices	Pass/ Fail
Section II: Expertise Total 60% (as distributed below)	
Examples of three previous projects you have carried out (preferably in Cornwall, Isles of Scilly or a comparable geography) in the last three years, that you consider demonstrate a track record of achievement in dealing with similar audiences. Each project example should include a video link and photos and be presented on no more than two sides of A4. These examples should highlight: - The client and fulfilment of the specific brief - Approximate cost - Outcomes - Key similarities between these projects and the proposed commission	60%
Section III: The Team Total 20%	
Up to a two page summary of the CVs of the people that would be working on the contract, including a breakdown of job roles	20%
Section IIII: Budget Total 20%	
Provide a breakdown of costs including hourly rates, and how the Tenderer would approach managing the budget across the lifetime of the contract including the cost of resources (excluding VAT).	20%

Assessment of the Tender

The Company is not bound to accept the lowest or any Tender. This Tender does not constitute an offer to enter into a contractual relationship. The Company will not reimburse any expense incurred by the Tenderers in preparing their responses to this Tender.

It is anticipated that the selection process will be carried out in one stage; assessment of the tender submission - reviewing ability to meet criteria listed above.

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

Scoring Matrix for Evaluation Criteria		
Score	Judgement	Interpretation
5	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.
4	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.
3	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.
2	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.
1	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.

Worked Example:				
Criteria	Tenderers Score, A	Maximum Score, B	Weighting C (100% total)	Contribution to tenderers score, $(A \div B) \times C$
Covering Letter	Pass/Fail	Pass/Fail	-	Pass
Examples of previous work	4	5	60%	48%
The Team	3	5	20%	12%
Budget	2	5	20%	8%
Tenderer's Score out of a possible 100%				68%

Notification

Following evaluation of the Tenders, CDC will make a decision on which, if any, Tender shall be accepted.

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

Intellectual Property

The client shall be entitled to share the outcome of the work in whole or part with others at its discretion. All outputs of the contract will remain the property of Cornwall Development Company.

Tender Award

Any contract awarded as a result of this tender process will be in accordance with the attached CDC standard terms and conditions (Annexe B).

Further Information

The CIOs Skills Hub project is in receipt of funding from the European Union and as such it is necessary for documentation (including every accessible/viewable option) to properly accredit the key support from the European Union. Principally, this will include use of the ESF logo as appropriate. More details can be found in Annexe A.

Disclaimer

The issue of this documentation does not commit 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 is 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.

Annexe A – EU Branding & Publicity Guidelines

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/634288/ESIF_Branding_and_Publicity_Requirements.pdf

Annexe B: Terms and Conditions