

Appendix B

**Kent County Council  
Tender Document**

**for**

**Visitor Economy Services in Kent**

**Tender No: SS12155**



Documents Prepared By:

**Strategic Sourcing & Procurement  
Kent County Council  
Sessions House  
County Hall  
Maidstone  
Kent  
ME14 1XQ**

**Not to be reproduced without written permission of, Strategic Sourcing and  
Procurement**



## CONTENTS

<b>Section One</b>	<b>Scope and Context</b>
<b>Section Two</b>	<b>Instructions to Tenderers</b>
<b>Section Three</b>	<b>Requirement</b>
<b>Section Four</b>	<b>Conditions of Contract</b>
<b>Appendix A</b>	<b>Anti Collusion Certificate</b>
<b>Appendix B</b>	<b>Deed of Guarantee</b>
<b>Appendix C</b>	<b>Diversity Questionnaire</b>
<b>Appendix D</b>	<b>Evaluation spreadsheet</b>
<b>Appendix E</b>	<b>Form of Tender</b>
<b>Appendix F</b>	<b>Terms and Conditions</b>

## **Section One**

## **Scope and Context**

### **1. Introduction**

Kent County Council is the largest local authority in England covering an area of 3,500 square kilometres. It has an annual expenditure of over £1bn on goods and services and a population of 1.3m. Kent County Council provides a wide range of personal and strategic services on behalf of its residents, operating in partnership with 12 district councils and 289 parish/town councils and working closely with Medway Council and other neighbouring authorities, central Government and the private sector.

### **2. Services required**

This tender relates to the administrative area of Kent County Council

As one of its three clear aims within Bold Steps for Kent, Kent County Council is committed to growing the economy of Kent. Ensuring a strong visitor economy in Kent, attracting visitors and visitor spend and providing support to Kent tourism businesses is a key element in to achieving this aim.

Kent County Council is seeking a supplier that can provide the strategic lead on the visitor economy in Kent. The successful supplier must have an excellent understanding of the key issues facing the tourism sector in Kent and a strong track record of delivering similar services.

The successful supplier will be expected to develop innovative and creative solutions to grow the Kent visitor economy and support KCC's priorities for this sector, which are to:

- Promote the county to target visitor markets to increase numbers of visitors to Kent and the value of visitor spend
- Support growth in the Kent visitor economy
- Provide high quality support to the Kent tourism business sector
- Improve the skills levels of employees within the Kent visitor economy
- Attract additional public and private sector investment

Currently these services are delivered by Visit Kent Limited

Kent County Council will retain a small in-house tourism function which will focus on research and identifying national and European funding opportunities. The successful supplier will be expected to work closely in partnership with KCC in these areas.

### **3. Contract period**

The contract will commence upon 1 April 2014 and will continue until 31 March 2017 *unless* terminated in accordance with the Conditions of Contract in section five of this Invitation to Tender. Subject to satisfactory performance and availability of funding from KCC, the contract will be extended for an additional 3 years (until 31 March 2020).

### **4. Contract value**

The value of the contract is estimated to be £280,000 excluding VAT per annum.

Whilst it is hoped that this level of funding will continue for the first three years of the contract, the exact amount of funding beyond March 2015 is subject to KCC's own budgetary position. Payment will be made in arrears with the exception of the first three months which will be paid in advance.

## **5. Estimated quantities**

Any quantities shown within this Invitation to Tender and any relevant documentation are estimated and may be subject to variation and therefore do not form any basis of guarantee.

Strategic Sourcing & Procurement is the lead division within the Authority on all procurement matters and are undertaking the tendering of this requirement.

## Section Two

## Instructions to Tenderers

### 1. General

These instructions are designed to ensure that all tenderers are given equal and fair consideration. It is important that you provide all the information asked for in the format and order specified. Please use the Question and Answer facility within ProContract if you require clarification on any sections of this Invitation to Tender.

Tenderers should read these instructions carefully before completing the tender response. Failure to comply with the completion and submission requirements may result in the rejection of the tender. Participation in the tender process automatically signals that the tenderer accepts these conditions of participation.

**Tenderers are requested to address ALL the requirements set out below, providing details of how each requirement will be met and examples of the tenderers similar previous experience, and the knowledge that the tenderer has of the visitor economy in Kent. Responses such as “noted”, “agreed”, “compliant” or similar do not provide sufficient information to form a reasoned evaluation of the proposed solution and consequently will be marked as non-compliant.**

**A detailed project/evidence scenario should be provided and in the relevant place within the tender the tenderer should explain the relevance of this to that specific question, random references will not be evaluated.**

The Invitation to Tender consists solely of this document.

The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with Kent County Council. This Invitation to Tender is not transferable

### 2. Timescales

Set out below is the proposed procurement timetable.

<b>Proposed Procurement Timetable</b>	
Issue OJEU Advertisement and Invitation to Tender	<i>August 14 2013</i>
Closing date and time for Tender Submissions	<i>September 24 2013</i>
Commencement of Tender Evaluation Period (including Post Tender Clarification, as necessary)	<i>September 2013</i>
Contract Award (includes mandatory ten day standstill period)	<i>October 2013</i>
Contract Commencement Date	<i>April 2014</i>

These dates are provided for information purposes only. Kent County Council does not guarantee to complete each phase by the date stated above.

During the tender evaluation period, Kent County Council may shortlist a number of tenderers. Short listed tenderers may be asked to deliver a presentation at the Council's offices (see Requirement 9). Tenderers should be prepared to accommodate this request. Exact dates will be notified nearer the time.

### 3. Tender Clarification

All clarification and communication from tenderers during the period of this procurement exercise must be directed via the Question and Answer facility within ProContract.

Kent County Council will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In line with the Public Contracts Regulation 2006 Kent County Council will respond to any request for clarification at least 4 days before the deadline for receipt of tenders.

No requests for clarification will be accepted after noon on 24 September 2013.

In order to ensure equality of treatment of tenderers, Kent County Council intends to publish the questions and clarifications raised by tenderers together with the Council's responses (but not the source of the questions) to all participants on a regular basis.

Kent County Council reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

#### **4. Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)**

The view of the Council is that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) Regulations which implement the Acquired Rights Directive may apply to this contract, and specifically to the members of Visit Kent Limited staff who are involved in the delivery of the current contract, however Tenderers should seek their own legal advice as to the applicability of TUPE and as to the effect of the TUPE clause contained in the contract Terms and Conditions.

To enable the Council to evaluate your tender on the basis that TUPE will apply we have collated anonymised information pertaining to the employment of staff (including staffing costs and conditions of employment).

The Council will be happy to provide you with a copy of this information but firstly we need your written agreement that you will only use the information provided for the purposes of evaluating your tender, that you will not disclose it to any third party and that you will destroy it once the tender process is concluded if you are not the successful tenderer. We also only provide you with this information on the basis that we give no warranties as to its accuracy and that we cannot accept any liability for any inaccuracies contained therein.

If you wish to see the information that we hold please provide your written undertaking that you agree to the above terms via ProContract as soon as possible.

#### **5. Preparation of Tender**

The information contained within this document should be regarded as a statement of Kent County Council's current position as it is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a tender tenderers shall be deemed to have read and understood all of the tender documents.

Tenderers may not propose alternative solutions to meet Kent County Council's requirement.

## **6. Freedom of Information**

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), the Authority may, acting in accordance with Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations be required to disclose information submitted by the tenderer to the Authority.

In respect to any information submitted by a tenderer that it considers to be commercially sensitive the tenderer should:

- Clearly identify such information as commercially sensitive;
- explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the tenderer believes that such information will remain commercially sensitive.

Where a tenderer identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations (the 'EIR'). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where a tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Authority and the tenderer should not attempt to answer the request without first consulting with the Authority.

## **7. Tender Validity**

The tenderer is required to hold the tender open for acceptance for a period of *ninety (90)* days from the closing date for the submission of tenders.

## **8. Conditional Tenders**

Conditional tenders will be disregarded where the condition upon which a tender is based cannot be fulfilled.

Tenderers should, however, note that once a contract is entered into this stands alone. If a conditional tender is accepted then the relevant amount in that tender forms the basis of the contract with that condition. Therefore if for any reason another contract to which the condition relates is later terminated, the tenderer will not be able to require the price in this contract to be increased to what its associated conditional tender would have been. All contract variations are controlled via the variation to contract procedure.

## **9. Submission of Tenders**

Failure to return all of the items in the following table may cause your tender to be non-compliant and not considered.



Item	Checklists to ensure all items are included in the tender submission?
Tender Response with all sections completed	
Appendix A – Anti Collusion Certificate	
Appendix B – Deed of Guarantee	
Appendix C – Diversity Questionnaire	
Appendix E - Form of Tender	

All documents requiring a signature must be signed:-

- where the tenderer is an individual by that individual;
- where the tenderer is a partnership, by at least two duly authorised Partners;
- where the tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.

The tender and any documents accompanying it must be in the English language.

Tenders must be returned electronically via ProContract no later than noon on 24 2013.

A 10MB file will take approximately 5 minutes on average to upload on a standard Broadband connection (256Kbps upload speed). Please take this into consideration when uploading larger files, and ensure that you leave enough time to complete your submission.

Instructions on how to submit your response can be found within the 'Help' facility in ProContract. These instructions should be consulted in order to ensure that your response is submitted correctly.

To submit a response the 'Submit Response' button must be used and an email of confirmation will be provided when a submission is successful. Tenderers should retain this email of confirmation.

Responses will only be accepted via ProContract.

## 10. Right to Reject/Disqualify

Kent County Council reserves the right to reject or disqualify a tenderer where:

- the tenderer is guilty of serious misrepresentation in relation to its tender; expression of interest; and/or the tender process; and or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the tenderer.

## 11. Right to Cancel, Clarify or Vary the Process

Kent County Council reserves the right to:

- amend the terms and conditions of the Invitation to Tender process,

- cancel the evaluation process at any stage without liability; and/or
- require the tenderer to clarify its tender in writing and/or provide additional information. (Failure to respond adequately may result in the tenderer not being selected).
- Award the contract to more than one supplier if it is felt that this would achieve best value
- Not to award the contract at all
- Award only part of the intended contract
- Discontinue the process at any time without liability

## **12. Canvassing**

Any tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Kent County Council concerning this Invitation to Tender or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other tenderer, tender or proposed tender will be disqualified.

## **13. Disclaimers**

Kent County Council, nor their directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty as to the accuracy, reasonableness or completeness of the Invitation to Tender; or
- accepts any responsibility for the information contained in the invitation to tender or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage arising as a result of reliance on such information or any subsequent communication.

Any contract concluded as a result of this Invitation to Tender shall be governed by English law.

## **14. Collusive Behaviour**

Any tenderer who:

- fixes or adjusts the amount of its tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than Kent County Council any amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a tender; or

- enters into any agreement or arrangement with any other party as to the amount of any tender submitted; or
- offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender, any act or omission;

Shall be disqualified.

### 15. Deed of Guarantee

In the event of a tendering company having a parent company or being financed by an external source a Deed of Guarantee will be required in the form as shown in Appendix C.

Tenderers are required to state, within their tender submission, if either of the above is applicable to them and if so, what organisation will be providing the guarantee.

The Deed of Guarantee will be forwarded with the contract should the tenderer be successful. If a Deed has been sent with the contract, a signed contract returned on its own will not be accepted.

### 16. Assessment of tenders

All tenders received will be considered on the information contained in the tender or obtained by Kent County Council as a direct result of the tender process.

Tenders will be assessed on the basis of most economically advantageous offer which will take into account the criteria, weightings and sub-weightings (if any) included within Appendix D Evaluation Spreadsheet.

Tenderers' responses to the questions under the heading 'Selection' will be evaluated first on a pass/fail basis and only in the event that tenderers pass all of these requirements will their responses to questions under the 'Award' heading be evaluated.

The assessment methodology that will be used to assess these criteria at Award Stage only will be as follows:

Minimum		Scoring Methodology				Maximum
0	1	2	3	4	5	
Meets none of the requirement	Meets some of the Requirement	Meets most of the Requirement	Meets the requirement	Exceeds requirement	Greatly exceeds the requirement	
				Scope for additional marks		

It should be noted that by using this methodology there may be scope for tenderers to exceed the stated requirements and achieve the additional marks. Innovation and solutions that provide additional value may also achieve additional marks.

**Important Note**

Unless identified as a mandatory requirement, tenderers are required to address ALL the requirements with details of how each requirement is met. Responses such as “noted”, “agreed”, “compliant” or similar do not provide sufficient information to form a reasoned evaluation of the proposed solution and consequently will be marked as non-compliant.

**17. Council Not Bound**

Kent County Council does not bind itself to accept the lowest or any tender for all or any part of the requirement and will not accept responsibility for any expense or loss which may be incurred by any tenderer in the preparation of the tender.

Any discussions or correspondence between Kent County Council and tenderers shall be conducted without any obligation whatsoever by Kent County Council to enter into or become bound by any contract.

Unless agreed in writing by, **Strategic Sourcing and Procurement** no amendment or modification can be made to the Invitation to Tender documentation.

Kent County Council will not be bound by any contract until the Contract is embodied in a formal document and signed by all parties

**18. Contract Document**

The contract to be awarded shall be in the form of the draft contract in Section Four of this document incorporating the Terms and Conditions within Appendix F, which will be signed by all parties and such contract shall incorporate the tender documents, the duly completed Form of Tender, Anti-Collusion Certificate, Deed of Guarantee (if applicable), pricing schedule, the Conditions of Contract and any other relevant documentation.

**19. Consortia Tenders**

Tenderers are permitted to submit a tender response as a consortium. The lead tenderer who will act as single point of contact during the procurement process and as the Contracting Party must be clearly identified in the tender response.

## Section Three

## Requirement

### Selection Stage

Tenderers submitting a response will be required to complete the following sections. Each tenderer's response to the questions contained within the Award Stage will only be evaluated in the event they pass the Selection Stage.

#### 1. Diversity

Tenderers are required to be aware of Kent County Council's commitment to diversity. As part of this commitment the Council requires that the tenderer is not only compliant with all statutory requirements but also demonstrates an ongoing commitment that ensures fairness of treatment is being applied and improved by the potential Supplier during the life of the Contract.

It is the responsibility of the successful Supplier(s) to ensure that when any relevant changes occur they are notified to Kent County Council.

Tenderers are requested to complete and return Appendix D as part of their tender submission.

Tenderer's confirm Appendix D has been completed and attached to your tender response
---

#### 2. Business Case Study to show Capacity, Knowledge & Experience

Tenderers must provide details of their previous experience of service delivery that is relevant to the requirement and the experience, accreditation and quality assurance of both the organisation, sub-contractors and any key staff that will be involved in service delivery.

Tenderers must give details of their knowledge and understanding of the visitor economy in Kent (or a comparable area) and the contribution this sector can make to the wider economic growth of a place, particularly job creation and business growth

Tenderers should provide case study details evidencing similar service provision, to include details of customer names, contact names and numbers together with details of contract values.

Tenderer's response to Question 2
-----------------------------------

#### 3. Insurance

Please submit copies of the following insurance certificates (Kent County Council's required indemnity limits are shown in brackets below), or confirm that your organisation will have the following levels of insurance in place at the start of the contract in the event your organisation is successful:

- i. Employers Liability insurance (not less than £5,000,000 each and every claim)
- ii. Public Liability insurance (minimum of £5,000,000 each and every claim)

- iii. Professional Indemnity insurance (minimum £1,000,000 any one claim and in the aggregate)

Any submitted insurance certificates must clearly state the policyholder, insurance company, type of insurance and indemnity level.

Tenderers confirm that they have the above levels of Insurances in place or will have the above levels of Insurances in place at the start of the contract if successful

(i)

(ii)

(iii)

#### **4.Financial**

- (i) Please provide option A below as a separate Annex attachment. Where Option A is not available, please provide an explanation as to why and provide option B. Where this is not possible, please provide an explanation as to why and provide option C. Please indicate which one of the options you have provided by typing 'attached' in the relevant box.

This information should be provided in English and in UK Sterling. If the original documents are not in English, please provide copies of the originals and a certified translation into English. If the sums in the documents are not expressed in UK Sterling then copies of the original documents shall be provided together with a UK Sterling rate equivalent copy utilising the pound buy exchange rate applicable on 28/02/2013 which equivalent copy documents shall be certified by the auditors. The original accounts should have been signed and dated by Directors and auditors or marked as draft.

##### **Option A**

Please enclose copies of audited accounts and annual reports for the organisation for the last three financial years , to include but not exclude any other information:

- Balance sheet
- Profit and loss account
- Cost of sales
- Full notes to the accounts
- Directors report/Auditors report
- Cash flow statement

Please ensure that you do NOT send abbreviated accounts.

##### **Option B**

Where this information is not available in an audited form, please provide a statement of your organisation's turnover, profit & loss account, balance sheet and cash flow position for the last three financial years.

##### **Option C**

A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.

**Note:** Where the organisation has been trading for an insufficient period of time, please provide the information requested for the period since trading commenced.

Tenderer's response to Question 4(i)- attach the requested information and tick one from below:

Option A is provided

Option B is provided

Option C is provided

- (ii) Provide details of the Annual Turnover (in £ Sterling) specifically in the provision of the works, goods and/or services required by the Council as described in Section 3, Overview of Requirements, for the last year. (If you cannot provide these details, please give a full explanation).

Tenderer's response to Question 4(ii)

- (iii) Please confirm whether your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?

If the answer to the above is no please state what were the reasons, and what has been done to put things right.

Tenderer's response to Question 4(iii)

*The financial evaluation will include an assessment of each organisation and the financial sustainability of their offer. Where the risk is deemed too high the organisation will be given the opportunity to provide more information. If this further information is not sufficient then the organisation will be failed and will not proceed in to further qualitative evaluation.*

## **Award Stage**

**Tenderers are requested to address ALL the requirements set out below, providing details of how each requirement will be met and examples of the tenderers similar previous experience, and the knowledge that the tenderer has and how this will be used specifically on the visitor economy in Kent. Responses such as “noted”, “agreed”, “compliant” or similar or other responses which do not provide sufficient information to form a reasoned evaluation of the proposed solution and consequently will be marked as non-compliant.**

**A detailed project/evidence scenario should be provided including at least one case study reference for each requirement and in the relevant place within the tender the tenderer should explain the relevance of this to that specific question, random references will not be evaluated. Failure to provide appropriate and relevant case studies will attract scores under the headings of failure to meet the requirement under the evaluation section of this tender.**

The successful supplier will be required to deliver a first class 21<sup>st</sup> century visitor economy service for Kent. They will have the vision and the leadership to set a clear strategy to make Kent one of the premier visitor destinations in the country. They will develop creative and innovative solutions to grow the Kent visitor economy throughout the life of the contract; increasing visitor numbers and the amount of visitor spend across the County.

The service should support KCC’s priorities for the visitor economy, which are

- Promote the county to target visitor markets to increase levels of visitors to Kent and the value of visitor spend
- Support growth in the Kent visitor economy
- Provide high quality support to the Kent tourism business sector
- Improve the skills levels of employees within the Kent visitor economy
- Attract additional public and private sector investment

The service will consist of the following:

### Requirement 1 – Marketing and Promotion

The successful supplier will be required to promote Kent as a top UK visitor destination and an attractive place to visit, to both the domestic and international markets. They should (1) identify key target visitor markets for the County and (2) develop and run successful marketing campaigns across a range of media, aimed at increasing visitor numbers and visitor spend across the County. The successful supplier should (3) look to build on Kent’s heritage and natural environment to create exciting and modern marketing campaigns. (4) There should be a particular focus on increasing the number of overnight visitors to, and short stays in Kent.

Marketing activities should also be user friendly and include an attractive, intuitive, interactive web presence, including the use of social media, using new technologies in innovative and creative ways to enhance the visitor experience and encourage visitors to Kent. Information should be made available to potential visitors (including those from key overseas markets) in an accessible, easily navigable, and searchable way, and should be developed for use on mobile platforms. Information from key partners (especially those identified in Requirement 4) should be integrated within the site, presenting a seamless experience to potential visitors.



The successful supplier will also need to establish robust methods of measuring visitor satisfaction and explain how these are linked to their marketing activities.

The successful supplier will need to ensure that the role of Kent County Council in supporting the visitor economy (including as the funder of these services) is effectively publicised, and that where applicable, they work collaboratively with Kent County Council Communications team.

Tenderer's response to Requirement 1:

### Requirement 2 – Sector Support

The successful supplier will be required to support the tourism sector, and help it remain an effective and successful contributor to the Kent economy. They should seek out opportunities to support new business growth in the Kent tourism sector, including hotel development, and encourage and support new job creation and apprenticeship opportunities.

The successful supplier will be expected to be advocates for the Kent tourism sector. They will need to provide a strong voice for the industry, ensuring that Kent is properly represented to national, regional and international audiences and key tourism bodies. They will need to ensure that the importance of the Kent tourism sector to the wider Kent economy is understood and valued by partner organisations.

They should ensure that Kent tourism businesses have access to strong intelligence that provides an understanding of the current and future visitor markets and are equipped with the necessary skills, by reference to market leading organisations and the most current exemplar organisations in the tourism sector to successfully appeal to these markets. They should also help the sector to develop first class customer care skills throughout its workforce.

The successful supplier will be required to develop a strong business support function for tourism businesses in Kent. This should include but not be limited to networking events, training and skills development, market analysis and keeping Kent tourism businesses up-to-date on the latest developments in the tourism sector.

Tenderer's response to Requirement 2

### Requirement 3 - Securing investment

Kent County Council will require the successful supplier to leverage a return on their financial investment of a minimum of 2.5:1 in each year from public or private sector sources.

The successful supplier will need to demonstrate a realistic and sustainable plan to increase levels of private sector investment in their services over the life of the contract.

The successful supplier should demonstrate their experience of identifying and pursuing all sources of national or European funding to help deliver projects. The successful supplier will be expected to secure funding for the benefit of the visitor economy in Kent. Kent County Council's in-house tourism function will work with the successful supplier to help identify public sector funding opportunities and assist in the preparation of funding bids where required.

Following successful award of funding, the successful supplier will manage and deliver projects on Kent County Council's behalf, working with partners, including Kent County Council's tourism function, as appropriate. Results and learning from funded projects will be made available to relevant organisations across the tourism sector in Kent.

Kent County Council will, where a funding proposal would support our strategic objectives, be able to provide funding (within the constraints of available resources), which can be used as project match-funding where required to secure investment from national or European funding programmes.

Tenderer's response to Requirement 3
--------------------------------------

Requirement 4 – Partnership Working with Kent County Council departments and initiatives

Kent County Council delivers some services directly, or funds other agencies to deliver services on our behalf, which have as a purpose promoting Kent as a place to explore, enjoy culture, and leisure, or as a place to locate and grow a business. We would expect the successful supplier to work closely with these services, and others who promote Kent, to ensure a comprehensive offer is available to the visiting public, and that access to information produced by these services is easily accessible.

We would expect a successful supplier to work with these services to create innovative partnerships and campaigns which promote Kent.

These services would include, but not be limited to:

- Produced in Kent
- Locate in Kent
- Grow for It – East Kent
- Explore Kent
- KCC Culture and Sports Group

In addition, KCC supports a range of initiatives to promote Kent and support relocation of businesses (for example Grow for It – East Kent), and the successful supplier would expect to be a supportive partner in ensuring the success of these initiatives by building upon the current links, and other initiatives at the request of the council.

Tenderer's response to Requirement 4
--------------------------------------

#### Requirement 5 – Governance/Client Liaison

The successful supplier will be required to create an advisors group to strategically advise on the delivery of this contract, this group should meet on a quarterly basis. Kent County Council would be represented on this group by the Cabinet Member with the relevant portfolio, and by the Director of Economic & Spatial Development. The remaining members would be expected to be formed from key stakeholders from the tourism sector in Kent, with membership to be agreed by Kent County Council. Final say over strategic direction will reside with Kent County Council.

The identified Account Manager for the successful supplier will also be required to meet regularly with Kent County Council, on a monthly basis, or as otherwise agreed by KCC, to update on progress and to review performance data.

The identified Account Manager for the successful supplier will be required to appear at, and prepare reports for, Kent County Council committee meetings as and when requested.

Tenderer's response to Requirement 5

#### Requirement 6 – Coping with Reduced Funding

Kent County Council, like all local authorities, is required to make savings over coming years, and cannot guarantee to sustain levels of funding at the level of £280,000 that is available for the first year of the contract (1<sup>st</sup> April 2014 – 31<sup>st</sup> March 2015).

Tenderers are asked to show how they would accommodate a potential 10% reduction to funding in year two of the contract, and a further 10% in year three

Tenderer's response to Requirement 6

#### Requirement 7 - Service Outcomes

The successful supplier will be expected to achieve the following service levels:

1. A 4% increase per annum in the number of visitors attracted to Kent as a result of their marketing campaigns
2. A 6% increase per annum in visitor spend into the Kent economy through their marketing campaigns
3. A 4% increase per annum in the number of jobs within the Kent visitor economy as a result of their marketing campaigns
4. A 1% increase per annum in levels of visitor satisfaction with Kent
5. Secure external investment to match fund KCC investment by at least 2.5:1
6. An 85% satisfaction level with its business support services, amongst users of the service

Baselines will be agreed before the start of the contract or where appropriate set during the first year of the contract.

The successful supplier will be required to share supporting information and evidence in relation to KPI performance with KCC officers as and when requested. KCC officers may on an annual basis, undertake sample audits on a minimum of 10% of projects.

These service levels will be monitored on a quarterly basis and reviewed at the appropriate quarterly review. In extreme cases of performance failure Kent County Council may terminate the contract. Kent County Council will use performance against these targets in the first three years of the contract to determine whether a contract extension will be granted. If an extension is granted, then during years 4, 5, and 6, performance management measures leading ultimately to contract termination will be invoked if performance does not meet targets.

Submission of a tender document indicates acceptance of the above service levels.

The performance measures will be reviewed at the end of each year of the contract, and any adjustments to targets will take effect three months after agreement. Exceptionally, by mutual agreement these service levels may be modified during the contract period.

Tenderer response to Requirement 7:

#### Requirement 8 - Account Management

a) Tenderers should detail the names and contact numbers of the individuals who will be supporting the contract throughout the contract term, in the table below. Tenderers should give details of an appropriate escalation path within their organisation for use in the event Kent County Council may experience problems with any aspect of the contract. Please provide names, job titles and contact numbers in the table below.

Account Management (commercial) Escalation:

<b>Account Management Escalation Path</b>					
<b>Escalation Stage</b>	<b>Name</b>	<b>Position</b>	<b>Telephone</b>	<b>Mobile</b>	<b>Email</b>
1st Point					
2 <sup>nd</sup> Point					
3 <sup>rd</sup> Point					
4 <sup>th</sup> Point					
5 <sup>th</sup> Point					

b) In the event that any supplier personnel allocated to this contract move to another role within or outside of the supplier organisation, the supplier must replace the person with a person of equivalent skills, knowledge and experience. Kent County Council may request Curriculum Vitae of the affected personnel to evidence this.

Tenderer's response to Requirement 8b:

**Requirement 9 - Interviews**

A maximum of 5 tenderers will be selected (according to the evaluation criteria) to attend an interview. Selected tenderers will be notified of the date, and this should be attended by the team that tenderers will use to deliver the requirement if successful. After the interviews have been completed, the interviews will be scored on the same basis as the other questions and requirements (see Appendix D – Assessment of Tenders).

Tenderer response to Requirement 9:

**Contract Period**

The contract will commence upon **1 April 2014** and will continue until **31 March 2017** unless terminated in accordance with the Conditions of Contract. Subject to satisfactory performance the contract will be extended for an additional 3 years (until 31 March 2020).

Tenderer response to proposed contract period:

**Terms and Conditions**

Tenderers are required to confirm their acceptance of Kent County Council's Terms and Conditions, as stated within Appendix F. Should you have any comments regarding the Terms and Conditions, please include details within your response.

Tenderer's response to Terms and Conditions

**Sub-Contractors**

Tenderers must state if any part of their proposed supply solution requires the use of sub-contractors. Kent County Council reserves the right to reject the use of any particular sub-contractor.

Name of Sub-Contractor	Details of Sub-Contractor Activity

The use of any sub-contractor shall not relieve the eventual supplier of any liabilities or obligations of this contract.

**Quantity**

Any quantities shown within this Invitation to Tender and any relevant documentation are estimated and may be subject to variation and therefore do not form any basis of guarantee.

**Delivery**

Official Kent County Council purchase orders will state the date by which the services are required. The successful tenderer must notify the originator of the purchase order immediately upon receipt of the order, if the delivery date is not achievable. Kent County Council may seek compensation for late delivery.

Delivery must be made to the address stated on the purchase orders.

**IMPORTANT NOTE**

If your organisation is currently subject to changes in ownership, including but not limited to sale of the business division, management buy-out, merger, acquisition or any other form of significant change, or is reasonably expected to be subject to such changes during this tender process, please provide an explanation of these changes and how they are expected to affect your submission. It should be noted that should such changes occur during the tender process it may result in all aspects of the process being re-evaluated.

## Section Four

## Conditions of Contract

### Standard Conditions of Contract for the Provision of Services

*CONTRACT TO BE COMPLETED ON CONTRACT AWARD SEE APPENDIX F FOR THE DRAFT CONTRACT CONDITIONS.*

### Contract for the Purchase of Services

This Contract is made the ..... day of ..... 20...

B E T W E E N :

**THE KENT COUNTY COUNCIL** of **County Hall Maidstone Kent ME14 1XQ** (“the Council”)

**(Insert full name of supplier)** registered in England and Wales whose company number is **(Insert company number)** and whose registered office is at **(Insert company’s registered office address)** (“the Supplier”)

1. The Council shall purchase and the Supplier shall provide to the Council the Services mentioned in the Contract (“the Services”) in accordance with the terms set out in this Contract and in accordance with the following documents annexed:

- (a) Conditions of Contract
- (b) Kent County Council Tender Document entitled “.....” Sections 1, 2 and 3
- (c) Form of Tender
- (d) Anti-Collusion Certificate
- (e) (Insert in date order the name of any other documents that define the contract)
- (f) Pricing Schedule
- (g) Supplier’s Tender Document “.....”

All the above documents form the Contract.

2. The price for the Services (“the Services Price”) and method of payment is to be as mentioned in the Contract (but subject to any alterations to be made under the Conditions of Contract).

## General

The Council's Contract Reference Number is *(insert Council's contract reference number)*

"The Contract Officer" or their delegated representative for this Contract means *(insert name and title of person who takes responsibility for this Contract)*

-or-

**Any appropriately authorised officer of the Council**

The Contract Period during which this Contract is in force (but subject always to this Contract coming to an end under the Conditions of Contract: from the [ ] day of [ ] to the [ ] day of [ ] inclusive

*(insert dates where applicable otherwise delete - this clause probably only applicable where it is a long term supply contract for services or for unascertained quantities of goods)*

The following provisions shall apply to the Services:

The Services to be purchased under this Contract including any instalment of the goods or part thereof are:

*(insert all relevant details of the Services:- type/model/make/quantity - where appropriate refer to Invitation to Tender/)*

The Services shall be delivered to:

*(Insert delivery address details, or if no address is known at this time, insert the words 'such locations as notified by the Council to the Supplier from time to time')*

Date/dates of delivery shall be:

*(Insert delivery schedule details. If you know the delivery dates insert them here. If you do not, simply add the words 'such dates as agreed between both parties from time to time')*

Delivery times: Delivery shall be between the hours of 9 a.m. and 4 p.m. unless otherwise stated below

*(if you do not know the required delivery times, simply add the words 'Delivery will be made at such times as agreed between both parties from time to time')*

Special delivery times:

*(Insert specific delivery time required or delete this heading)*

IN WITNESS whereof this Contract has been signed by or on behalf of both parties on the date given above



Signed on behalf of and authorised by the Council:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of and authorised by the Supplier:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A ANTI COLLUSION CERTIFICATE

1. We certify that:

- (i) This tender is a bona-fide tender;
- (ii) We have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person;
- (iii) We have not and we undertake that we will not before the award of any contract for the Services:-
  - (a) communicate to any person other than the person calling for this tender or a person duly authorised by him the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
  - (b) enter into any agreement or arrangement with any person that he shall refrain from tendering, that he will withdraw any tender once offered or vary the amount of any tender to be submitted;
  - (c) pay, give or offer to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the Services any act or thing of the sort described at (a) or (b) above.

2. We further certify that the principles described in paragraphs 1(iii), (a), (b) and (c) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing Services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word "individuals" includes any individuals and any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the Services" means the Goods and/or Services in relation to which this tender is made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorised to certify the contents of this Anti-Collusion Certificate for and on behalf of:-

\_\_\_\_\_

Postal Address

\_\_\_\_\_

\_\_\_\_\_

Fax No: \_\_\_\_\_ Telephone No \_\_\_\_\_

**APPENDIX B DEED OF GUARANTEE (For information only)**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BETWEEN: \_\_\_\_\_

whose registered office is situated at \_\_\_\_\_

(hereinafter called "the Guarantor") of the one part and

THE KENT COUNTY COUNCIL

of

County Hall Maidstone Kent ME14 1XQ

(hereinafter called "the Council") of the other part

**Whereas**

1. This agreement is supplemental to a contract (hereinafter called "the Contract") entitled " \_\_\_\_\_ " and made between \_\_\_\_\_ (hereinafter called "the Supplier") of the one part and the Council of the other part whereby the Supplier has agreed to perform a Service for the Council upon the terms and conditions more particularly described therein.
2. The Supplier is a subsidiary company of the Guarantor or is financed by the Guarantor.
3. The Guarantor has agreed to guarantee the due performance of the Contract in manner hereinafter appearing

NOW the Guarantor hereby agrees with the Council as follows:

- 3.1 If the Supplier (unless relieved from the performance by any Condition of the Contract or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to perform the Contract or commit any breach of its obligations thereunder or shall cease to exist then the Guarantor will indemnify the Council against all losses damages costs and expenses which may be incurred by it by reason of any default on the part of the Supplier in performing its obligations contained in the Contract to the extent that such losses damages costs and expenses are or would otherwise be recoverable by the Council.

3.2 The Guarantor shall not be discharged or released from this guarantee by any agreement conduct omission breach or repudiation by the Supplier or the Council or by any forbearance whatsoever on the part of the Council.

Signed and delivered as a Deed by \_\_\_\_\_  
**(add Company name assuming it is a limited company) acting by (add the names of a Director and Company Secretary or two Directors):**

SIGNED \_\_\_\_\_ DIRECTOR

NAME \_\_\_\_\_

SIGNED \_\_\_\_\_ COMPANY  
SECRETARY/DIRECTOR

NAME \_\_\_\_\_

**OR**

Signed and delivered as a Deed by \_\_\_\_\_  
**(add Name of Partner if partnership) duly authorised in that behalf in the presence of:**

SIGNED \_\_\_\_\_  
PARTNER

WITNESS SIGNATURE \_\_\_\_\_

WITNESS NAME \_\_\_\_\_

WITNESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

## Questions for Tenderers

*The following questions will be assessed before a tenderer is invited to enter into a contract with the Council*

As an employer and service provider the Council takes a proactive approach to its obligations arising from equalities legislation. Among them are:

Race Relations Act 1976 (amended 2000)    Sex Discrimination Act 1975

Disability Discrimination Act 1975

The Council considers it essential that all organisations wishing to provide services on their behalf are able to demonstrate that all reasonably practicable steps are taken to allow equal access and equal treatment in employment and service delivery for all.

### 1. Do you have an Equal Opportunities Policy?

Yes

No

If Yes, please provide a copy of your company policy on equalities/fairness. If No, you will not be automatically excluded from the tender process, but we strongly advise that you develop a policy on equal opportunities.

### 2. Is it your policy as an employer to comply with your statutory obligations under current equalities legislation and accordingly, your practice not to treat one group less favourably than others because of their gender, race, colour, ethnic origin, disability, sexuality, age or religion in relation to decisions to recruit, train or promote employees? +

Yes

No

### 3. In the last three years has any court or tribunal found a case of unlawful discrimination against your Company? +

Enforcement action will not disbar your Company from inclusion, but failure to disclose it will.

Yes

No

If Yes, please provide details and the action taken to prevent a recurrence on a separate sheet.

### 4. In the last three years has your Company been the subject of a formal investigation by the Commission for Racial Equality, the Disability Rights Commission or the Equal Opportunities Commission on grounds of alleged unlawful discrimination? +

Investigation will not disbar your Company from inclusion, but failure to disclose it will.

Yes

No

If Yes, please provide details and the action taken to prevent recurrence on a separate sheet.

If Yes, have any of these allegations been upheld    Yes     No     How Many

*continued overleaf*

**5. Does your Company observe, as far as possible, the Commission for Racial Equality's Code of Practice for Employment, the Disability Rights Commission's Employment and Occupation Code of Practice and the Equal Opportunities Commission's Code of Practice which provide practical guidance to employers, and others, on the elimination of discrimination and the promotion of equalities/fairness in employment and training?**

Yes

No

**6. Is your policy on Equal Opportunities set out :**

a. In instructions to those concerned with recruitment, training or promotion of employees?

Yes

No

*If Yes, please provide details*

b. In documents available to employees, recognised Trade Unions or other employee representative groups?

Yes

No

*If Yes, please provide details*

c. In recruitment advertisements or other literature?

*If Yes, please provide a copy of a recent recruitment advertisement*

**7. How many employees are there within your company?**

Total number

Permanent   
Temporary

If this number has changed substantially over the last three years please provide the same information for the preceding two years.

Year   
Total number

Year   
Total number

Permanent   
Temporary

Permanent   
Temporary

The Council will take your answers to these questions into account in its selection process. It is not a legal requirement for a company to answer 'yes' to all of the questions before they will be considered for selection and greater importance will be given to the answers received for the 3 questions marked +

\*The Council's diversity policy is available upon request

Tender Reference: **SS12155**  
I/We the undersigned offer to supply:

**Visitor Economy Services for Kent**

as detailed in Section 3 of this Invitation to Tender document to Kent County Council on the terms and conditions stated in Section 4 of this Invitation to Tender document and Appendix F.

I/We understand that Kent County Council is not bound to accept in whole or part the lowest or indeed any tender it may receive.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Tendering Organisation and Registration Number if applicable:  
\_\_\_\_\_

Registered Number  
\_\_\_\_\_

Registered Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address:  
\_\_\_\_\_

## Appendix D Tender Evaluation

### 1. Introduction

The tender process will be conducted fairly to ensure that tenders are evaluated fairly.

### 2. Evaluation of Tenders

Tenderers response to the questions contained in ProContract and any other information, specifically related to the evaluation of tenders and requested by the council in the Invitation to Tender will be evaluated against the criteria in the table below.

Evaluation Criteria	
Diversity	Pass/Fail
Business Reference	Pass/Fail
Insurance	Pass/Fail
Financial	Pass/Fail
Capacity, Knowledge & Experience	Pass/Fail
Marketing & Promotion	20%
Sector Support	20%
Securing Investment	15%
Partnership Working	10%
Governance/Client Liaison	3%
Coping with Reduced Finance	10%
Service Outcomes	20%
Account Management	2%