

**Kent County Council
Tender Document**

for

**Inward Investment Agency Services for
Kent**

Documents Prepared By:

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CONTENTS

Section One	Scope and Context
Section Two	Instructions to Tenderers
Section Three	Requirement
Section Four	Conditions of Contract
Appendix A	Anti Collusion Certificate
Appendix B	Deed of Guarantee (Not Used)
Appendix C	Diversity Questionnaire
Appendix D	Tender Submission (Supplier Assessment)
Appendix E	Tender Evaluation
Appendix F	Information relating to Application for Admitted Body Status
Appendix G	Form of Tender
Appendix H	TUPE Disclosure – Statement of Undertaking
Appendix I	Form of Agreement

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. Securing inward investment into the county of Kent, whilst supporting existing Kent based companies to expand and grow in Kent, is a key element in achieving this aim.

Kent County Council is seeking a supplier that can be the inward investment agency for Kent. The successful supplier must have an excellent understanding of the key issues companies face when looking to relocate, an understanding of the commercial property market in Kent, how to identify and develop leads, how to support companies during the relocation process, and how to support relocated companies following relocation. The successful supplier should have a strong track record of delivering similar services. The successful supplier should have a strong understanding of the loans, grants and funds that could be available and how to access support for companies from national programmes.

The successful supplier will be expected to develop innovative and creative solutions to secure inward investment in Kent and support KCC's priorities for inward investment, which are :

- Securing investment into the county of Kent that will create jobs
- Promoting the county to target markets and high value sectors
- Competing with other locations being considered by the investor and developing compelling reasons why the company should invest in Kent
- Maintaining close contact with companies who invest in Kent, supporting them to establish and grow in Kent
- Attracting potential investors and providing key information to help decision making.
- Working closely with key partners in the county and internationally in collaboration with UK Trade and Investment

Currently these services are delivered by Locate in Kent Limited

The current supplier has secured, via an application to the Kent County Council Regeneration Fund, additional funding of £180,000 per annum, over a three year period (beginning May 2013), for additional pro-active work to encourage Foreign Direct Investment from France, Germany and the United States of America, through the commissioning of country agents. At present, only the first

years funding is approved, and additional funding will depend upon outcomes. The selected supplier would need to re-apply to the Regeneration Fund to secure the final two years allocated funding.

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 £625,000 + 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.

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 "Discussion" 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.

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.

Proposed Procurement Timetable	
Closing Date and time for Tender Submissions	Midday Wednesday 6 th November 2013
Commencement of Tender Evaluation Period	w/c 11 th November 2013
Interviews	w/c 25 th November 2014
Contract Award	w/c 16 th December 2014
Contract Commencement Date	1st April 2014

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 (Appendix D – Supplier Assessment, Interview). 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 "Discussion" 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 **Wednesday 16th October 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)

4.1 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. This would involve members of staff who are currently employees of KCC, and also to the members of Locate in 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.

4.2 Local Government Pension Scheme (LGPS) – Admission to Admitted Body

Tenderers will also need to apply for Admitted Body status with the Local Government Pension Scheme. Due to the timescales involved with application for Admitted Body status, Tenderers will be required to begin the application process before their tender is submitted. The documents at Appendix F detail the process.

4.3 LGPS Guarantee Bond

In undertaking the admission process the successful tenderer will be required to provide a Guarantee Bond in relation to the sum of £291,000.00, being the current estimated amount assessed by the Fund Actuary for the first year to secure the payment to the Administering Authority of contributions and other sums due under the Admission Agreement and/or the Regulations from the Transferee Admission Body to the Administering Authority in respect of all Eligible Employees. This sum will then be reviewed for subsequent years.

4.3 Provision of TUPE Information

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?
Appendix A - Anti Collusion Certificate	
Appendix C – Diversity Questionnaire	
Tender Response with all sections completed, including Appendix D Supplier Assessment Part A Selection Part B Award	
Appendix G - Form of Tender	
Appendix H – Statement of Undertaking for TUPE Disclosure (if requested)	

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 Wednesday 6th November 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:

1. the tenderer is guilty of serious misrepresentation in relation to its tender; expression of interest; and/or the tender process; and or
2. 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 E Tender Evaluation.

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 will be as set out under each question in the Appendix D – Supplier Assessment Document (Attachment 1).

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 Form of Agreement within Appendix G, 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.

Section Three

Requirement

The successful supplier will be required to deliver a first class 21st century inward investment agency for Kent. They will have the vision and the leadership to set a clear strategy to market and promote Kent as one of the premier inward investment destinations in the country. They will develop creative and innovative solutions to grow the number of jobs created by inward investment throughout the life of the contract; increasing the number of companies relocating to Kent, or making the decision to expand and grow in Kent.

The service should support KCC's priorities for inward investment, which are

- Securing investment into the county of Kent that will create jobs
- Promoting the county to target markets and high value sectors
- Competing with other locations being considered by the investor and developing compelling reasons why the company should invest in Kent
- Maintaining close contact with companies who invest in Kent, supporting them to establish and grow in Kent
- Attracting potential investors and providing key information to help decision making.
- Working closely with key partners in the county and internationally in collaboration with UK Trade and 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 inward investment destination and an attractive place to; locate a business, work and live, to both the domestic and international markets. They should identify key target markets for the County and develop and run successful marketing campaigns across a range of media and events, aimed at increasing inward investment into the County. The successful supplier should look to build on Kent's strengths to create exciting and modern marketing campaigns.

Marketing activities should also include an attractive, intuitive, interactive web presence, using new technologies in innovative and creative ways to encourage investment in Kent. Information should be made available to potential investors (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 inward investors, giving them a comprehensive picture of the advantages that Kent can offer to their business and their employees.

The successful supplier will be able to develop compelling arguments for potential investors to convince them that Kent is the preferred location for their investment

The successful supplier will need to develop a close working relationship with UKTI, ensuring that the Kent offer is integrated with their work.

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

Requirement 2 – Providing advice and support to potential investors

The successful supplier will be required to have a comprehensive understanding of the commercial property market in Kent, and will be able to provide a professional advice and support service to potential investors, supporting them to find suitable business accommodation in Kent.

The successful supplier will have a comprehensive understanding of the business environment in Kent, including the skills available in the workforce, and will be required to provide Kent specific intelligence to potential investors on their sectors.

The successful supplier will have a comprehensive understanding of the grants, loans and other funding that would be available to potential investors, and will be able to provide advice to potential investors on available funding, grants and loans applicable to their business.

The successful supplier will work closely with business and public sector networks, and will be able to utilise these networks to aid the conversion of leads to actual investments

Requirement 3 – Providing Support for businesses to set up in their new location

The successful supplier will be required to develop a package of support that will assist investors to successfully complete their set up in a new location, this could include, but may not be limited to:

- Finalising property requirements
- Relocation support for transferring staff
- Linking to staff recruitment resources
- Linking to professional services providers
- Connecting into local networks
- Linking to sources of funding

Requirement 4 – Supporting investors to grow in Kent

The successful supplier will be required to deliver a programme of post investment support that will ensure newly located businesses are supported following their investment and will be required to share details of these interactions with partners in KCC.

Requirement 5 - Securing other Funding to support the Programme

Kent County Council will require the successful supplier to leverage a return on their funding of a minimum of 0.5:1 in each year from public or private sector sources.

The successful supplier will need to demonstrate a realistic plan to increase other levels of funding, both public and private, 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.

Requirement 6 – 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, supporting business growth in Kent, or promoting Kent as a place to visit, 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 persuasive offer is available to potential investors, 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, or support business growth in Kent.

These services would include, but not be limited to:

Kent County Council Business Engagement initiatives

Grow for It – East Kent

Expansion East Kent

TIGER

Escalate

High Growth Kent

Workspace Kent

Visit Kent

Produced in Kent

The successful supplier would be expected to be a supportive partner in ensuring the success of these initiatives, and other initiatives at the request of the council.

Requirement 7 – Governance/Client Liaison

The successful supplier will be required to work with 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 business 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, share details of potential investors, and businesses supported, 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.

Requirement 8 – 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 £625,000 that is available for the first year of the contract (1st April 2014 – 31st 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

Requirement 9 - Service Outcomes

The Tenderer will be expected to provide (as part of their tender submission) an indicative number of jobs they will secure, in the first three years of the contract, with a yearly breakdown.

The breakdown will be required to clearly indicate the numbers of jobs the Tenderer predicts to secure that will be:

- New jobs that result from securing foreign direct investment into Kent
- New jobs that result from securing UK originating investment into Kent
- New jobs that result from supporting existing Kent companies to relocate and expand within Kent
- The number of jobs that are safeguarded by supporting existing Kent companies to relocate within Kent

The potential supplier should explain how they will measure the numbers they identify, and how they will rank the importance of their input to securing these investments.

Further to the number of jobs the supplier predicts to secure, the successful supplier will be expected to achieve the following service levels:

1. More than 75% of jobs created are located in East Kent (District/Borough council areas of Ashford, Canterbury, Dover, Shepway, Thanet) and Thames Gateway (District/Borough council areas of Dartford, Gravesham and Swale)
2. More than 50% of all jobs achieved and forecast over the next three years will be professional or managerial positions or jobs in the knowledge based industries.
3. More than 75% of jobs secured in high value growth sectors as identified in 'Unlocking Kents' Potential'.
4. 100% of companies where jobs are created are personally visited in the 12 months following their relocation, and an update on estimated job creation information and capital expenditure is collected.
5. 90% of companies where jobs are created agree that the support they received from the successful supplier was critical (without assistance, the project would have not gone ahead at all) or important (helpful in influencing them to expand in, or relocate to Kent)
6. 90% of successes are satisfied with the post investment support they received in the first 12 months following project completion

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.

By mutual agreement these service levels may be modified during the contract period. 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

Requirement 10 - Account Management

Tenderers should provide the names and contact numbers of the individuals who will be supporting the contract throughout the contract term. 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.

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.

Section Four

Conditions of Contract

As contained in Appendix I Form of Agreement