

Invitation to Tender

Introduction

This Invitation to Tender ("ITT") initiates the tendering of a Data Handling supplier for the Marine Data Exchange for Crown Estate Scotland. This document provides tenderers with:

1. Section 1 - The objective of the tender
2. Section 2 - Specification of the services sought;
3. Section 3 - Information about Crown Estate Scotland, including business structure;
4. Section 4 - Tender Process
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Table of Definitions

Term	Definition
CES	Crown Estate Scotland (the customer)
TCE	Crown Estate (the MDE partner)
MDE	Marine Data Exchange
MEDIN	Marine Environmental Data and Information Network (source of data standards for MDE)
Q-FAIR	Q-FAIR is an operational basis for developing, integrating, and strengthening UK geospatial data in a more standardised and joined-up way.
FoISA	Freedom of Information (Scotland) Act 2002
EIRs	The Environmental Information (Scotland) Regulations 2004

Section 1 - Objective of the Tender

To supplement our in-house resources Crown Estate Scotland (CES) wish to appoint a consultant to support our Energy & Infrastructure Team with the data handling tasks critical to the effective management of our tenants' marine survey data and associated documents uploaded to the Marine Data Exchange (MDE). The MDE is a digital platform and a data management system developed by Crown Estate (TCE) in 2013 to store, manage and disseminate offshore survey data collected by our tenants throughout the lifetime of a project. It also holds research outputs from evidence programmes such as the Offshore Wind Evidence and Change programme. CES has recently entered a partnership with TCE to use MDE for the collection of its tenants' marine survey data.

The requirement is for a company with a small team of professionals, who are, ideally, familiar with marine data management standards and offshore survey data to provide data

management, insights, and research support during the term of the appointment, in accordance with agreed standards, methodologies and deadlines. Standard tasks will include carrying out the MDE's Quality Assurance process, creation of Data Highlights and Insights, creation, and management of the MDE series extents (a record of the spatial footprint of the surveys we hold), and on occasion the preparation, validation and upload of survey data and associated discovery standard metadata (further details below).

For the purpose of this ITT "marine survey data" means any primary data, observations, metadata, and reports gathered and stored by or on behalf of the Tenant in relation to meteorological, aural, biological, sea user geotechnical, geophysical, bathymetric, oceanographic, sedimentological, cultural and heritage investigations and modelling and monitoring.

Section 2 - Specification of the services sought

Scope:

The initial contract will be for a period of 2 years with the option to extend for a further period of up to 2 years (2 x 12 months extensions) subject to satisfactory financial and contractual performance. CES will instruct an extension before the due date. The extensions will be mutually agreed 6 months prior to the end of the contract on the Terms and Conditions of the Original Contract. In addition, there is a requirement for approximately two weeks of testing the normal data handling processes in MDE during the product development to onboard CES to the MDE platform (in advance of the system progressing to 'live').

Aim:

The aim of this work is to ensure the MDE data holding continues to align with the Q-FAIR principles, to ensure that the MDE maintains an excellent level of customer service, and to assist CES in ensuring that the MDE data holding continues to be utilized in projects which benefit the environment, offshore industry, and the nation.

Outcomes/Deliverables:

1. Quality assured data sets according to TCE's Data Requirements and QA protocol published by TCE in "[Requirements for providing survey data to the Marine Data Exchange](#)" and as amended from time to time
2. Production of monthly updates to survey extents GIS shapefile to enable enhanced discovery of survey data by CES
3. Production of Data Highlights, and Insights, to provide interesting and informative content for MDE users

4. Support the preparation and upload of data to the Marine Data Exchange
 - a. Metadata creation and updates
 - b. Data upload through the MDE Portal or Microsoft Azure, using the relevant tools
5. Provide feedback and support for the continuous development of the MDE
6. Provide ad-hoc support into reports and projects which look to understand the MDE data holding in more detail, including recommendations for TCE MDE
7. Quality assure data as part of a test phase during the Product Development of MDE to onboard CES.

Tasks:

1. Quality Assurance

The MDE aims to make valuable data freely available, aiming to promote collaboration within the sector, reduce survey costs and ultimately de-risk investment offshore. A set of consistent standards and requirements ensure that the data held within the MDE is maintained to a high standard with enhanced discoverability of data. Our tenants are expected to provide survey data deliverables to CES, which meet these essential standards. Once provided to CES, the data is passed through a standard QA process. The service provider will ensure that all data held on the MDE meets a consistent quality across different projects and tenants. Whilst CES does not specify how a survey campaign should be conducted or what format the deliverables should be in, we do require that all the data deliverables are provided to CES and that they comply with the relevant MEDIN Data Guideline where available and have MEDIN Discovery Standard metadata. Further details of the QA process can be found in the documents listed below:

Document Name	For Information Only
Series_Extents_procedure_for_MDE	X
QA_Checklist_for_MDE	X
Joining_Series_Extents_procedure_for_MDE	X
Insights_Task_for_MDE	X
Data_Highlights_Task_for_MDE	X

2. Series Extents Creation

Data held on the MDE has a discovery standard MEDIN metadata file which contains a bounding box of the survey extent. However, given the intricacies of survey plans, the MDE series extents are the detailed record of the spatial extents of the series held on the MDE. These are created via GIS and include information on the series derived from the QA process.

3. Data Highlights and Insights

To ensure that the knowledge and understanding generated throughout the process of quality assuring data deliverables is retained, and to capture insights and content to make the data holding more accessible to MDE users, there is a focus on capturing data highlights and insights. Through a standard process, summaries of reports held on the MDE are created, providing accessible descriptions to non-technical users of the MDE but also generating insight for CES to aid strategic decision making. As part of this process, reports with interesting insights are summarised and provided to the E&I Data Technical Lead.

4. Preparing and uploading survey data

Data delivery to CES has been designed to be flexible and to cater to our tenant's needs. Therefore, there are a number of ways in which the survey data may be delivered to CES and uploaded to the MDE using the MDE portal or Microsoft Azure. All data uploaded to the MDE requires a piece of MEDIN Discovery Standard series metadata, which must be submitted on the portal. On occasion, CES may agree with our tenants that we will support an element of the data upload process, such as metadata creation, to remove barriers to data delivery. Further details of the QA process can be found in the RFP-DHS- 05 MDE Process documents.

5. Resource

Manage a flexible resource to respond to fluctuations in the volume of data deliveries throughout the year and to deliver the high standard service that CES and our tenants expect. Whilst one professional capable of responding to peaks in workload could potentially suffice, it is necessary to ensure continuity (with cover for any absence or departures) and consistency in approach, therefore the Consultant is expected to identify members of a core team for the MDE Data Handling role. It is anticipated that the workload may vary from 0.2 FTE up to 2 FTE per month and we estimate an average of 0.8 FTE per month over the duration of this agreement. The Consultant is expected to be flexible with resource provision.

6. Experience

We are looking for a team of individuals who have experience in some or all of the following:

- Managing offshore renewable survey deliverables, including environmental (ornithology, marine mammal, benthic etc.), physical (geophysical, geotechnical etc.) and resource surveys (wind data, metocean etc.)
- Quality Assurance of survey data

- Creating and updating MEDIN Discovery Standard metadata for Series and Datasets using Metadata Maestro
- Familiarisation with the MEDIN Parameter Discovery Vocabulary
- Familiarisation with the MEDIN Data Guidelines
- Structuring data deliveries
- Microsoft Azure or a similar cloud service
- Knowledge of the offshore/marine environment
- Analysis of offshore survey data to support research and evidence projects
- GIS capability to manage and develop spatial layers
- Producing articles and other content for science communication purposes

We are looking for a consultant with a team with strong attention to detail, the ability to manage multiple tasks and priorities effectively, strong written and oral communication skills, and the confidence to work both independently and in a collaborative environment.

CES Contributions and Reporting Lines:

The key reporting line will be to the E&I Data Technical Lead (or most relevant member of the Energy & Infrastructure (E&I) Team at CES, however the data handling team will interact with the wider E&I team. The E&I Data Technical Lead will provide task prioritisation, project steer and occasional ad-hoc tasks to the data handling team. This will be in the form of weekly prioritization meetings, while account management meetings should occur monthly. As most interactions are expected to be online, there will be an aim for the E&I Data Technical Lead at CES (at the very least) to organise in person meetings with the data handling team every 6 months.

Fees and Costs

The initial contract will be for a period of 2 years with the option to extend for a further period of up to 2 years (2 x 12 months extensions) subject to satisfactory financial and contractual performance.

Termination

If either party does not intend to renew this contract at least 6 months' notice should be provided to the other party to make appropriate arrangements. Towards the end of the contract the current contract holder will be required to provide CES, and the new contract holder, all information held about CES in agreed formats.

Payment Schedule

CES proposes the following payment schedule for this contract.

- a) Payment will be by monthly invoice
- b) Payments will be made within 30 days from receipt of a valid invoice

Data Protection / Security Requirements

Other than at the Contracting Authority's specific request the Contractor shall not disclose or allow access to any personal data (as defined in the Data Protection Act 2018) whether provided by Crown Estate Scotland or acquired by the Contractor for executing the Contract, other than to a person placed by the Contractor under a like obligation who is variously employed or engaged by the Contractor or any sub-contractor, servant, agent or other person within the control of the Contractor concerned with the performance of the Contract. The Contractor shall obtain the prior agreement of Crown Estate Scotland in writing to store or process such personal data at sites outside the United Kingdom.

Crown Estate Scotland is required by law to comply with the EU General Data Protection Regulation (GDPR), the Data Protection Act 2018 (DPA) and associated legislation protecting privacy rights. Managing agents will be required to handle personal data on behalf of Crown Estate Scotland and will be considered a data processor with Crown Estate Scotland acting as data controller. To meet Data Protection requirements a data sharing agreement will be put in place with the successful bidder.

Our Data Protection and Privacy policies are found at
<https://www.crownestatescotland.com/privacy-and-data-protection>

Confidentiality in Respect of the Tender Process

This ITT and all additional information concerning CES are made available to tenderers on a confidential basis for the purpose of the tender process only. Information gained during the tender must not be communicated to any other party, during or after the tender process.

Tenderers may disclose, distribute, or pass the ITT to their advisers, subcontractors, consortium members or other persons, provided:

- this is done for the sole purpose of enabling them to submit a tender and the person receiving it undertakes in writing to keep it confidential on the same terms as the Tenderer.
- the Tenderer obtains the Contracting Authority's prior written consent in relation to disclosure, distribution or passing of the ITT;
- the Tenderer is legally required to make disclosure; or
- the ITT has been published in accordance with conditions relating to the contracting authority's obligations in relation to transparency.

The Contracting Authority may disclose information submitted by Tenderers during the Procurement to its officers, employees, agents, or advisers who are stakeholders in the Procurement.

The Contracting Authority may disseminate information provided by Tenderers that is materially relevant to the Procurement, to other Tenderers subject to any:

- procedures described in the ITT for raising questions and/or clarifications; and
- duty to protect commercial confidentiality in relation to the information contained within a tender (unless such duty is overridden by a requirement for disclosure under the FoISA or EIRs).

Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the FoISA and the EIRs, all information submitted to the Contracting Authority may be disclosed in response to a request for information made pursuant to the FoISA and/or the EIRs.

In submitting a tender, Tenderers understand and accept that information disclosed by the Contracting Authority in response to a FoISA or EIRs request may include, but not be limited to, disclosure of their tender or any part thereof or any information contained therein and/or any score or other details concerning evaluation of their tender.

If a Tenderer considers any information in their tender is confidential and/or commercially sensitive, they shall clearly identify which information they consider to be confidential and/or commercially sensitive, explain the potential implications of its disclosure and provide an estimate of the period of time during which they believe the information is likely to remain confidential and/or commercially sensitive.

If a Tenderer identifies any information in their tender as confidential and/or commercially sensitive, the Contracting Authority will consider in its sole discretion withholding it from disclosure or publication however Tenderers shall note that, even where they have identified information as confidential or commercially sensitive, the Contracting Authority may nonetheless be required to disclose or publish such information in accordance with the FoISA or the EIRs, without consulting with, or obtaining consent from, the Tenderer.

Tenderers shall note that the Contracting Authority is required to form an independent judgement upon whether the information is exempt from disclosure under the FoISA or the EIRs and whether the public interest favours disclosure or not and offers no guarantee that information identified as confidential and/or commercially sensitive will be withheld from disclosure or publication.

If a Tenderer receives a request for information under the FoISA or the EIRs during the course of the competition, they must immediately refer such request to the Contracting Authority.

The Contracting Authority may publish the names of Tenderers on its website.

Confidentiality, conflicts of interest, other assignments relating to these matters

We particularly welcome submissions from consultancies who can demonstrate how they can guarantee the confidentiality of CES's information, whilst enabling us to demonstrate that no crossovers of information will occur.

- Based on the information provided bidders must confirm whether they have any potential, actual or perceived conflicts of interest that may be relevant to this requirement.
- We require that any potential, actual or perceived conflicts of interest in respect of this ITT are identified in writing and that companies outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during procurement process and the delivery of these services.
- The Contracting Authority will review the proposed mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore, if Potential Providers cannot or are unwilling to suitably demonstrate that they have suitable safeguards to mitigate any risk then their Tender will be deemed non-compliant and will be rejected.

Canvassing

The tender process is being carried out using the Public Contracts Scotland Portal (PCSP) and all questions relating to the tender should be directed through the Q+A facility on the portal to allow clarification responses to be seen by all interested parties.

Tenderers must not directly or indirectly canvass any member, officer, employee, or agent of the Contracting Authority regarding the Procurement or attempt to procure any information from the same regarding the Procurement.

Additional information

- Please provide confirmation if you foresee any Conflict-of-Interest issues with this work and how any such issues would be mitigated or managed.
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- Confirmation of your Terms and Conditions (directly or through an agreeable amendment) will meet the requirements outlined in tender and a confirmation that you can meet our timescale for delivery of this work. Please supply a copy of these terms and conditions including any proposed amendments (including to the payment schedule).
- As a Contracting Authority, we have considered our Sustainable Procurement Duty in the preparation of this regulated procurement but do not consider it relevant to the way we expect this service to be delivered.
- Commitments to Fair Work First and Community Benefits should still be considered by the bidders on a voluntary basis as detailed in the CES Related Policies document included in the tender pack. CES has been accredited by the Poverty Alliance as a Living Wage employer. This officially recognises our on-going commitment to paying our staff at least the Living Wage. The Living Wage is the amount a person should receive to cover their basic costs of living in the UK. This commitment extends to our contracted service providers. The Living Wage is an hourly rate of pay set independently and updated annually by the Living Wage Foundation.

More information about the Living Wage accreditation can be found on www.scottishlivingwage.org and www.povertyalliance.org

- Although not a scored element of this regulated procurement we would like bidders to consider this and to provide any information they feel is relevant
- Bidders will note and confirm compliance with applicable provisions of any [Scottish Procurement Policy Note](#) in effect at this time.

Section 3 - Information about Crown Estate Scotland, including business structure

Crown Estate Scotland manages property – including buildings, land, coastline, and seabed – on behalf of the Scottish people.

Our purpose is to invest in property, natural resources, and people to generate lasting value for Scotland.

Our profits go to Scottish public spending, and we work with people and organisations to drive economic development and deliver social and environmental value.

Our commercial remit allows us to take a long-term view, informing our investment strategy and interest in development.

Crown Estate Scotland, a public corporation, was established by Scottish Ministers in early 2017 to manage land and property which together form the Scottish Crown Estate.

Crown Estate Scotland is responsible for a geographically wide, varied portfolio:

- 37,000 hectares of rural land with agricultural tenancies, residential and commercial properties, and forestry on four rural estates (Glenlivet, Fochabers, Applegirth and Whitehill)
- Rights to fish wild salmon and sea trout in river and coastal areas
- Rights to naturally occurring gold and silver across most of Scotland
- Just under half the foreshore around Scotland including 5,800 moorings and some ports and harbours
- Leasing of virtually all seabed out to 12 nautical miles covering some 750 fish farming sites and agreements with cables & pipeline operators
- The rights to offshore renewable energy and gas and carbon dioxide storage out to 200 nautical miles
- Retail and office units at 39-41 George Street Edinburgh
- [The Zero-Four development land near Montrose](#)

The [Scottish Crown Estate Act 2019](#) was implemented on 1 April 2020. It sets out our statutory duty to manage the assets to support sustainable development generally, and economic development, regeneration, social and environmental well-being specifically.

Assets are held 'in right of The Crown' and the Monarch remains the legal owner. In 2021/22, the property assets were valued at £568.2m value and generated c.£28.4m of gross revenue, with £15.7m revenue profit going to the Scottish Consolidated Fund. The staffing

complement consists of a small central team (circa 55 staff across three locations, with the majority based in Edinburgh), supported by external Managing Agents (mainly for the Rural and Coastal portfolios) and advisors. Some property portfolios are managed in-house by the central team.

More information on the business can be found at <http://crownestatescotland.com>
<https://vimeo.com/374921799>.

Section 4 – Tender Process

Timeline

Bids must be submitted by **12 noon on 12th February 2024** at the latest via PCS. Late bids will not be considered.

Schedule

The schedule for the ITT process is as follows, however, Crown Estate Scotland reserves the right to amend the timetable as necessary. Any changes to the schedule will be communicated to suppliers via email.

Stage	Milestones	Target Date
1. ITT published & Question Period open	Proposal published and bidders can ask for any clarifications	12/01/2024
2. Question period ends	To give all bidders an opportunity to review answers, questions should not be asked after this date	05/02/2024
3. ITT Completion	Proposals submitted	12/02/2024
4. Proposals reviewed and evaluated	Proposals reviewed and scoring performed by CES	19/02/2024
5. Standstill	Tenderers notified of outcome	19/02/2024
6. Decision/ implementation	Contract Award Issued	01/03/2024
	Formal agreement in place	08/03/2024
7. Test Data Handling	A test of Data Handling for CES on the MDE is successful	18/03/2024
8. Data Handling Service Provision	Start working with CES on delivery	01/04/2024

Evaluation of the Quote /Award Criteria

Overview

This is a standalone procurement exercise and will be evaluated as such. No other extant contract or concurrent procurement exercise currently underway will be taken into account when evaluating tenders.

Tenderers are required to provide responses and where required supplementary evidence to all questions. Failure to do so may result in the Tenderer's response being excluded from this competition.

Selection

Tenderers will be assessed through evaluation of their submitted responses to the questions in accordance with Regulations 57 to 59 of the 2015 Regulations.

Outputs

In the response to the ITT suppliers should:

- Submit only one proposal document
- Complete the proposal in methodical order for ease of review
- Be concise in how questions are answered, please avoid adding too much unnecessary information
- Be clear on which sections are being responded to
- Attach only relevant documentation that is requested within the ITT, please avoid attachment of large unnecessary documents
- Soft copies to be sent by email only, hard copies cannot be accepted.

Section 5 – Evaluation Procedure

- 5.1 Tenders received will be subject to assessment, clarification and ranking by means of a structured process in accordance with this Crown Estate Scotland's Standing Orders relating to Contracts, in order to determine the Tender that is most economically advantageous to Crown Estate Scotland. A summary of this process is noted below;

Envelope	Content
Qualification Envelope	SPD (Scotland) and subsequent Request for Documentation
Technical Envelope	Quality/Technical questions (inclusive of Community Benefits and Fair Work First);
Commercial Envelope	Pricing/Commercial and Tender Declaration;

Qualification Envelope

The Qualification Envelope contains the SPD (Scotland) which must be completed by all Tenderers. Crown Estate Scotland have set out their selection and exclusion criteria, including any minimum standards and methods for shortlisting below and also within the Contract Notice.

Failure to fully complete this section may result in your Tender being rejected.

Part I of the SPD (Scotland) provides Tenderers with general information regarding the procurement exercise and is for information only.

The term “Bidder” referred to within the SPD (Scotland) includes “Tenderer” as defined within definition 31 above.

For all other parts of the SPD (Scotland), Crown Estate Scotland have set out their expectations below including minimum requirements and assessment condition:

Part II – Information Concerning the Bidder	
Criteria	<p>A: Information About the Bidder.</p> <p>B: Information About Representatives of the Bidder</p> <p>C: Information About Reliance on the Capacities of Other Entities</p> <p>D: Information Concerning Sub-contractors on Whose Capacity the Bidder Does Not Rely</p>
Minimum Requirements	<p>The information required in these elements of the SPD are for information only and therefore will not be assessed however Crown Estate Scotland may choose not to select Tenderers that cannot provide basic company information.</p> <p>When requested, Tenderers must provide a separate SPD Submission for all subcontractors and / or consortium members upon whose capability and capacity they intend to rely on in order to meet the selection criteria. Should the response verify that there are mandatory grounds for exclusion as set out in SPD Part 3.A below of any such sub-contractor; Crown Estate Scotland will require the replacement or exclusion of that sub-contractor.</p> <p>Crown Estate Scotland may also require the replacement or exclusion of any sub-contractor to which any of the discretionary grounds in SPD Part 3.B – 3.D apply.</p> <p>Tenderers must ensure that all questions in the 4 elements of the criteria stated above are answered with any supplementary evidence provided in full.</p>
NOTE	<p>Tenderers to provide a separate SPD response (Sections A and B of Part II) for each sub-contractor</p>

Part III – Exclusion Grounds	
Criteria	<p>A: Grounds Relating to Criminal Convictions.</p> <p>B: Grounds Relating to the Payment of Taxes or Social Security Contributions.</p> <p>C: Blacklisting.</p> <p>D: Grounds Relating to Insolvency, Conflicts of Interests or Professional Misconduct.</p>
Minimum Requirements	<p>These elements set out the grounds on which a Tenderer, sub-contractors and / or consortium members may be excluded from the Procurement Process.</p> <p>Tenderers must ensure that all questions in the 4 elements of the criteria stated above are answered fully.</p>
Assessment	<p>Tenderers may be assessed as a FAIL and be excluded from the competition if they detail that they are in any of the situations referred to in regulation 7 to 13 assessed in accordance with regulation 58 of the Public Contracts (Scotland) Regulations 2015.</p> <p>Crown Estate Scotland will require the Tenderer to replace any subcontractor, or participant in a group of organisations, who declares that they meet (or Crown Estate Scotland determines by any other means that they meet) any of the compulsory ground for exclusion in the relevant SPD attachment.</p> <p>Crown Estate Scotland may require the Tenderer to replace any subcontractor, or participant in a group of organisations, who declares that they meet (or Crown Estate Scotland determines by any other means that they meet) any of the discretionary grounds for exclusion in the relevant SPD attachment.</p> <p>Should the Tenderer provide an affirmative answer to any question within Part III of the SPD, they may provide evidence that they have taken measures which are sufficient to demonstrate reliability despite the ground for exclusion.</p> <p>Tenderers should note that it is for Crown Estate Scotland to decide whether sufficient evidence has been provided, by taking into account the particular circumstances of the offence or misconduct.</p>

	Should Crown Estate Scotland consider the evidence provided as above to be insufficient, the Tenderer will be excluded from the Procurement Process. In addition, any Tenderer unable to provide a positive response to Question 3D.15.1-4 (Misrepresentation) will be excluded from the Procurement Process.
NOTE:	Bidders to provide a separate SPD response (Sections A and B of Part III) for each sub-contractor.

Part IV – Selection Criteria	
Criteria	B: Economic and Financial Standing
Question Ref	4B.1.1 General Yearly Turnover
Minimum Requirements	Bidders will be required to have a minimum general yearly turnover of a minimum of £90,000GBP for the last two (2) years.
Assessment	<p>Tenderers must confirm their minimum general yearly turnover for the past two (2) years. Where required, Crown Estate Scotland may request evidence from Tenderers that details their annual turnover for the period stated.</p> <p>Where a Tenderer wishes to be considered for selection under this contract but cannot meet the turnover or D&B score that Tenderer must provide financial information which will satisfy Crown Estate Scotland that they have an equivalent level of economic and financial standing; and must provide related guarantees or formal assurances to support their right to participate and be considered for any contract award (Regulation 61(8)). Examples, but not an exclusive list, of the financial information Crown Estate Scotland would consider are: Parent and/or ultimate parent company audited accounts for the most recent 3 financial years (if applicable); Guarantees and bonds; Bankers' statements and references (including confirmation of value and duration of credit facilities); Management accounts and financial projections including cash flow forecasts (approved by the Chief Financial Officer); order book pipeline; details and evidence of previous contracts, including contract values; and other evidence of capital availability. Please note that any financial information disclosed should evidence the financial strength of the economic operator tendering, therefore additional supporting</p>

	<p>information will need to be provided where joint or group accounts are provided in support of a bid to explain to Crown Estate Scotland the relevance of that information.</p> <p>Where the Tenderer relies upon or intends to rely upon any Key Subcontractors in performance of the contract, then Crown Estate Scotland reserves the right to assess the financial strength and suitability of the Key subcontractor as part of the qualification process; Where the Tenderer relies upon a parent company to provide financial assurance in support of their bid, Crown Estate Scotland will also reserve the right to seek financial information on the strength and suitability of the parent company; and</p> <p>Where the Tenderer relies upon the capacity of other parties in respect of selection and/or performance of the contract, then dependent on the nature of the arrangement Crown Estate Scotland may require full disclosure of financial information in support of the bid. For example, where the Tenderer identifies as a consortium Crown Estate Scotland will require that the consortium, as a group, can each meet the financial selection requirements contained in the procurement documents. Where a bidder is part of a Consortium, it shall procure the execution and delivery to the Employer of a Consortium Guarantee (in the form provided by Crown Estate Scotland) executed by each member of the Consortium (acting as Consortium guarantor) in Self Proving Form.</p> <p>Crown Estate Scotland reserves the right to monitor that the Tenderer continues to meet the financial selection requirements upon receipt of the invitation to tender or after evaluation has been completed and prior to any award being made. Tenderers must inform Crown Estate Scotland of any changes to any submission made by them in respect of their financial and or economic situation, until further notified by Crown Estate Scotland that this is no longer required.</p>
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Part IV – Selection Criteria	
Criteria	B: Economic and Financial Standing
Question Ref	4B.5 Insurance
Minimum Requirements	Tenderers must confirm they already have or commit to obtain prior to the commencement of the contract, the following levels of insurance:

	<ul style="list-style-type: none"> • Employers' liability - Statutory minimum indemnity limit of FIVE MILLION POUNDS (£5,000,000) STERLING each and every claim • Public and products liability - A minimum indemnity limit of ONE MILLION POUNDS (£1,000,000) STERLING each and every claim • Professional Risk Indemnity - A minimum indemnity limit of ONE MILLION POUNDS (£1,000,000) STERLING each and every claim • Statutory third-party motor vehicle insurance – To be evidenced by way of a MV certificate in the COMPANY name, OR where there is no company fleet and employees use their own vehicles instead, a letter signed by a person of appropriate authority confirming that the provider has ongoing arrangements in place to ensure that employees' vehicles are appropriately insured and maintained for business purposes.
Assessment	Tenderers unable to commit to obtain the levels of insurance detailed above may be assessed as a FAIL and be excluded from the Procurement Process.

Part IV – Selection Criteria	
Criteria	B: Economic and Financial Standing
Question Ref	4B.6 Other Economic or Financial Requirements
Minimum Requirements	<p>Crown Estate Scotland will utilise Dun & Bradstreet (D&B) Failure Score of 30 or above. Tenderers (including all participants in a group) are required to have a Failure Score of 30 or above in order to demonstrate its financial strength and stability.</p> <p>It is recommended that Tenderers review their own D&B Failure Score in advance of submitting a Tender Submission. Where the Tenderer does not have a D&B Failure Score, or where the Tenderer does not consider that the D&B Failure Score reflects their current financial status; the Tenderer may give an explanation within the Tender Submission, together with any relevant supporting alternative evidence which demonstrates its financial strength/stability.</p>

	<p>Where the Tenderer is under no obligation to publish accounts and therefore does not have a D&B Failure Score, they must provide their audited financial accounts for the previous 3 years as part of their SPD Submission in order that Crown Estate Scotland may assess these to determine the suitability of the Tenderer to undertake a contract of this size.</p> <p>Where a Tenderer does not meet the minimum financial requirements in its own right and wishes to rely on the financial standing of a parent company, Tenderers should provide a statement that they commit to obtaining a parent company guarantee in the form attached in the Standard Documents Parent Company Guarantee.</p> <p>Where a consortium bid is received, the D&B Failure Score of each consortium member shall be assessed and each must achieve a D&B failure score of 30 or above.</p> <p>Where a sub-contractor material to the performance of the Contract or where the Tenderer intends to sub-contract more than 25% of any contract value to a single sub-contractor, the Tenderer may be required to confirm that the sub-contractor(s) has a D&B failure score of 30 or above. Crown Estate Scotland reserves the right to request one copy of all sub-contractor last 3 financial years' audited accounts and details of significant changes since the last financial year end.</p>
Assessment	<p>Tenderers who do not achieve a minimum D&B failure score of 30 and above, fail to give additional explanation or supporting information, or where the Crown Estate Scotland does not accept the supporting evidence to demonstrate its financial strength/stability may be assessed as a FAIL and be excluded from the Procurement Process.</p> <p>Where a Tenderer wishes to be considered for selection under this contract but cannot meet the D&B score that Tenderer must provide financial information which will satisfy the Crown Estate Scotland that they have an equivalent level of economic and financial standing; and must provide related guarantees or formal assurances to support their right to participate and be considered for any contract award (Regulation 61(8)). Examples, but not an exclusive list, of the financial information Crown Estate Scotland would consider are: Parent and/or ultimate parent company audited accounts for the most recent 3 financial years (if applicable);</p>

	<p>Guarantees and bonds; Bankers' statements and references (including confirmation of value and duration of credit facilities); Management accounts and financial projections including cash flow forecasts (approved by the Chief Financial Officer); order book pipeline; details and evidence of previous contracts, including contract values; and other evidence of capital availability. Please note that any financial information disclosed should evidence the financial strength of the economic operator tendering, therefore additional supporting information will need to be provided where joint or group accounts are provided in support of a bid to explain to Crown Estate Scotland the relevance of that information.</p> <p>Where a Tenderer wishes to submit verified more recent accounts, in-year management accounts and forecasts or unpublished annual accounts to support, verification would need to be made by the organisation's Finance Director or an equivalent senior person.</p> <p>Where the Tenderer relies upon or intends to rely upon any Key Subcontractors in performance of the contract, then Crown Estate Scotland reserves the right to assess the financial strength and suitability of the Key subcontractor as part of the qualification process; Where the economic operator relies upon a parent company to provide financial assurance in support of their bid, Crown Estate Scotland will also reserve the right to seek financial information on the strength and suitability of the parent company; and</p> <p>Where the Tenderer relies upon the capacity of other parties in respect of selection and/or performance of the contract, then dependent on the nature of the arrangement Crown Estate Scotland may require full disclosure of financial information in support of the bid. For example, where the Tenderer identifies as a consortium Crown Estate Scotland will require that the consortium, as a group, each member can meet the financial selection requirements contained in the procurement documents. Where a Tenderer is part of a Consortium, it shall procure the execution and delivery to the Employer of a Consortium Guarantee (in the form provided by Crown Estate Scotland) executed by each member of the Consortium (acting as Consortium guarantor) in Self Proving Form.</p> <p>Crown Estate Scotland will further reserve the right to remove any economic operator from the tendering process where</p>
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	<p>they are no longer able to fulfil any of the selection requirements as directed within the procurement documents.</p> <p>Tenderers who do not provide relevant supporting information to the satisfaction to Crown Estate Scotland may be assessed as a FAIL and be excluded from the Procurement Process.</p>
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Part IV – Selection Criteria	
Criteria	C: Professional and Technical Ability
Question Ref	4C.1 – Previous Experience
Question	For public works contracts only, please provide relevant examples of services carried out in the past three years as specified in the Scope and Contract Notice.
Minimum Requirements	<p>Tenderers are required to provide examples of services carried out within the past three (3) years that demonstrate that they have the relevant experience to deliver services similar in scope, scale and duration to that described in the ITT. We are looking for a team of individuals who have experience in some (or ideally all) of the following:</p> <ul style="list-style-type: none"> • Managing offshore renewable survey deliverables, including environmental (ornithology, marine mammal, benthic etc.), physical (geophysical, geotechnical etc.) and resource surveys (wind data, metocean etc.) • Quality Assurance of survey data • Creating and updating MEDIN Discovery Standard metadata for Series and Datasets using Metadata Maestro • Familiarisation with the MEDIN Parameter Discovery Vocabulary • Familiarisation with the MEDIN Data Guidelines • Structuring data deliveries • Microsoft Azure or a similar cloud service • Knowledge of the offshore/marine environment • Analysis of offshore survey data to support research and evidence projects

	<ul style="list-style-type: none"> • GIS capability to manage and develop spatial layers • Producing articles and other content for science communication purposes. <p>The experience can be at either the pre or post contract stage of development. Examples should also include:</p> <ul style="list-style-type: none"> • Name of project with brief description and duration, including start and end dates (month/ year) it was carried out or forecast to be completed, • Name of Client, • Name of contact within the Client's organisation and their contact details, who may be contacted for further information, and Brief description of whether, or not, the project was completed on time and within budget • Customer testimonials. Preferably, from companies of similar industry and/or scope of services.
Assessment	Tenderers who fail to provide relevant examples of delivering similar projects may be assessed as a FAIL and excluded from the procurement process.

Part IV – Selection Criteria	
Criteria	C: Manpower
Question Ref	4C.8.1 – Manpower
Question	Please provide details of the average annual manpower for the last three years:
Minimum Requirements	Bidders will be required to confirm their average annual manpower for the last three years.
Assessment	Information Only

Part IV – Selection Criteria	
Criteria	D: Quality Assurance Schemes and Environmental Management Standards
Question Ref	4D.1 (Quality Assurance)
Minimum Requirements	<p>1. The bidder <u>must hold</u> a UKAS (or equivalent) accredited independent third party certificate of compliance in accordance with BS EN ISO 9001 (or equivalent),</p> <p>OR</p>

	<p>2. The bidder must have the following:</p> <p>a. A documented policy regarding quality management. The policy must set out responsibilities for quality management demonstrating that the bidder has, and continues to implement, a quality management policy that is authorised by their Chief Executive, or equivalent, which is periodically reviewed at a senior management level. The policy must be relevant to the nature and scale of the work to be undertaken and set out responsibilities for quality management throughout the organisation.</p> <p>b. Documented procedures for periodically reviewing, correcting and improving quality performance including processes for ensuring that the bidder's quality management is effective in reducing/preventing incidents of sub-standard delivery. This must include the quality of output and general performance.</p> <p>c. A documented process for ensuring that quality management is effective in reducing/preventing incidents of sub-standard delivery. This must include the quality of output and general performance. The bidder must be able to provide copies of their organisation's documentation procedures that meet current agreed good practice. These must include the arrangements for quality management throughout the bidder's organisation. They must set out how the bidder's organisation will carry out its policy, with a clear indication of how the arrangements are communicated to the workforce.</p> <p>d. Documented arrangements for providing the bidder's workforce with quality related training and information appropriate to the type of work for which this organisation is likely to bid. This will demonstrate that the organisation has in place, and implements, training arrangements to ensure that its workforce has sufficient skills and understanding to discharge their various responsibilities. These must include a programme of training that will keep the workforce up to date with required knowledge about quality related issues, including copies of job profiles; training manuals and records.</p> <p>e. Documented arrangements that the organisation has a system for monitoring quality management procedures on an on-going basis. The bidder's organisation must be able to provide evidence of systematic, periodic review and improvement of quality in respect of output and general performance.</p>
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	<p>f. Documented arrangements for ensuring that the bidders apply quality management measures that are appropriate to the work for which they are being engaged.</p> <p>g. A documented process demonstrating how the bidder deals with complaints. The bidder must be able to provide details of how their organisation maintains records of any complaints received and how corrective measures are carried out to prevent reoccurrence.</p>
Assessment	Tenderers unable to demonstrate that they have required Quality Management certification, procedures etc. may be assessed as a FAIL and excluded from the procurement process.

Additional Guidance – Tenderers should note that some questions have specific guidance relating to the evaluation and exclusion of Tenderers. Tenderers should ensure they read each question fully before answering.

If the Tenderer fails these eligibility tests, their tender may be rejected as ineligible without further consideration.

The SPD (Scotland) acts as a self-Declaration for Tenderers. The recommended Tenderer at the end of the evaluation must provide all requested certificates and documentation before being awarded the Contract. However, Crown Estate Scotland can ask any Tenderer to submit their evidence at any point in the procurement process, if this is necessary to ensure that the process is carried out properly.

Only Tenderers meeting or exceeding the Qualification stage will proceed to the next stage (Technical Envelope evaluation).

Stage 2 Evaluation of Responses

All Tenderer responses which pass the qualification stage will have their Tender checked for compliance including completeness and accuracy. Failure to meet any minimum requirements indicated will result in the tender being assessed a fail and the Tenderer will be excluded from any further evaluation. At this stage it will be assumed that tender who state their Terms and condition are compliant are correct.

Overall Award Criteria

All compliant tenders will be evaluated to determine the 'Most Economically Advantageous Tender'. The overall award criteria weightings are Quality 60% and Cost 40%. Following the evaluation, the leading bidders' terms and conditions will be checked to ensure that they are compliant with this tender. Should the leading bidder be found non-compliant they will be excluded, and the evaluation rerun and the new leading bidders terms and conditions will be checked. CES will have the option to negotiate the terms and conditions which will be mutually agreed at award stage.

Bids scores will be weighted based on the following key criteria as listed in the table below.

	Question	Percent	Scoring Methodology
Heading	Requirement	60	
Submission of Terms and Conditions	Submit your proposed Terms and Conditions.	Information Only	Information Only
Invitation to Tender	Please confirm conformance to requirements within the document.	Pass/Fail	Pass/Fail
Parent Company Guarantee	For any hosted or cloud system a Parent Company Guarantee where required (due to the additional business risk)	Where required	Pass/Fail
Conflict of Interest	This is an important area of discussion for Crown Estate Scotland so we ask for full transparency so that this can be assessed upon evaluation. Please advise with a 'yes' or 'no' to the following areas. Where there is a conflict of interest, please provide details. Please confirm whether there is a potential conflict with existing clients within energy/marine sector.	Information Only	Information Only
1. Account and Contract Management	Please complete 'Technical Questionnaire'	10	Five Point Scoring Methodology
2. Capability to Deliver	Please complete 'Technical Questionnaire'	15	Five Point Scoring Methodology
3. Context and understanding of	Please complete 'Technical Questionnaire'	5	Five Point Scoring Methodology
4. Mobilisation	Please complete 'Technical Questionnaire'	15	Five Point Scoring Methodology
5. Statement of Service	Please complete 'Technical Questionnaire'	10	Five Point Scoring Methodology

6. Innovation	Please complete 'Technical Questionnaire'	5	Five Point Scoring Methodology
	Commercial Section	40	
Commercial Offering	Please complete 'ITT_Data_Handling_Pricing_Schedule'	40	As per ITT
	Total	100	

Overall Award Criteria

- **Terms and Conditions** - Confirmation of your Terms and Conditions (directly or through an agreeable amendment) will meet the requirements outlined in tender and a confirmation that you can meet our timescale for delivery of this work. Please supply a copy of these terms and conditions including any proposed amendments (including to the payment schedule).
- **Parent Company Guarantee**
 - For any hosted or cloud system a Parent Company Guarantee where required (due to the additional business risk)
- **Living Wage – Non-scored**
 - Please complete the attachment 'Living Wage Response' ensuring you select the correct statement which relates to your organisation.
- **Fair Work First and Community Benefits – Non-scored**
 - Please complete the attachments 'Community Benefit Response' and 'Fair Work First Response' ensuring questions are answered in full.

The quality of each bid's answers to the Questions will be scored based on the scoring table below:

4 Excellent	Excellent response demonstrating clear understanding and comprehensive ability to fulfil requirements, outlining added value, innovation and is equal to or improves on the specification.
3 Good	Good response providing clear evidence of understanding and compliance and may evidence some elements of innovation. The response is sufficiently detailed to demonstrate how the requirements will be fulfilled.
2 Acceptable	Average response providing some indication of understanding and compliance. The response may lack details on how the requirement will be fulfilled in certain areas.
1 Poor	Minimal or poor response providing little evidence of understanding or compliance. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.

0 Unacceptable	Nil or inadequate response with little or no understanding of requirement or evidence of compliance. Fails to demonstrate an ability to meet the requirement.
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Commercial

a) Costs. Using the attached *ITT_Data_Handling_Pricing_Schedule.xlsx* please provide:

- i. Provide a company rate card for full scope of your service offerings. Use the **Day rates** worksheet.
- ii. Detailed breakdown of staff level(s) used and a total cost for quality assurance and updating series extents per *single data series*, and a two-week test phase where training and instruction will be provided. Use the **Pricing Schedule** worksheet.
- iii. Detailed breakdown of staff level(s) used, rate per day and days per month committed to data highlights/insights, project management, metadata updates, data structuring and uploading, and MDE development support. Use the **Pricing Schedule** worksheet.
- iv. Detailed breakdown of staff level(s) used and total cost per *single data series* committed to the occasional structuring, validating, and uploading a *single data series* into MDE. Use the **Pricing Schedule** worksheet.

You are guided to the Marine Data Exchange to examine data “series” that have been loaded into MDE. And to the “Requirements for providing survey data to the Marine Data Exchange” which outlines the structure of data submissions and the standards that must be met.

As previously stated, we expect fluctuations in the amount of data submissions received each month. The complexity of each type of data series can vary considerably too which will impact on the time to quality assure. We recommend examining a number of different types of data series in MDE. In order to calculate a comparable annual contract cost between offers the following calculations for estimated annual work will be applied:

- For quality assurance and creation of spatial data for series extents a multiplication of the cost per data series by an estimated 60 data series submissions per year will be calculated to give an estimated total cost of QA per annum
- For a two-week testing phase exclusively for quality assurance and creation of spatial data for series extents you are asked to provide costs based on the resource you can provide over the two-week period, and this will be added to the estimated total cost of QA per annum
- For management and insight costs the calculated cost per month will be multiplied by 12 to give an estimated total cost of management & insights tasks per annum
- For the occasional structuring, validating, and uploading a single data series a multiplication of the cost per data series by an estimated 5 data series per year will

be calculated to give an estimated total cost of data preparation & upload per annum

- A final total estimated annual contract cost will be calculated by adding the estimated total cost of QA per annum, the estimated total cost of management & insights tasks per annum and the estimated total cost of data preparation & uploading per annum.

Cost Scoring Methodology

The lowest priced compliant bid will be awarded 100 points. The points for all bids will be scored relative to the lowest priced compliant bid. Thereafter the price weighting detailed will be applied to obtain the final weighted price score. The calculation is as follows:

Lowest Bid divided by Each Bid Multiplied by Price Weighting Factor Multiplied by 100

e.g. If price has been weighted 50% and the lowest compliant bid received is £40,000 and 4 compliant bids have been received: Bidder A £50,000; Bidder B £55,000; Bidder C £40,000 and Bidder D £65,000.

Bidder A score = £40,000 divided by £50,000 multiplied by 50% multiplied by 100 = 40

Bidder B score = £40,000 divided by £55,000 multiplied by 50% multiplied by 100 = 36.4

Bidder C score = £40,000 divided by £40,000 multiplied by 50% multiplied by 100 = 50

Bidder D score = £40,000 divided by £65,000 multiplied by 50% multiplied by 100 = 30.8

The total weighted scores for Cost and Quality will be added together to determine the Most Economically Advantageous Tender (MEAT).