

SCOTTISH PROCUREMENT

VOLUME 1

INVITATION TO MINI-COMPETITION DOCUMENTATION

SCOTTISH GOVERNMENT

**NON DOMESTIC ENERGY EFFICIENCY WORKS AND SERVICES
FRAMEWORK REF NO SP-14-013 (NDEEF)**

Scottish Funding Council

On Behalf of:

Borders College

Edinburgh College

North East Scotland College

West Lothian College

Newbattle Abbey College

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1. Statement of Requirements

1.1 Introduction

Scottish Funding Council ('SFC', 'the Procuring Body') have a fantastic opportunity to support the transition to a low carbon economy, as set out in the Scottish Government's Economic Strategy, and to contribute to Climate Change targets.

Scottish Government are supporting SFC with the provision of very significant economic stimulus monies to procure energy savings at a selected number of Colleges, collectively referred to as the College Energy Efficiency Pathfinder (CEEP) project (the 'Project').

The five Colleges (the 'Authorities') making up the CEEP project are:

1. Edinburgh College
2. North East Scotland College
3. West Lothian College
4. Borders College
5. Newbattle Abbey College

The economic stimulus funding is equivalent to £4,500,000 including VAT (with the potential for £500,000 additional capital inclusive of VAT, please see 1.2.2 for further information).

Investment in the Authorities estates through the economic stimulus monies is a major opportunity for each of the Authorities, enabling procurement of energy efficiency savings through Energy Conservation Measures (ECMs) that may otherwise not be available within current budgets; Authorities are all actively engaged in making a success of the Project.

As part of this unique opportunity, SFC are seeking to utilise Scottish Government's Non-Domestic Energy Efficiency Works and Services Framework Ref No SP-14-013 (SG NDEEF) to appoint a suitably experienced organisation to deliver retrofit ECMs across each of the Authorities estates. This is therefore not only a great opportunity for the Authorities, but a substantial project for the NDEEF, providing for an excellent opportunity to fulfil the Framework's potential in delivering significant energy efficiency savings in the public sector.

For the avoidance of doubt, one Framework Contractor is to be selected to deliver five Energy Performance Contracts (EnPCs), one for each Authority, under this Invitation to Mini Competition ('ITMC').

SFC's role as the Procuring Body is only for the management of the procurement stage of the project (up to Shortlisted Bidder appointment), whereby all future project stages will be managed and contracted by the individual Authorities.

A number of buildings within each of the Authorities built estate portfolios have been selected for inclusion in the project, as detailed in section 1.2.1 of this ITMC Volume 1.

The Authorities are seeking a variety of ECMs to be installed in order to deliver considerable financial and environmental improvements, within the constraints of the Authorities' Minimum Requirements identified in section 1.2.2.

It should be noted that due to the unique funding terms and conditions, the Project is not expected to follow typical NDEEF timelines and in some cases approaches. Indeed, the funding terms require specific conditions to be adhered to, as identified in the Authorities' Minimum Requirements in section 1.2.2 of this ITMC Volume 1; significantly key programme dates which must be met.

Given the programme date requirements, it will be a mandatory requirement of Bidders under this ITMC process to produce a credible programme plan that will demonstrate how the Authorities programme requirements, including the following key programme dates, will be adhered to in delivery of the project:

1. Appointment of a Shortlisted Bidder and commitment to a Guaranteed Energy Cost Performance (GECp) for each of the Authorities by means of a signed individual Development Contract between each party by **28 February 2017**
2. Completion of all construction, commissioning and testing activities, and agreement of Milestone Payment 1, by the end of **August 2017**

Analysis of the Authorities' buildings has been undertaken which has identified significant minimum potential savings (please refer to the Authority Data Packs in Appendix 1).

It is anticipated that a reduction in annual energy spend of £450,000 (including VAT) per annum will be achieved across all five Authorities through the economic stimulus investment.

1.2 General Requirements

1.2.1 Shortlist of Buildings

Multiple facilities within the Authorities' estates are included within the 'Shortlisted' sites, as below:

Table 1. CEEP NDEEF Project – Shortlisted Sites

Authority	Building / Campus	Building Type	Town	Gross Internal Floor Area (m ²)
Borders College	Hawick	See Authority Data Pack (ADP) in Appendix 1	Hawick	1064
	Newton St Boswells	As above, see ADP	Newton St Boswells	531
	Galashiels	As above, see ADP	Galashiels	15146
Edinburgh College	Sighthill campus	As above, see ADP	Edinburgh	22713
	Milton Road campus	As above, see ADP	Edinburgh	19515
	Midlothian	As above, see ADP	Dalkeith	7500

Authority	Building / Campus	Building Type	Town	Gross Internal Floor Area (m ²)
	campus			
	Marine Drive building	As above, see ADP	Edinburgh	1302
	Granton Campus	As above, see ADP	Edinburgh	TBC
North East Scotland College	Gallowgate campus	As above, see ADP	Aberdeen	29,743
	Altens Campus	As above, see ADP	Aberdeen	15,667
	Gordons Campus	As above, see ADP	Aberdeen	6,329
	Clinterty Campus	As above, see ADP	Clinterty	6963
	Fraserburgh Campus	As above, see ADP	Fraserburgh	17,472
Newbattle Abbey College	Newbattle Abbey	As above, see ADP	Newbattle	6503
	Industrial Park Unit	As above, see ADP	Newbattle	280
West Lothian College	The Street	As above, see ADP	Livingstone	3614
	Terrace 1&2	As above, see ADP	Livingstone	2778
	Terrace 3&4	As above, see ADP	Livingstone	3228
	Pavilion A&B	As above, see ADP	Livingstone	1830
	Pavilion C&D	As above, see ADP	Livingstone	1876

Please note, the buildings in the shortlist are those buildings eligible for the project. It is not the Authorities' intention that all shortlist buildings must form part of the final EnPCs. A Bidder is expected to meet the Authorities' Minimum Requirements as it sees fit throughout the portfolio of shortlist buildings; all in line with the requirements of this ITMC.

1.2.2 Authorities' Minimum Requirement

The Authorities' Minimum Requirements (AMRs) are set out below:

Total Contract Value:

The Total Contract Value for all EnPCs across all the Authorities shall be no more than £4,500,000 (including VAT and all associated costs and expenses). The Authorities further reserve the right to reserve £500,000 (including VAT) of potential additional capital for potential associated Project works. The extent of potential additional spend of this reserved capital under EnPCs is yet to be specified and may not be detailed and/or agreed until Shortlisted Bidder appointment and post Development Contract signature. A proportion of the funds will likely, however, as a minimum, be spent on support to the Authorities in delivering the project, such as the direct appointment of Clerk of Works type personnel.

The following minimum Total Contract Value expenditure requirements (including VAT and all other associated costs and expenses) at each of the Authorities shall be as per the below:

1. Edinburgh College – Minimum of £1,400,000
2. North East Scotland College – Minimum of £1,580,000
3. West Lothian College – Minimum of £424,000
4. Borders College – Minimum of £197,000
5. Newbattle Abbey College – Minimum of £101,000

The total value of the minimum Total Contract Value for all the Authorities is equal to £3.702m. Bidders shall bid where the remaining £798,000 (inc VAT) of the funding shall be spent across the Authorities' estates, as they see fit, in line with the requirements of this ITMC and in seeking the most economically advantageous opportunities throughout the Authorities' facilities.

Performance Requirements:

Minimum performance requirements shall be considered in respect of energy cost savings relative to the economic stimulus monies expenditure on the project.

Specifically, the total Guaranteed Energy Cost Performance (GECP) across the Authorities shall enable a Simple Payback (being the Total Contract Value for the Project divided by the GECP) of no more than 15 years.

Furthermore, the Simple Payback for each of the individual Authorities shall not exceed 20 years in any instance.

The above requirements will be required to be met and/or improved upon in progressing and agreeing the project contracts, being the Development Contract and

EnPCs, discussed in sections 1.3 and below 1.4 of this ITMC Volume 1 below respectively.

The Procuring Body wishes to identify that a preferred energy cost saving performance for the project as a whole is a Simple Payback of no greater than 10 years, i.e. in the scenario of a Total Contract Value of £4,500,000 (including VAT), a GECP of £450,000 (including VAT) per annum across all five Authorities. This is not mandated, but a preference in respect of creating a 'threshold' GECP savings level for pricing analysis forming part of the process of selecting a Shortlisted Bidder.

Bidders will bid a GECP and Total Contract Value for each Authority in their ITMC Proposals. The Contractor will meet the GECP included in each Authority's EnPC.

Current Energy Performance:

Detailed below are the recent energy consumption values for the Authorities buildings forming part of the Project, against which the savings across each of the Authorities will be calculated:

- The total annual energy cost for all the Authorities is equivalent to £2,477,523 (energy costs, not including CRC costs etc.), split as below:
 - Edinburgh College - [REDACTED]
 - North East Scotland College - [REDACTED]
 - West Lothian College - [REDACTED]
 - Borders College – [REDACTED]
 - Newbattle Abbey College - [REDACTED]

The above cost of annual energy consumption across the Authorities included in this ITMC is based upon the following energy consumption values, with all utility prices in detailed in section 1.2.5, below:

- Electricity Use: [REDACTED]
- Gas Use: [REDACTED]
- Gas Oil Use: [REDACTED]
- Biomass Use: [REDACTED]
- Split as below:
 - Edinburgh College (August 15 – July 16)
 - Electricity Use: [REDACTED]
 - Gas Use: [REDACTED]
 - Gas Oil Use: [REDACTED]
 - Biomass Use: [REDACTED]
 - North East Scotland College (August 15 – July 16)
 - Electricity Use: [REDACTED]
 - Gas Use: [REDACTED]
 - Gas Oil Use: [REDACTED]
 - Biomass Use: [REDACTED]
 - West Lothian College (August 15 – July 16)
 - Electricity Use: [REDACTED]
 - Gas Use: [REDACTED]
 - Gas Oil Use: [REDACTED]
 - Biomass Use: [REDACTED]
 - Borders College (2015 –16)

- Electricity Use: [REDACTED]
- Gas Use: [REDACTED]
- Gas Oil Use: [REDACTED]
- Biomass Use: [REDACTED]
- Newbattle Abbey College (2014-15)
 - Electricity Use: [REDACTED]
 - Gas Use: [REDACTED]
 - Gas Oil Use: [REDACTED]
 - Biomass Use: [REDACTED]

It will be for the Shortlisted Bidder, as part of its Investment Grade Proposal (IGP) and associated Measurement and Verification (M&V) activities at Development Contract stage to baseline energy consumption based on the most recent consumption figures available at the point of IGP undertaking.

1.2.3 Programme & Key Dates

1.2.3.1 Key Dates

The following Key Dates for delivery of the Project are detailed below:

Item	Date
Issue ITMC	Thursday 15 December 2016
ITMC Proposals Return	Monday 6 February 2017
Sign Development Contract	No later than Tuesday 28 February 2017
Start IGP	Tuesday 28 February 2017
Complete IGP	April-May 2017
Develop and Sign EnPCs	May 2017
Construction	May – August 2017
Completion of Commissioning and Testing	August 2017
Operational Verification (OV) and Snagging	August 2017
Rectification of OV and Snagging	August 2017
Milestone Payment 1	No later than Thursday 31 August 2017
Milestone Payment 2	TBA between Authorities and Shortlisted Bidder

The IGP period and construction dates listed above are indicative, however it is a mandatory requirement that Bidders deliver credible plans which demonstrate how they will comply with supporting signing the Development Contract and securing Milestone Payment 1 by the Key Dates shown. The Shortlisted Bidder/Contractor will be required to work collaboratively with the Authorities to meet these dates.

1.2.3.2 Constraints

There are significant constraints in the delivery of the project, not least in the need for Bidders' proposals to have all construction, commissioning and testing activities complete, and Milestone Payment 1 agreed, by the end of August 2017, as part of the funding requirements and as identified in 1.2.3.1 above.

It will be for the Bidders to identify and propose ECMs and work practices (such as phased and advanced working) that satisfy the Authorities that the programme dates can be met in their entirety across each of the Authorities' buildings.

The project may be aborted by the Procuring Body and the Authorities if ITMC Proposals indicate that there is no reasonable prospect of meeting the funding deadlines.

It is important to consider that the buildings are, in the majority, used for educational purposes and depending on the IGP approach and ECMs proposed, installations may be limited to out of hours working, weekends and holiday periods. Particular consideration shall be given to limiting disruption within the teaching areas of buildings. In order to minimise disruption to the Authorities' operations, works in teaching areas must be completed out of hours, at weekends and outside of term times, unless a clear and agreeable phased working approach can be agreed with each respective Authority.

Bidders are encouraged to make best use of holiday periods for construction works to enable them to minimise costs arising from weekend and evening working. However, Bidders must be cognisant of the fact that the Authorities also prioritise these times for construction and maintenance work in teaching, circulation and other spaces accessible by staff and students. Detailed plans of such Authority works will be discussed and agreed as part of the Development Contract; the Authorities' pre-planned works must be accommodated by the Shortlisted Bidder, all parties acting reasonably.

The tables in Appendix 3 outline the term dates for the Authorities for the academic year 2016/2017.

Specific consideration should also be given to Edinburgh College's Milton Road campus and Newbattle Abbey's facilities during 'summer holidays' where summer school activities take place. Edinburgh College and Newbattle Abbey College have indicated they will work collaboratively with the Shortlisted Bidder/Contractor to facilitate survey and construction works, however consideration to phased working should be considered by Bidders.

For the avoidance of doubt, the minimum Total Contract Value for each of the Authorities, as detailed in the AMRs, must be met by each Bidder, and all longstop programme dates adhered to under each contract with each of the Authorities.

1.2.4 Authority Data Packs

Significant supporting data has been collated for the Authorities, included in individual Authority Data Packs (ADP) for each Authority. ADPs can be found in Appendix 1 of this ITMC Volume 1, and indicatively include the following information:

- Buildings Summary Sheet
- Layout Drawings
- Summary Historic Energy Data
- Summary Condition Survey Data
- Potential 'project lists'

- Asbestos Surveys
- Site Survey Data including, as far as has been practicable, data relating to Building Operational Hours and Occupants and Existing Building Fabric, Services Systems and Assets

A separate 'covering note' to each ADP is also provided. This covering note provides contextual relevance of the ADP content, and includes for key and recent information from each of the Authorities including:

- Recent energy consumption information
- Significant Authority Opportunities
- Recently undertaken Authority works and future planned works

The ADPs shall be used by Bidders to develop their understanding of the Shortlisted sites and energy efficiency opportunities therein. Such information shall be referred to in ITMC Proposals in respect of assumptions made in the operation of the sites (operating hours etc.), their building services systems/performance (HVAC plant sizing etc.) and ECM savings potential. Reference should also be made specifically to condition and asbestos surveys and reports and associated works and costs with the installation of ECMs, including any proposed making good of the sites post-installation.

It shall be noted by Bidders that additional ADP information may be provided by the Procuring Body during the ITMC period, following release of this ITMC Volume 1. Bidders will be notified of any additional information through the relevant communication channels, please refer to sections 2 and 3 of this ITMC Volume 1. It is the responsibility of the Bidders to monitor notifications to ensure timely access to any such information.

All information contained in the ADP is for information only and will be for the Shortlisted Bidder to independently verify as part of its IGP.

1.2.5 Energy Prices

For the purpose of the Project, all annual energy savings are to be calculated based on the energy prices shown below:

- Electricity – 10p/kWh (inc. VAT)
- Gas – 2.5p/kWh (inc. VAT)
- Gas Oil – 5p/kWh (inc. VAT)
- Biomass – 5p/kWh (inc. VAT)

It should be noted that the energy prices are standardised for the purpose of this ITMC and energy bills and references in accompanying information may vary. The prices above should be referred to by Bidders in calculating GECP in its ITMC Proposals.

As the Authorities will be in receipt of direct grant funding from Scottish Government for the works, it is anticipated that they will not be eligible for Renewable Heat Incentive (RHI) and Feed In Tariff (FIT). Where a Bidder relies upon any RHI and/or FIT unit rates for proposed renewable ECMs these shall be clearly stated and the source of rates and Authorities' eligibility to receive them evidenced by the Bidder.

1.2.6 CO₂ Emission Factors and Other Conversion Factors

For the purpose of this project, throughout the contract period, the annual CO₂ savings are to be calculated based on the 2016-17 CO₂ factors for Company Reporting, as published by UK Government and shown below:

Table 2. CO₂ Emission Factors

Energy Type	CO ₂ Factor (kgCO ₂ / kWh)
Grid Supplied Electricity	0.446620
Natural Gas	0.183645
Gas Oil	0.253588
Biomass	0

For the purpose of this Project, the following conversion factors have been used be used for calculating consumption and associated costs for the Authorities.

Table 3. Energy Conversion Factors

Utility Type	Base Consumption Unit	Energy Conversion Factor (kWh/Base Consumption Unit)
Gas Oil	Litres	10.8
Wood Pellets	Kilograms (kg)	4.8

All other conversion factors required and used by Bidders shall be clearly and robustly referenced to good industry standards.

1.2.7 Investment Grade Proposal Project Specific Requirements

Following appointment of the Shortlisted Bidder, individual IGPs shall be carried out for each Authority.

An indicative Investment Grade Audit (IGA) specification, making up Schedule Part 1, and Measurement and Verification Specification making up Schedule Part 2, of the Development Contract, and to be included in ITMC Volume 3, shall be provided by the Procuring Body during the ITMC period.

It should be noted, however, that the general principles of Investment Grade Proposals, and subsequent EnPCs, shall be undertaken in line with the general principles of the NDEE Framework and individual Framework Contractor Agreements, inclusive of the following requirements, which Bidders shall be aware of, and the eventual Shortlisted Bidder/Contractor, shall comply with:

1.2.7.1 IGP Savings & Costings

The savings and breakdown of performance for each ECM presented to the Authorities shall include the following:

- Annual energy savings (kWh)
- Annual energy savings (£)
- Annual carbon savings (tCO₂e)
- Simple Payback period (years)
- Persistence of savings and useful economic life of ECMs (identified in years, using Salix Finance persistence factors as of August 2016), comparing such figures with the Simple Payback period for each ECM

- Carbon Reduction Commitment (CRC) cost savings
- Feed-in-Tariff, Renewable Heat Incentive, and any other income source where appropriate.
- VAT

The savings to the Authorities should exclude the following:

- Behavioural change
- Maintenance savings
- Short Term Operating Reserve (STOR) savings
- Savings from any other forms of demand side response

The costs, making up the Total Contract Value for each Authority, that are to be included in IGP responses must include:

- All ECM installation costs including material, labour, fee rates, risk pricing, overheads and profit. This includes any associated costs required for the successful installation.
- Project costs including design, project management, project development, IGPs, commissioning, M&V services, metering, contingency, bonding, permits and training costs.
- All redecoration and 'making good' costs associated with the works carried out under the Project.
- All on-going Contractor service costs including Measurement and Verification (including all associated costs for measurement, monitoring and reporting), and any additional maintenance costs for ECMs.
- Any other costs.

Please note that ECMs with associated ongoing additional maintenance costs should be clearly identified. It is important to demonstrate that the energy cost savings are significantly greater than any additional maintenance costs.

When calculating Simple Paybacks for each Authority, energy cost savings shall be net of additional maintenance costs.

All ECM savings and costs as part of the IGP stage shall be broken down on each individual ECM; ECMs should not be bundled together into a package listed as one ECM only. Indication of key links between the ECMs may be made however.

The energy cost savings resulting from the implementation of individual ECMs should be stated per Authority based on the agreed baseline conditions.

1.2.7.2 Neutrality

All Bidders must be neutral in their assessment and selection of sub-contractors, products and technologies unless sub-contractors are already identified in your tender response. Bidders agree to considering multiple sub-contractors and products at the IGP stage unless they have already been selected and identified in ITMC Proposals.

1.2.7.3 Improvements to the Authorities' Estate

Bidders proposals, and ultimately the Shortlisted Bidder and Contractor's delivery, shall strive to improve the general standard of the Authorities' estates. Particular attention shall be made to the following:

- Ensuring Scottish and UK codes of practice and standards are fully met
- Reducing backlog maintenance levels, maintenance costs and other running costs
- Specifying materials, plant and equipment of proven quality which meets or exceeds good industry practice
- Improving end-user comfort and experience.
 - Authorities will not accept adverse environmental condition performance of spaces (i.e. heating and lighting levels) following ECM implementation, other than where compliance with the Chartered Institute of Building Services Engineer (CIBSE) environmental condition requirements can be proved by the Contractor

1.2.7.4 Proposed Changes to Estate

Where ECMs proposed result in any changes to Authorities' estates (including maintenance and operating), Bidders shall allow, and ultimately the Contractor shall provide, all necessary assistance and information (e.g. red line drawings, operation & maintenance manuals, warranties) to update the Authorities' relevant records and processes.

1.2.7.5 Training Programme

Bidders shall make allowance, and ultimately the Contractor shall provide, thorough training to the appropriate building management staff for each building (for each group of equipment). This must be scheduled with a minimum of two weeks' notice and structured so that systems are easily understood. Details must be provided within the Investment Grade Proposal. This may mean multiple small groups from different shifts.

Thorough, clear and concise Operating and Maintenance manuals and record information shall also be provided as part of handover documentation from the Contractor to each of the Authorities.

1.2.7.6 Current Legislation

When providing services, Bidders shall take full account of all current relevant legislation, the latest Construction Act, government guidance and best practice. The Bidder shall ensure that any advice provided to the Authorities involved in this project complies with these guidance documents and policies and any other relevant legislation or guidance.

1.2.8 Authorities Construction Requirements - Project-Specific Requirements

1.2.8.1 Building Operational Hours

The Authorities' buildings will continue to be occupied property throughout the duration of the project. Occupation of areas vary throughout the Authorities buildings. Specific operating hours for each building are included in the Authority Data Packs and holiday dates are included in Appendix 3 to this ITMC Volume 1.

Due to the nature and use of the buildings within the portfolio, Bidders are required to ensure that a flexible approach is given to programming works. This may require some works to be limited to weekends, after hours and holiday periods – please refer to the constraints section in 1.2.3.2 of the ITMC Volume 1 for relevant requirements.

1.2.8.2 Disruption & Impact on Public Buildings

Planning and installation of ECMs will have to consider the impact on the everyday use of buildings so that disruption to activities is kept at a level acceptable to the Authorities. Where there is likely to be a significant operational impact on staff and students or on the delivery of essential services such as power, water, heating or cooling when they could be expected to be available, work will have to be carried during out of office hours or during non-term times. Where closures of buildings or parts of buildings are required for Project works to be carried out, these should be for a limited period only, taking into account peak, off peak and out of hours working. The approach to limiting disruption and impact on the Authorities operations and buildings will need to be detailed clearly in Bidders' ITMC Proposals, and fully developed as part of the Investment Grade Proposal. Please note that any disruption to the Authorities' properties is subject to approval from each of the Authorities.

1.2.8.3 Defects and Warranties

Warranties shall be provided for plant and equipment installed as part of ECMs.

Bidders shall be aware that the Defects Liability Period shall be a minimum of 12 calendar months from Actual Completion. The Contractor shall carry out all necessary maintenance and repairs to ECMs and their component parts to ensure correct operation of the ECMs in line with manufacturers requirements during this period.

The Contractor shall carry out all Defect works in a timely manner, in line with the EnPC Agreement. Where rectification works are not carried out in a timely manner, or where the Contractor fails to restore ECMs to normal operating performance, the Authority reserves the right to engage a third party to carry out repair of the installation with all costs and expenses charged to the Contractor.

Any repeated repair of a new product during the Defects Liability Period may require the material or accessories being replaced in their entirety by the Contractor.

1.2.9 Measurement & Verification (M&V) - Project Specific Requirements

An indicative M&V Plan specification, making up Schedule Part 2 of the Development Contract, and to be included in ITMC Volume 3, shall be provided by the Procuring Body during the ITMC period.

It should be noted, however, that the general principles of Measurement and Verification of services shall be undertaken in line with the general principles of the NDEE Framework and individual Framework Contractor Agreements, including the 'proving' of savings prior to Milestone 2 payment. For clarity, M&V requirements are to be in addition to the

requirements of the Defects Liability Period. Milestone Payment 2 funds and payment will be in addition to any retention associated with the Defects Liability Period or any other retention funds.

Individual M&V Plans will be required for each Authority Investment Grade Proposal. The following shall also be considered by each Bidder as part of the tender process:

1.2.9.1 M&V Advisor

Bidders will be required to sub-contract an M&V Professional(s) who will provide M&V Services for this project. Please note the Authorities reserve the right to appoint an independent M&V advisor for this project to review M&V Services (at its own cost).

1.2.9.2 Metering Equipment

Bidders should indicate whether additional metering is likely to be required to enable the M&V of the energy savings. Details on meter reading procedures should be outlined as part of the ITMC Proposal response. Expected number and type of meters along with their costs and those of any associated services must be included in the ITMC Proposal.

1.2.9.3 M&V Costs

Given the varying scale and costs associated with each of the Authorities' Works, the Procuring Body assumes that M&V Costs associated with each EnPC procured under the tender will be no more than 10% of GECP for each Authority.

Given the above, the Procuring Body and Authorities accept that smaller EnPC contracts, likely in the region of <£250,000, may incur Operational Verification type tests only as part of the M&V Plan proposals.

1.2.9.4 Authority Works

The Authority may implement additional ECMs or run behaviour change programmes resulting in energy and CO₂ savings prior to EnPC signatures, throughout the construction and M&V Savings Report periods. Measurement & Verification Plans and activities must take these into account, and energy and emissions savings from Authority works may potentially not be attributable to the Bidder's savings, both parties acting reasonably.

An identification of recently completed works, and planned future works, by each Authority are included in the Authority Data Packs. Bidders shall take cognisance of such works in development and submission of their ITMC Proposals. Ultimately the Shortlisted Bidder will be expected to work collaboratively with the Authorities during the IGP to ensure any identified work is considered in the final developed M&V Plan prior to EnPC signature.

1.2.10 Significant Authority Opportunities

As part of the Authority Data Packs, each of the Authorities have highlighted potential 'significant opportunities'. It is reinforced that the 'significant opportunities', are not mandated requirements, but opportunities that the Authorities themselves consider as potential priorities for their estates, within the AMRs and funding constraints.

1.2.11 Authority Policies

Bidders must adhere to any policies and processes of the Authorities included in this tender.

1.3 Development Contract

Responses to this ITMC will be included in the content of the issue of a Development Contract for each of the Authorities. The Development Contracts will be in place for the Investment Grade Proposal stages of the project. The Development Contract is a template contract which will be fully populated once the Shortlisted Bidder, who will carry out the development work associated with the Investment Grade Proposal, has been selected as part of this ITMC.

To re-iterate, 5 individual Development Contracts will be signed between the Shortlisted Bidder and each of the Authorities respectively.

Bidders shall be aware that their ITMC Proposals need to clearly stipulate a Guaranteed Energy Cost Performance and Total Contract Value for each Authority, which will be committed to at the Development Contract stage. This commitment is specific to this CEEP project procurement, given the funding requirements and programme dates. Bidders will need to support proposed 'spend and save' figures via their ITMC Proposals, and shall be subject to proving GECP levels during the IGP stage, prior to EnPC signature with each Authority.

The Procuring Body is in the process of developing the template Development Contract for each Authority, and will release developed template documents as part of ITMC Volume 2 release during the ITMC period for Bidder consideration. This will include project specific amendments to Template versions of Technical Schedule Parts (IGA and M&V Specifications), which will form Volume 3 of the ITMC Pack.

The following levels of insurance will be required for the Development Contract with each Authority:

Contractor's Insurance - Injury to Persons or Property

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £10,000,000

Insurance - Liability of Employer

- Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £10,000,000

Contractor's Designed Portion Professional Indemnity Insurance

- Amount of indemnity required: relates to claims or series of claims arising out of one event; and is £5,000,000
- Expiry of required period of CDP Professional Indemnity Insurance: 12 years

1.4 Energy Performance Contract

The EnPC follows the successful completion of the Investment Grade Proposal stage. The EnPC Agreement is intended to deliver specified GECP to each Authority. In circumstances where that performance is proved not to be achieved following M&V Savings Report

activities, the Contractor will suffer contractual penalties. However, where GECP is achieved and exceeded, there will be no sharing of such excess benefit with the Contractor.

As with the Development Contract, an individual EnPC will be signed between the Shortlisted Bidder and each Authority respectively.

The EnPCs utilised for this project will be the Design & Build variant. The Procuring Body is in the process of developing the template EnPC Agreement for each Authority, and will release developed template documents as part of ITMC Volume 2 release during the ITMC period for Bidder consideration.

The EnPC will detail the payment process associated with this project, a briefing of this can be found in section 1.8 of this ITMC Volume 1 document.

The following levels of insurance are required for each of the EnPC Agreements with the Authorities:

Contractor's Insurance - Injury to Persons or Property

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £10,000,000

Insurance - Liability of Employer

- Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £10,000,000

Contractor's Designed Portion Professional Indemnity Insurance

- Amount of indemnity required: relates to claims or series of claims arising out of one event; and is £5,000,000
- Expiry of required period of CDP Professional Indemnity Insurance: 12 years

1.5 Workforce Related Matters

The Bidders, and ultimately the Contractor, must commit to fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of the Development Contract and EnPCs.

It is expected that Bidders will have initiatives in place to:

- Promote a positive approach to rewarding staff at a level that helps tackle inequality (e.g. through a commitment to paying at least the Living Wage)
- Improve the wider diversity of your staff
- Provide skills, training, and opportunities to use skills which help staff fulfil their potential
- Avoid exploitative employment practices (e.g. in relation to matters such as the inappropriate use of zero-hours contracts)
- Take the engagement and empowerment of staff engaged on this contract seriously, including having arrangements in place to ensure trade union representation where possible
- Give staff an effective voice, ensuring organisational integrity is demonstrated with regards to the delivery of workforce related policies

The Bidders must comply with the Authorities' Equality & Diversity Policies, specifically in the following areas:

- Promote equal opportunities and eliminate discrimination.
- Do not discriminate either unlawfully or in terms of this policy; against other employees, job applicants, service users or customers of the Authority
- Draw to the attention of management any suspected discriminatory acts or practices
- Do not victimise any individuals who have made complaints or provided information for discrimination.
- Do not harass, victimise or intimidate other employees on any grounds or otherwise act in a discriminatory manner.

The Authorities' policies related to Equality and Diversity are embedded below:

- Edinburgh College –



Edinburgh College
- Equality and Diversity

- North East Scotland College –



NESCOL
equality-and-diversity

- West Lothian College –



WLC - Equality
Mainstreaming Report

- Borders College –



Borders College -
Equality, diversity and
inclusion

- Newbattle Abbey College –



NBA -
Equality-and-Diversity

1.6 Community Benefits

The Authorities are committed to maximising community benefits from contracts for works, goods and services in which they have an interest. Community benefits should improve the economic, social or environmental wellbeing of the Authorities' areas.

The Authorities place an emphasis on various social considerations, and are likely to seek to promote a number of outcomes under the Procurement Reform (Scotland) Act 2014 (the Act) in accordance with Procurement Strategies developed by them, including to maximise community and economic wellbeing, training and employment opportunities and involvement of SMEs and the third sector in contract delivery.

Relevant to the above, it is envisaged that Authorities may look to achieve outputs from amongst those that follow below, in performance of a Call-off from the NDEEF. Accordingly, the following are included as KPIs at Framework Level and are expected to be developed (including potentially to expand upon) by Bidders in this ITMC.

Employment and Training

- Creation/delivery of employment opportunities for young / unemployed / persons, and from within disadvantaged groups;
- Creation/delivery of training / upskilling outcomes;

Community and Educational

- Creation/delivery of educational initiatives / outcomes with students at the Authorities
- Creation/delivery of community outcomes for community organisations in which work is being undertaken;

SMEs / Third Sector / Sheltered Workshops

- Commitments to advertisement of contract opportunities
- Creation/delivery of sub-contract opportunities for SMEs / Third Sector / Sheltered Workshops; and
- Creation/delivery of activities aimed at enhancing the ability of SMEs / Third Sector / Sheltered Workshops to form part of supply chains.

1.7 Environmental Sustainability

Legally binding Public Bodies Duties are now in place as part of the Climate Change (Scotland) Act 2009 which require local authorities as “Major Players” to contribute to climate change mitigation (reduce greenhouse gas emissions) and adaptation (prepare for anticipated changes in the climate) and to act in a way considered most sustainable to support delivery of these ambitious targets.

The Authorities acknowledge they have a responsibility to balance social, economic and environmental objectives to ensure the wellbeing and sustainability of current and future generations.

The Authorities’ environmental sustainability vision is to ensure the Colleges are thriving, attractive and sustainable places where environmental impacts are minimised.

The environmental sustainability vision aims to ensure that the Authorities stay within environmental limits by addressing environmental sustainability in general and climate change and carbon reduction in particular.

Bidders must consider Authorities sustainable procurement and environmental requirements, and address impacts associated with the following activity areas:

- Transport and Supply Chain
- Energy Efficiency & Carbon Reduction
- Waste Minimisation, Recycling and Packaging Reduction
- Hazardous Materials and Chemicals

- Timber & Wood Products
- Whole Life Costing/Life-cycle Analysis

Bidders must also take cognisance of relevant regulations and requirements, including but not limited to the following

- Waste (Scotland) Regulations 2012
(<http://www.zerowastescotland.org.uk/content/waste-scotland-regulations>)
- All relevant Producer Responsibility requirements including WEEE;
- Special Waste; (<http://www.sepa.org.uk/regulations/waste/special-waste/>)
- Public Bodies Duties under the Climate Change Act (Scotland) Act 2009;
(<http://www.gov.scot/Topics/Environment/climatechange/howyoucanhelp/publicbodies/publicsector>)
- The Scottish Government's Zero Waste Plan
(<http://www.gov.scot/Topics/Environment/waste-and-pollution/Waste-1/wastestrategy>)
- Zero Waste Scotland's Circular Economy programme;
- Procurement Reform (Scotland) Act 2014 and section 36 'Procurement of recycled and recyclable products etc.' as part of Amendment of Climate Change Act;
- Procurement Reform (Scotland) Act 2014 and measures aimed at promoting fairly and ethically traded goods; and
- Climate Change Public Bodies Duties Reporting Requirements.
- Changes to the Scottish Building Standards

1.8 Pricing

Pricing for this project is to reflect rates agreed by the Framework Contractors for the NDEE Framework, whereby rates may meet or be lower/better than Framework Agreement rates, but not higher/worse for the Authority.

Payment for the works associated with this project will be split into two separate payments as specified in each EnPC: Milestone Payment 1 and Milestone Payment 2. Prior to Milestone Payment 1, all Works associated with the Investment Grade Proposals will be completed. The payment for the Works specified in the Investment Grade Proposals will be split as follows:

- Milestone Payment 1 will be 90%
- Milestone Payment 2 will be 10%

As detailed in the Framework Agreement, Milestone Payment 2 will be subject to the successful M&V of the ECMs. M&V requirements are detailed in section 1.2.9 of this ITMC Volume 1, and will be developed specific to each Authority as part of the Shortlisted Bidder's developed IGP and each individual EnPC agreement.

Bidders should note the following:

- The currency in which all prices, costs or rates stated on any templates/schedules/model must be quoted in British Pounds and whole pence (i.e. to two decimal places)
- All prices quoted should be inclusive of VAT

1.9 Continuous Improvement

Delivery of continuous improvement is essential as part of the services to be provided under this contract.

The Procuring Body recognise continuous improvement as on-going quantitative improvements delivered for:

- a. Reduction in whole life costs to the Authorities
- b. Service quality enhancements including:
 - Reliability
 - Delivery method
 - Quality assurance
 - User satisfaction.

Continuous improvement will be monitored by the Authorities as part of the process for contract management and review.

1.10 Security Clearance

PROTECTION OF VULNERABLE GROUPS SCHEME (PVG)

On 28th February 2011, the Scottish Government introduced a new membership scheme to replace and improve upon the disclosure arrangements for people who work with vulnerable people.

It is a requirement that all operatives employed on this contract are PVG (Protection of Vulnerable Groups) registered and the relevant documentation will require to be displayed to the Authority's Supervising Officer prior to the commencement of the contract.

Bidders are required to confirm that all staff, including those not registered with the Scottish Social Services Council, used in the provision of the services will have undergone PVG checks prior to starting work on the Authorities' sites.

Transitional periods and out of hours working will need to be managed on a site specific basis with the Shortlisted Bidder working collaboratively with the Authorities to develop an appropriate approach.

Bidders should note the following:

- Since the pre-employment vetting, security and nationality checks can take up to 6 weeks to complete, the Shortlisted Bidder/Contractor must ensure the availability of a 'pool' of pre-cleared temporary staff of sufficient size to meet the Authorities' requirements.
- Checks must have been completed prior to staff being put forward for work with the Authorities; however, the Authorities reserve the right to carry out additional and/or more in-depth checks where this is deemed necessary.
- Costs, incurred as a result of carrying out the required security procedures, will be borne by the Shortlisted Bidder / Contractor.
- The Shortlisted Bidder/Contractor is required to inform the Authorities if any staff involved in delivering the services are charged with, or convicted of any offence during the period of their assignment, and, should it be necessary, arrange for the service to be provided by another staff member.

1.11 Business Continuity / Management Information

The Shortlisted Bidder/Contractor shall be required to maintain an up to date Business Continuity Plan for the project including a specific element relating to the ongoing, uninterrupted provision of service for each of the Authorities.

1.12 Hours of Working

Bidders shall allow, and the Shortlisted Bidder/Contractor provide, staff that can work flexible hours. This may include Bank and Public Holidays, weekend and evenings as it is likely only non-teaching areas will allow works to be carried out during normal operational hours. Working hours and dates will be specified in the Framework Call-off Contract between both parties.

2. Instructions to Bidders

2.1 Instructions to Bidders

1. Submission of Tender.

Tenders must follow the contractual process of the Tender detailed in this ITMC Volume 1.

The Procuring Body at the Procuring Body's sole option may reject Tenders, not complying with these instructions in any material particular. The decision of the Procuring Body in the matter shall be final.

In submitting a Tender, the Bidder acknowledges having read and accepted the following conditions.

2. Entries on Tenders.

All entries, including unit prices (where applicable) and totals or any other endorsements entered on the Tender by the Bidder must be typewritten and be initialled.

3. Electronic Tenders.

All tendering exercises are conducted electronically using Public Contracts Scotland (PCS). All tender documentation will be uploaded into the PCS site and it shall be the responsibility of the Bidder to ensure that all information is downloaded.

4. Return of Tender.

Completed Tenders must be uploaded into the correct Postbox on PCS by **12:00pm on Monday 6 February 2016**. Additional information, as requested within the ITMC, shall also be uploaded.

Bidders should ensure that sufficient time is allowed for the uploading of their completed Tender. Uploading can be made at any time the Postbox is open and the Postbox will close at the specified time regardless of an upload taking place.

Bidders shall be aware that they can submit up to 100 attachments in response to a Notice or Quick Quote on PCS, through the Postbox Response Workspace. There is a combined limit of 30MB per response, although, if required, you can make more than one response to the same Notice or Quick Quote through the Postbox Response Workspace, so long as the deadline has not passed. Within each response, individual attachments should be no larger than 10MB in size.

Where Bidders identify concern with the size of Postbox on PCS, they shall alert the Procuring Body no less than 5 business days before the ITMC return date, for consideration of alternative submission means. The Procuring Body is not obliged to provide alternate means of tender return.

5. Receipt and Custody of Tender.

No Tender will be considered unless it is received by the specified time as hereinafter defined and in the manner specified within the Invitation to Tender. Failure to complete any part of the Tender may also incur rejection of the Tender.

6. Late Tenders.

Late Tenders will not be considered.

7. Explanation of Tender Documents.

(a) Where Bidders have any inquiries arising from the Contract Documentation which may have a bearing on the offer to be made this should be done by sending a question to the buyer via the PCS message facility. Where such an enquiry has been made, a copy of the enquiry and a copy of the written reply from the Procuring Body will be submitted via the PCS site.

(b) No representation, explanation or statement made to a Bidder or anyone else by or on behalf of the Procuring Body or Authorities, as to the meaning of any of the Tender documents or otherwise in clarification as aforesaid shall bind the Authorities in the exercise of their powers and duties under the subsequent Contract.

(c) The Authorities reserve the right to make changes of a drafting nature to the Contract detail. The Bidder shall accept such changes without reservation.

8. Contract Documents to take Precedence.

The information given in these Instructions for Tendering is given in good faith for the guidance of Bidders, but if there is any conflict, the Conditions of Contract shall take precedence.

9. Samples.

Where the tender is for the supply of goods or materials, the Bidders, if requested by the Procuring Body, shall at his own risk and expense submit samples, but on no account must any samples be enclosed with the Tender. Samples will be returned, where appropriate, and upon request, to unsuccessful Bidders as soon as possible.

10. Additional Conditions.

Tenders made subject to conditions which are additional or alternative to the Authorities' General or Special Conditions of Contract, which constitute part of this ITMC document or associated Development Contract and EnPC, may not be considered and may be refused on the grounds of such conditions alone.

11. Alternatives.

If a Bidder offers alternatives to the requirements specified in this tender document, it will be the Bidder's responsibility to demonstrate that the alternatives are fit for the purpose for which they are required.

12. Unit Price.

Where appropriate, the unit price Tendered for each item must be entered in a "Rate" column and extended to the "Total" column in accordance with the quantity specified.

13. Net Prices.

The prices quoted within the commercial responses must be strictly net prices and must be inclusive of Value Added Tax. Cash discounts, if any, should be shown separately.

14. Firm Offer.

All prices quoted in the Bidders ITMC Proposal response will be held to be fixed prices for the duration of the period of the contracts and not subject to any adjustment whatsoever unless otherwise clearly stated in the ITMC Proposal.

15. Alterations and Erasures.

Where examination of Tenders reveals obvious errors or discrepancies which would affect the Tender figure(s), these errors will be dealt with in the following manner;

(a) Any arithmetical errors, will be rectified by the appropriate officer checking the Tender(s) and the amount of the Tender(s) shall be held to be the amount of the document(s) so rectified and the Bidder(s) informed of the corrected amount.

(b) Where there is an obvious and genuine error in rates occurring, the Bidder(s) will be given the opportunity of confirming or withdrawing, this to be done in writing.

At the Procuring Body's sole option, the Bidder may be given the opportunity to amend an error in rates.

16. Incomplete Tenders.

Bidders should ensure before returning the Tender documents that the same have been properly completed and that all information requested in the Tender specification has been clearly and accurately stated in the Tender, as failure to do so may result in the Tender not being considered.

17. Selective Tender.

Tenders must be for all the articles mentioned in the Tender specification, unless otherwise stated in the Tender specification.

18. Validity Period.

Tenders will be binding for 90 days from the closing date for the receipt of Tenders unless otherwise specified by the Procuring Body in the Tender documents.

19. Acceptance of Tenders.

If the Procuring Body decides to appoint a Tenderer on the basis of any of the Tender(s) submitted, the Shortlisted Bidder will receive a letter of acceptance of Tender. The receipt of this acceptance letter will form the documentation to proceed to Development Contract with each Authority.

20. The Procuring Body's Rights Relating to Offers.

The Procuring Body is not bound to accept the lowest or any Tender and reserves the right to accept any Tender in whole or in part. The Procuring Body and Authorities will not accept responsibility for any expense incurred by any Bidder in the preparation of its Tender.

21. Specification and Standards.

All Tenders for the execution of works or for the supply of goods or materials shall be based on a definite specification except where the Procuring Body and Authorities decides otherwise in a particular case or in respect of specified categories of contract. All written contracts, where a specification issued by British Standards Institute or European equivalent is current at the time of the Tender and is applicable, shall require, as a minimum, that goods and materials used in their execution shall be in

accordance with that specification. It will be a requirement of every Tender issued by the Procuring Body that the Bidder must be operating a Health & Safety Policy that conforms with Government Legislation.

22. Blacklisting

Bidders must not commit any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Authority to terminate the contract with immediate effect.

2.2 Contractual Arrangements

2.2.1 The contractual arrangements for this procurement consist of:

(i) the Development Contract

and

(ii) the EnPC – D & B Contract

2.2.2 Transfer of Undertaking of Protection of Employment (TUPE) 2014 (Information Only)

The Contractor recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the EnPC, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall (a) transfer to the Contractor on the commencement of the EnPC; (b) transfer to another Contractor on the expiry of the EnPC.

During the period of six months preceding the expiry of the EnPC or after the Authorities have given notice to terminate the EnPC or the Contractor stops trading, and within 20 working days of being so requested by the Authorities, the Contractor shall fully and accurately disclose to the Authorities or to any person nominated by the Procuring Body and Authorities, information relating to employees engaged in providing the Services in relation to the EnPC in particular, but not necessarily restricted to, the following:

- (a) The total number of personnel whose employment with the Contractor is liable to be terminated at the expiry of this EnPC but for any operation of law;
- (b) For each person, age and gender, details of their salary, date of commencement of continuous employment and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given);
- (c) Information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and
- (d) Details of pensions entitlements, if any.

The Contractor shall permit the Procuring Body and Authorities to use the information for the purposes of TUPE and of re-tendering, which shall include such disclosure to potential Contractors as the Procuring Body and Authorities consider appropriate in connection with any re-tendering. The Contractor will co-operate with the re-tendering of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

The Contractor agrees to indemnify the Procuring Body and Authorities fully and to hold them harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information required under this Condition.

In the event that the information provided by the Contractor in accordance with this Condition becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Procuring Body and Authorities of the inaccuracies and provide the amended information. The Contractor shall be liable for any increase in costs the Authority may incur as a result of the inaccurate or late production of data.

2.3 Bidders Day and Site Visits

A Bidders Day/Meeting is proposed to be arranged, indicatively proposed for the week commencing 9 January 2017. The full details of the Bidders Day/Meeting, including location, time, format and maximum number of Bidder attendees shall be confirmed via a PCS notification in advance of the day.

No site visits have currently been arranged at the Authorities estates, however the Procuring Body reserves the right to hold site surveys at some or all of the Authorities estates during the ITMC period. It is noted that site visits are unlikely, should they be arranged, to occur before the week commencing 9 January 2017. The full details of any site visits, including location, time, format, access and maximum number of Bidder attendees shall be confirmed via a PCS notification in advance

It is encouraged that Bidders provide clarification or information requests as early in the ITMC period as possible, to support an effective Bidders Day/Meeting and any site visit arrangements.

2.4 Award Notification

Bidders will be notified of the outcome of their tender submission once the tender evaluation panel has completed the evaluation of all tenders.

2.5 Indicative Procurement Timetable

2.5.1 Please note that the dates below are estimates and may be subject to change.

Table 4. Indicative ITMC Programme Dates

Activity	Date
Bidders ITMC Proposals Return Date	6 February 2017
Evaluation of Bidders' ITMC Proposals and Appointment of Shortlisted Bidder	6-20 February 2017

Activity	Date
Population of Development Contract and Signature between Shortlisted Bidder and each Authority	21-27 February
Shortlisted Bidder Develops IGP	28 February – April 2017
Evaluate and Approve IGPs	May 2017
Develop EnPC Agreement and Schedules and Sign EnPC	May 2017

2.6 Evaluation Questions and Bidder Responses

Bidders must respond to the evaluation questions detailed in sections 4 and 0 of this document as identified in the Instructions to Bidders in section 2.1 of this ITMC Volume 1.

3. ITMC Bidder Agreement

3.1 Queries

3.1.1 Bidders may submit questions on the requirement or any other aspect of this ITMC through the questions facility via PCS.

3.1.2 Responses to those questions raised during the tendering period will be answered via PCS. The closing date for raising questions is 1200 hrs on Monday 23 January.

3.2 Invitation to Tender (ITMC)

3.2.1 It is the responsibility of the Bidder to obtain for themselves at their own expense any additional information necessary for the preparation of their tender.

3.2.2 All information supplied by the Procuring Body in connection with the ITMC shall be treated as confidential by Bidders except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.

3.2.3 Bidders must submit their completed tender via the Scottish Government's electronic tendering system (PCS). Large electronic files may take time to download and Bidders should ensure that sufficient time is allowed for this to be done. The speed with which submissions are made are dependent on the size of the document and inclusion of graphics, logos, photographs etc should be omitted wherever possible. Electronic signatures are not required where documents are submitted electronically. Please refer to section 2.1 of this ITMC Volume 1 for instructions to bidders and tender response dates and submission requirements.

3.2.4 The Procuring Body and Authorities reserve the right to withdraw the requirement at any stage prior to the award of the contract.

3.2.5 The Procuring Body reserve the right to amend the ITMC documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered and dated. Where amendments are significant, the Procuring Body may, at their discretion, extend the deadline for receipt of tenders.

3.2.6 This ITMC and any associated correspondence are subject to the laws of copyright and must not be reproduced, whether in whole or in part, without the prior written consent of the Procuring Body other than for the purpose of compiling and submitting a bid.

3.2.7 Bidders may not in any way advertise or publicly announce that they are entering into discussions with and/or undertaking work for the Procuring Body and Authorities without the prior written consent of the Procuring Body and Authorities.

3.2.8 The Bidder will bear all costs associated with this tendering exercise.

3.3 Requests for Clarification or Further Information

3.3.1 The Procuring Body may, as appropriate, enter into tender clarifications and commercial discussions with any Bidder(s).

3.3.2 Request for clarifications shall be in writing and if deemed appropriate, a bid clarification meeting with shortlisted compliant Bidder(s) to clarify/ verify their tender submissions may be

convened. The outcome of the clarifications may lead to an increase or decrease in the initial evaluation award criteria scores.

3.4 Right to Reject and/or Disqualify

3.4.1 The Procuring Body may, without liability or obligation to any Bidder:

Accept or reject any tender;

- (i) Reject any tender which, in their opinion, does not comply with the requirements stated in the Specification of Requirements;
- (ii) Accept only such part or parts of any tender they deem to be appropriate;
- (iii) Cancel the ITMC process and reject all tenders at any time prior to the award of a Contract.

3.5 Misleading or Falsification of Documents

3.5.1 Bidders will be deemed to have examined all the documents enclosed with this ITMC and will be held to have fully informed themselves as to the nature and extent of the requirements detailed in the ITMC. Bidders must check the accuracy of their tender submission prior to return, paying particular attention to clerical errors and omissions. The Procuring Body may, at its own discretion, seek clarification regarding any concerns over accuracy of tendered responses. Bidders will not be permitted to amend Tenders after submission. The Procuring Body reserves the right to disqualify tenders where misleading or falsification of documents has occurred. In the case where the misleading or falsification of documents is not discovered until after a contract is awarded, the Authorities reserve the right to determine the contract and all costs incurred by the Procuring Body and Authorities as a result of the determination and to recover those costs from the Bidder.

3.5.2 Any statements or information given that are subsequently found to be untrue may, at the absolute discretion of the Procuring Body and Authorities, result in disqualification of the Bidder from the competition or in the event of the award of any contract, to the termination of such a contract.

3.6 Freedom of Information

3.6.1 All information submitted to the Procuring Body and Authorities may need to be disclosed and/or published by the Procuring Body and Authorities. Without prejudice to the foregoing generality, the Procuring Body and Authorities may disclose information in compliance with the Freedom of Information (Scotland) Act 2002 ("FOISA") and/or the Environmental Information (Scotland) Regulations 2004 ("EIRS") or otherwise, (the decisions of the Procuring Body and Authorities in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

3.7 Canvassing

3.7.1 Any Bidder who directly or indirectly canvasses any officer, member, employee, or agent of Procuring Body or Authorities concerning the award of the Contract and/or the process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other Bidder, Tender, or proposed Tender may be disqualified.

3.8 Non-Conclusive

3.8.1 If following evaluation of the ITMC responses the result is non-conclusive, multiple Bidders may be taken forward to the Investment Grade Proposal stage.

3.9 Collusion

3.9.1 Any Bidder who:

- (i) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- (ii) communicates to any party other than Procuring Body and Authorities the 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
- (iii) enters into any agreement or arrangement with any other party that such other party will refrain from submitting a Tender; or
- (iv) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- (v) 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, will (without prejudice to any other civil remedies available to the Procuring Body and Authorities and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

3.10 Conflict of Interest

3.10.1 Bidders must disclose in their ITMC response any circumstances, including, without limitation, personal financial and business activities that would, or may be likely to, give rise to a conflict of interest between the Procuring Body and Authorities and/or any sub-contractors or members of the Bidder's consortium and the Bidder. Where a Bidder identifies any actual or potential conflicts of interest in their response to this ITMC, it must state how it intends to avoid such conflicts. The Procuring Body and Authorities reserves the right to reject any response to this ITMC which, in the Procuring Body's or Authorities' opinion, gives rise, or may be likely to give rise to, a conflict of interest.

4. Mini-Competition Evaluation Criteria

The Mini-Competition Evaluation Criteria are divided into 3 types:

- General
- Technical
- Commercial

Each is described below:

Table 5. Mini-Competition Evaluation – Weighting Summary

Section	Question No	Title	Section Question Weighting
General	1	Acceptance of Compliance with Framework Agreement and template Contracts	Pass/Fail
Technical Questions	TQ1	Proposed ECMs and Ability to Meet and Exceed the Authority's Preferred Savings Target Level	17.5%
	TQ2	Approach to Operation and Whole Life Costing	19%
	TQ3	Project Delivery Team	15%
	TQ4	Framework Contractor's methodology and approach to developing Investment Grade Proposals	15%
	TQ5	Approach to Measurement and Verification	8%
	TQ6A	Project Programme	Pass/Fail
	TQ6B	Addressing Authorities' Specific Requirements in the Construction Phase, Including Programme and Key Dates and Approach to Managing the Project	17.5%
	TQ7	Community Benefits	3%
	TQ8	Environmental Sustainability	3%
	TQ9	Workforce Matters	2%
Technical Response Weighting 80%			
Commercial Questions	CQ1A	Overhead, Profit and Risk Pricing	5%
	CQ1B	Total Contract Values and Simple Payback Analysis	Pass/Fail
	CQ1C	Guaranteed Energy Cost Performance	80%
	CQ2	Investment Grade Proposals (IGPs) Pricing	15%
Commercial Response Weighting 20%			

4.1 General

Q1.

Acceptance of Compliance with Framework Agreements and template Contracts

(Mandatory – Pass/Fail)

Bidders are required to confirm the following:

1. Bidders agree that all tender and contract activities associated with this project, including all proposals and service offerings, will follow the NDEE Framework Agreement between your organisation and Scottish Government Procurement, including acceptance of the standard form terms and conditions of the Development Contract and Energy Performance Contracts, as amended by the Procuring Body and Authorities in ITMC Volume 2.

Yes (Pass) / No (Fail)

4.2 Technical Questions

This section allows the Procuring Body to evaluate all technical aspects of the tender out-with cost. For avoidance of doubt, all individual Technical Questions will be scored as whole and no sub-criteria has been applied per question.

TQ1.

Proposed ECMs and Ability to Meet and Exceed the Authority's Preferred Savings Target Level

(Technical Question Weighting – 17.5%)

The Procuring Body wishes to ensure that the ECMs selected and installed can be procured and installed within the project programme requirements, whilst maximising the annual energy cost savings that can be achieved for the total capped level of investment identified in the Authorities' Minimum Requirements within the Statement of Requirements of this ITMC.

Please provide an overview of the approach your organisation has taken to selecting ECMs for each of the Authorities in order to meet and exceed the Authority Minimum Requirements.

Bidders should identify their reasoning and approach to selecting ECMs, clearly setting out proposals and proposed energy and emissions savings for each of the Authorities.

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Clarity of proposals for each Authority
- The level of detail within the plans and detail of understanding of the ITMC and Authority Data Packs
- Awareness of the project constraints in respect of the selection of ECMs and approach to meeting and overcoming such constraints
- The range of technical solutions proposed by the bidder to meet or exceed the AMRs
- kWh and CO₂ reduction savings
- Deliverability of the proposed solution
- Measures your organisation would propose to reduce ongoing maintenance costs through implementation of proposed ECMs
- Added environmental conditions benefits of the proposed solution, including approach to redecoration and/or making good after works are complete

Maximum content: 2,000 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ2.

Approach to Operation and Whole Life Costing

(Technical Question Weighting – 19%)

The Authorities wish to minimise operation, maintenance and replacement costs of ECMs during their whole life.

Please provide an explanation of how you will calculate and present Whole Life Costs of proposed ECMs, and identify how, through your selection of ECMs and quality of plant and equipment, you will minimise maintenance, operation and other ongoing costs to the Authority during the whole life of each ECM. Responses should also identify how the Whole Life Cost approach has been considered for each of the Authorities as part of the selection of ECMs for the respective buildings.

The Authorities further expect persistence of savings and useful economic life of ECMs to outweigh the 'ECM Payback' of measures, and Bidders are required to explain their approach to the selection of ECMs to maximise those measures where persistence factors and useful economic lives exceed ECM Payback. Salix Finance persistence factors for ECMs, as of August 2016, shall be used in all assessments and responses.

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Clarity and detail of approach and response with respect to minimising maintenance requirements and ongoing costs of proposed ECMs for each Authority
- Extent and detail of Whole Life Costs and benefits analysis, assessing the complete lifecycle costs of ECMs including replacement and decommissioning.
- Evidential proof of quality of proposed materials, plant and equipment
- Commitment to ECMs where persistence factors and useful economic lives exceed the ECM Payback

Maximum content: 2,000 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ3.

Project Delivery Team

(Technical Question Weighting – 15%)

Please provide a statement that details your management and supervisory teams for the project, and the professional and technical skills available within your organisation that are relevant to this project. This statement should incorporate:

- Details of your proposed delivery team for IGPs, construction and operation/savings stages, including your in-house resources and your proposed suppliers and subcontractors.
- An organogram highlighting the positions of key staff / roles in developing this project. This should identify teams for each Development Contract and EnPC with respective Authorities, and any 'bundling' of Project Team Resources to deliver the 5 contracts.
- CVs of your key team personnel - these can be attached as a separate document. CV word counts will not be counted towards the maximum content identified below, but are to be limited to a single page.
- How your team will be able to address performance issues either remotely and where necessary on site at each of the Authorities

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Experience and expertise of in house resource, suppliers and subcontractors in the successful delivery of the proposed ECMs
- Extent and capacity of personnel, suppliers and sub-contractors to undertake all stages of the Work within the project programme dates
- Approach to timely response to onsite performance issues for each Authority

Maximum content: 1,500 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ4.

Framework Contractor's Methodology & Approach to Developing an Investment Grade Proposal

(Technical Question Weighting – 15%)

Making reference to section 1.2.3 (Programme and Key Dates), the wider Statement of Requirements and the Authority Data Packs please provide an overview of the approach your organisation will take to the Investment Grade Proposals, specifically your organisation's methodology for delivering and approach to:

- Facilitating multiple IGPs concurrently at the varying locations of the Authorities, within the Programme and Key Dates and complex and challenging project constraints
 - o This should include the Bidders approach to undertaking IGP works as efficiently as possible to maximise construction periods in consideration of mitigating programme risks
- Permitting uninterrupted service delivery on the part of the Authorities and including specific Authorities requirements.
- Gathering and analysing data and developing technical / service solutions.

- Risk and risk reduction. Including how you will manage the risks associated with failure to deliver the works within the project programme constraints or savings not being realised within the Simple Payback periods.
- Ensuring high quality standards in the design of your technical solution, and high quality of material/plant and equipment specification, including your approach to warranties offered for ECMs and their component parts

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Approach and capacity to undertake multiple IGPs concurrently, following Development Contract signature, at the Authorities' locations within the Programme and Key Dates
- Approach to exceeding Programme and Key Date requirements, facilitating extended construction periods in consideration of mitigating programme risks
- Ability to accommodate complex operating constraints and avoid service interruption
- Demonstration of a clear and specific commitment to international standards and industry best practice in the design of technical solutions and specification of high quality materials, plant and equipment
- Ability to deliver solutions that are aligned to the Authorities' requirements

Maximum content: 1,350 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ5.

Approach to Measurement and Verification

(Technical Question Weighting – 8%)

Please provide your organisations methodology for developing a Measurement and Verification (M&V) Plan for each Authority.

This should include an outline M&V Plan for each Authority detailing:

- your proposed M&V advisor,
- how you intend to monitor performance under the EnPC,
- details of any metering / management / systems you will install to underpin M&V,
- your approach to assessing / measuring / verifying baseline data and savings,
- how you will report project performance and benefits of interactions between ECMs (i.e. key performance indicators and success criteria)

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Clear approaches to M&V Plans for each Authority, including creating baseline performance data and making adjustments in a fair manner

- Demonstration of a clear and specific commitment to UK and International standards and industry best practice in the approach to M&V
- The installation of software and hardware as part of ECMs to facilitate robust M&V savings analysis, where appropriate
- Approach to managing data during the M&V Savings Report period, and minimising reliance on the Authorities for data collation
- Commitment to M&V and guaranteed savings, in particular beyond year one for Measurement Verification approaches.

Maximum content: 1,250 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ6A

Project Programme

(Technical Question Weighting – Mandatory Pass/Fail)

Please provide a project programme which shows your approach to delivering the Project from ITMC Proposal stage through to conclusion of the EnPC with each Authority. All project stages and Key Dates, including but not limited to the Development Contract, EnPC development and EnPC signature, construction period, commissioning and testing, Operational Verification, snagging and rectification and Milestone Payment 1 shall be included in the programme.

The programme shall meet the Authorities' requirements and clearly show compliance with the Authority Key Date requirements as identified in section 1.2.3 (Programme and Key Dates) of this ITMC Volume 1.

The programme shall be clear in respect of each project stage and corresponding dates of delivery, including anticipated Authority review and approvals periods of deliverables at each stage.

Evaluation Criteria:

- A Bidder will be deemed to Pass this mandatory question on provision of a clear project programme, meeting the requirements set out in the question
- A Bidder who does not provide a project programme or provides a project programme which does not meet the requirements of the question, shall be deemed to fail, and will deem the ITMC Proposal non-compliant.

TQ6B

Addressing Authorities' Specific Requirements in the Construction Phase, Including Programme and Key Dates and Approach to Managing the Project

(Technical Question Weighting – 17.5%)

Please explain your organisation's approach to the construction phase (including any preparation, construction and commissioning activities and taking account of specific requirements such as – project programme, opening hours, out of hours working, college holidays etc).

Reference to your project programme in technical question TQ6A should be made, identifying the key programme challenges, and your approach to overcoming these during the differing project stages.

The installation of ECMs will have to consider the impact on the everyday use of these buildings so that disruption to activities is kept at a level acceptable to the Authorities. Where there is likely to be a significant impact on staff or on the delivery of essential services such as water, heating or cooling, work will likely have to be carried during out of office hours. Where closures of buildings or parts of buildings are required for works to be carried out these should be for a limited period only, taking into account the peak, off peak and out of hours working. This will need to be detailed clearly in your response.

The Authorities buildings will continue to be occupied throughout the duration of the project, with reduced operation during non-term times. Please note that any disruption to Authorities' properties is subject to approval from the Authorities.

The statement should also incorporate a strategy for managing the work on site (ECM implementation). Including:

- Project management - including stakeholder management, management and vetting of sub-contractors. Approach to managing multiple concurrent construction programmes and maintaining the quality of your work and any sub-contractor's work.
- Proposed approach to service continuity / minimising service interruption including how the implementation strategy will be scheduled, managed and co-ordinated to help minimise disruption at each of the Authorities' sites
- Clear, specific commitment to UK and International standards and industry best practice in the installation (construction phase) of your technical solution, including health and safety standards.
- Approach to meeting specific Authorities requirements / policies during construction phase
- Methodology for commissioning and handover (including training)
- Approach to active risk management with a brief risk register and strategy for maintaining project programme and ensuring service continuity and minimising service interruption across the Authorities

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Clarity and detail in creating an appropriate and deliverable Project programme, which identifies and considers the Authorities key requirements detailed in this ITMC, in particular the Programme and Key Dates requirements
- Management approach to delivering the programme on time and to budget
- Ability to minimise service interruption to the Authorities
- Clarity and quality of handover approach to Authorities to successfully manage ECM performance

Maximum content: 1,500 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ7.

Community Benefits

(Technical Question Weighting – 3%)

As detailed in section 1.6 (Community Benefits) of this ITMC Volume 1, the Authorities are committed to maximising community benefits from contracts for works, goods and services in which they have an interest. Community benefits should improve the economic, social or environmental wellbeing of the Authorities' areas. With reference to the general Community Benefits requirements of the Authorities in section 1.6 of this ITMC Volume 1, please specify how you intend to approach and deliver Community Benefits requirements for each individual Authority.

Your response should outline:

- Approach to engaging with each Authority, and understanding their Community Benefit requirements
- Identification of how Community Benefits can and will be delivered (within Authority Total Contract Values) with each Authority
- How achievement will be evidenced

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Demonstration of how you will successfully engage with Authorities and agree Community Benefit outcomes
- Demonstration of a strong commitment to delivering Community Benefits for each of the Authorities

Maximum content: 600 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ8.

Environmental Sustainability

(Technical Question Weighting – 3%)

Please specify how your organisation will comply with the environmental sustainability requirements set out in 1.7 (Environmental Sustainability) of this ITMC Volume 1, and how you will implement your own Environmental and Sustainability policies in the development and delivery of this project.

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- how you will implement your own Environmental and Sustainability policies in the development and delivery of this project in line with the Authorities' own Environmental Sustainability requirements
- Approach to developing and reporting on any Environmental Sustainability KPIs

Maximum content: 600 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

TQ9.

Workforce Matters

(Technical Question Weighting – 2%)

Please specify how your organisation will comply with the Workforce Matters requirements set out in 1.5 (Workforce Matters) of this ITMC Volume 1, including:

What initiatives you will implement to:

- Promote a positive approach to rewarding staff at a level that helps tackle inequality (e.g. through a commitment to paying at least the Living Wage)
- Improve the wider diversity of your staff
- Provide skills, training, and opportunities to use skills which help staff fulfil their potential
- Avoid exploitative employment practices (e.g. in relation to matters such as the inappropriate use of zero-hours contracts)
- Take the engagement and empowerment of staff engaged on this contract seriously, including having arrangements in place to ensure trade union representation where possible
- Give staff an effective voice, ensuring organisational integrity is demonstrated with regards to the delivery of workforce related policies

Please also explain your approach to working with the Authorities, in reference to their Equality and Diversity requirements, specifically to:

- Promote equal opportunities and eliminate discrimination.
- Not discriminate either unlawfully or in terms of this policy; against other employees, job applicants, service users or customers of the Authority
- Draw to the attention of management any suspected discriminatory acts or practices
- Not victimising any individuals who have made complaints or provided information for discrimination.
- Not harassing, victimise or intimidate other employees on any grounds or otherwise act in a discriminatory manner.

Evaluation Criteria:

The following matters will be considered when assessing a Bidder's response: -

- Bidders commitment to:
 - engagement and empowerment of workers

- adoption of fair employment practices
 - provision of relevant skills and training to its workforce
 - ensuring workers are not exploited
 - ensuring effective employee representation
- Approach and commitment to working with the Authorities to ensure Equality and Diversity requirements are considered and met

Maximum content: 600 Words*

*Note: Word Count must be stated below your answer. It must be as calculated by Microsoft Word. The format of the answer must be as a Microsoft Word file. Content beyond the above maximum Word Count will not be considered.

4.3 Commercial Questions

CQ1A.

Overhead, Profit and Risk Pricing

(Commercial Question Weighting – 5%)

This question assesses a Bidder's total tendered percentage additions for Overheads, Profits and the Performance Guarantee Risk Premium (the 'Accumulated %'). These represent the maximum percentage values that can be applied to the project.

These can be lower or equal to those bid at Framework ITMC but not higher.

The Total Contract Value (£4,500,000 including VAT) must not be exceeded.

Bidders are required to populate the below table as part of their commercial response under Question CQ1A.

Item	%	Contract Value (£ inc. VAT)	Item Value (£ inc. VAT)
<i>Example: Overhead</i>	<i>5</i>	<i>4,500,000</i>	<i>225,500</i>
CQ1A.1 Overhead			
CQ1A.2 Profit			
CQ1A.2 Risk			
CQ1A.4 Sub-Total ("Accumulated %")			
CQ1A.5 Contract Value (=100-CQ1A.4)			
CQ1.1.7 Total Contract Value	100%		

NOTE - The expected values requested in the table above are capped by the Framework Agreement – the information provided should not exceed the agreed NDEE Framework Agreement percentages.

Please see section 5.3.1 for evaluation methodology.

CQ1B.

Guaranteed Total Contract Values and Simple Payback Analysis

(Commercial Question Weighting – Pass/Fail)

As part of the Authorities Minimum Requirements, the Procuring Body has set a maximum capital expenditure (Total Contract Value) for the Project, alongside minimum Total Contract Values per Authority and a maximum Simple Payback for each.

The GECP is defined as the reduction in energy cost to be achieved through the installation of ECMs included in and guaranteed under each EnPC, as detailed in Section 1 Statement of Requirements of this ITMC Volume 1.

The Total Contract Value shall be inclusive of all costs as identified in section 1.2.7.1 of this ITMC Volume 1.

Bidders are required to identify the level of 'spend and save' for each of the Authorities, as identified in the table below:

Authority	Total Contract Value		GECP		Simple Payback	
	Ref	Value (£ inc VAT)	Ref	Value (£ inc VAT /year)	Ref	Value (Years)
Edinburgh College	C1		GECP _{s1}		C1/ GECP _{s1}	
NES College	C2		GECP _{s2}		C2/ GECP _{s2}	
West Lothian College	C3		GECP _{s3}		C3/ GECP _{s3}	
Borders College	C4		GECP _{s4}		C4/ GECP _{s4}	
Newbattle Abbey College	C5		GECP _{s5}		C5/ GECP _{s5}	
Total (All Authorities)	ΣC1 to C5		Σ GECP _{s1} to GECP _{s5}		(ΣC1 to C5) / (ΣGECP _{s1} to GECP _{s5})	

Bidders are required to prove, through completion of the above, that the:

- Total Contract Value at each Authority exceeds the minimum spend for each, as identified in the Authorities' Minimum Requirements in section 1.2.2 of this ITMC Volume 1
- Total Contract Value for all Authorities does not exceed the Authorities Minimum Requirements of a capped total cost of £4,500,000 including VAT
- Total level of Guaranteed Energy Cost Performance (GECP) and Total Contract Value for the project as a whole does not exceed a Simple Payback of the investment of more than 15 years
- GECP and Total Contract Value proposed for any one Authority does not exceed a Simple Payback of the investment of more than 20 years

CQ1C.

Guaranteed Energy Cost Performance

(Commercial Question Weighting – 80%)

The Procuring Body wishes to maximise the Guaranteed Energy Cost Performance (GECP) for the Total Contract Value, whilst maintaining value for money in investment.

The GECP is defined as the reduction in energy cost to be achieved through the installation of ECMs included in and guaranteed under each EnPC, as detailed in Section 1 Statement of Requirements of this ITMC Volume 1.

The GECP will be evaluated through a 'GECP Metric' derived through the following formula:

$$\text{GECP Metric} = 100 \times (S/T)$$

Where:

- S is the sum value of Bidder's forecast of GECP (£/annum inc. VAT) for all five Authorities
- T is the Procuring Body-set GECP threshold (£450,000/annum inc. VAT)

An example of scoring is provided in section 5.3 of this ITMC Volume 1.

Bidders are required to populate the below table as part of their commercial response under Question CQ1B.

Item	GECP	
	Ref	Value (£/annum)
Edinburgh College	GECP _{s1}	
NES College	GECP _{s2}	
West Lothian College	GECP _{s3}	
Borders College	GECP _{s4}	
Newbattle Abbey College	GECP _{s5}	
Bidder's forecast GECP (Sum of GECP _{s1} - GECP _{s5})	Sum of GECPs, S	

Please see section 5.3.1 for evaluation methodology.

CQ2.

Investment Grade Proposals (IGPs) Pricing

(Commercial Question Weighting – 15%)

The IGPs will comprise the commercial offer for each Authority, including two key technical documents: The Investment Grade Audit and the Measurement and Verification Plan.

The commercial content of the IGPs will include similar commercial criteria as the ITMC Proposal, but with greater detail and specificity.

NOTE: the IGPs are informed by the IGAs. The IGAs will be a detailed technical report to be submitted by the Shortlisted Bidder at Stage 2 of the mini-competition. It will address all of the facilities included in the mini-competition for each Authority, covering the technical solution in considerably more detailed than the ITMC Proposal, including a specific register of ECMs the Shortlisted Bidder will implement, itemising both costs and annual savings.

Tendered Value for Investment Grade Proposals

Bidders are required to populate the below table as part of their commercial response under Question CQ2, detailing its 'IGPs Charge'.

Authority	IGP Tendered Value (£)
Edinburgh College	
NES College	
West Lothian College	
Borders College	
Newbattle Abbey College	
Total fixed price of all Investment Grade Proposals, including VAT ('IGP Charge')	

Please see section 5.3.1 for evaluation methodology.

Tendered Day Rates for Investment Grade Proposal

Bidders shall complete the following table with the Hourly Rates that you have applied to calculate your IGP Charge.

The table below has been included to allow the Procuring Body to understand who is involved in developing the IGP and what level of input is contributed by each member of the team.

	Role	Experience (for guidance)	Hourly Rate	Value (£)
1	Project Manager	Relevant professional qualification		
2	Senior Professional Audit / Analysis Engineering Resource	Relevant professional qualification with at least 5 years post-qualification experience		
3	Senior Professional Design Engineering Resource	Relevant professional qualification		
4	Professional Audit / Analysis Engineering Resource	Relevant professional qualification with at least 5 years post-qualification experience		
5	Professional Design	Relevant professional		

	Engineering Resource	qualification			Evaluation Criteria: This table is not scored. However, the Hourly Rates MUST NOT exceed the Maximum Hourly Rates bid in your
6	Audit / Analysis Engineering Resource				
7	Design Engineering Resource				
8	Senior Quantity Surveyor	Relevant professional qualification with at least 5 years post-qualification experience			
9	Quantity Surveyor	Professional qualification			
10	Measurement and Verification Professional	Professional qualification			
11	Construction Manager / Advisor	Relevant professional qualification with at least 5 years post-qualification experience			
12	Bid / Commercial / Procurement Manager	Relevant professional qualification with at least 5 years post-qualification experience			
13	Finance Manager	Relevant professional qualification with at least 5 years post-qualification experience			
14	Director	Relevant professional qualification with at least 7 years post-qualification experience			
	Total – will equal tendered value of IGP				

response to the NDEE Framework ITT.

5. Tender Evaluation Methodology & Weightings

5.1 Tender Evaluation Methodology

AWARD – PRICE/QUALITY

The Combined Score will be determined based on the following Quality:Price Ratio -

Quality (Technical) 80%

Price (Commercial) 20%

5.2 Evaluation Methodology - Technical (Quality) Response

The Technical response carries an overall weighting of 80%. The Technical response will be evaluated independently of the Commercial response to this Tender.

The weightings allocated to each sub-section and question within the Technical requirements are shown in the table below:

Section	Question No	Title	Section Question Weighting
Technical Questions	TQ1	Proposed ECMs and Ability to Meet and Exceed the Authority’s Preferred Savings Target Level	17.50%
	TQ2	Approach to Operation and Whole Life Costing	19%
	TQ3	Project Delivery Team	15%
	TQ4	Framework Contractor’s methodology and approach to developing Investment Grade Proposals	15%
	TQ5	Approach to Measurement and Verification	8%
	TQ6A	Project Programme	Pass/Fail
	TQ6B	Addressing Authorities’ Specific Requirements in the Construction Phase, Including Programme and Key Dates and Approach to Managing the Project	17.50%
	TQ7	Community Benefits	3%
	TQ8	Environmental Sustainability	3%
	TQ9	Workforce Matters	2%
	Technical Question Section Weighting Total		100%
Technical Response Weighting for Overall Tender - 80%			

The process used is as follows:

- Each member of the evaluation panel will give a score, ranking between 0 – 100, against each of the award criterion.
 - Table 6 below guides evaluators on 5 points within the scale for Technical Question evaluation scoring
- The evaluation panel will then hold a moderation meeting where evaluators will review and, if necessary, revise their scores for each question.
- The final score for each question will then be calculated using an agreed single moderated score from the evaluation panel.
- The moderated scores for each question are multiplied by the relevant technical criteria weighting i.e.
 - **Agreed Moderated Question Score (expressed as a percentage) x Question Section Weighting = Question Weighted Score**
- Each bidders' total technical score is calculated as a percentage against the technical weighting i.e.
 - **Sum of all Question Weighted Scores within a section = Overall Technical Score for each Bidder**

Table 6. Technical Question Evaluation Scoring – A table Identifying the points within the evaluation scale of 1-100 for evaluator guidance

SCORE	JUDGEMENT	PERFORMANCE
100	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.	Excellent
75	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.	Good
50	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.	Acceptable
25	Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.	Poor
0	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.	Unacceptable

5.3 Evaluation Methodology - Commercial (Price) Response

The Commercial response for this procurement exercise carries an overall weighting of 20%.

The Commercial response will be evaluated independently of the Technical response.

The Commercial response will be evaluated using the method below:

- **Individual Question Score (expressed as a percentage) x Question Weighting = Question Weighted Score**
- **Sum of all Question Weighted Scores within a section = Overall Commercial Score for each Bidder**

Please see below for full explanation of individual commercial question evaluation methodology.

5.3.1 Pricing Questions Evaluation Methodology

5.3.1.1 Approach to Evaluation of Question **CQ1A “Overhead, Profit & Risk Pricing”** (5%)

The information provided by Bidders will be used to calculate the “**Accumulated %**”. This will be calculated by adding together the **Overheads, Profits** and **Performance Guarantee Risk Premium** percentages for the contract value as proposed by the Bidder.

Each Bidder’s **Accumulated %** will be compared to the lowest **Accumulated %** submitted through this tender process. Each Bidder’s score will be calculated by dividing the lowest **Accumulated %** by the Bidder’s **Accumulated %** and multiplying by the % assigned to this question i.e. 10%.

For example, if the lowest **Accumulated %** is 10.00% it will obtain full marks.

An **Accumulated %** bid of 12.00% would score (10/12) of 5%, i.e. 4.17%.

Scores will be calculated to two decimal places (2 decimal places).

5.3.1.2 Approach to Pricing Evaluation of **CQ1B. “Guaranteed Total Contract Values and Simple Payback Analysis”** (Pass/Fail)

The information provided by Bidders will be used to confirm the compliance of the Bidder’s bid in respect to maximum Total Contract Value for the project, minimum Total Contract Value expenditure at each Authority, and compliance with maximum Simple Payback requirements, as identified in the Authorities’ Minimum Requirements.

If a Bidder complies with the AMRs, the bid will be deemed compliant. If a Bidder does not comply with the AMRs, the bid will be deemed non-compliant.

An example of a completed Bidder question response is included below:

Authority	Total Contract Value		GECP		Simple Payback	
	Ref	Value (£)	Ref	Value (£/year)	Ref	Value (Years)
Edinburgh College	C1	1,780,000	GECP _{s1}	197,778	C1/ GECP _{s1}	9
NES College	C2	1,678,000	GECP _{s2}	139,833	C2/ GECP _{s2}	12
West Lothian College	C3	621,000	GECP _{s3}	36,529	C3/ GECP _{s3}	17
Borders College	C4	251,000	GECP _{s4}	25,100	C4/ GECP _{s4}	10
Newbattle Abbey College	C5	140,000	GECP _{s5}	17,500	C5/ GECP _{s5}	8
<i>Total</i>	ΣC1	4,470,000	Sum of GECPs Σ	416,741	(ΣC1 to C5) / (ΣGECP _{s1}	10.7

	to C5		GECP _{s1} to GECP _{s5}		to GECP _{s5})	
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In the case of the values in the table above, the Bidder would 'pass' because:

- the minimum individual Authority Total Contract Value has been exceeded in all instances;
- the individual and total Simple Paybacks have been complied with; and
- the tendered Total Contract Value does not exceed £4,500,000 (including VAT)

5.3.1.3 Approach to Pricing Evaluation of Question **CQ1C "Guaranteed Energy Cost Performance"** (80%)

Each Bidder's **GECP Metric** will be compared to the **highest GECP Metric** submitted through this tender process.

Each Bidder's score for CQ1C will be calculated by dividing the Bidder's **GECP Metric** by the **highest GECP Metric** and multiplying by the % assigned to this question i.e. 80%.

Example:

Bidder A

- Tenders an GECP value of £448,000 and a Total Contract Value of £4,437,000
- The GECP Metric is calculated to be 99.6
- Assuming this GECP Metric score is the highest of all Bidders, Bidder A scores the full Commercial (Price) section score of 80%

Bidder B

- Tenders an GECP value of £416,741 and a Total Contract Value of £4,470,000
- The Total Contract Value < or = £4,500,000, hence a Pass
- The GECP Metric is calculated to be 92.6
- Bidder B would score a **GECP Metric** of 92.6/99.6 of 80%, i.e. 74.38%

Scores will be calculated to two decimal places (2 decimal places).

5.3.1.4 Approach to Evaluation of Question **CQ2 "Investment Grade Proposals (IGPs) Pricing"** (15%)

Each Bidder's **IGPs Charge** will be compared to the lowest value **IGPs Charge** submitted through this tender process.

Each Bidder's score will be calculated by dividing the lowest **IGPs Charge** by the Bidder's **IGPs Charge** and multiplying by the % assigned to this question i.e. 15%

For example, if the lowest **IGPs Charge** is £35,000 it will obtain full marks, i.e. 15%

An IGPs Charge of £70,000 would therefore score (£35,000/£70,000) x 15%, i.e. 7.50%

Scores will be calculated to two decimal places (2 decimal place).

5.4 Overall Evaluation

The Technical (Quality) and Commercial (Price) response weightings detailed in the sections above will be added together.

The award of the contract will then be made according to the highest percentage score.

The Contract will be awarded on the basis of the most economically advantageous bid. The Authority is not obliged to accept the lowest or any bid.

5.4.1 Overall Evaluation Worked Example

Calculating Each Bidder's Overall Final Score (TECHNICAL - 80% AND COMMERCIAL - 20%)

Final Score = (Technical (Quality) score x Technical response weighting) + (Commercial (Price) score x Commercial response weighting)

For example:

Bidder A

- Technical Score: 78.00
- Commercial Score: 100.00
- Weighted Technical Score: $78.00 \times 80\% = 62.40$
- Weighted Commercial Score: $100.00 \times 20\% = 20.00$

Bidder A Final Score: $62.40 + 20.00 = 82.40$

Bidder B

- Technical Score: 88.00
- Commercial Score: 83.33
- Weighted Technical Score: $88.00 \times 80\% = 70.40$
- Weighted Commercial Score: $83.33 \times 20\% = 16.67$

Bidder B Final Score: $70.40 + 16.67 = 87.06$

Bidder C

- Technical Score: 62.00
- Commercial Score: 75.00
- Weighted Technical Score: $62.00 \times 80\% = 49.60$
- Weighted Commercial Score: $75.00 \times 20\% = 15.00$

Bidder C Final Score: $49.60 + 15.00 = 64.60$

In this example **Bidder B** provided the most economically advantageous tender with the highest final score of **87.06**

5.5 Outline Structure of Mini Competition

The outline structure of the ITMC generally follows that detailed in Schedule 3 of the Framework Agreement between Framework Contractors and Scottish Government Procurement, other than where identified in this ITMC specifically.

The following bullet points summarise the ITMC process:

- Procuring Body ITMC Pack Release to all Framework Contractors, forming ITMC Volumes 1-3, ITMC Volume 1 included herein
- Framework Contractors respond to the ITMC, as 'Bidders', via their ITMC Proposals, in line with the requirements of the ITMC
- The Procuring Body will manage the evaluation of the ITMC Proposals, as identified in the ITMC, ultimately leading to the selection of the Shortlisted Bidder
- The Procuring Body will notify all unsuccessful Bidders, and notify the Shortlisted Bidder of the intention to proceed in to five separate Development Contracts between the Shortlisted Bidder and the individual Authorities
- Assuming agreement of Development Contracts, the Shortlisted Bidder will undertake such contracts with each of the Authorities, including completion of the Investment Grade Proposal
- The Authorities will review and evaluate the Investment Grade Proposals
- Assuming agreement of finalised Development Contracts and Investment Grade Proposals between the Shortlisted Bidder and each Authority, the Shortlisted Bidder shall become the Preferred Bidder, who shall, with the Authorities, proceed to development and agreement of 5 five separate EnPC-D&B Contracts – the Preferred Bidder becoming the Contractor on EnPC signature with each Authority
- The Contractor shall perform the services in compliance with the EnPC and its obligations under this Framework Agreement.

6. Form of Tender

FORM OF TENDER TO THE PROCURING BODY

(* DELETE AS APPROPRIATE)

To: Scottish Funding Council (the Procuring Body), on behalf of Edinburgh College, North East Scotland College, West Lothian College, Borders College and Newbattle Abbey College (the Authorities)

Project: Colleges Energy Efficiency Pathfinder (CEEP) Non Domestic Energy Efficiency Works and Services Ref No SP-14-013 (NDEE) Framework Project

*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Procuring Body, to provide to the Authorities the goods and/or services in the ITMC in accordance with the requirements and specifications within the ITMC, at the prices entered in our ITMC Proposal and in accordance with the NDEE Framework Agreement.

*I/We the undersigned undertake to submit a tender in accordance with the following documents and volumes of documents:

- ITMC Volume 1
- ITMC Volume 2
- ITMC Volume 3
- NDEE Framework Agreements

The following completed documents forming part of our offer are also returned with this tender:-

(1) ITMC Proposal

(2) Completed Form of Tender

This tender, together with your written acceptance thereof, shall constitute a binding contract between us and the Authorities.

*I/We agree that this ITMC Proposals remains open for consideration for a period of 90 days from the date fixed for the return of this Tender.

*I/We understand that you are not bound to accept the lowest, the most economically advantageous or any tender you may receive.

Signature:

Name: (BLOCK CAPITALS)

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Telephone No

INCLUDE AREA CODE

Date

Appendix 1 – Authority Data Packs

Please refer to the separate “ITMC Vol 1 Appendix 1 - ADP” documentation containing the Authority Data Packs for the project. **(Please note the ADP document is too large for PCS and as such will be separately copied on to DVD and posted to Framework Contractors – postal addresses as indicated on the most up to date NDEE Buyers Guide on Scottish Government Procurement’s website).**

Separate ADPs are included for each Authority and may include, but are not limited to, the following information for the project and each of the shortlisted sites for each Authority, as far as has been practicable to collate:

- Buildings Summary Sheet including Floor Area Data
- Summary Historic Energy Data
- Layout Drawings for Each Building
- Summary Condition Survey Data
- Asbestos Surveys
- Site Survey Data Including Building Operational Hours and Occupants and Existing Building Fabric, Services and Asset Data

Covering notes to each ADP are also provided. These covering notes provide contextual relevance of the ADP content, and includes for key and recent information from each of the Authorities including:

- Recent energy consumption information
- Significant Authority Opportunities
- Recently undertaken Authority works and future planned works

Appendix 2 – Glossary of Terms

Term	Definition
Authorities	<p>Means</p> <ol style="list-style-type: none"> 1. Edinburgh College 2. North East Scotland College 3. West Lothian College 4. Borders College 5. Newbattle Abbey College <p>Being the Authorities who will contract the Shortlisted Bidder and ultimately the successful Contractor in individual Development Contracts and EnPCs under this procurement exercise; Individually referred to as an 'Authority'.</p>
Authorities Minimum Requirements (AMRs)	The Authorities minimum energy performance improvement and commercial costs and benefits requirements to be delivered by the Project, as detailed in the Statement of Requirements of Section 1 of this ITMC Volume 1.
Authority Data Packs (ADP)	Information gathered by the Authorities (and their Technical Consultants) describing the facilities to be included. The ADPs are included in Appendix 1 of this ITMC Volume 1.
Bidder	Framework Contractors who submit a response to the ITMC.
Contractor	The Framework Contractor who ultimately signs EnPCs with the Authorities.
Contract Sum	Refer to 'Total Contract Value'
Development Contract	The contract between the Authorities (individually) and the Shortlisted Bidder to produce the Investment Grade Proposal(s), comprising Investment Grade Audit(s), accompanied by Measurement and Verification Plan(s) and detailed commercial offer(s) which equals or improves upon the position set out in its ITMC Proposal.
Energy Conservation Measures (ECMs)	<p>Energy efficiency assets which may be procured through the NDEE Framework. The following is a list of some of the ECM categories that may be delivered as part of an EnPC, listed in an order to promote energy management hierarchy and facilitate transparency of interactive effects:</p> <ul style="list-style-type: none"> • Automatic Metering Reading ("AMR") assets including meters, loggers, communication devices and reporting software. • Solar shading devices, natural ventilation grilles and other passive renewable energy assets. • Insulation panels, mats etc. and other items to improve the thermal performance of the building envelope. • Heating, ventilation and air conditioning ("HVAC") energy efficiency assets, such as efficient boilers, fans, chillers and heat emitters etc. • Building energy management systems and other HVAC controllers. • Lighting and lighting controllers, including internal and external lighting inventories. • Electrical Equipment and Distribution assets, such as efficient motors, drives and other equipment and voltage management units • Low and Zero Carbon plant and equipment, such as biomass boilers, solar thermal collectors, heat pumps, photovoltaic panels, combined heat and power units, etc. • Energy efficiency retrofit equipment to specialist systems, e.g. swimming pool covers, lift motors, catering equipment controls, variable speed drives for process equipment, etc.) • Devices to manage water use through outlets such as taps, WC cisterns, urinals etc.

Term	Definition
	<ul style="list-style-type: none"> Other energy efficiency assets to improve building energy performance.
ECM Payback	Means the total capital cost of an ECM (including but not limited to the design, procurement, installation and where relevant maintenance) divided by the proportion of GECP associated with the ECM (measured in years)
Energy Cost Services (ECS)	Energy efficiency services which may be procured through the Framework. Energy Conservation Services may include Measurement and Verification, bureau service, maintenance of installed assets, lifecycle and behaviour change.
Energy Performance Contract (EnPC)	The Call-Off Contract under the NDEE Framework between the Authority and the Contractor
Guaranteed Energy Cost Performance (GECP)	<p>The reduction in energy cost to be achieved through the installation of the assets (ECMs) and delivery of the services included in, and guaranteed under, the Energy Performance Contract, as detailed and referred in this ITMC.</p> <p>GECP.</p> <p>An individual GECP shall be provided for each participating Authority, with the total sum of all individual Authority GECP's being the total GECP for the Project.</p> <p>Measured in £/annum including VAT</p>
GECP Metric	<p>The GECP Metric is derived through the following formula:</p> $\text{GECP Metric} = 100 \times (S/T)$ <p>Where:</p> <ul style="list-style-type: none"> S is the sum value of Bidder's forecast of GECP (£/annum) for all five Authorities T is the Procuring Body-set GECP threshold (£450,000/annum)
Investment Grade Audit (IGA)	The Investment Grade Audit will be a detailed technical report to be submitted by the Shortlisted Bidder at the Development Contract stage. It will address all of the facilities proposed for works included in the Bidders ITMC, covering the technical solution in considerably more detailed than the ITMC Proposal, including a specific register of ECMs the Shortlisted Bidder will implement, itemising both costs and annual savings.
Investment Grade Proposal (IGP)	The commercial bid encompassing the Investment Grade Audit (IGA) and all other documents. It will comprise the commercial offer and two key technical documents: the Shortlisted Bidders Investment Grade Audit and the Measurement and Verification Plan. The commercial content of the IGP will include similar commercial criteria as the ITMC Proposal, but with greater detail and specificity.
Invitation to Mini-Competition (ITMC) (also referred to as Tender)	The invitation to tender for the project from the NDEE Framework; the point in which the Authorities interact with Framework Contractors through release of this ITMC Pack, and Bidders return their ITMC Proposal.
ITMC Pack	The information contained within this ITMC Volume 1 and ITMC Volumes 2 and 3.
ITMC Proposal (also referred to as Tenders and Tender Response)	A Bidder's tender response to this ITMC.
Measurement and Verification (M&V)	A technical discipline for objectively quantifying energy savings achieved by ECMs. The foremost compliance standard is the International Performance Measurement and Verification Protocol (IPMVP).
Measurement and Verification	The Measurement and Verification Plan will state how the Bidder will measure the

Term	Definition
Plan	performance of its proposed programme of ECMs. It will be fully developed for the duration of the contract. It will detail the circumstances under which Measurement Verification may be reverted to under the contract and will form part of the deliverables under the Development Contract.
Non-Domestic Energy Efficiency (NDEE) Framework	Scottish Government's Non-Domestic Energy Efficiency (NDEE) Framework which has been established to provide a streamlined procurement route to procure Energy Performance Contracts for public and third sector bodies.
Preferred Bidder	A Shortlisted Bidder who's IGP has been accepted by the Authority, who will be invited to populate the EnPC with the details of their IGP.
Procuring Body	Means Scottish Funding Council (SFC), who are responsible for managing the ITMC stage of the project, but who will not engage in contracts with the Shortlisted Bidder/Contractor.
Project	This Colleges Energy Efficiency Pathfinder (CEEP) project, of which the ITMC is based
Simple Payback	Means, relative to the context, the Total Contract Value of the Project or Total Contract Value for an Authority divided by the GECP for the Project or individual Authority respectively (measured in years)
Shortlisted Bidder	The Bidder who has been shown to be the 'most economically advantageous' tenderer, who will be invited to the Development Contract stage to undertake an IGP with each Authority.
Total Contract Value (also referred to as Contract Sum)	The total payment due from an Authority to the Contractor in the Design and Build Energy Performance Contract. A Total Contract Value is considered for each Authority and its EnPC therein, as well as the sum of all such values consisting the Total Contract Value for the Project as whole (measured in £ including VAT).

Appendix 3 – Academic Term Dates for each of the Authorities

Please refer to the separate “ITMC Vol 1 Appendix 3 - Academic Term Dates for each of the Authorities” documentation containing the academic term dates for each Authority.

Appendix 4 – Recent Authorities Energy Consumption Values by Campus and Building

Please refer to the separate “ITMC Vol 1 Appendix 4 - Recent Authorities Energy Consumption Values by Campus and Building” documentation containing the academic term dates for each Authority.