

Members' Library Service Request Form

Date of Document	25/08/17
Originator	Kate Maynard, Team Manager - Museums
Originator's Ref (if any)	
Document Title	Award for Contract to Deliver a Strategic Masterplan for Prestongrange Museum

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Additional information:

Authorised By	Tom Shearer
Designation	Head of Communities & Partnerships
Date	06/10/17

For Office Use Only:	
Library Reference	115/17
Date Received	06/10/17
Bulletin	Oct 17

REPORT TO: Members' Library Service

MEETING DATE:

BY: Head of Communities and Partnerships

SUBJECT: Award of Contract to Deliver a Strategic Masterplan for Prestongrange Museum

1 PURPOSE

- 1.1 To advise Members about the appointment of Simpson and Brown as the lead contractor to deliver a strategic masterplan for Prestongrange Museum.

2 RECOMMENDATIONS

- 2.1 That Members note the content of this report.

3 BACKGROUND

- 3.1 East Lothian Council Museums Service operates Prestongrange Museum located at the former Prestongrange Colliery between Prestonpans and Musselburgh.
- 3.2 Prestongrange Museum was identified as a project within the East Lothian Council capital plan (2017/18 – 2019/20). Funds were allocated to the regeneration of the museum in 2017/18 (£140,000) and 2018/19 and 2019/20 (£500,000 each year).
- 3.3 Development of a masterplan will identify the strategic vision for the sustainable future development of the site and the options available to achieve this. The final plan will consist of fully integrated conservation and development plans. Extensive stakeholder consultation will be undertaken throughout the process.
- 3.4 Simpson and Brown of Edinburgh were appointed in August 2017 as the lead consultants to deliver the masterplan for Prestongrange Museum after a competitive tender process. The Invitation to Quote was issued to four companies and one tender was received. The tender was evaluated and the tenderers interviewed by the Evaluation Panel made up of staff from ELC Museums Service, Archaeology Service and Procurement.

- 3.5 The Conservation Plan element of the masterplan will include the following:
 - 3.5.1 Assessment of all the structures extant upon the site and proposals and costings to make them wind and water-tight and safe to access;
 - 3.5.2 Assessment of and proposals / costings relating to the visitor infrastructure (e.g. car parking, toilets etc) and the landscape of the whole site, including areas currently not accessible in keeping with the historic nature and landscape setting of the site
 - 3.5.3 Proposals/costings in relation to enhancing and making accessible all parts of the natural environment of the site and creating safe links to surrounding amenities
- 3.6 The Development Plan will include the following:
 - 3.6.1 An audit of relevant studies and proposals already undertaken by East Lothian Council and others;
 - 3.6.2 sustainable proposals to enhance the interpretation of the site using a variety of approaches to maximise accessibility and to protect and display the collections;
 - 3.6.3 proposals for improving the visitor infrastructure including facilities, signage, orientation, layout, active travel and public transports links, equal access provision, and parking;
 - 3.6.4 the potential for the work/activity at the site to have significant measurable social and economic impact including: volunteering/community development, employability and training, learning and educational impacts, community capacity building impacts, increased visitor footfall and the possibility of small business units
 - 3.6.5 Proposals for audience development both in relation to visitors from the local area/region and tourists from farther afield;
 - 3.6.6 proposals for attracting additional funding to support the development of the site;
 - 3.6.7 proposals for the development of revenue generating activities in keeping with the Museum and its functions, and their requisite funding and governance structures
 - 3.6.8 A specific options appraisal for the re-housing of the engines currently stored in the Bath House - with a view to, where possible, running them on site
 - 3.6.9 Proposals for the enhancement of the natural environment of the site in keeping with the local area and the use of the Museum
 - 3.6.10 Proposals for how consultation and engagement with local and regional communities can continue to be built into the planning/development process in a meaningful way

- 3.7 The value of the contract is £39,312.50 and the contract will be completed by 31st March 2018.

4 POLICY IMPLICATIONS

- 4.1 The strategic masterplan for Prestongrange Museum will be developed within the current policy context with reference to the East Lothian Council Plan and the East Lothian Partnership Single Outcome Agreement.

5 INTEGRATED IMPACT ASSESSMENT

- 5.1 The subject of this report does not affect the wellbeing of the community or have a significant impact on equality, the environment or economy.

6 RESOURCE IMPLICATIONS

- 6.1 Financial – the value of the contract, awarded after competitive tender, was £39,312.50.
- 6.2 Personnel - the development of the strategic masterplan will be managed by ELC Museums Service and ELC Archaeology Service.
- 6.3 Other - there are no other implications.

7 BACKGROUND PAPERS

- 7.1 Appendix 1: Invitation to quote: Prestongrange Museum Strategic Masterplan

AUTHOR'S NAME	Kate Maynard
DESIGNATION	Team Manager - Museums
CONTACT INFO	kmaynard@eastlothian.gov.uk
DATE	25/8/2017



Dear Supplier,

INVITATION TO QUOTE FOR THE PROVISION OF A STRATEGIC MASTERPLAN FOR PRESTONGRANGE MUSEUM

ELC REFERENCE: CON-17-087

You are invited to submit a proposal for the provision of a strategic masterplan for Prestongrange Museum. Your proposal must be submitted in accordance with the following attached Invitation to Tender document.

Delivery of tender: tenders should be returned via the Public Contract Scotland website (www.publiccontractscotland.gov.uk) by the time and date to be submitted detailed below:

To arrive no later than **1200 hours (noon) Friday 21st July 2017.**

The closing date is as per the procurement timetable. Please note that it will not be possible to submit your response after that closing time.

Questions: Please note that all questions must be asked using the "Questions and Answers" functionality on the Public Contracts Scotland portal.

Closing date for questions: The closing date for questions is **1700 hours on Monday 17th July 2017.**

Tender acceptance: East Lothian Council is not bound to accept the lowest or any tender.

The tender must remain open and valid for 60 days.

**INVITATION TO QUOTE
FOR THE PROVISION OF A
STRATEGIC MASTERPLAN
FOR PRESTONGRANGE
MUSEUM**

Ref: CON-17-087

(Please quote this reference in all communications)

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1.0 STATEMENT OF REQUIREMENTS (SOR)

1.1 Background

East Lothian lies to the South and East of Edinburgh and neighbours Midlothian and the Scottish Borders and has a population of around 100,000. It is about twenty-five miles in length and sixteen in extreme breadth, comprising an area of 224 square miles or 144,510 acres. It has a higher rate of people in employment than the national average. The County has 6 main towns, west to east: Musselburgh; Prestonpans; Tranent; Haddington; North Berwick and Dunbar. There are many small villages and hamlets stretching from Humbie to Innerwick, with the County being classified as semi-rural.

1.2 Project Background and Scope of Project

Prestongrange Museum is an open air industrial museum site managed by East Lothian Council. We require an innovative and creative masterplan for Prestongrange Museum which will identify the strategic direction for the future development of the museum site and the options available to achieve this. The masterplan should include consideration of the following elements: a conservation plan for the site, structural assessments of the buildings, the visitor infrastructure, development of the strategic vision, development planning and future sustainability. The masterplan should be prepared with a view to it being used in funding applications.

Any plan for Prestongrange Museum will perforce be a complex one but the overall thrust of the masterplan has to be that the whole site, including all the structures, is accessible, can be maintained, interpreted and can be enjoyed by all. However, in doing this it is essential that any development needs to be based on a coherent vision for the sustainable management of the whole site that capitalises on a strong sense of pride in industrial heritage and connection with the local community, widening the appeal to visitors and supporting economic development.

Many of the structures on the site are nationally designated: Beam Engine and Engine House, Scheduled Monument; Pump and Pump House, 'A' Listed; Hoffman Kiln and Chimney, 'B' listed; Generating House, 'B' listed; and the whole area is within the National Inventory of Battlefields designation for the Battle of Pinkie Cleugh. Any development or redevelopment at Prestongrange Museum could have an impact on these nationally designated sites, and this will need to be taken into consideration by the masterplan.

1.3 Context

East Lothian Council Strategic Vision

The Draft East Lothian Council Plan 2017 -2022 has four themes / objectives all of which are relevant to this plan. They are:

- **Growing our Economy** – to increase sustainable and inclusive economic growth as the basis for a more prosperous East Lothian

- **Growing our People** – to give our children the best start in life and protect vulnerable and older people
- **Growing our Communities** – to give people a real say in the decisions that matter most and provide communities with the housing, transport links, community facilities and environment that will allow them to flourish
- **Growing our Capacity** – to deliver excellent services as effectively and efficiently as possible within our limited resources.

The plan states that: We know that what matters most to communities is feeling safe, community wellbeing, a strong sense of pride in the neighbourhood and the power to influence decisions that count for the area

There are a number of key actions under these headings including the following:

- Review and revise the Council Consultation and Engagement Strategy and practices to ensure that it meets the highest standard of community engagement and consultation and its duties and responsibilities under the Community Empowerment (Scotland) Act 2015.
- Maximise the potential of East Lothian’s already strong ‘social capital’ through supporting the volunteering ethos, strong community and neighbourhood cohesion and community assets base through supporting community capacity building, the development of community resilience and the celebration of diversity across all communities in East Lothian
- Support the imaginative and flexible use of facilities such as libraries and schools and the community management of community facilities where appropriate
- Review the Economic Development Strategy 2012-2022, and, if necessary, re-focus the strategy to build on the success of key sectors such as Food and Drink and tourism, take advantage of new opportunities and to mitigate the impact of economic uncertainty caused by the recession and constitutional changes

East Lothian Partnership Single Outcome Agreement 2013 – 2023

The ELP SOA describes the key priority outcomes for East Lothian as agreed between members of the East Lothian Partnership. The overarching aim is ‘to reduce inequalities both within and between our communities’. The specific relevant aims are:

Outcome 1: East Lothian has a growing sustainable economy

Outcome 6: In East Lothian we live healthier, more active and independent lives

Outcome 8: East Lothian has high quality natural environments

Outcome 10: East Lothian has stronger, more resilient, supportive, influential and inclusive communities

By enhancing and interpreting the historic built environment at Prestongrange Museum and further integrating it with the natural environment in the surrounding area there is a great potential to enhance the local community's sense of place and provide greater opportunities to engage with the local environment.

The masterplan should also refer to relevant national and regional strategy documents including but not limited to:

- East Lothian Economic Development Strategy 2012-22
- East Lothian Tourism Action Plan 2015-17 and the aim to be 'Scotland's leading coastal, leisure and food & drink destination'
- East Lothian Council Environment Strategy
- Scottish Historic Environment Policy
- Our Place in Time – the Historic Environment Strategy for Scotland
- The National Strategy for Scottish Museums
- East Lothian Community Planning information (http://www.eastlothian.gov.uk/info/200135/community_planning)
- Preston Seton Gosford Area Partnership Plan

1.4 Financial

Prestongrange Museum is managed and run by East Lothian Council Museum Service and the day to day running of the site is costed within the Museum Service revenue budget. The site is open all year; the staffed Museum Visitor Centre is open for 6 months of the year, 7 days a week for 5 hours a day.

East Lothian Council's Capital spend plan (2017/18 – 2019/20) indicates that funds have been allocated to the regeneration of Prestongrange Museum in 2017/18 (£140,000) and 2018/19 and 2019/20 (£500,000 each year).

1.5 Brief History of the Site

Prestongrange is a site of major importance in the story of Scotland's Industrial Revolution.

It was the location of a thirteenth century monastic grange, a sixteenth century harbour, a seventeenth and eighteenth century glassworks, eighteenth and nineteenth century potteries and a nineteenth/twentieth century coal mine and brick works.

Remnants of these former industries can still be seen, and many of the structures are still intact including the rare Hoffman Kiln (built in 1937) and the Cornish Beam Engine. The beam engine is unique in Scotland, being the only one still on the site where it worked.

Historical documents and cartographic sources show that the area was being used for coal exploitation and salt panning as far back as the twelfth and thirteenth centuries and that the land was leased to the monks of Newbattle.

A harbour at Morrison's Haven was established by the sixteenth century. The harbour was subject to continual repair and improvement until it was abandoned in the early twentieth century and is now partly filled in with coal waste. There was at least one tidal mill located at the harbour and a stone fort was built close by to defend the harbour.

By the seventeenth century Prestongrange was home to an industrial glass making facility, the first of its kind in Scotland. In the early part of the seventeenth century fine glassware was being produced by Venetian glass workers and by the later part of the same century, plate glass and bottles were being produced. By the middle of the eighteenth century a pottery was founded on exactly the same site as the glassworks and, together with other important east coast potteries of the period, was producing various pottery wares that were being exported across Europe and further afield.

The coal industry of the estate of Prestongrange was revitalised by the sinking of one of Scotland's earliest deep shafts (seventy fathom; c.140 metre), close to the site of the pottery in 1829. By the 1870s the colliery had expanded, with a second shaft inserted in 1872-74 and a third (air) shaft created during WWI. Eventually, coal production ceased in 1962 and, finally, brick production ceased c.1975.

The site has operated as a museum for a number of years and is now managed by East Lothian Council Museums Service as a seasonal facility. The museum uses a variety of different interpretation techniques to tell the story of the site and industries in the local area, such as; guided tours, a self directed tour, a mobile phone tour, exhibitions, events and interpretation boards. The museum is visited both by the local community and tourists and has a range of events and activities throughout the season. The wider site is accessible throughout the year and is used by walkers and dog walkers. The seasonal Visitor Centre has a café and shop, displays, children's area and toilets. The site remains a significant focus of local memory and identity and any masterplan for the site must take this into account.

1.6 Masterplan requirements

Conservation Plan

As part of any emergent masterplan it is essential that the conservation needs of the historic assets and the landscape are first assessed. It is expected that as part of the masterplan process a base line conservation assessment is made of:

- All the structures extant upon the site
- The visitor infrastructure (e.g. car parking, toilets etc)
- The landscape of the whole site, including areas currently not accessible.

The results of the conservation assessment should help inform the creation of a conservation plan which should itself be integrated into the wider masterplan.

The conservation plan should include proposals and costings to:

- Make all the extant structures on site wind- and watertight and safe to access. It may be necessary to undertake structural surveys on some of the structures as part of this as these will inform any the creation of costings.
- Make accessible and enhance all parts of the natural environment of the site. Creating safe links to surrounding amenities such as Levenhall Links, Morrisons Haven, Cuthill Park and the John Muir Way.
- Enhance the visitor infrastructure in keeping with the historic nature and landscape setting of the site

While capable of forming a standalone document, the conservation plan should be fully integrated and indeed form the backbone of the final site masterplan.

Development Plan

The masterplan should include a development plan for the site which will take into account the context for the development and include the following:

- An audit of relevant studies and proposals already undertaken by East Lothian Council and others, including tourism, sustainability, community consultations; and of Museum audiences to date
- Sustainable proposals to enhance the interpretation of the site using a variety of approaches to maximise accessibility and to protect and display the collections
- Proposals for improving the visitor infrastructure including facilities, signage, orientation, layout, active travel and public transports links, equal access provision, and parking.
- The potential for the work/activity at the site to have significant measurable social and economic impact including: volunteering/community development, employability and training, learning and educational impacts, community capacity building impacts, increased visitor footfall and the possibility of small business units
- Proposals for audience development both in relation to visitors from the local area/region and tourists from farther afield
- Proposals for attracting additional funding to support the development of the site.

1.7 Outcomes

The outcome of this project should be the formation of a masterplan for the re-development of Prestongrange Museum. The key elements of this should be:

- Development of the strategic vision for the site
- A conservation plan
- Proposals for the development of revenue generating activities in keeping with the Museum and its functions, and their requisite funding and governance structures
- A specific options appraisal for the re-housing of the engines currently stored in the Bath House - with a view to, where possible, running them on site
- Proposals for the enhancement of the visitor infrastructure
- Proposals to create safe links to surrounding amenities

- Proposals for the enhancement of the natural environment of the site in keeping with the local area and the use of the Museum
- Proposals for how consultation and engagement with local and regional communities can continue to be built into the planning/development process in a meaningful way
- Proposals to increase work experience, volunteering, employment, community capacity building and training opportunities on site

1.8 Stakeholder engagement

It is expected that the development of all aspects of the masterplan will be done in consultation with key stakeholders. These groups include but are not limited to the list appended to this document. All proposals must include information about how these stakeholders will be consulted.

1.9 Budget and payment

The budget available for this project is in the region of £40,000. It should be noted that the payment schedule will be agreed with the successful bidder at appointment stage and payments will be staged and payed at agreed milestones.

1.10 Timescale

The completion date for this project is 31st March 2018

1.11 Site Visit

The opening hours are 11:30 – 4:30 seven days a week until the end of September.

Should bidders require a site visit, a site visit for all bidders will be held on **27th June 2017 at 1300 hours**. Bidders requiring to attend the site visit should email Kate Maynard, - kmaynard@eastlothian.gov.uk – confirming attendance and providing the names of those attending. Confirmation of attendance should be made **no later than Friday 23rd June 2017**.

FOOTNOTES:

- The Museum site plan and associated context with marked boundaries is attached.
- Key stakeholder groups include but are not limited to the following:
 - East Lothian Council Teams in Museums, Heritage, Arts, Education, Landscape and Countryside, Community Learning and Development, Health and Wellbeing teams, Economic Development and others.
 - East Lothian Works
 - Preston Seton and Gosford Area Partnership
 - Prestonpans, Tranent and Musselburgh Community Councils
 - Local ELC Elected Members
 - Relevant MSPs
 - Prestongrange Railway Society

- Battle of Prestonpans (1745) Heritage Trust
- The (1722) Waggonway Project
- Battle of Pinkie Group
- Schools and Community facilities in the Musselburgh Prestonpans, Tranent and Cockenzie and Port Seton clusters
- Museum visitors and supporters
- Museums Galleries Scotland
- Relevant national agencies such as Historic Environment Scotland', 'local businesses' and 'local residents'

2 INSTRUCTIONS TO TENDERERS

2.1 PROCUREMENT PROCESS TIMETABLE

The anticipated timetable in order to meet this deadline is:

Activity	Date
Invite to Tender	Monday 19 th June 2017
Site Visit	Tuesday 27 th June 2017
Last day for questions	Monday 17 th July 2017
Last day for submission of Tenders	Friday 21 st July 2017
Presentations	Tuesday 1 st August 2017
Contract Award	7 August 2017
Contract Start date	8 August 2017

The timetable above is subject to change at the Council's discretion.

2.2 BID SUBMISSIONS

Bids must be received via PCS no later than 12 noon on Friday 21st July 2017. Bidders should allow adequate time to upload documents to ensure they are received no later than the deadline. Any late bids will not be considered.

The tender submission should include:

- a detailed statement setting out how the aims and objectives of the brief will be met and the outputs delivered
- A clearly defined timetable for the project, including relevant output milestones
- CVs of all team members along with examples of similar and relevant work undertaken. CVs should be project relevant.
- Details of what each person's involvement will be and proposed time allocation within the project. There should be a specific named lead consultant responsible for the delivery of the Project throughout the contract.
- A fully costed schedule of costs
- Details of the format of intended outputs

- Any other information you consider necessary for the submission.

2.3 COMPLETION OF SUBMISSION

The response should be submitted by an individual of the organisation, company or partnership who has authority to answer on behalf of that organisation, company or partnership.

Tenderers are advised that their responses may be reproduced and that no further indication or request prior to publication will be made. Only information provided as a direct response to the Invitation to Tender will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Marketing material should not be included.

East Lothian Council will not be responsible for any expenses incurred in the preparation of Tenders, or in attending any tender meetings or, site visits. No reimbursement shall be made by whether or not an award of contract is made.

Please ensure that you allow enough time for electronic submission.

2.4 ENQUIRIES & CLARIFICATIONS TO THE INVITATION TO TENDER

Any modification to the Invitation to Tender will be notified to tenderers no less than 5 working days prior to the tender return date. Modifications and clarifications will be issued using the "Question & Answer" functionality. Questions should be submitted at least one week prior to the closing date (please see procurement timetable). If appropriate, ELC will revise the tender return date to all tenderers to accommodate this.

2.5 ACCURACY OF TENDER SUBMISSION

Tenderers will be deemed to have examined all the documents enclosed with this Invitation to Tender and will be held to have fully informed themselves as to the nature and extent of the requirements detailed in the Invitation to Tender. Tenderers must check the accuracy of their tender submission prior to return, paying particular attention to clerical errors and omissions. ELC may, at its discretion, seek clarification regarding any concerns over accuracy of tendered responses. Tenderers will not be permitted to amend tenders after submission. ELC reserve the right to disqualify non compliant tenders. In the case where the error or misrepresentation is not discovered until after a contract is awarded ELC reserves the right to determine the contract and all costs incurred by ELC as a result of the determination and to recover those costs from the Provider.

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

2.6 CONFIDENTIALITY / FREEDOM OF INFORMATION

Tenderers should note that, as a Scottish Public Authority, ELC is bound by the provisions of the Freedom of Information (Scotland) Act 2002 ("FOI(S)A"). All information submitted to ELC may therefore need to be disclosed and/or published by the Council in compliance with the Act or any other law or as a consequence of judicial order or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner). The decisions of ELC in the interpretation of the FOI (S) A shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms.

Accordingly, if you consider that ELC should not disclose any of the information included in your Tender/Response, please identify it and explain, by specific reference to the exemptions set out below, why the information should not be disclosed. Please also indicate how long you think the information should be covered by a non-disclosure provision for.

In terms of the FOI (S) A, information may be exempt from disclosure only if it falls within one of the exemptions specified in the Act. These include information that is:

- A trade secret;
- Information which is likely to substantially prejudice someone's commercial interests if disclosed (this could be the Tenderer's interests, the Council's interests or a third party's interests);
- Personal data where disclosure cannot be justified in terms of the Data Protection Act 1998;
- Subject to an enforceable obligation of confidentiality. This means that the information should be recognisable as confidential in nature and must not be in the public domain already; it must have been received in circumstances, which impose an obligation to maintain confidentiality on the person receiving it; and any unauthorised disclosure would justify the raising of a court action by the party providing the information.

Tenderers should therefore seek to ensure that those parts of the Tender / Response which they would prefer not to be disclosed, fall into one or more of the exemptions (including the other exemptions set out in the FOI (S) A).

Tenderers should note however, that, even where they have indicated that they would prefer certain information not be disclosed, the Council reserves the right to disagree with this classification. Even when the Council agrees that the information has been correctly identified, it may nonetheless be required to disclose it or elect to do so in the public interest in terms of the FOI (S) A. Receipt by the Council of any material marked 'confidential' or equivalent should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.

In all cases, the Council reserves the right to publish (either proactively or in response to a request) the following information:

- The identity of all Tenderers;

- Overall value of the Contract awarded (or a general indication of the rates applicable under the Contract);
- The value of all Tenders received (not necessarily correlated to the identity of the Tenderers);
- General performance standards to be achieved under the Contract;
- Performance and progress monitoring arrangements; and
- Early completion incentives and penalties for failure to meet targets.

Tenderers should therefore avoid flagging as a non-disclosure item any material, which falls into the above categories.

Tenderers should note that all information provided by the Council in this Invitation to Tender is confidential to the Council and should not be used or disclosed by Tenderers for any purpose other than responding to this Invitation to Tender without the prior written consent of the Council.

3. TENDER EVALUATION

Tenders will be awarded to the most economically advantageous tender evaluated against the following criteria. The successful provider will be awarded the contract on the basis of a 90% (quality) / 10% (price) criterion.

Stage One – PASS / FAIL

Stage one will be assessed on a PASS/FAIL basis. Bidders must pass Stage one of the evaluation process to be evaluated at Stage 2.

Tender received by deadline	Pass/Fail
<p>Insurance - It is a requirement of this contract that bidders hold, or can commit to obtain prior to the commencement of any subsequently awarded contract, the types and levels of insurance indicated below commencement of any subsequently awarded contract, the types and levels of insurance indicated below:</p> <p>Employer’s (Compulsory) Liability Insurance= 10,000,000 GBP</p> <p>Public Liability Insurance 5,000,000GBP</p> <p>Professional Indemnity Insurance =2,000,000 GBP</p> <p>Supplier Response: Please attach either a signed and dated letter from your insurance broker, or an insurance certificate signed / stamped and dated by the insurer, which clearly states the name and address of Insurer; period of insurance; policy number; sum insured and policy Excess</p>	Pass/Fail
<p>Quality Management Procedures</p> <p>1. The bidder must hold a UKAS (or equivalent) accredited independent third party certificate of compliance in accordance with BS EN ISO 9001 (or equivalent),</p> <p>OR</p> <p>2. The bidder must have the following:</p> <p>a. A documented policy regarding quality management. The policy must set out responsibilities for quality management demonstrating that the bidder has, and continues to implement, a quality management policy that is authorised by their Chief Executive, or equivalent, which is periodically reviewed at a senior management level. The policy must be relevant to the nature and scale of the work</p>	

to be undertaken and set out responsibilities for quality management throughout the organisation.	
Supplier Response – Please submit your Quality Management Procedures	

Stage Two

The quality assessment criteria will all be scored using the following matrix.

Section - Quality	Weighting 90 %
Relevant Experience of Project Team	35%
Methodology	20%
Engagement & Consultation	15%
Presentation	20%

<p>RELEVANT EXPERIENCE OF PROJECT TEAM 35%</p> <p>Provide CVs for all team members allocated to this project along with case studies/examples of similar and relevant work undertaken by them demonstrating their knowledge and experience of working with historic structures and creating sustainable community/ social enterprises and how these are relevant to this project</p> <p>Please note that if you intend to sub-contract any of this work please provide full details of the sub-contractor.</p>
Response:

<p>METHODOLOGY – 20%</p> <p>Provide a detailed statement on how you will deliver all of the outcomes required from this project. Your response should also include a project plan with relevant key milestones and team members proposed resource allocation ie time allocated to each member of the team including the project lead.</p>
Response:

<p>ENGAGEMENT AND CONSULTATION – 15%</p> <p>Provide your strategy for engaging and consulting with key stakeholders in the development of the masterplan</p>
Response:

PRESENTATION – 20%

This site presents an exciting number of challenges and opportunities because it encompasses museum elements, natural elements as well as the conservation needs of the fabric of the site. It also sits within a wider landscape and townscape context, which although not part of the site are integral to how the site is used and understood. Prestonpans' industrial past is something the community are very proud of and Prestongrange Museum has a loyal visitor base to build on.

As part of the tender evaluation process, suppliers will be required to deliver a presentation to the tender evaluation panel covering the following areas:

- suggesting what they see as key to ensuring that all the above can all be integrated to create a coherent and deliverable development plan and conservation plan (30%)
- showing how the master planning project will explore the opportunities for the development of the museum facility, widening the appeal to visitors and supporting community involvement / engagement and economic development whilst maintaining and enhancing these close community links (30%)
- identifying and discussing what they see as the key challenges and risks at stakeholder consultation, their approach to these and how these will be managed (40%)

Bidders presentations should be a maximum of 45 minutes. Following presentations, a period of 30 minutes will allow for questions from the tender evaluation panel.

Presentations will be held in John Muir House, Haddington on Tuesday 1st August 2017.

Presentations will be evaluated against the weightings allocated above.

Please note, if it is clear that a supplier could not be appointed to the contract even if they score the maximum available score for the presentation evaluation criterion, we reserve the right not to invite to presentation.

Scoring Methodology

The scoring matrix below will be used to evaluate the Quality and Presentation elements of the submissions.

Score	Description
0	Unacceptable. Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor. 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.
2	Acceptable. 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.
3	Good. 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.
4	Excellent. 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 and demonstrates added value and/or innovation

Section - Price	Weighting 10%
<p>Bidders are required to submit a full pricing schedule of costs for each element of the work. Costs should exclude VAT and should be inclusive of all expenses, Travel and Subsistence and all associated costs. The pricing schedule should provide day/hourly rates for all members of the project team (a day being 7 hours) and the number of days/hours to be delivered by each member of the project team</p>	

The price evaluation shall be the assessment of the overall price supplied at the time of tender

The tender with the lowest cost will be awarded full marks of 10% and those with a higher cost will be awarded a lower pro-rata calculated percentage.

Price Scoring Example:

Tenderer	Fixed Price	Formula	Price Score
A	£10,000	= Lowest Price	10
B	£20,000	= $\frac{£10,000}{£20,000} \times 10$	5
C	£25,000	= $\frac{£10,000}{£25,000} \times 10$	4

Please note that the Council may require clarification of the answers Tenderers have provided or ask for additional information during the evaluation process.

East Lothian Council will notify Tenderers, at the end of the tender process, whether or not they have been successful. A debrief will be offered to unsuccessful tenderers.

4. YOUR ORGANISATION DETAILS

Please insert the following background information (there are no scores awarded for this information)

3.1 Name of Contact Responsible for this Tender			
Position			
Company Name			
Address			
Tel No		Fax No:	
E-mail			
3.2 Website address			
3.3 Address of Registered Office (if different from above)			
3.4 Nature of Organisation (e.g. Limited Company, Partnership, Sole Trader etc)			
3.5 Number of Employees / Associates			
3.6 Names of the Directors or Partners			
3.7 Group. If you are a member of a group of companies, please give the name and address of the ultimate parent company			

3.8 Company Registration Number (or alternative EU registration number)	
3.9 VAT Registration Number (or alternative EU registration number).	
3.10 Do you intend to sub-contract some or all of the work? If so please provide details here.	

5. REFERENCES

Please provide details of two organisations from whom you have been awarded projects of a relevant nature, scale and value during the last three years.

Please note that while references are not scored as part of the award criteria, references may be requested prior to contract award. East Lothian Council reserve the right not to award a contract where references received are unsatisfactory.

Organisation name	
Organisation address	
Telephone Number	
E-mail address	
Contact:	
Contract Value	
Contract Description	

Organisation name	
Organisation address	
Telephone Number	
E-mail address	
Contact:	
Contract Value	
Contract Description	

Unless stated otherwise East Lothian Council may approach the above-named organisations to take up these references.

6. FORM OF TENDER

In accordance with the principle of competitive tendering we require you to certify that this is a bona fide tender, intended to be competitive, and that the amount of the tender has not been fixed or adjusted by or in accordance with any agreement with any other person.

We also require you to certify that you have not and will not at any time before you have been advised of the award of the tender:

- a. Communicate with any person other than the person calling for those tenders the amount or approximate amount of the proposed tender;
- b. Enter into any agreement or arrangement with any other person who shall refrain from tendering or as to the amount of any tender submitted; and
- c. Offer or agree to pay any sum of money or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work and act or thing of the sort described above.

In this statement, the word "person" includes any persons or anybody or association, corporate or non-corporate; and "any agreement or arrangement" includes any such transaction formed or informed, and whether legally binding or not.

It shall be at the sole discretion of the Council to decide that collusive tendering practices have taken place.

*I/We the undersigned undertake to submit a tender. We agree to abide by this tender from the closing date for submitting tenders until the award of the Contract.

*I/We understand that ELC are not bound to accept the lowest or any tender.

7. ACKNOWLEDGEMENT & ACCEPTANCE

Please confirm that you have read and understood all of the above, the Terms & Conditions and accept them in their entirety without any qualifications.

Name:

Position:

On behalf of (Organisation):

Date:

8. TERMS & CONDITIONS

EAST LoTHIAN COUNCIL

CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

These Conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Consultant shall form any part of the Contract unless specifically agreed in writing by the Client.

1. DEFINITIONS

In these Conditions:

'Client' means East Lothian Council;

'Consultant' means the person, firm or company with whom the Client has contracted for the provision of the Consultancy Services;

'Consultancy Services' means the services to be provided as specified in the Contract;

'Premises' means the location where the Consultancy Services are to be performed, as specified in the Contract;

'Contract' means the contract between the Client and the Consultant consisting of the Client's Invitation to Tender, these Conditions, the Consultant's Response and any other documents (or parts thereof) specified and agreed between the parties in writing.

2. THE CONSULTANCY SERVICES

- 2.1 The Consultant shall provide the Consultancy Services with all reasonable skill, care and diligence in accordance with the Contract.
- 2.2 The Consultant shall provide the Client with such reports of his work at such intervals in such form as the Client may from time to time require.

3. CONSULTANT'S PERSONNEL

- 3.1 The Consultant shall make available for the purposes of the Consultancy Services any individuals named in their Response as key personnel. The Consultant shall provide the Client with a list of the names and addresses of all others regarded by the Consultant as key personnel and, if and when instructed by the Client, all other persons who may at any time be concerned with the Consultancy Services or any part of them, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Client may at any time by notice to the Consultant designate any person concerned with the Consultancy Services or any part of them as a key person. The Consultant shall not without the prior written approval of the Client make any changes in the key personnel referred to in this Condition.
- 3.2 The Consultant shall take the steps reasonably required by the Client, to prevent unauthorised persons being admitted to the Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from provision of the Consultancy Services, the Consultant shall take all reasonable steps to comply with such notice.

3.3 The decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the provision of the Consultancy Services or as to the designation or approval of key personnel and as to whether the Consultant has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.

3.4 The Consultant shall bear the cost of any notice, instruction or decision of the Client under this Condition.

4. CHANGE TO CONTRACT REQUIREMENTS

4.1 The Client may order any variation to any part of the Consultancy Services that for any other reason shall in its opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Consultancy Services and changes in quality, form, character, kind, timing, method or sequence of the Consultancy Services.

4.2 Save as otherwise provided herein, no variation of the Consultancy Services as provided for in Condition 4.1 hereof shall be valid unless given or confirmed in the form of an order given by the Client. All such orders shall be given in writing provided that if for any reason the Client shall find it necessary to give any such order orally in the first instance the Contractor shall comply with such oral order which must be confirmed in writing by the Client within 2 working days of the giving of such oral order by the Client, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

4.3 Where any such variation of the Consultancy Services made in accordance with Conditions 4.1 and 4.2 has affected or may affect the costs incurred by the Consultant in providing the Consultancy Services, the Consultant will notify the Client in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Client, who shall take all of the facts into account (including such information as may be provided by the Consultant in respect of the effect which such variation has had or may have on the costs incurred by the Consultant in providing the service) and may authorise such alteration to the sums to be paid to the Consultant in accordance with the provisions of the Contract as are, in his opinion, appropriate and reasonable in the circumstances.

5. FEES AND EXPENSES

5.1 The Client shall pay to the Consultant fees and expenses at the rate specified in the Contract.

5.2 The Consultant shall be entitled to be reimbursed by the Client only for expenses reasonably and properly incurred by him in the performance of his duties hereunder, subject to production of such evidence thereof as the Client may reasonably require.

5.3 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Client.

5.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

6. AUDIT

The Consultant shall keep and maintain until 2 years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Consultant or in connection with any employees of the Consultant paid for by the Client on a time charge basis. The Consultant shall on request afford the Client or his representatives such access to those records as may be required by the Client in connection with the Contract.

7. CORRUPT GIFTS OR PAYMENTS

The Consultant shall not offer or give or agree to give, to any member, employee or representative of the Client any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having

done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The attention of the Consultant is drawn to the criminal offences created by the Bribery Act 2010.

8. PATENTS, INFORMATION AND COPYRIGHT

- 8.1 It shall be a condition of the Contract that, except to the extent that the Consultancy Services incorporate designs furnished by the Client, that nothing done by the Consultant in the performance of the Consultancy Services shall infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and the Consultant shall **indemnify** the Client against all actions, claims, demands, costs and expenses which the Client may suffer or incur as a result of or in connection with any breach of this Condition.
- 8.2 All rights (including ownership and copyright) in any reports, documents, specifications, instructions, plans, drawings, patents, models or designs whether in writing or on magnetic or other media:
- (a) furnished to or made available to the Consultant by the Client shall remain vested in the Client absolutely;
 - (b) prepared by or for the Consultant for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Client absolutely, and (without prejudice to Condition 11.2) the Consultant shall not and shall procure that his servants and agents shall not (except to the extent necessary for the implementation of this Contract) without the prior written consent of the Client use or disclose any such reports, documents, specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Consultant may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Consultant shall not refer to the Client or the contract in any advertisement without the Client's prior written consent.
- 8.3 The provisions of this Condition 8 shall apply during the period of this Contract and after its termination howsoever arising.

9. INDEMNITIES AND INSURANCE

- 9.1 The Consultant shall **indemnify** and keep **indemnified** the Client, its servants and agents against all losses, actions, claims, demands, costs and expenses incurred by or made against the Client, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused by the negligent act or omission or other wrongful act of the Consultant, his servants or agents.
- 9.2 The Consultant shall effect with an insurance company or companies acceptable to the Client a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Consultant contained in this Contract in the sum of at least £1 million in respect of any one incident and unlimited in total, unless otherwise agreed by the Client in writing.
- 9.3 If requested, a certificate evidencing the existence of such policies shall be provided by the Consultant to the Client.

10. DISCRIMINATION

The Consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment. The Consultant shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Consultant and all sub-contractors employed in the execution of the Contract.

11. CONFIDENTIALITY AND FREEDOM OF INFORMATION

11.1 The Consultant shall keep secret and not disclose and shall procure that his employees keep secret and do not disclose any information of a confidential nature obtained by him by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision. The Consultant shall comply with the Data Protection Act 1998 at all times and shall enter into a data processing agreement with the Client on request.

11.2 The Consultant acknowledges that the Client is subject to the terms of the Freedom of Information (Scotland) Act 2002 and The Environmental Information (Scotland) Regulations 2004 (together the 'Information Legislation') and accordingly agreed that any information related to the Contract with the Consultant may be disclosed by the Client in fulfilment of its statutory obligations in terms of the Information Legislation or otherwise, except that, where the Consultant has indicated in its Response that it considers certain information should be treated as commercially confidential, the Client shall not release such information other than where a valid request is received in terms of the Information Legislation for such information and the Client shall have regard to the Consultant's view when considering any request to release the information in terms of the Information Legislation. Notwithstanding any view taken by the Consultant, the parties acknowledge that the Client may still require to disclose such information and the Consultant hereby waives any rights it may have against the Client in respect of such disclosure.

11.3 The parties agree that, without prejudice to the terms of 11.2, disclosure may be made by the Client of such information relating to the outcome of the procurement process as may be required to be published in the Official Journal of the European Communities or elsewhere in accordance with EC Directives or UK Government policy on the disclosure of information regarding local government contracts. This disclosure may include the number of tenders received, the identity of the successful Consultant, the winning contract price, the specification of goods to be provided, terms and conditions of contract, quality and performance standards, and subsequent performance against those quality and performance standards.

11.4 The provisions of this Condition 11 shall apply during the continuance of this Contract and after its termination howsoever arising.

12. RECORDS MANGEMENT

The Consultant shall provide the Client with all assistance reasonably requested by the Client to assist the Client in complying with its obligations under the Public Records (Scotland) Act 2011 and with the Client's records management plan where such compliance is in respect of records created or to be created by the Consultant on behalf of the Client in terms of this Contract. This assistance shall be at no cost to the Client. The provisions of this Condition 12 shall apply during the continuance of this Contract and after its termination howsoever arising.

13. TERMINATION

13.1 The Consultant shall notify the Client in writing immediately upon the occurrence of any of the following events:

- (a) where the Consultant is an individual and if a petition is presented for the Consultant's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Consultant, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- (b) where the Consultant is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Consultant to be wound up as an unregistered company; or
- (c) where the Consultant is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with

its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

13.2 On the occurrence of any of the events described in Condition 13.1, or if the Consultant shall have committed a material breach of this contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 7 days of being required by the Client in writing to do so, or, where the Consultant is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of the Mental Health (Care and Treatment) (Scotland) Act 2003, the Client shall be entitled to terminate this Contract by notice to the Consultant with immediate effect.

13.3 In addition to his rights of termination under Condition 13.2, the Client shall be entitled to terminate this Contract by giving to the Consultant not less than 30 days' notice to that effect. In the event of such termination, the Consultant shall, if required to do so by the Client, prepare and submit to the Client a report on the work done prior to the termination and making such recommendations as may be based on the work done prior to termination.

13.4 Termination under Conditions 13.2 or 13.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client and shall not affect the continued operation of Conditions 8 and 11.

14. RETURN OF DOCUMENTS

14.1 The Consultant will return to the Client promptly upon the termination of the Contract any document, paper, material or information supplied by or obtained from the Client in connection with the Contract, or extracted from such documents, papers, materials or information.

14.2 Where the Contract has been terminated pursuant to Condition 13.3, the Consultant may retain any documents papers, materials or information which shall be required by him to prepare any report required under that Condition. Promptly upon submission of the report to the Client, the Consultant will return any documents, papers, materials or information that he may have retained in terms of this Condition.

15. RECOVERY OF SUMS DUE

Wherever under this Contract any sum of money is recoverable from or payable by the Consultant, that sum may be deducted from any sum then due or which at any later time may become due, to the Consultant under this Contract or under any other agreement or contract with the Client.

16. ASSIGNATION AND SUB-CONTRACTING

16.1 The Consultant shall not assign or sub-contract any portion of the Contract without the prior written consent of the Client. Sub-contracting any part of the Contract shall not relieve the Consultant of any obligation or duty attributable to him under the Contract or these conditions.

16.2 Where the Client has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Consultant to the Client immediately it is issued.

16.3 Where the Consultant enters a sub-contract with a Consultant or contractor for the purpose of performing the Contract, he shall cause a term to be included in such sub-contract which requires payment to be made to the Consultant or contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

17. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telemessage, facsimile transmission or other means of

telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown in the Contract, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

18. DISPUTE RESOLUTION

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decisions of the Client is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to a single arbiter to be mutually chosen by the parties or, failing agreement, nominated by the President of the Law Society of Scotland for the time being on the application of either party. Any such reference to arbitration shall be deemed to be an agreement to refer to arbitration within the meaning of the Arbitration (Scotland) Act 2010.

19. HEADINGS

The headings to Conditions shall not affect their interpretation.

20. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with Scottish law and the Consultant hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Client to take proceedings against the Consultant in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.