

Brief for Masterplan for Cairngorm Mountain

Highlands & Islands Enterprise

Highlands and Islands Enterprise (HIE) is the Scottish Government's economic development agency for the Highlands and Islands of Scotland. We work with private businesses and public and voluntary sector organisations to build sustainable economic growth across a diverse and beautiful region, from Shetland to Argyll and from the Outer Hebrides to Moray. We are committed to developing the Highlands and Islands as a competitive region which is home to strong communities, successful, high growth businesses and excellent quality of life.

Further details about HIE, including details of our 3 Year Operating Plan and Annual Report can be found at www.hie.co.uk or are available from reception at any of our offices.

Background to this requirement

Cairngorm Mountain Estate is owned by Highlands and Islands Enterprise (HIE) and extends to 1418 hectares, within the Cairngorms National Park and is a key economic driver within the local area. The National Park is an iconic attraction and an internationally renowned area of scientific interest - the surrounding areas contain unique natural habitats and wildlife protected by EU legislation.

HIE lease part of their estate to a wholly owned subsidiary, Cairngorm Mountain Scotland Ltd (CMSL), which operates the Cairngorm Mountain resort. This year-round visitor attraction has been one of Scotland's most popular snowsports destinations for over 50 years. Together with neighbouring Glenmore (part of the National Forest Estate and managed by Forestry and Land Scotland) and the privately owned Rothiemurchus estate, this area attracts 40% of all visitors to the National Park.

As a condition of the original planning permission for the Cairngorm funicular railway, there is a Section 50 Agreement between HIE, Highland Council, Scottish Natural Heritage and CMSL, which governs visitor management and the use of certain areas of the mountain, in order to protect the natural habitat.

Cairngorm Mountain is, and will remain, a significant asset for the economy of the Highlands and Islands and the ski resort is one of the key draws for tourists and outdoor enthusiasts in the Badenoch and Strathspey area. Maximising the potential from the winter snowsports opportunity, in addition to securing a sustainable all year-round operation at Cairngorm Mountain is regarded as a critical component of a thriving local economy.

The estate is of great interest to the local community and particularly the local business community, a significant number of whom see it as an important factor in their own business' success.

To that end, HIE has invested in snow making capability and in activities which will improve the summer offering. HIE has also engaged the SE Group, international snowsport and resort consultants, to advise on the potential for Cairngorm Mountain – they have undertaken a comprehensive stakeholder and community exercise to identify the opportunities available as well as the challenges that need to be addressed. See the following weblink for more information: <http://www.hie.co.uk/regional-information/area-information/inner-moray-firth/cairngorm.html>

The funicular railway on Cairngorm Mountain is a key attraction at the resort, linking the Base Station with the Ptarmigan Restaurant. It is part of the uplift infrastructure during the snowsports season and a popular all-year round attraction. The funicular was closed in October 2018, due to safety concerns with the structure – HIE is working with specialist engineering consultants to identify the issues and to design a solution for the repair of the structure, subject to funding.

HIE's priority is to engage with stakeholders and the community to agree an ambitious vision for the future of Cairngorm Mountain. The masterplan is likely to attract a great deal of interest from the local community and the various interests in it, both for and against further development of the resort. Sections of the community, particularly from local businesses have asked for extensive consultation and demonstrable involvement in formulating the plan's content. The resulting Masterplan will inform future development at Cairngorm Mountain, as part of a strategy for a sustainably managed asset, which supports economic development, recreation, tourism, conservation and education.

Rationale for the Masterplan

- To set out the long-term physical realisation of the functional vision for the estate (particularly the ski area), which balances economic opportunity and business need with environmental sustainability
- To provide a vision which will inform the requirement for phased public and private sector investment
- To set the agenda for HIE as landowner and custodian of the mountain and to give context to what the operating company will do to develop a sustainable, and economically viable, place-based approach
- To establish an inclusive approach with stakeholders, where community input is valued and the case can be made that the plan's contents have been developed in a way that recognises local businesses and the role the estate plays in their success
- As a minimum, meet the new guidelines of the Scottish Land Commission in regard to community involvement in land management
- To provide the necessary basis for integration with neighbouring land-managers

Context and Consultation

The masterplan will need to be guided by a variety of reports, statutory policies and other sources of information, including but not limited to:

- Cairngorms National Park – in particular, the policies in the National Park Partnership Plan and Local Development Plan. The new Cairngorms Local Development Plan 2020 will require ski areas to have a masterplan
- Cairngorm and Glenmore Strategy and associated plans. The strategy was approved by all relevant public bodies in 2016 <https://cairngorms.co.uk/wp-content/uploads/2015/11/161221CGStrategy.pdf>
- HIE Estate Management Plan – masterplan needs to be set in the context of the whole estate
- Take account of the current Visitor Management Plan associated with the Funicular (S50 agreement)
- The SE report which is a comprehensive review of resort facilities and outlines a vision and priorities for future investment
- CDMM review of electrical infrastructure
- Reports on the potential for micro hydro power generation
- The Forestry & Land Scotland land management plan for Glenmore (in consultation autumn 2019)
- Relevant visitor studies

The ability to engage constructively with the statutory stakeholders and the wider community will be a vital component of the successful delivery of this contract. The appointed supplier will lead on all consultation events, including issuing invitations and booking venues, - it is anticipated that there will be "face to face" consultation events with key stakeholders including CMSL and statutory partners,

members of the Cairngorm Funicular Response Group and open workshops / charrettes providing wider opportunities for engagement with the process.

Access to power and water is a fundamental requirement for the planning of future uplift and snowmaking infrastructure at Cairngorm and should be considered within the Masterplan – the SE Group report has recommended that a specialist snowmaking plan for the mountain be undertaken.

Scope of Masterplan

This should cover the following areas:

- Overall Vision for the site with a 25 year horizon, recognising the need for a viable business model
- Functions and activities to be delivered on Cairngorm including both summer and winter offering
- Visitor Management Plan – what experience is to be delivered and what is the unique offer that can define Cairngorm, whilst being complementary to the local area?
- Consideration of the impact of proposals on the environmental interest and visitor experience in the wider surrounding area
- Opportunities for increased transport connectivity to Aviemore, enabling alternatives to private car use
- Spatial strategy – to give clarity and ensure that the most suitable areas are identified for the most appropriate land use
- Indicative timeline for development with a priority programme of delivery over the next 5 years
- Sustainability plan – how will this new approach be sustainable from a financial, environmental and community perspective
- Commitment to environmental best practice in the mountain resort environment and a move to net zero carbon
- Identify when it will be appropriate to review the masterplan in the future and reflect on progress

Outputs

1. A final report and presentation to HIE, hard copy and electronic – the draft should be provided within 7 months of the start of the contract and the final report within 9 months of the start of the contract
2. Design of a hard copy leaflet/ electronic presentation, summarising the Masterplan, for wider distribution to stakeholders, the community and publication online – production of leaflets to be arranged for by HIE
3. Clear audit trail and account of seeking extensive community input

Contract Management - Reporting

HIE will require monthly “face to face” updates, particularly at the following milestones:

- Following a review of the statutory and environmental context of Cairngorm Mountain and the identification of key issues
- Pre and post consultation with CMSL and statutory stakeholders
- Pre and post community consultation
- At draft and finalised design stage

This list is not exhaustive but provides the basis of the service to be provided.

Contract Duration & Budget Scope

The budget currently available is between £40,000 and £49,500 (excluding VAT). This is inclusive of all Travel and Subsistence and travel time but exclusive of the venue costs for the consultation events which will be paid for by HIE separately.

It is anticipated that the contract will be let for a period of 10 months, unless terminated in accordance with the provisions of the Contract Conditions, with HIE having the option to extend for a further period of up to 2 months.

Invoices should be submitted on a monthly basis in arrears to HIE and should be based on the completion of key milestones and over the lifetime of the contract must not exceed the total Bid cost.

The relevant reports and evidence of agreed expenditure shall accompany each invoice. HIE shall not be responsible for any delay in payment of the invoice where the invoice is not accompanied by the relevant reports.

Fair Work Practices

Highlands & Islands Enterprise encourages all suppliers to pay the Living Wage (as defined by the Living Wage Foundation www.livingwage.org.uk/) to their employees and to promote payment of the living wage throughout their supply chain.

In addition, HIE supports the Scottish Business Pledge (scottishbusinesspledge.scot/) and are working closely with the Scottish Government and other partners to promote it to all of the companies we work with. Our Operating Plan priorities are closely aligned with the Pledge and we therefore see it as an important tool to help businesses realise their growth ambitions. In particular, it provides a clear demonstration of the approach underpinning Scotland's Economic Strategy whereby competitiveness and inclusive growth are mutually supportive objectives.

Therefore, in order to ensure the highest standards of service quality in this contract we expect contractors to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.

Statutory Obligations

The bidder shall be deemed to have acquainted themselves with, and comply with, all conditions likely to effect the execution of the Specification, including Health & Safety, Equality and Diversity and other regulations in force. No claim for additional payment shall be allowed on the grounds of any misunderstanding or misinterpretation due to lack of knowledge of the conditions, regulations or requirements.

Selection Criteria

Conflict of Interest

For any tender exercise it is essential that bidders do not have a conflict of interest which would prevent them from participating in the process and/or being awarded a contract. This could relate either to the situation at the bidding stage and/or during the ongoing management and delivery of any contract/s awarded.

Where a bidder is providing goods or services to HIE under another contract or framework and a conflict situation is, may become, or may be perceived to be or become apparent, HIE reserves the right not to make an award under either the previous framework or this new contract. The decision as to whether a conflict situation is, may, or may be perceived to be or become apparent, shall be at the sole discretion of HIE.

Bidders are required to state any known Conflict of Interests as part of this tender response. In addition, any changes to circumstances relating to Conflict of Interest must be declared to HIE as soon as an actual or perceived situation arises.

Conflict of interest relates to anyone involved in the management and/or delivery of the requirements including staff and/or sub-contractors. Interests may relate to HIE and/or a HIE client and/or be financial or non-financial. There is a particular risk in respect of financial interests and in this situation there should be a presumption that the interest is material.

It is also worth considering situations when it would be appropriate to declare relevant interests of close family or friends (indirect interests). Close family includes spouse, live-in partner, parent, child, brother, sister and the spouses of any of these.

Bidders are required to be open and transparent about their interests and to always take advice if unsure and if in doubt to err on the side of caution. Recognition must be given to public perception when considering whether an interest is material such as not only whether your organisation will be influenced but also whether a member of the public, acting reasonably, would think that your organisation might be influenced (the public perception test).

Details of HIEs Conflict of Interest Policy processes are attached which provide guidance on areas we would expect you to consider.

There are no definitive timescales for considering whether an interest remains relevant and these should be considered on a case by case basis of the particular circumstances. HIE's Conflict of Interest Policy includes a general provision of a 12 month cooling off period which can be extended or reduced depending on circumstances. As noted above if bidders are in doubt as to whether a conflict is relevant a cautious approach is recommended including early disclosure and discussion with HIE. It should be noted that the final decision regarding materiality of a conflict rests with HIE.

Insurances

It is a requirement of this contract that you have in place any insurances etc as listed in the attached Commissioning Letter. Bidders will be required to maintain these insurances throughout the term of the contract and to supply to HIE, upon request, copies of the policies and evidence of premiums paid.

Award Criteria

When used collectively this provides evidence that the selected tender is the most economically advantageous to HIE. Tenders will be assessed on a ratio of Quality (80%) and Price (20%) and evaluated solely on the information provided.

EVALUATION CRITERIA		Weighting
Quality	Understanding of this specific project	10%
	Management and Delivery Methodology	30%
	Management and Delivery Team	30%
	Risks and Opportunities	10%
Cost	Price	20%
Total		100%

Response

Your response should be as per the following numbered sections using the headings below:

SELECTION CRITERIA		
1	HMRC (not scored)	<p>HIE as a public body must comply with HMRC IR35 provisions.</p> <p>If you are bidding as a personal service company (PSC) or will be using a personal service company to provide services under the contract you must provide details in this section.</p> <p>Further guidance and a link to the HMRC “test employment details for tax” tool can be located at: https://www.gov.uk/guidance/check-employment-status-for-tax</p>
2	Conflict of Interest (Pass/Fail)	<p>Have you any actual or potential conflicts of interest?</p> <p>If the answer to this question is ‘Yes’, please provide details and explain how you intend to avoid any such conflicts. This information is required in order to assist HIE internally manage any conflicts of interest but may impact on eligibility.</p> <p>Refer to the Conflict of Interest section of this Brief for further guidance.</p> <p>You are reminded that the final decision regarding the materiality of a conflict of interest rests with HIE.</p>
3	Insurances (Pass/Fail)	<p>Please confirm that your organisation either already holds or will commit to obtaining these prior to the start of the contract.</p> <p>Employers Liability – min £5M for each and every claim Public Liability – min £250k in aggregate Professional Indemnity – min £250k in aggregate</p>
AWARD CRITERIA – this section should not exceed 15 pages (inclusive of CV’s) and should not include any urls		
4	Understanding of this specific project	<p>Provide a short summary of your organisation in the context of our specific requirements and demonstrate how you are qualified to provide this service. This should include reference to similar previous projects relevant to this requirement.</p>
5	Management & Delivery Methodology	<p>Explain how you will manage and deliver these services including the number of personnel used and the number of days anticipated to be required for each activity.</p> <p>Provide a timetable of key milestones, including the proposed number of consultation events required, outlining your engagement with HIE and other stakeholders, visits to Cairngorm Mountain and its local area and how progress will be fed back to HIE in addition to the regular stakeholder meetings.</p>

		<p>This should include a comprehensive statement on the detailed methodology that will be used to secure community participation to ensure the success of this project.</p> <p>Describe how you will apply quality control measures as well as how any issues/disputes between your organisation and HIE are managed and resolved.</p>
6	Management & Delivery Team	<p>Provide details of your proposed management and delivery team, including any subcontractors, supporting your response with the use of an organogram.</p> <p>This should include:</p> <ul style="list-style-type: none"> • Your Programme Manager • All principal members of the delivery team • The individual with responsibility for day to day contact with HIE <p>Explain their roles and responsibilities and how they will interface not only with HIE but with other members of the delivery team.</p> <p>Provide brief CV's detailing how their specific expertise, experience or qualifications will be applied to benefit the delivery of this contract. (Max page limit of 1 side of A4 per CV). CV's <u>must</u> be clearly labelled.</p> <p>If you are not able to provide named individuals for any roles at this stage, please submit a person specification for the role.</p> <p>It is important that a credible record in community consultation and engagement can be demonstrated within the team.</p> <p>HIE is looking for a supplier with a management and delivery team that will be able to deliver the services in an exemplary manner to ensure that the supplier continually achieves the obligations and objectives, as detailed in the Statement of Requirements.</p>
7	Risks and opportunities	<p>Provide details on your assessment and mitigation of any identified risks or challenges in managing and delivering this contract. This should demonstrate that due consideration has been given to responding to current and emerging risks/challenges throughout the lifetime of the Contract.</p> <p>The details should cover the:</p> <ul style="list-style-type: none"> • key risk/challenge • likelihood (High/ Medium/ Low) • impact (High/ Medium/ Low) • mitigation • owner <p>The headings provided are a minimum with the option to add more where considered relevant.</p>

		HIE is looking for a supplier who can demonstrate they have fully considered the risks and/or challenges associated with the services to ensure they continually achieve the obligations and objectives, as detailed in the tender documentation issued.
8	Price	Provide a total fixed price for the contract including a breakdown of the fees by task and/or day rate. Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred.
NOT SCORED		
9	Business Pledge	Has your organisation signed up to the Scottish Business Pledge (scottishbusinesspledge.scot/)
10	Living Wage	Will your organisation pay at least the Living Wage as defined by the Living Wage Foundation (www.livingwage.org.uk/) for workers (including any agency or sub-contractor workers) engaged in the management and delivery of this contract. If yes, please confirm whether or not your organisation is an Accredited Employer or Recognised Service Provider with the Living Wage Foundation (http://scottishlivingwage.org/accredited)

No further information or marketing material should be submitted.

Tender Evaluation

Your response to the Quality section of the Award criteria will be evaluated against the following matrix. Individual Panel member scores will be combined and averaged to produce a single score for each section. Scores are calculated in excel so are automatically rounded up or down to 1 decimal point.

Score	Criteria
0 Unacceptable	Nil or inadequate response which fails to demonstrate an ability to meet the requirement.
1 Poor	Response is partially relevant but generally poor. It 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. It 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. It 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. It is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.

Your response to the Price section of the Award criteria will be evaluated using the method described below:

- The average price of all evaluated bids will be allocated a score of 50 points.
- 1 point is deducted from the score of each tender for each percentage point above the average (rounded up or down to the nearest one decimal point); and 1 point is added to the score of each supplier for each percentage point below the average (rounded up or down to the nearest one decimal point).
- The applicable price weighting is then allocated based on these points to obtain the final score.

On completion of the evaluation process, the supplier with the highest score will be selected and awarded the Contract.

Indicative Timescale

	Description	Date	Time
1	Tender issued	24/07/2019	
2	Last date to request tender clarifications	09/08/2019	12 noon
3	Tender Deadline	14/08/2019	12 noon
4	Email Clarifications, if required, completed by	20/08/2019	
5	Contract Award	26/08/2019	

As part of the evaluation process, bidder(s) may be asked to respond to clarification questions regarding their bid, by email. Bidders must ensure they are able to respond promptly to such requests.

Queries

PCS gives bidders access to an on line "Question & Answer" facility which must be used to raise **ALL** queries, including any relating to Terms and Conditions. Queries must be raised before the "last date to request clarification" as detailed in the Indicative Timescale above. Please note that queries are raised anonymously so you should not include the name of your organisation in any question raised.

Responses to queries raised before the deadline for tender clarifications will be published via PCS.

Tendering Conditions

All quotes are valid for a minimum of three months.

HIE welcomes consortia bids with suitable relationships in place. HIE will contract with the lead member and it will be for members of the consortium to sort out their respective duties and liabilities amongst each other.

Under the Freedom of Information (Scotland) Act 2002, (FOISA) and the Environmental Information (Scotland) Regulations 2004 (EIRs) we may need to disclose and/or publish any information you send us. If you think that any of the information included in your tender is commercially sensitive or confidential please identify it and explain (in broad terms) what harm you think might result from disclosure and/or publication, why disclosure/publication might cause such harm and how long you think it is likely to remain so.

Any information identified as sensitive, should be included in an annex which sets out the reasons for sensitivity and the period of sensitivity.

You should be aware that, even where you have indicated that information is commercially sensitive, confidential and/or restricted, it is entirely at our discretion to decide whether or not we are required to disclose and/or publish it under FOISA or EIRs.

The Scottish Information Commissioner does not regard bidders' price structures as being commercially sensitive information. Such information is therefore potentially subject to disclosure by HIE. HIE reserves the right to publish the details of those invited to tender.

Any interested parties are liable for their own costs relating to the tender process.

Information Sharing

In the course of this process HIE will act as a "data controller", holding and processing personal data (for example, personal data of you in the form of contact details or CVs, and any of your company's employees).

You can see full information on how we process personal data by visiting [here](#).