

8 July 2020

Dear Sir/Madam,

Request for Proposal for the 'Further Development of the Seabird Sensitivity Mapping Tool' for the Offshore Renewables Joint Industry Project (ORJIP)

Offshore Renewables Joint Industry Project ("ORJIP") for Offshore Wind ("OSW") is a joint industry project managed by the Carbon Trust and funded by a number of offshore wind developers and key offshore wind stakeholders. Under the programme, single sponsor projects can be taken forward by individual ORJIP OSW members at the discretion of the group.

Under ORJIP OSW Stage 1, at the request of and funded by Marine Scotland, Carbon Trust facilitated the completion of the 'Development of the Seabird Sensitivity Mapping Tool for Scotland' (Phase 1) completed by the Centre for Ecology and Hydrology (CEH) in June 2019. The objective of this project was to develop a tool to be hosted by Marine Scotland capable of estimating, for the Scottish coastline waters: a) the relative importance of a location for individual seabird species and species groups, b) the likelihood of birds at that location being from a SPA population, and c) their sensitivity to offshore wind farm developments. This report can be made available to potential bidders upon request.

Following on from the completion of Phase 1, Marine Scotland would like to further develop the tool, as per the scope outlined in Annex A, to improve on it under a Phase 2 for this project.

Carbon Trust reserves the right to withdraw the tender, which will be determined by the quality of proposals received. Should Marine Scotland wish to proceed, and your proposal is shortlisted, we will contact you with either clarification questions regarding your proposal, invite you to interview or to notify you as preferred contractor. The Contract, if awarded will consist of an Award Letter, a Scope of Work (which may be based on the attached Project Scope and your proposal), the ORJIP OSW Conditions of Contract ("**Conditions**"), and any clarifications agreed in writing. Together these documents will establish the Contract for the Further Development of the 'Seabird Sensitivity Mapping project' (the "**Contract**") between you and Carbon Trust Ltd (from hereon, the "**Carbon Trust**"). The Conditions accompany this ITT for your prior review.

Tender documents included:

- **Invitation to Tender** (*this document*), including Scope of Work (Annex A) and Key Performance Indicators (Annex B)
- **ORJIP OSW General Terms & Conditions**
- **Form of Tender**

Please let us know of any queries you may have, answers to which will be published on our website and distributed to those who have submitted a proposal.

For information about ORJIP OSW (and its participants), please see the Carbon Trust's web site: <https://www.carbontrust.com/our-projects/orjip-offshore-wind>

Unless informed to the contrary your proposal and all communications should be sent by e-mail to the following e-mail address: oliver.patrick@carbontrust.com



If you are interested in participating:

The Deadline for clarification questions is 17:00 (BST) Wednesday July 22nd
Answers will be uploaded on our website by Wednesday July 29th

The Deadline for submission of proposal is 17:00 (BST) Friday August 14th

Project Decision Friday August 28th

We may contact interested parties for interviews with Marine Scotland. Any interviews would take place w/c August 17th. If you have any questions about the timing, please let us know.

We look forward to receiving your proposal.

Yours sincerely,

Liam Leahy
For and on behalf of
CARBON TRUST and MARINE SCOTLAND

Offshore Renewables Joint Industry Project (ORJIP) for Offshore Wind

Request for Proposal for the “Further Development of the Seabird Sensitivity Mapping Tool” Project

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IMPORTANT INFORMATION FOR INTERESTED PARTIES

Neither this document, nor any part of it nor any other information supplied in connection with it may, except with the prior written consent of the Carbon Trust, be published, reproduced, copied, distributed or disclosed to any person other than in confidence to the recipient's advisers nor used for any purpose other than consideration by the recipient of whether or not to submit a Tender.

If the recipient decides not to submit a Tender or if the Carbon Trust notifies the recipient that the award process has ceased or that the recipient is no longer being considered for the award of a Contract in relation to this Invitation to Tender or otherwise upon request by the Carbon Trust, the recipient will promptly return this document and any other information provided in connection with it (without retaining any copies or reproductions in any form) to the address stated on the front cover.

Bidders should note that this Scope of Work does not constitute an offer to contract with the Carbon Trust. It only represents a definition of specific requirements and an invitation to submit a tender addressing these requirements. Issuance of this invitation to tender and the subsequent receipt and evaluation of the tenders by the Carbon Trust does not commit the Carbon Trust to enter into a Contract with any bidder.

Bidders should also note that:

- depending on the progress and/or results of the study referred to in this Invitation to Tender and the views of the Carbon Trust and/or the ORJIP programme as to whether additional analysis or more in-depth work in respect of any or all aspects relating to the study are desirable in order to achieve the objectives referred to in the Invitation to Tender, the Carbon Trust may request such additional analysis or work. Any additional analysis or work agreed between the parties shall form part of Scope of Work and the Services to be provided by the selected Contractor under the Contract;
- the Carbon Trust reserves the right not to accept the lowest priced tender or any tender whatsoever;
- the Carbon Trust reserves the right to accept more than one tender;
- unless a bidder makes a formal statement to the contrary, the Carbon Trust reserves the right to accept any part of a bidder's tender without accepting the remainder;
- formal notification that a tender has been successful will be communicated in writing by the Carbon Trust;
- the costs of tendering are the full responsibility of the bidder; and,
- the pricing set by bidders shall be valid for a minimum of 90 days.

The information contained here, in the Scope of Work and in any documents or information it refers to or incorporates (the "Disclosed Information") has been prepared to assist interested parties to decide whether to make a bid. The Disclosed Information is not a recommendation by the Carbon Trust. It does not purport to be all inclusive or include all the information that a bidder may require.



Neither the Carbon Trust nor any of its directors, employees, agents or advisers makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the **Disclosed Information**. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to the Disclosed Information or any subsequent communication. The only information which will have any legal effect and/or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and/or warranted in writing to the successful bidder in any written contract that may be entered into with the Carbon Trust.

1. Introduction to ORJIP OSW and project governance structure

The Offshore Renewables Joint Industry Project (ORJIP) for Offshore Wind is a joint industry project between Marine Scotland, The Crown Estate, Crown Estate Scotland, EDF, EDPR, Equinor, Innogy, Orsted, Red Rock Power Limited, RWE, Shell, SSE Renewables and Carbon Trust (together the ORJIP Offshore Wind members).

ORJIP Offshore Wind has been set up to address the need to de-risk the consenting process for offshore wind. The aim of the programme is for members to fund strategic research to reduce consenting risk for offshore wind projects.

A number of key research projects are being identified as critical to de-risking the consenting process, of which the 'Further Development of the Seabird Sensitivity Mapping Tool' project is one. Projects will be procured by The Carbon Trust acting in their capacity as Project Manager on behalf of the ORJIP Offshore Wind members.

As allowed under ORJIP Offshore Wind, single sponsor projects (SSP) can be taken forward at the discretion of the group. Following on from the completion of Phase 1 under ORJIP OSW Stage 1, Marine Scotland would like to further develop the 'Seabird Sensitivity Mapping Tool', as per the scope, to improve on it under a Phase 2 for this project.

The submissions will be evaluated by Marine Scotland and Carbon Trust.

It is expected that the Contractor will meet (virtually) with Carbon Trust every 2 weeks at the start of the project and as necessary during the delivery phase of the project.

It is expected that the Contractor will speak with the Carbon Trust Project Manager on a week to week basis as required.

The project may have a Project Expert Panel (PEP) comprising of persons selected by Marine Scotland and The Carbon Trust from the ORJIP Offshore Wind Advisory Network.

The purpose of the PEP will be to engage with scientific and applied experts throughout the project to maximise the chances that the findings can be used to inform consenting decisions.

2. Terms and Abbreviations

- 2.1. **"Contractor"** the lead company contracted to undertake the work as described in the Scope of Work;
- 2.2. **"PEP"** refers to the Project Expert Panel (PEP) who have decision making powers with regards to the direction of the project;
- 2.3. **"ORJIP Offshore Wind"** refers to the Offshore Research Joint Industry Project for Offshore Wind delivered and managed by the Carbon Trust and funded by the ORJIP Offshore Wind members;
- 2.4. **"SNCB"** Statutory Nature Conservation Body

3. Objective of the Work

3.1. The overall objectives of this programme of work are to:

- Improve upon the 'Seabird Sensitivity Mapping Tool' delivered under Phase 1 of the project in line with the project scope

3.2. The Contractor engaged will manage and deliver the work packages as defined in Annex A. This role will involve working closely with the Carbon Trust Project Manager and the Project Expert Panel (PEP) that may be set up for this specific project.

3.3. The Contractor will be required to provide services in the form of one or more lead consultants as required by the Carbon Trust to lead delivery of the project to the required scope, within the given budget and in the allocated time. The Contractor will need to be flexible to the requirements of the workload.

3.4. The Carbon Trust appreciates that due to the breadth of skills and experience required for this study a consortium may be required to successfully meet the objectives of the study.

3.5. The Contractor is expected to work at their own premises but also to meet regularly at the Carbon Trust's offices in London or online, probably around every two weeks, including attendance at possible PEP meetings when required. In addition, a certain amount of travelling, both within the UK, may be required during the Contract in order to engage with relevant companies in the sector and to ensure the robust delivery of the project.

3.6. The core activity under the Contract is to manage and deliver the Scope of Work. The Contractor may be required to undertake a range of other tasks that fall within the scope of the contract but that are not necessarily specified here, to enable the efficient and smooth operation of the project. The Contractor will be required to report regularly, complete schedule and budget reports each month (Flash Reports) and draft written interim and final reports, as specified in the SoW, containing a detailed assessment of everything conducted and recommendations for future work. This report should be presented upon the completion of all activities as required by the Contract. Without limiting the reference in this paragraph 2.6 to the range of other tasks falling within the scope of the contract, the Contractor may also be requested by the Carbon Trust to provide additional services with respect to additional analysis or more in-depth work on any or all aspects of the study referred to herein. Such additional analysis or more in-depth work shall form part of the Services defined in the Contract. The Contractor must be prepared to receive such requests(s) and provide such additional Services agreed between the parties.

3.7. The Contractor must appoint secondary "backup" resources in order for the Contractor to continue providing the services in the event that the primary consultant(s) is (are) unexpectedly unavailable for periods of more than 1 week (for instance, due to illness or vacation). The nominated lead consultant(s) must be available to work on the project for

the expected duration of the Contract, and only in exceptional circumstances should a replacement be necessary.

- 3.8. The overall aim of this project is to improve upon the 'Seabird Sensitivity Mapping Tool' delivered under Phase 1 of the project.
- 3.9. The Carbon Trust expects to select a consultant to provide the work as outlined in Annex A.

4. Contractor Responsibilities and Support of Carbon Trust Resources

- 4.1. Oliver Patrick of the Carbon Trust will serve as overall Project Manager and also as the main point of contact for the Contractor. If the Project Manager becomes unavailable for any reason, the Carbon Trust shall make reasonable alternatives available.
- 4.2. The Contractor shall be responsible to the Carbon Trust for discharging its responsibilities under the Contract to deliver the 'Further Development of the Seabird Sensitivity Mapping Tool' project. The Contractor will also be responsible for the performance of all activities listed in this Scope of Work except where responsibility is allocated elsewhere in this document.
- 4.3. The Project Manager will be the Contractor's first point-of-contact for all matters concerning the Contract and shall be primarily responsible for providing the Contractor with all instructions, releases, approvals and the like. The Project Manager will review any project deliverables defined within this Scope or Work and will approve invoices accordingly if deliverables meet the agreed standard.
- 4.4. The Contractor shall appoint a named person as the Contractor's Representative who shall be responsible for the overall quality and timeliness of the activities performed and deliverables created under this Scope of Work.

5. Intellectual Property and Knowledge

- 5.1. All rights in and relating to existing background IPR and knowledge contributed by the Contractor, 3rd parties or PEP participants shall remain the exclusive property of the contributing party.
- 5.2. Results of this study will be owned by Marine Scotland.

6. Management of Progress

- 6.1. Work and expenditure under the Scope of Work shall be monitored throughout the duration of the Contract by the Carbon Trust Project Manager. Flash reports are to be provided by the Contractor to the Carbon Trust Project Manager at the end of each month

after the start of the project. The Flash Report template will be provided to the Contractor at the beginning of the project.

6.2. The Carbon Trust will be entitled, at reasonable notice, from time to time during the term of the Scope of Work (and for a period of 2 years following its termination for any reason) to inspect all of the Contractor's book of accounts and records so far as they relate to the subject matter of the Contract.

6.3. Failure to submit deliverables in a timely manner at the end of a stage will be grounds for suspension or termination of the Contract as described in section 8. Any suspension, reinstatement or dismissal shall be solely at the discretion of the Carbon Trust Project Manager.

7. Contract Price & Commitments

7.1. The Contract price to be paid by the Carbon Trust to the Contractor under the Contract will be on a time and materials basis capped at the approved maximum cost.

7.2. The total price and any expenses paid or payable under the Contract shall not in any circumstances exceed the approved maximum cost. The approved maximum cost shall be the maximum sum for which the Carbon Trust shall be liable under the Contract to pay the Contractor for all Work and Services. The approved maximum cost may be revised by the Carbon Trust in order to accommodate any adjustment necessary in relation to any additional Services required by the Carbon Trust and agreed between the parties.

7.3. The approved maximum cost for the Contract shall be equal to the Contract price. The Carbon Trust Project Manager reserves the right to vary the approved maximum cost by informing the Contractor of the revised approved maximum cost in writing at any time.

7.4. It shall be sufficient authority for the Contractor to undertake services or work in accordance with the Contract if it has received a purchase order from the Carbon Trust.

7.5. Notwithstanding any other term of the Contract:

- i) the Carbon Trust shall not be liable to pay the Contractor for any service or work in connection with this Contract unless and until it is authorised in accordance with section 7.4; and
- ii) the amount payable to the Contractor shall not exceed the amount stated in the purchase order; and
- iii) in no circumstances shall the total amount payable by the Carbon Trust to the Contractor, for the work or services to be carried out under the Contract, exceed the approved maximum cost.

7.6. If the Carbon Trust terminates or suspends the Contract under section 8.1 or 8.2, provided that such termination or suspension does not arise out of any default of the Contractor (or any of its employees, agents or sub-contractors) or any failure to perform to the Carbon Trust's satisfaction under the Contract, then subject to sections 7.5.iii) and 7.7, in such circumstances the Carbon Trust will pay the Contractor a proportion of the next

instalment of the Contract price falling due for payment, pro rata to the proportion of the period allocated for the then current sub-phase that has elapsed at the date of the termination or suspension.

7.7. The Contractor shall, if requested by the Carbon Trust, deliver to it all work and deliverables (including work in progress and incomplete deliverables) that have been undertaken prior to the date of termination or suspension (as the case may be) referred to in section 7.6.

8. Contract Duration and Early Termination

8.1. The Contract will commence on the date specified in the award letter and shall continue until the study has been completed in accordance with the Contract, to the satisfaction of the Carbon Trust and subject to the rights of early termination and break under the General Terms and Conditions and under section 8.2 below, but in any case shall be subject to termination upon 30 calendar days' notice by the Carbon Trust at the discretion of the Carbon Trust Project Manager.

8.2. In addition, the Carbon Trust will have the right to immediately suspend or terminate the Contract without liability either in whole or in part after any of the sub-phases if:

- i) satisfactory deliverables are not submitted in a timely manner; and/or
- ii) activities agreed with the Carbon Trust Project Manager are not being completed to the timescales and/or quality standards set out in the Contract or otherwise agreed between the Contractor and the Carbon Trust Project Manager; and/or
- iii) the work or service is not likely to be completed within the approved maximum cost.
- iv) it is deemed that insufficient data is being collected to justify the continuation of the project.

Judgement as to whether these conditions are met will be at the discretion of the PEP.

9. Invoicing & Payment

9.1. Payments for the Contract price to the Contractor will only be made upon presentation by the Contractor of a valid invoice stating:

- i) The current purchase order number
- ii) The Contract number
- iii) Carbon Trust named lead: Oliver Patrick
- iv) Description of work completed and account for resources expended

All invoices are to be issued electronically to the Carbon Trust, for the attention of Accounts Payable [accountspayable@carbontrust.com], copying also Oliver Patrick [oliver.patrick@carbonTrust.com], or to another email address as advised in writing by the Carbon Trust to the Contractor.

9.2. The payment terms for this project are 30 calendar days from presentation of a valid invoice. The Carbon Trust shall be under no obligation to make any payment whatsoever to the Contractor in respect of any work or services not completed in accordance with the Contract.

9.3. Payments will be made in accordance with the payment schedule detailed in clause 9.4. The Contract amount should include all travelling expenses

9.4. The Contractor will be commissioned to operate a management accounting system that records the costs incurred during the Project and all payments made to it from the Project Budget. The system must be capable of recording all time bookings made on the Project and all supplier invoices paid. It must also be able to allocate costs to:

- i) the different categories of expenditure – management costs, equipment costs, consultancy costs, third party costs;
- ii) individual work packages;
- iii) discrete time periods;
- iv) work that falls within the Project and work that falls outside the Project,

such data in the accounting system is to be made available to the Carbon Trust and any auditor of the costs of the Project upon request.

Annex A – Scope of Work



Offshore Renewables Joint Industry Project (ORJIP) for Offshore Wind

Further Development of the Seabird Sensitivity Mapping Tool

Scope of Work

July, 2020

1. Detailed Work Packages (WP)

Work Package	Description of Work
<p>1. Extending Geographical Coverage</p>	<p>Goal</p> <p>To increase the geographical coverage of the tool beyond Scotland to an agreed geographical coverage based on the availability of data that can be incorporated into the tool.</p> <p>Activity</p> <ul style="list-style-type: none"> - Use the existing datasets on which the tool relies to extend the geographical coverage of the tool to include the rest of the United Kingdom. - Identify any other relevant datasets that would inform additional geographical coverage beyond Scotland. - Assess any identified data to determine consistency with project tool and create a data management plan for the data incorporation, <p>Incorporate data into tool and remodel tool to extend its geographical coverage</p>
<p>Deliverables</p> <ul style="list-style-type: none"> • D.1 A remodelled tool incorporating Work Package 1 <p><i>Please note that deliverable D.1 is required by December 2020.</i></p>	
<p>2. Improve the Scope of the Tool</p>	<p>Goal</p> <p>To extend scope of the existing tool</p> <p>Activity</p> <p>2a - required</p> <ul style="list-style-type: none"> - Separate different bird species behaviours, - Allow for superimposing of a footprint(s) over the map layer, as opposed to the other way around (and looking at micro-sites). - Develop the tool to compute monthly outputs, as well as 'user defined breeding season months' to make compatible with collision risk model. - Identify and include additional key species if data is available such as the Great Black-backed Gull - Provide instructions on how the tool could be extended to include apportioning for the non-breeding season/s (winter

	<p>and potentially separate passage periods) were methods to be made available in future.</p> <ul style="list-style-type: none"> - Review foraging ranges against best available industry knowledge including The Crown Estate commissioned report by Woodward et al. 2019 and implement agreed outputs. <p>2b – potential activity</p> <ul style="list-style-type: none"> - Adding in new pressures such as bycatch and allowing scoring of existing pressures to be adjusted. - Propose an approach where alignment with the new seabird census ('Seabirds Count')¹ can be incorporated into the tool and in general futureproof the tool against expiration of data underpinning the tool including SPAs in apportioning outputs which could be possible depending on the capabilities of the new Seabird Monitoring Programme (SMP) database.²
<p>3. Increase the Tool's Flexibility</p>	<p>Goal</p> <p>To increase the flexibility of the existing tool</p> <p>Activity</p> <ol style="list-style-type: none"> Document how distribution data could be updated (GPS and at sea survey) Accept other at sea survey data and GPS data if possible, Users to input own sensitivity scores / criteria / profiles so that different sectors and technologies could be added with updated scores shown alongside defaults advised by SNCBs to ensure transparency
<p>Deliverables</p> <ul style="list-style-type: none"> • D.2 A remodelled tool incorporating Work Packages 2 to 3 	
<p>4. Future Proofing Tool</p>	<p>Goal</p> <p>Future proof the existing tool as reasonably as possible and explore how offshore wind project monitoring data and regional survey data could be incorporated into the tool, confirming compatibility or incompatibility, to extend its geographical coverage, identifying challenges and solutions required.</p>

¹ <https://jncc.gov.uk/news/seabirds-count/>

² <https://app.bto.org/seabirds/public/index.jsp>

	<p>Activity</p> <ul style="list-style-type: none"> - The identification process should explore the use of project level data and regional survey data ('seabirds at sea' baseline survey data for seabird distribution) collected during the development of existing offshore wind farms and outline how this data could be formatted to be incorporated into the tool. - Provide Guidelines to offshore wind developers for the collection of project level data. The guidelines would be a step by step recommendation of how to prepare the data so they can be used in the tool.
<p>Deliverables</p> <ul style="list-style-type: none"> • D.3 A short report on the capability of the tool to incorporate offshore wind farm project data and regional survey data • D.4 Guidelines, for offshore wind developers, on the collection of project level data and its preparation for incorporation into the tool 	
<p>5. Tool Publication and Validation</p>	<p>Goal</p> <p>To publish the tool online for public access, provide a 3rd party validation of the tool to assess its accuracy and identify any shortfalls to progress report as a scientific publication</p> <p>Activity</p> <p>Support the online publication of the improved tool by:</p> <ol style="list-style-type: none"> a. Securing any data agreements required for tool publication b. Supporting uploading of tool to a suitable host e.g. Shiny Servers, as agreed with Marine Scotland c. Providing technical support for a period of 6 months post-publication for any unexpected bugs <p>Conduct tool validation including:</p> <ol style="list-style-type: none"> a. An Independent review b. Sensitivity of tool outputs to input data c. Sensitivity of tool outputs to sensitivity scoring approach d. Preparation of manuscript for submission to a peer reviewed journal, preferably as open access article.
<p>Deliverables</p> <ul style="list-style-type: none"> • D.5 A short report outlining the validity of the tool • D.6 A submission ready manuscript for a peer reviewed journal 	

2. Indicative project schedule

The contractor is requested to propose a project schedule in line with the proposed work packages.

The total project is expected to take 6-9 months from contract award. In the project schedule, the contractor should include the delivery of WP1 (Extending Geographical Coverage) before December 2020.

3. Evaluation criteria and compliance

The following criteria will be used to evaluate proposals. Tenderers are encouraged to structure their proposals according to the criteria. Tender documents should be no more than 20 pages excluding CVs.

3.1. Technical Criteria

- 15% - Understanding of the policy environment and requirements of the tender;
- 25% - Project method statement and schedule;
- 20% - Qualifications and past experience of the proposed team;
- 10% - Project management arrangements.

3.2. Financial Criteria

- 30% - Total estimated cost

The lowest Total Estimated Cost will be awarded the full available marks for the Financial Criteria element. All other tender rate submissions will be awarded proportionate scores according to:

$$\% \text{ score} = \frac{\text{Lowest estimated cost}}{\text{Total estimated cost}} \left(\frac{30\%}{100\%} \right)$$

Tenderers should provide a break down and schedule of the costs based on the Work Packages and deliverables.

Please specify the day rates and number of days, and the expected spend over time for the lead contractor and any subcontractors within a consortium.

The Contractor is required to fill in the following staff rate and project cost breakdown table as part of their tender.

Staff member	Time spent per work package (WP)						Total time	Staff rate	Staff cost to project
	WP1	WP2a	WP2b	WP3	WP4	WP5			
Analyst...									
Manager..									
Consultant...									
Etc.									
Cost by WP								Total:	

- WP1: Extending Geographical coverage
- WP2a: Improve the scope of the tool, required activities.
- WP2b: Improve the scope of the tool, potential activities.
- WP3: Increase the Tool's Flexibility
- WP4: Future Proofing Tool
- WP5: Tool Publication & Validation

The Contractor will be commissioned to operate a management accounting system that records the costs incurred during the Project and all payments made to it from the Project Budget. The system must be capable of recording all time bookings made on the Project and all supplier invoices paid. It must also be able to allocate costs to:

- i. the different categories of expenditure – management costs, equipment costs, consultancy costs, third party costs;
- ii. individual work packages;
- iii. discrete time periods;
- iv. work that falls within the Project and work that falls outside the Project,

such data in the accounting system is to be made available to the Carbon Trust and any auditor of the costs of the Project upon request.

Annex B – Key Performance Indicators

1. Background

The Contractor will deliver the Services to the Company in support of the Carbon Trust’s business. As part of the delivery of the Technical Delivery Consultancy Services, a number of KPIs have been developed to incentivise particular behaviours. The KPIs and their measurement, and are described in the paragraphs below.

The KPIs shall be subject to regular review between the parties. It is envisaged that such reviews will be held at 3 monthly intervals but may, at the Carbon Trust’s discretion, be held more or less frequently. The purpose of the reviews shall be to ensure that the KPIs remain aligned with the aims of the Carbon Trust’s business, relevant and appropriate to the needs of the Carbon Trust and shall reflect the Carbon Trust's requirement for continual improvement from year to year. In addition, changes to the KPIs may be introduced by the Carbon Trust at any time.

2. Definition and Measurement of KPIs

Performance

The parties acknowledge that in order to maintain the performance KPIs, change control will have to be maintained to manage the effect (either positive or negative).

The following Service Levels and associated KPIs apply to this contract:

Service Level	KPI	Rating	Definition
The development of a detailed project plan, that could include a risk register	The ability to deliver high quality work on time and on budget	4/4	All work is of a high quality, delivered on time, and is within the defined budget
		3/4	Most work is of a high quality, delivered on time, and is within the defined budget
		2/4	Some work is of a high quality, delivered on time, and is within the defined budget
		1/4	No work is of a high quality, delivered on time, or is within the defined budget

The delivery of the Scope of Work as outlined in Annex A	The quality of the recommendations to the project sponsor and Project Expert Panel, if relevant.	4/4	All recommendations are of a high quality
		3/4	Most recommendations are of a high quality
		2/4	Some recommendations are of a high quality
		1/4	No recommendations are of a high quality
Ensuring detailed updates are written up and presented to the Project Sponsor and Project Expert Panel at meetings	The quality and timeliness of the updates provided to the project meetings (must be circulated at least one week in advance of the meeting)	4/4	All updates are of a high quality and delivered on time
		3/4	Most updates are of a high quality and delivered on time
		2/4	Some updates are of a high quality and delivered on time
		1/4	No updates are of a high quality and delivered on time
Financial forecasting accuracy	Monthly financial forecast accuracy for the project as measured by the actual spend at the end of each month vs. forecast by Contractor at the start of the month	4/4	Financial forecasts are 90-100% accurate
		3/4	Financial forecasts are 75-89% accurate
		2/4	Financial forecasts are 50-74% accurate
		1/4	Financial forecasts are 0-49% accurate
The delivery of detailed written reports on conclusion of the activities outlining the approach taken, key findings and recommendations as	The quality and timeliness of the reports	4/4	The reports are of a high quality and delivered in a timely fashion
		3/4	The reports are of a high quality but delivered late
		2/4	The reports are of a low quality but delivered in a timely fashion

per the Scope of Work		1/4	The reports are of a low quality and delivered late
Ensuring the project plan is regularly updated to reflect the projects development	The quality and accuracy of the project plan	4/4	The project plan is of high quality and accurate
		3/4	The project plan is of low quality but accurate
		2/4	The project plan is of high quality but inaccurate
		1/4	The project plan is of low quality and inaccurate
Support the Carbon Trust Management Team in the running of the initiative by providing information on its development and transparent accounting details as and when required	Flexibility and responsiveness to ad hoc demands and overall quality of service	4/4	All ad hoc demands are handled with flexibility and responsiveness
		3/4	Most ad hoc demands are handled with flexibility and responsiveness
		2/4	Some ad hoc demands are handled with flexibility and responsiveness
		1/4	No ad hoc demands are handled with flexibility and responsiveness

These KPIs will be measured individually every quarter and averaged.

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IMPORTANT INFORMATION FOR INTERESTED PARTIES

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If the recipient decides not to submit a Tender or if the Carbon Trust notifies the recipient that the award process has ceased or that the recipient is no longer being considered for the award of a Contract in relation to this Invitation to Tender or otherwise upon request by the Carbon Trust, the recipient will promptly return this document and any other information provided in connection with it (without retaining any copies or reproductions in any form) to the address stated on the front cover.

Bidders should note that this Scope of Work does not constitute an offer to contract with the Carbon Trust. It only represents a definition of specific requirements and an invitation to submit a tender addressing these requirements. Issuance of this invitation to tender and the subsequent receipt and evaluation of the tenders by the Carbon Trust does not commit the Carbon Trust to enter into a Contract with any bidder.

Bidders should also note that:

- depending on the progress and/or results of the study referred to in this Invitation to Tender and the views of the Carbon Trust and/or the ORJIP programme as to whether additional analysis or more in-depth work in respect of any or all aspects relating to the study are desirable in order to achieve the objectives referred to in the Invitation to Tender, the Carbon Trust may request such additional analysis or work. Any additional analysis or work agreed between the parties shall form part of Scope of Work and the Services to be provided by the selected Contractor under the Contract;
- the Carbon Trust reserves the right not to accept the lowest priced tender or any tender whatsoever;
- the Carbon Trust reserves the right to accept more than one tender;
- unless a bidder makes a formal statement to the contrary, the Carbon Trust reserves the right to accept any part of a bidder's tender without accepting the remainder;
- formal notification that a tender has been successful will be communicated in writing by the Carbon Trust;
- the costs of tendering are the full responsibility of the bidder; and,
- the pricing set by bidders shall be valid for a minimum of 90 days.

The information contained here, in the Scope of Work and in any documents or information it refers to or incorporates (the "Disclosed Information") has been prepared to assist interested parties to decide whether to make a bid. The Disclosed Information is not a recommendation by the Carbon Trust. It does not purport to be all inclusive or include all the information that a bidder may require.



Neither the Carbon Trust nor any of its directors, employees, agents or advisers makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the **Disclosed Information**. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to the Disclosed Information or any subsequent communication. The only information which will have any legal effect and/or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and/or warranted in writing to the successful bidder in any written contract that may be entered into with the Carbon Trust.

1. Introduction to ORJIP OSW and project governance structure

The Offshore Renewables Joint Industry Project (ORJIP) for Offshore Wind is a joint industry project between Marine Scotland, The Crown Estate, Crown Estate Scotland, EDF, EDPR, Equinor, Innogy, Orsted, Red Rock Power Limited, RWE, Shell, SSE Renewables and Carbon Trust (together the ORJIP Offshore Wind members).

ORJIP Offshore Wind has been set up to address the need to de-risk the consenting process for offshore wind. The aim of the programme is for members to fund strategic research to reduce consenting risk for offshore wind projects.

A number of key research projects are being identified as critical to de-risking the consenting process, of which the 'Further Development of the Seabird Sensitivity Mapping Tool' project is one. Projects will be procured by The Carbon Trust acting in their capacity as Project Manager on behalf of the ORJIP Offshore Wind members.

As allowed under ORJIP Offshore Wind, single sponsor projects (SSP) can be taken forward at the discretion of the group. Following on from the completion of Phase 1 under ORJIP OSW Stage 1, Marine Scotland would like to further develop the 'Seabird Sensitivity Mapping Tool', as per the scope, to improve on it under a Phase 2 for this project.

The submissions will be evaluated by Marine Scotland and Carbon Trust.

It is expected that the Contractor will meet (virtually) with Carbon Trust every 2 weeks at the start of the project and as necessary during the delivery phase of the project.

It is expected that the Contractor will speak with the Carbon Trust Project Manager on a week to week basis as required.

The project may have a Project Expert Panel (PEP) comprising of persons selected by Marine Scotland and The Carbon Trust from the ORJIP Offshore Wind Advisory Network.

The purpose of the PEP will be to engage with scientific and applied experts throughout the project to maximise the chances that the findings can be used to inform consenting decisions.

2. Terms and Abbreviations

- 2.1. **"Contractor"** the lead company contracted to undertake the work as described in the Scope of Work;
- 2.2. **"PEP"** refers to the Project Expert Panel (PEP) who have decision making powers with regards to the direction of the project;
- 2.3. **"ORJIP Offshore Wind"** refers to the Offshore Research Joint Industry Project for Offshore Wind delivered and managed by the Carbon Trust and funded by the ORJIP Offshore Wind members;
- 2.4. **"SNCB"** Statutory Nature Conservation Body

3. Objective of the Work

3.1. The overall objectives of this programme of work are to:

- Improve upon the 'Seabird Sensitivity Mapping Tool' delivered under Phase 1 of the project in line with the project scope

3.2. The Contractor engaged will manage and deliver the work packages as defined in Annex A. This role will involve working closely with the Carbon Trust Project Manager and the Project Expert Panel (PEP) that may be set up for this specific project.

3.3. The Contractor will be required to provide services in the form of one or more lead consultants as required by the Carbon Trust to lead delivery of the project to the required scope, within the given budget and in the allocated time. The Contractor will need to be flexible to the requirements of the workload.

3.4. The Carbon Trust appreciates that due to the breadth of skills and experience required for this study a consortium may be required to successfully meet the objectives of the study.

3.5. The Contractor is expected to work at their own premises but also to meet regularly at the Carbon Trust's offices in London or online, probably around every two weeks, including attendance at possible PEP meetings when required. In addition, a certain amount of travelling, both within the UK, may be required during the Contract in order to engage with relevant companies in the sector and to ensure the robust delivery of the project.

3.6. The core activity under the Contract is to manage and deliver the Scope of Work. The Contractor may be required to undertake a range of other tasks that fall within the scope of the contract but that are not necessarily specified here, to enable the efficient and smooth operation of the project. The Contractor will be required to report regularly, complete schedule and budget reports each month (Flash Reports) and draft written interim and final reports, as specified in the SoW, containing a detailed assessment of everything conducted and recommendations for future work. This report should be presented upon the completion of all activities as required by the Contract. Without limiting the reference in this paragraph 2.6 to the range of other tasks falling within the scope of the contract, the Contractor may also be requested by the Carbon Trust to provide additional services with respect to additional analysis or more in-depth work on any or all aspects of the study referred to herein. Such additional analysis or more in-depth work shall form part of the Services defined in the Contract. The Contractor must be prepared to receive such requests(s) and provide such additional Services agreed between the parties.

3.7. The Contractor must appoint secondary "backup" resources in order for the Contractor to continue providing the services in the event that the primary consultant(s) is (are) unexpectedly unavailable for periods of more than 1 week (for instance, due to illness or vacation). The nominated lead consultant(s) must be available to work on the project for

the expected duration of the Contract, and only in exceptional circumstances should a replacement be necessary.

- 3.8. The overall aim of this project is to improve upon the 'Seabird Sensitivity Mapping Tool' delivered under Phase 1 of the project.
- 3.9. The Carbon Trust expects to select a consultant to provide the work as outlined in Annex A.

4. Contractor Responsibilities and Support of Carbon Trust Resources

- 4.1. Oliver Patrick of the Carbon Trust will serve as overall Project Manager and also as the main point of contact for the Contractor. If the Project Manager becomes unavailable for any reason, the Carbon Trust shall make reasonable alternatives available.
- 4.2. The Contractor shall be responsible to the Carbon Trust for discharging its responsibilities under the Contract to deliver the 'Further Development of the Seabird Sensitivity Mapping Tool' project. The Contractor will also be responsible for the performance of all activities listed in this Scope of Work except where responsibility is allocated elsewhere in this document.
- 4.3. The Project Manager will be the Contractor's first point-of-contact for all matters concerning the Contract and shall be primarily responsible for providing the Contractor with all instructions, releases, approvals and the like. The Project Manager will review any project deliverables defined within this Scope or Work and will approve invoices accordingly if deliverables meet the agreed standard.
- 4.4. The Contractor shall appoint a named person as the Contractor's Representative who shall be responsible for the overall quality and timeliness of the activities performed and deliverables created under this Scope of Work.

5. Intellectual Property and Knowledge

- 5.1. All rights in and relating to existing background IPR and knowledge contributed by the Contractor, 3rd parties or PEP participants shall remain the exclusive property of the contributing party.
- 5.2. Results of this study will be owned by Marine Scotland.

6. Management of Progress

- 6.1. Work and expenditure under the Scope of Work shall be monitored throughout the duration of the Contract by the Carbon Trust Project Manager. Flash reports are to be provided by the Contractor to the Carbon Trust Project Manager at the end of each month

after the start of the project. The Flash Report template will be provided to the Contractor at the beginning of the project.

6.2. The Carbon Trust will be entitled, at reasonable notice, from time to time during the term of the Scope of Work (and for a period of 2 years following its termination for any reason) to inspect all of the Contractor's book of accounts and records so far as they relate to the subject matter of the Contract.

6.3. Failure to submit deliverables in a timely manner at the end of a stage will be grounds for suspension or termination of the Contract as described in section 8. Any suspension, reinstatement or dismissal shall be solely at the discretion of the Carbon Trust Project Manager.

7. Contract Price & Commitments

7.1. The Contract price to be paid by the Carbon Trust to the Contractor under the Contract will be on a time and materials basis capped at the approved maximum cost.

7.2. The total price and any expenses paid or payable under the Contract shall not in any circumstances exceed the approved maximum cost. The approved maximum cost shall be the maximum sum for which the Carbon Trust shall be liable under the Contract to pay the Contractor for all Work and Services. The approved maximum cost may be revised by the Carbon Trust in order to accommodate any adjustment necessary in relation to any additional Services required by the Carbon Trust and agreed between the parties.

7.3. The approved maximum cost for the Contract shall be equal to the Contract price. The Carbon Trust Project Manager reserves the right to vary the approved maximum cost by informing the Contractor of the revised approved maximum cost in writing at any time.

7.4. It shall be sufficient authority for the Contractor to undertake services or work in accordance with the Contract if it has received a purchase order from the Carbon Trust.

7.5. Notwithstanding any other term of the Contract:

- i) the Carbon Trust shall not be liable to pay the Contractor for any service or work in connection with this Contract unless and until it is authorised in accordance with section 7.4; and
- ii) the amount payable to the Contractor shall not exceed the amount stated in the purchase order; and
- iii) in no circumstances shall the total amount payable by the Carbon Trust to the Contractor, for the work or services to be carried out under the Contract, exceed the approved maximum cost.

7.6. If the Carbon Trust terminates or suspends the Contract under section 8.1 or 8.2, provided that such termination or suspension does not arise out of any default of the Contractor (or any of its employees, agents or sub-contractors) or any failure to perform to the Carbon Trust's satisfaction under the Contract, then subject to sections 7.5.iii) and 7.7, in such circumstances the Carbon Trust will pay the Contractor a proportion of the next

instalment of the Contract price falling due for payment, pro rata to the proportion of the period allocated for the then current sub-phase that has elapsed at the date of the termination or suspension.

7.7. The Contractor shall, if requested by the Carbon Trust, deliver to it all work and deliverables (including work in progress and incomplete deliverables) that have been undertaken prior to the date of termination or suspension (as the case may be) referred to in section 7.6.

8. Contract Duration and Early Termination

8.1. The Contract will commence on the date specified in the award letter and shall continue until the study has been completed in accordance with the Contract, to the satisfaction of the Carbon Trust and subject to the rights of early termination and break under the General Terms and Conditions and under section 8.2 below, but in any case shall be subject to termination upon 30 calendar days' notice by the Carbon Trust at the discretion of the Carbon Trust Project Manager.

8.2. In addition, the Carbon Trust will have the right to immediately suspend or terminate the Contract without liability either in whole or in part after any of the sub-phases if:

- i) satisfactory deliverables are not submitted in a timely manner; and/or
- ii) activities agreed with the Carbon Trust Project Manager are not being completed to the timescales and/or quality standards set out in the Contract or otherwise agreed between the Contractor and the Carbon Trust Project Manager; and/or
- iii) the work or service is not likely to be completed within the approved maximum cost.
- iv) it is deemed that insufficient data is being collected to justify the continuation of the project.

Judgement as to whether these conditions are met will be at the discretion of the PEP.

9. Invoicing & Payment

9.1. Payments for the Contract price to the Contractor will only be made upon presentation by the Contractor of a valid invoice stating:

- i) The current purchase order number
- ii) The Contract number
- iii) Carbon Trust named lead: Oliver Patrick
- iv) Description of work completed and account for resources expended

All invoices are to be issued electronically to the Carbon Trust, for the attention of Accounts Payable [accountspayable@carbontrust.com], copying also Oliver Patrick [oliver.patrick@carbonTrust.com], or to another email address as advised in writing by the Carbon Trust to the Contractor.

9.2. The payment terms for this project are 30 calendar days from presentation of a valid invoice. The Carbon Trust shall be under no obligation to make any payment whatsoever to the Contractor in respect of any work or services not completed in accordance with the Contract.

9.3. Payments will be made in accordance with the payment schedule detailed in clause 9.4. The Contract amount should include all travelling expenses

9.4. The Contractor will be commissioned to operate a management accounting system that records the costs incurred during the Project and all payments made to it from the Project Budget. The system must be capable of recording all time bookings made on the Project and all supplier invoices paid. It must also be able to allocate costs to:

- i) the different categories of expenditure – management costs, equipment costs, consultancy costs, third party costs;
- ii) individual work packages;
- iii) discrete time periods;
- iv) work that falls within the Project and work that falls outside the Project,

such data in the accounting system is to be made available to the Carbon Trust and any auditor of the costs of the Project upon request.

Annex A – Scope of Work



Offshore Renewables Joint Industry Project (ORJIP) for Offshore Wind

Further Development of the Seabird Sensitivity Mapping Tool

Scope of Work

July, 2020

1. Detailed Work Packages (WP)

Work Package	Description of Work
<p>1. Extending Geographical Coverage</p>	<p>Goal</p> <p>To increase the geographical coverage of the tool beyond Scotland to an agreed geographical coverage based on the availability of data that can be incorporated into the tool.</p> <p>Activity</p> <ul style="list-style-type: none"> - Use the existing datasets on which the tool relies to extend the geographical coverage of the tool to include the rest of the United Kingdom. - Identify any other relevant datasets that would inform additional geographical coverage beyond Scotland. - Assess any identified data to determine consistency with project tool and create a data management plan for the data incorporation, <p>Incorporate data into tool and remodel tool to extend its geographical coverage</p>
<p>Deliverables</p> <ul style="list-style-type: none"> • D.1 A remodelled tool incorporating Work Package 1 <p><i>Please note that deliverable D.1 is required by December 2020.</i></p>	
<p>2. Improve the Scope of the Tool</p>	<p>Goal</p> <p>To extend scope of the existing tool</p> <p>Activity</p> <p>2a - required</p> <ul style="list-style-type: none"> - Separate different bird species behaviours, - Allow for superimposing of a footprint(s) over the map layer, as opposed to the other way around (and looking at micro-sites). - Develop the tool to compute monthly outputs, as well as 'user defined breeding season months' to make compatible with collision risk model. - Identify and include additional key species if data is available such as the Great Black-backed Gull - Provide instructions on how the tool could be extended to include apportioning for the non-breeding season/s (winter

	<p>and potentially separate passage periods) were methods to be made available in future.</p> <ul style="list-style-type: none"> - Review foraging ranges against best available industry knowledge including The Crown Estate commissioned report by Woodward et al. 2019 and implement agreed outputs. <p>2b – potential activity</p> <ul style="list-style-type: none"> - Adding in new pressures such as bycatch and allowing scoring of existing pressures to be adjusted. - Propose an approach where alignment with the new seabird census ('Seabirds Count')¹ can be incorporated into the tool and in general futureproof the tool against expiration of data underpinning the tool including SPAs in apportioning outputs which could be possible depending on the capabilities of the new Seabird Monitoring Programme (SMP) database.²
<p>3. Increase the Tool's Flexibility</p>	<p>Goal</p> <p>To increase the flexibility of the existing tool</p> <p>Activity</p> <ol style="list-style-type: none"> Document how distribution data could be updated (GPS and at sea survey) Accept other at sea survey data and GPS data if possible, Users to input own sensitivity scores / criteria / profiles so that different sectors and technologies could be added with updated scores shown alongside defaults advised by SNCBs to ensure transparency
<p>Deliverables</p> <ul style="list-style-type: none"> • D.2 A remodelled tool incorporating Work Packages 2 to 3 	
<p>4. Future Proofing Tool</p>	<p>Goal</p> <p>Future proof the existing tool as reasonably as possible and explore how offshore wind project monitoring data and regional survey data could be incorporated into the tool, confirming compatibility or incompatibility, to extend its geographical coverage, identifying challenges and solutions required.</p>

¹ <https://jncc.gov.uk/news/seabirds-count/>

² <https://app.bto.org/seabirds/public/index.jsp>

	<p>Activity</p> <ul style="list-style-type: none"> - The identification process should explore the use of project level data and regional survey data ('seabirds at sea' baseline survey data for seabird distribution) collected during the development of existing offshore wind farms and outline how this data could be formatted to be incorporated into the tool. - Provide Guidelines to offshore wind developers for the collection of project level data. The guidelines would be a step by step recommendation of how to prepare the data so they can be used in the tool.
<p>Deliverables</p> <ul style="list-style-type: none"> • D.3 A short report on the capability of the tool to incorporate offshore wind farm project data and regional survey data • D.4 Guidelines, for offshore wind developers, on the collection of project level data and its preparation for incorporation into the tool 	
<p>5. Tool Publication and Validation</p>	<p>Goal</p> <p>To publish the tool online for public access, provide a 3rd party validation of the tool to assess its accuracy and identify any shortfalls to progress report as a scientific publication</p> <p>Activity</p> <p>Support the online publication of the improved tool by:</p> <ol style="list-style-type: none"> a. Securing any data agreements required for tool publication b. Supporting uploading of tool to a suitable host e.g. Shiny Servers, as agreed with Marine Scotland c. Providing technical support for a period of 6 months post-publication for any unexpected bugs <p>Conduct tool validation including:</p> <ol style="list-style-type: none"> a. An Independent review b. Sensitivity of tool outputs to input data c. Sensitivity of tool outputs to sensitivity scoring approach d. Preparation of manuscript for submission to a peer reviewed journal, preferably as open access article.
<p>Deliverables</p> <ul style="list-style-type: none"> • D.5 A short report outlining the validity of the tool • D.6 A submission ready manuscript for a peer reviewed journal 	

2. Indicative project schedule

The contractor is requested to propose a project schedule in line with the proposed work packages.

The total project is expected to take 6-9 months from contract award. In the project schedule, the contractor should include the delivery of WP1 (Extending Geographical Coverage) before December 2020.

3. Evaluation criteria and compliance

The following criteria will be used to evaluate proposals. Tenderers are encouraged to structure their proposals according to the criteria. Tender documents should be no more than 20 pages excluding CVs.

3.1. Technical Criteria

- 15% - Understanding of the policy environment and requirements of the tender;
- 25% - Project method statement and schedule;
- 20% - Qualifications and past experience of the proposed team;
- 10% - Project management arrangements.

3.2. Financial Criteria

- 30% - Total estimated cost

The lowest Total Estimated Cost will be awarded the full available marks for the Financial Criteria element. All other tender rate submissions will be awarded proportionate scores according to:

$$\% \text{ score} = \frac{\text{Lowest estimated cost}}{\text{Total estimated cost}} \left(\frac{30\%}{100\%} \right)$$

Tenderers should provide a break down and schedule of the costs based on the Work Packages and deliverables.

Please specify the day rates and number of days, and the expected spend over time for the lead contractor and any subcontractors within a consortium.

The Contractor is required to fill in the following staff rate and project cost breakdown table as part of their tender.

Staff member	Time spent per work package (WP)						Total time	Staff rate	Staff cost to project
	WP1	WP2a	WP2b	WP3	WP4	WP5			
Analyst...									
Manager..									
Consultant...									
Etc.									
Cost by WP								Total:	

- WP1: Extending Geographical coverage
- WP2a: Improve the scope of the tool, required activities.
- WP2b: Improve the scope of the tool, potential activities.
- WP3: Increase the Tool's Flexibility
- WP4: Future Proofing Tool
- WP5: Tool Publication & Validation

The Contractor will be commissioned to operate a management accounting system that records the costs incurred during the Project and all payments made to it from the Project Budget. The system must be capable of recording all time bookings made on the Project and all supplier invoices paid. It must also be able to allocate costs to:

- i. the different categories of expenditure – management costs, equipment costs, consultancy costs, third party costs;
- ii. individual work packages;
- iii. discrete time periods;
- iv. work that falls within the Project and work that falls outside the Project,

such data in the accounting system is to be made available to the Carbon Trust and any auditor of the costs of the Project upon request.

Annex B – Key Performance Indicators

1. Background

The Contractor will deliver the Services to the Company in support of the Carbon Trust’s business. As part of the delivery of the Technical Delivery Consultancy Services, a number of KPIs have been developed to incentivise particular behaviours. The KPIs and their measurement, and are described in the paragraphs below.

The KPIs shall be subject to regular review between the parties. It is envisaged that such reviews will be held at 3 monthly intervals but may, at the Carbon Trust’s discretion, be held more or less frequently. The purpose of the reviews shall be to ensure that the KPIs remain aligned with the aims of the Carbon Trust’s business, relevant and appropriate to the needs of the Carbon Trust and shall reflect the Carbon Trust's requirement for continual improvement from year to year. In addition, changes to the KPIs may be introduced by the Carbon Trust at any time.

2. Definition and Measurement of KPIs

Performance

The parties acknowledge that in order to maintain the performance KPIs, change control will have to be maintained to manage the effect (either positive or negative).

The following Service Levels and associated KPIs apply to this contract:

Service Level	KPI	Rating	Definition
The development of a detailed project plan, that could include a risk register	The ability to deliver high quality work on time and on budget	4/4	All work is of a high quality, delivered on time, and is within the defined budget
		3/4	Most work is of a high quality, delivered on time, and is within the defined budget
		2/4	Some work is of a high quality, delivered on time, and is within the defined budget
		1/4	No work is of a high quality, delivered on time, or is within the defined budget

The delivery of the Scope of Work as outlined in Annex A	The quality of the recommendations to the project sponsor and Project Expert Panel, if relevant.	4/4	All recommendations are of a high quality
		3/4	Most recommendations are of a high quality
		2/4	Some recommendations are of a high quality
		1/4	No recommendations are of a high quality
Ensuring detailed updates are written up and presented to the Project Sponsor and Project Expert Panel at meetings	The quality and timeliness of the updates provided to the project meetings (must be circulated at least one week in advance of the meeting)	4/4	All updates are of a high quality and delivered on time
		3/4	Most updates are of a high quality and delivered on time
		2/4	Some updates are of a high quality and delivered on time
		1/4	No updates are of a high quality and delivered on time
Financial forecasting accuracy	Monthly financial forecast accuracy for the project as measured by the actual spend at the end of each month vs. forecast by Contractor at the start of the month	4/4	Financial forecasts are 90-100% accurate
		3/4	Financial forecasts are 75-89% accurate
		2/4	Financial forecasts are 50-74% accurate
		1/4	Financial forecasts are 0-49% accurate
The delivery of detailed written reports on conclusion of the activities outlining the approach taken, key findings and recommendations as	The quality and timeliness of the reports	4/4	The reports are of a high quality and delivered in a timely fashion
		3/4	The reports are of a high quality but delivered late
		2/4	The reports are of a low quality but delivered in a timely fashion

per the Scope of Work		1/4	The reports are of a low quality and delivered late
Ensuring the project plan is regularly updated to reflect the projects development	The quality and accuracy of the project plan	4/4	The project plan is of high quality and accurate
		3/4	The project plan is of low quality but accurate
		2/4	The project plan is of high quality but inaccurate
		1/4	The project plan is of low quality and inaccurate
Support the Carbon Trust Management Team in the running of the initiative by providing information on its development and transparent accounting details as and when required	Flexibility and responsiveness to ad hoc demands and overall quality of service	4/4	All ad hoc demands are handled with flexibility and responsiveness
		3/4	Most ad hoc demands are handled with flexibility and responsiveness
		2/4	Some ad hoc demands are handled with flexibility and responsiveness
		1/4	No ad hoc demands are handled with flexibility and responsiveness

These KPIs will be measured individually every quarter and averaged.