

<b>Title: Independent Technical Advice to the Maritime &amp; Coastguard Agency – UK 2<sup>nd</sup> Generation Search and Rescue Aviation Procurement Contract</b>
<b>Date: 7<sup>th</sup> July 2020</b>
<b>Quotation Reference Number: TCA 3/7/1160</b>

You are invited to submit a quotation for the delivery of the requirement set out in the Task Description below.

## **1. UK Second-Generation Search and Rescue Aviation (UKSAR2G) ITT Introduction**

- 1.1.** The Maritime & Coastguard Agency (MCA) has a requirement to undertake search and rescue services throughout the UK's Exclusive Economic Area. The current contract for UK Search and Rescue Helicopters (UKSARH) was awarded in 2013 and completed its phased introduction in 2017. The Search and Rescue (SAR) Service operates from ten strategically located bases with 21 modern helicopters. The replacement to this service is called the UK Second-Generation Search and Rescue Aviation Service (UKSAR2G) and is expected to be awarded in 2022 and come into force in 2023-24.
- 1.2.** The MCA has a requirement to undertake counter pollution activities throughout the UK's Exclusive Economic Area as part of UK state responsibilities and conduct Maritime Aerial Surveillance in support of HMCG and Other Government Departments (OGD's). The current 5 Year contract for Maritime Aerial Surveillance was awarded in early in 2019 and completed its introduction into service Nov 2019. The Aerial Surveillance Service operates from one centrally located base in the UK with a single 24/7 line of tasking supplied by the use of 2 King Air B200 aircraft, to meet the availability requirement, equipped with state of the art Radar, EO/IR and other sensors to deliver the capability within the UK EEZ and beyond. The replacement service will form part of the UKSAR2G programme and is expected to be awarded in 2022 and come into force in 2024.
- 1.3.** The end of the existing UKSARH and Aerial Surveillance contract presents the MCA with the opportunity to review its requirement and seek collaboration with OGD's to drive value for money in the delivery of any new Aviation contract. In addition, MCA is conducting deep analytical 3-Dimensional modelling that takes a far more sophisticated look at demand, the nature and urgency of that demand and the availability of other resources. This modelling will drive a far more tailored solution for UKSAR2G and will allow the MCA to review some of its requirements to drive more innovative approaches to the delivery of UKSAR2G and remove unnecessary cost drivers.
- 1.4.** Whilst the contracts have key performance indicators by which to monitor performance, there are areas where expertise in relation to Aircraft Engineering, Search and Rescue, Unmanned Air Systems, Surveillance and Counter Pollution operations including basing, personnel & equipment, need to be reviewed on a regular basis in order to ensure compliance with the contracts.
- 1.5.** This procurement will deliver a new SAR and Aerial Surveillance service for the MCA and a number of Government Departments and Agencies, who utilise MCA's service to support their functions. The procurement will also address some of the changes in the

aviation market since the current UKSARH contract was delivered, including changes in unmanned aerial vehicle technology, corporate finance, and other wider economic factors.

## 2. Breakdown of Activities Required

- 2.1. The Independent Technical Adviser will be required to provide timely, effective support and guidance to the MCA, based on a range of key activities on a Call Off basis. Annex 4 provides an overview of the key activities to be completed throughout the UKSAR2G procurement project, including mobilisation and indicates the project phase(s) when they are expected to occur.
- 2.2. The route to the UKSAR2G contract is yet to be fully determined, therefore the MCA will seek assurance about procurement options and all potential financial issues affecting it in respect of any suggested amendments to the procurement process, contract conditions and other procurement documentation and tools related to this procurement.

## 3. Timescales for Work/Activities

- 3.1. The UKSAR2G project has been split into nine distinct phases of activity as captured in the table below:

Phase	Start Date	End Date	Key Deliverable(s)
Phase 0: Pre-Procurement, including SOBC	Jan 2020	Dec 2020	<i>Development of service requirements. Approved SOBC by end of March 2020. Support for Authority on market engagement.</i>
Phase 1: Bidder Day, OBC & SQ Publication	Jul 2020	Dec 2020	<i>Industry Day, publication of SQ and development of SQ evaluation process. Approved OBC by end of October 2020.</i>
Phase 2: ITT Development	Sep 2020	Dec 2020	<i>Development of Invitation to Tender documentation.</i>
Phase 3: Bid Development (Bidder Based) & Evaluation Prep (Authority Based)	Jan 2021	Jun 2021	<i>Bidders develop initial bid; MCA appoints evaluators and commences evaluation training</i>
Phase 4: Bid Evaluation (a) - Pre-Negotiation Analysis	Jun 2021	Oct 2021	<i>Initial review of bids and identification of issues/items to be negotiated</i>
Phase 5: [Potential] Negotiations (and Bid Update Period)	Aug 2021	Oct 2021	<i>Negotiation of key service deliverables, service management and costs</i>
Phase 6: Bid Evaluation (b) - Final Bid Evaluation	Oct 2021	Feb 2022	<i>Second round of evaluation following negotiations</i>
Phase 7: Contract, FBC and Contract Award	Feb 2022	Jul 2022	<i>Development and review of final contract prior to contract award. Approved FBC.</i>
Phase 8: Mobilisation of Service	Sep 2024	Dec 2026	<i>Transition of service from current provide to new provider to full-service delivery</i>

*The above dates represent the current draft plan and are subject to change.*

## 4. Skills and Experience

- 4.1. The Independent Technical Adviser(s) shall have Knowledge of aviation operations particularly related to the proposed UKSAR2G service detailed in the **Section 1 UK Second-Generation Search and Rescue Aviation (UKSAR2G) ITT Introduction**, of this document.
- 4.2. The Independent Technical Adviser(s) shall have Knowledge of the application of the implementation and use of platforms, innovative technologies and ability to provide rough order of magnitude costs.

- 4.3. The Independent Technical Adviser(s) shall have Knowledge of operating from licenced and unlicensed airfields and the regulatory frameworks involved.
- 4.4. The Independent Technical Adviser(s) shall have knowledge of the regulatory frameworks within which the service providers operate and be familiar with those activities regulated by other competent authorities, such as the CAA.
- 4.5. The Independent Technical Adviser(s) shall have experience of reviewing, evaluating and commenting on documents, assisting in their final production for tender documentation.

## 5. Management of work

- 5.1. The work will be assigned under a Call Off basis. The assigned Area Lead, the Aviation Technical Assurance Manager, will be responsible for the initiation, management and coordination of tasks between the Commercial and Programmes Directorate and the UKSAR2G Independent Technical Adviser.
- 5.2. The Aviation Technical Assurance Manager and/or a nominated deputy will also be responsible for agreeing the timing/commencement of small packages of work, on a Call Off basis, in line with the range of activities in Annex 4, based on the pace of the project.
- 5.3. The timescale, cost and outputs of these small packages of work will be agreed before they commence. Progress will be monitored by the Aviation Technical Assurance Manager and/or a nominated deputy.
- 5.4. A contract management call will be held regularly to assess progress, to discuss tasks to be completed, any/all task deviation, general resource-based activities and provide updates on general activities.
  - 5.4.1. Where possible an adviser briefing note (no more than a single sheet of A4) should be circulated prior to the meeting to aid the discussion around progress/slippage.
- 5.5. The Independent Technical Adviser(s) will be expected to work with other departmental and Agency personnel and with additional advisers where appropriate.

## 6. Task Brief Requirements

- 6.1. In response to this invitation to tender, potential bidders are required to:
  - 6.1.1. Provide a statement on the specific experience, including the team proposed to address the requirement and offer a responsive service to the tasking.
  - 6.1.2. Provide evidence supporting the statement(s) in **Section 4: Skills and Experience** of this ITT detailing advice given on similar contracts, which demonstrate successful outcomes.
  - 6.1.3. Provide details of how the tasks will be planned to meet project delivery timescales as captured in **Section 3: Timescales for Work** of this ITT.
  - 6.1.4. Provide rates for this work at Annex 2.
  - 6.1.5. Provide a resource plan giving an indicative overall estimate of resource requirements, broken down by phase of activity, based on your understanding, any stated assumptions and your experience of such projects.
  - 6.1.6. Provide an indicative overall estimate of the cost of the resource plan, broken down by activity, that can be reconciled to the resource requirements and

the rates shown in Annex 2. The total estimated cost should be no higher than the approved budget range in **15.2**.

**6.2.** Should it be required, the MCA Commercial and Programmes Directorate will facilitate a meeting/teleconference call to discuss support requirements prior to ITT responses being submitted.

**6.2.1.** Potential bidders are asked to inform the MCA of their wish to attend a meeting as swiftly as possible to inform the development of responses.

**6.2.2.** If requested, the Aviation Technical Assurance Manager and Deputy Aviation Programme Manager will host a meeting, lasting no longer than 60 minutes to clarify activities and address any concerns/clarification points.

## **7. Service Conditions**

**7.1.** It is expected that the successful bidder will work mainly at their own office, but attendance at MCA meetings in London, Southampton or Fareham will be required. It may also be appropriate for the Independent Technical Adviser(s) to work for one or two days at DfT/MCA offices, or at potential contractors sites, if required to work in a team alongside DfT or MCA staff, other advisers or other client staff.

**7.2.** Independent Technical Advice Services will be supplied, on a Call Off basis, in accordance with the standard DfT Contract Conditions.

**7.3.** Rates - The fees will be charged in accordance with the rates submitted in your proposal and should offer excellent value for money.

**7.4.** Disbursements shall be chargeable in accordance with the DfT travel and subsistence rates set out in Annex 3. No charge should be made for use of meeting rooms.

**7.5.** The Intellectual Property Right (IPR) on all work undertaken by the consultant will belong to the MCA.

## **8. Management and Contract Administration**

**8.1.** The Aviation Technical Assurance Manager will agree with the Independent Technical Adviser(s) small packages of work, on a Call Off basis, in line with the described range of Work Packages as detailed in Annex 4 as the project progresses. The timescale, cost and outputs of these packages of work will be agreed before commencement of the task and monitored by the Aviation Technical Assurance Manager and/or a nominated deputy throughout delivery.

**8.2.** Should additional tasks arise throughout the project/procurement lifecycle, the Independent Technical Adviser(s) must gain approval from the Aviation Technical Assurance Manager before work commences.

**8.3.** In the Aviation Technical Assurance Manager's absence, the Aviation Requirements Lead, Aviation Technical Lead, Aviation Innovation and Technology Lead, and Deputy Aviation Programme Director are empowered to approve tasks.

**8.4.** The successful bidder will require the capacity to adapt to changes in the volume of work overtime, and to respond to peaks and troughs of workflow at key times in the programmes' life cycle.

**8.5.** The successful bidder will be required to produce timesheets for approval by the Aviation Technical Assurance Manager and/or a nominated deputy, detailing:

**8.5.1.** Work completed by task.

**8.5.2.** Hours charged together with the name of the person who has carried out the work and their hourly/daily rate.

**8.5.3.** A suitable activity/phase reference to support the analysis of cost per activity area.

**8.5.4.** Any recoverable expenses.

**8.5.5.** Approved disbursements.

**8.6.** Monthly, or quarterly by agreement, management reports shall be provided that summarise the current range of activities, progress made on the project, any slippage or deviation from proposed activities, broken down into appropriate tasks or subject matters. During troughs of activity the monthly report will not be required as agreed with the Aviation Technical Assurance Manager. It would be expected that this report should include:

**8.6.1.** A breakdown of completed tasks within the reporting period, and a breakdown of tasks to be completed in the following month.

**8.6.2.** Costs incurred to date.

**8.6.3.** Forecast costs to completion (based on actual/processed invoices and projected spend).

**8.6.4.** Major issues/risks which may impact on costs or timescales, including potential mitigating actions.

**8.6.5.** Reasons for changes to initial/previous forecasts.

**8.6.6.** Any applicable cost reduction plans in the relevant period.

**8.6.7.** Preparatory activities ahead of the delivery of future tasks.

**8.6.8.** Potential areas that require increased levels of MCA input.

**8.7.** This contract will be managed by MCA. The nominated Area Lead for Aviation Technical Support is the Aviation Technical Assurance Manager who is responsible for task assignment, potential additional budgetary spend within/against the agreed contract and confirmation of task completion prior to invoice processing.

## **9. Invoicing and Payments**

**9.1.** Payment shall be made upon delivery subject to the receipt of a valid and correctly submitted invoice. The MCA pays undisputed invoices 30 days in arrears.

**9.2.** Contractors should note that the MCA has migrated its invoicing activity to the DfT Shared Service Centre (Swansea). Invoices should be sent to the address below and include a case reference number and transaction account code (to be assigned by the Agency). Invoices also need to detail the purchase order number issued by the MCA and a full description of items provided:

DfT Shared Service Centre  
Arvato Bertelsmann  
Sandringham Park,  
Swansea Vale,  
Swansea, Wales,

## SA7 OEA

- 9.2.1.** To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to [Accounts.payable@mcga.gov.uk](mailto:Accounts.payable@mcga.gov.uk) or by telephone 020 3817 2261 between 9:00-16:00 Monday to Friday.

## **10. Conflicts of interest**

- 10.1.** Bidders' written proposals must disclose any potential conflicts of interest.
- 10.2.** Bidders should make an assessment of any potential conflicts of interest. They should include a clear statement which:
- 10.2.1.** Explicitly sets out that there is no conflict of interest, or sets out any existing conflicts of interest, either real or perceived, for their firm in relation to this Statement of Requirement.
  - 10.2.2.** Provides full details of proposed risk management arrangements (e.g. segregation of staff and security of information); and
  - 10.2.3.** Provides a clear description of how any subsequently arising conflicts would be dealt with.
- 10.3. Conflicts of interest are assessed on a pass/fail basis.**
- 10.3.1.** The MCA will discuss any conflict of interest issues that have been disclosed by each Bidder.
  - 10.3.2.** The MCA will decide whether any internal management processes and controls that Bidders have in place are satisfactory.
  - 10.3.3.** Bidders will be ruled out of the competition if, in the MCA's view, there is a conflict of interest which could compromise the delivery and integrity of the contract, or if the arrangements to deal with a future conflict of interest arising offer insufficient protection for the MCA.

## **11. Confidentiality and Security**

- 11.1.** The successful bidder will be expected to take all appropriate measures to ensure that confidential or sensitive material is not disclosed, in accordance with the DfT Standard Contract Conditions.

## **12. Training / Skills / Knowledge Transfer**

- 12.1.** Throughout the contract the appointed Independent Technical Advisor(s) is expected to share skills and knowledge.
- 12.2.** In addition to the range of activities captured in Annex 4, the Independent Technical Advisor(s) will be tasked with developing a knowledge transfer process to ensure the MCA is aware of the adviser's outputs, their input to the final contract, and key areas to be monitored or further developed following the end of the adviser support contract

**12.3.** At the end of the contract the Independent Technical Adviser(s) will be required to complete a knowledge transfer to the Department and, where appropriate, to other external advisers (this may include other Technical Advisers).

### **13. Documentation**

**13.1.** Correspondence will, unless stipulated otherwise by MCA, be by email. Documentation should be provided electronically (in Microsoft Office or PDF formats as requested).

### **14. Evaluation Criteria**

**14.1.** Bids will be evaluated based on the criteria and weightings set out in **Annex 1**.

### **15. Financial / Price Factors Scoring Methodology**

**15.1.** The evaluation of price will be carried out as set out in **Annex 2**.

**15.2.** Bids will be evaluated on the basis of total price for the work required to deliver the work packages detailed in **Annex 4 – Independent Technical Adviser(s) Activities – UK Search and Rescue Second-Generation (UKSAR2G) Procurement Project**.

**15.3.** Bidders shall provide a resource plan as requested in **Annex 2 – Pricing Evaluation**.

Bidders should note that the approved budget for Independent Technical Adviser to UKSAR2G is in the range of **£250,000 - £415,000** (exclusive of VAT). The agreement is for 84 months and is based on a call off arrangement. It is intended that the agreement will commence in September 2020 and we do not offer any guaranteed minimum amount of work or income to potential suppliers. The amount of work actually available, will depend on our requirements at the time and whether it fits an advisor's specialisation.

### **16. Communications During the Tender Process**

**16.1.** This contract has been advertised in the Official Journal of the European Union (OJEU) and on the Contracts Finder portal.

**16.2.** Tenderers are welcome to ask questions about any aspect of the procurement process. Such queries should be addressed to the Procurement Team at [contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk).

**16.3** In the interest of fairness, all answers will be published on the Contracts Finder website as a further attachment to the advertisement, unless clearly only relevant to one supplier. **Answers to questions will not be individually emailed to tenderers**, so you are strongly advised to keep up to date with any additional documents posted to the site.

**16.4** Please ensure that you have read all documents before asking a question, as your query may already have been answered.

**16.5** The MCA will inform all tenderers individually whether or not they have been successful in the tendering process.

## 17. Your Response

- 17.1.** Please submit your response by email to: [contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk) with the subject title: **Tender Documents - Independent Technical Advice to the Maritime & Coastguard Agency.**
- 17.2.** It is your responsibility to ensure that your tender is submitted no later than **11:00** Noon on **06 August 2020.** **Your tender may be submitted before the due date, but all late tenders will be rejected.**
- 17.3.** You must ensure that your tender is completed, in English, with all prices in Pounds Sterling (exclusive of VAT) and is signed and dated where required.
- 17.4.** You must not alter any of the MCA's tender documents.
- 17.5.** You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award. The only exception is if you need an insurance quotation to calculate your tender price, in which case you may give your insurance company or brokers any essential information they ask for, provided that you do so in strict confidence.
- 17.6.** You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
- 17.7.** You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price.
- 17.8.** Tender documents must not be transferred to anyone without the prior approval of the MCA in writing.

## 18 Procurement timeline

<b>Activity or deadline</b>	<b>Date</b>
Deadline for the submission of clarification questions from bidders	30 Jul 2020
Deadline for the submission of Tenders	6 Aug 2020
Authority evaluation of bids	8 -14 Aug 2020
Notification of preferred bidder status (Mandatory 10 Day Stand Still Period Applied)	w/c 17 Aug 2020

