



Scottish Government  
Riaghaltas na h-Alba  
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## **Invitation to Tender:**

# **Provision of Analysis of Consultation Responses for: draft Gender Recognition Reform (Scotland) Bill Consultation**

**SOCIAL RESEARCH  
SCOTTISH GOVERNMENT**

**October 2020**



28 October 2020

Dear Sir / Madam,

**INVITATION TO TENDER FOR “Provision of Analysis of Consultation Responses for: draft Gender Recognition Reform (Scotland) Bill Consultation**

You are hereby invited by The Scottish Ministers to tender for the provision of consultation analysis services detailed in the attached brief documentation.

This Invitation to Tender comprises the following documents:

**This ITT Covering Letter**

**Schedule 1 Instructions to Tenderers**

**Schedule 2 Specification**

**Schedule 3 Evaluation Guide and Instructions**

**Schedule 4 Quality Questions**

**Schedule 5 Pricing Schedule**

**Schedule 6 Purchase Order and Invoicing Requirements**

**Schedule 7 Form of Tender**

**Schedule 8 SG Terms and Conditions**

**Schedule 9 Data Protection**

Please ensure you review all of the documents listed above and be advised that:

Your tender must be in accordance with all parts contained in the Invitation to Tender (ITT). Instructions for the completion and submission of tenders are contained in the Instructions to Tenderers document.

The closing date and time for submission of tenders is 16 November 2020 at 11:00. Your tender must be submitted via the Public Contracts Scotland system. It is the responsibility of all Tenderers to ensure that their tender is received not later than this date. The PCS system will not accept tenders submitted after this time. Tenders submitted after this time may not be considered.

The Scottish Ministers are not bound to accept the lowest priced or any tender and shall not be bound to accept the Supplier as a sole supplier.

By providing us with a quotation you agree to be bound by The Scottish Government Terms and Conditions (SGTC2 – see Schedule 8) which will apply to any contract awarded to you after you have provided us with our quotation.

Enquiries and returns regarding this Invitation To Tender should be sent via the Public Contracts Scotland website.

Yours faithfully,

**Maisy Best**  
**Senior Research Officer**

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Schedule 9 Data Protection

## SCHEDULE 1

### INSTRUCTIONS FOR TENDERERS

1. It is the responsibility of the tenderer to meet all costs in preparing for the Procurement process, and obtain for themselves at their own expense any additional information necessary for the preparation of their tender.
2. All information supplied by the Scottish Ministers in connection with the Invitation to Tender (ITT) shall be treated as confidential by tenderers except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
3. Tenders must be submitted in accordance with these Notices and Instructions and accompanying ITT documents. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.
4. Each tender will be subjected to a Quality and Pricing evaluation. The aim of the evaluation is to select a tender which represents the Best Price Quality Ratio. The Award Criteria which will be applied to determine this is as follows:
  - Quality 70%
  - Pricing 30%
5. Full details of the Award Criteria, any Sub-Weightings and Tender Evaluation methods are contained in Schedule 3 - Evaluation Guide and Instructions.
6. Any contract awarded as a result of this tendering exercise will be subject to the Scottish Government Terms and Conditions (2) as specified in this Tender.
7. The issue of an ITT is not a commitment by the Scottish Ministers to place a contract as a result of the Tendering exercise or at a later stage.
8. Subject to the terms of the Regulations, the Scottish Ministers expressly reserve the right to change, without notice, the basis of, or the procedures for, this procurement process or to terminate the process at any time.
9. All information requested should be provided on the Tender Schedules enclosed (additional sheets may be used if required, **but all information should be provided in the order and format of the Schedules**). Tenderers should also note that their Pricing Schedule must be submitted as a separate document.
10. Tenderers may submit a tender using their own text creation facilities. However, the content and layout must be identical to the Scottish Government version of the relevant sections of the tender.
11. Tenderers **must** submit their completed tenders via the **Public Contracts Scotland (PCS) Portal** for this opportunity. Please note that large electronic files take time to download and tenderers should ensure that sufficient time is allowed for this to be

done. The speed with which submissions are made are dependent on the size of the document and inclusion of graphics, logos, photographs etc. should be omitted wherever possible.

12. The rights of Tenderers under GDPR can be found in an Annex to this Schedule (Schedule 1, Annex A).
13. Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS contact. Tenderers must therefore keep their contact details on the PCS system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
14. Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS messaging function.
15. Nothing in this ITT shall preclude Scottish Ministers from making public, under the Freedom of Information (Scotland) Act 2002 (“FOISA”) and/or the Environmental Information (Scotland) Regulations 2004 (“EIRS”) or otherwise, details of all matters relating to this ITT and responses thereto unless such details fall within an exemption under FOISA and/or EIRS as may be applicable at the discretion of Scottish Ministers and Scottish Ministers (at its sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised Scottish Ministers in writing that disclosure of specified information would or would be likely to substantially prejudice the commercial interests of any person (including but not limited to the Tenderer or Scottish Ministers).
16. Tenderers should also note that the receipt of any material or document marked “confidential” or equivalent by Scottish Ministers should not be taken to mean that Scottish Ministers accepts any duty of confidence by virtue of that marking.
17. The Tenderer should be aware that should any of its responses be found to be deliberately misleading or falsified, the bidding organisation may be disqualified from the tender process.
18. Scottish Ministers reserve the right to withdraw the requirement at any stage prior to the award of the contract and the right to amend the ITT documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered and dated. Where amendments are significant, the Scottish Ministers may, at their discretion, extend the deadline for receipt of tenders.
19. Scottish Ministers reserve the right to reject or exclude from the procurement process a Tender, where the Tenderer has submit a response which is not in compliance with the requirements of the ITT; the ITT response is submitted late, is completed incorrectly or is incomplete; the Tenderer fails to respond in satisfactory terms to a request by Scottish Ministers for supplementary or to provide clarity in

relation to the Tenderer's response to the ITT; or the Tenderer or any of its sub-contractors or consortium members is/are guilty of serious misrepresentation or appear to have engaged in collusion with any person in relation to its response to the ITT and/or the procurement process.; or where there is a change in identity, control, financial standing or other factor affecting the tenderer.

20. The date for tender return is **16 November 2020 at 11:00**. Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements.
21. All questions regarding the content of this ITT should be directed through the dedicated PCS messaging area by **11 November 2020 at 15:00**. No other form of communication will be accepted.
22. All technical queries regarding Public Contracts Scotland should be directed to [PCS on telephone number 0800 222 9003](tel:08002229003).
23. Direct or indirect canvassing of any elected official, public sector employee or agent by any Tenderer concerning this requirement, or any attempt to procure information from any elected official, public sector employee or agent concerning this ITT, may result in the disqualification of the Tenderer from consideration for this requirement.
24. The successful tenderer will be selected on the basis of the best price quality ratio, throughout the tender process as a whole, against defined evaluation criteria. The response to the Quality Questions will form the basis of the quality evaluation and the Pricing Schedule will form the basis of the commercial evaluation.
25. The ITT is issued on the basis that nothing contained in it will constitute an inducement or incentive nor will have in any other way persuaded a tenderer to submit a Tender or enter into any contractual agreement.
26. Tenders shall remain valid and open for acceptance for 3 months after the tender return date. In exceptional circumstances, Scottish Ministers may request that the tenderer extend the validity period for a specified additional period.
27. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.

**27. PROCUREMENT TIMETABLE\*** The projected timetable for this exercise is as follows:-

|   |                           |
|---|---------------------------|
| <b>Invitation to Tender document advertised</b> | 29 October 2020           |
| Deadline for questions via PCS                  | 11 November 2020 at 15:00 |
| Responses to questions via PCS                  | 13 November 2020 at 15:00 |
| Tender documents to be returned                 | 16 November 2020 at 11:00 |
| Award of contract by                            | 4 December 2020           |

\* Please note the above dates are estimated only and may be subject to change.

## SCHEDULE 1 ANNEX A INVITATION TO TENDER (ITT) PRIVACY NOTICE

**Scottish Procurement and Property Directorate (Scottish Procurement)** is part of the Scottish Government and is responsible for providing **professional procurement services and collaborative procurement arrangements to the Scottish Government and Scottish Public Bodies.**

In order to carry out its functions, **Scottish Procurement** is required to process personal information. The types of data we hold and the reasons we are required to process it are set out below. The Scottish Government is the data controller of the information and is committed to protecting your privacy at all times when using your personal data.

This notice relates to the personal information we process about you as part of tender exercises conducted by **Scottish Procurement**. It explains what personal information we process about you when you submit a response in relation to a tender exercise, why we process it, and what we do with it. It also explains your rights under data protection laws.

The Public Contracts Scotland Portal is provided by external suppliers. Details of the Privacy Policy for the Public Contracts Scotland Portal can be found on their website - [Public Contracts Scotland](#)

### 1. Your data

We collect information from you (including name, email address, business address, home address, date of birth, telephone number, financial information, experience, qualifications) for the following purpose:

- We need to process your personal information in order to allow Scottish Procurement to assess suitability of bidders, evaluate tenders, provide feedback to bidders, award contracts to the successful supplier and to ensure contract requirements are delivered.
- To respond to your queries or requests when you contact us. We will route your messages to the relevant team.
- To contact you about tender and procurement related matters.

### 2. Legal basis of processing

The legal basis for processing your data is for the performance of a task carried out in the public interest.

### 3. Recipients

We will share your information with:

- Individuals involved in the procurement exercise or in the evaluation. This may include Scottish Government staff, individuals from other public sector

bodies participating in the evaluation of bids, consultants or expert advisers involved in the tender exercise.

- Procurement team members to allow them to respond to your queries or to send you updates on procurement related matters.
- As your personal data will be stored on our IT infrastructure it may be shared with our data processors who provide electronic tendering systems, advertising portals, email, document management, surveys and storage services. Details of the Privacy Policies for the Public Contracts Scotland Portal can be found on their website.

#### **4. Retention**

We will only keep your information while there is an ongoing business need or Regulatory requirement to retain the information. For successful tenderers the information will be retained until 6 years after expiry of the contract. For unsuccessful tenderers the information will be retained for one year after the date of last action.

#### **5. Your rights**

You have the right:

- to request information about how your personal data is processed and to request a copy of that personal data.
- to request that any inaccuracies in your personal data are rectified without delay.
- to request that your personal data is erased if there is no longer a justification for it to be processed.

Further information on your rights can be found on the Scottish Government website at the attached link :

[Your right to access personal information](#)

#### **6. Contact**

6.1 If you would like to find out more about how your data will be processed in this procurement, please get in touch with Maisy Best at [maisy.best@gov.scot](mailto:maisy.best@gov.scot).

If you require any information about the way in which we process your data or if you wish to report a complaint or a data breach, please contact The Scottish Government Data Protection Officer (address: Victoria Quay, Edinburgh, EH6 6QQ, email: [DataProtectionOfficer@gov.scot](mailto:DataProtectionOfficer@gov.scot)). All enquiries will be responded to as quickly as possible and all data breaches will be taken very seriously.

If for any reason you are dissatisfied with the way in which your personal data has been processed, you can complain to the appropriate supervisory authority for dataprotection: Information Commissioner's Office (ICO) office: Wycliffe House, Wilmslow, SK9 5AF, or Website: <https://ico.org.uk/concerns/>.

## **SCHEDULE 2**

### **SPECIFICATION OF REQUIREMENTS**

#### **1. Introduction**

The Scottish Government (SG), on behalf of the Scottish Ministers, is seeking to commission a Contractor to undertake the analysis of responses to the public consultation on a draft Gender Recognition Reform (Scotland) Bill (the draft Bill) to reform the process by which trans people gain legal recognition of their lived gender through a Gender Recognition Certificate in terms of the Gender Recognition Act 2004. The overall aim of the contract is provide robust analysis and reporting on the responses to the consultation, to inform the provisions of the draft Bill.

This specification sets out what is required, provides background information on the consultation, and invites Contractors to respond to Schedule 4 (Quality Questions) and to Schedule 5 (Pricing Schedule) to form your tender for the contract.

#### **2. Background and context**

In 2016, in the Fairer Scotland Action Plan<sup>1</sup>, the Scottish Government committed to a full and wide ranging consultation on reforming the process by which trans people<sup>2</sup> could be legally recognised in their lived gender (legal gender recognition), to cover establishing new arrangements for dealing with applications for legal gender recognition and the minimum age at which applications for gender recognition could be made.

The existing arrangements for legal gender recognition are set out in the Gender Recognition Act 2004. Where recognised under the 2004 Act, through the issue of a full Gender Recognition Certificate (GRC), where a successful application was born or adopted in the UK, they can also obtain an updated birth certificate. Trans men and women who have not yet obtained a GRC may have transitioned socially, with most of their identification documents, including Government issued ones such as a passport and driving licence reflecting this. However, without a GRC the trans person will have a birth certificate and legal status which is not consistent with how they lead their lives.

An initial consultation on the principles of reform<sup>3</sup>, and in particular, the Scottish Government's initial proposal that Scotland should adopt new arrangements based on an applicant's statutory declaration, ran from 9 November 2017 to 1 March 2018. Over 15,500 responses were received to that initial consultation<sup>4</sup>. The majority of

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<sup>1</sup> At Action 13- <https://www.gov.scot/publications/fairer-scotland-action-plan/>

<sup>2</sup> The 2004 Act describes the existing process as being for "a person of either gender who is aged at least 18 may make an application for a gender recognition certificate on the basis of (a) living in the other gender, or (b) having changed gender under the law of a country or territory outside the United Kingdom. In general we use the terms trans or transgender to refer to people whose gender does not correspond with their sex at birth.

<sup>3</sup> At <https://consult.gov.scot/family-law/review-of-the-gender-recognition-act-2004/>

<sup>4</sup> The analysis report is published at: <https://www.gov.scot/publications/review-gender-recognition-act-2004-analysis-responses-public-consultation-exercise-report/>

consultation respondents (65% of Scottish resident respondents and 60% of respondents overall) were in favour of a system based on statutory declarations<sup>5</sup>. 39% of respondents overall (34% of Scottish resident respondents) were opposed and those who commented raised concerns, including about the impact of the proposed arrangements for women-only spaces and services.

The Cabinet Secretary for Social Security and Older People announced the Scottish Government's response to the consultation in the Scottish Parliament on 20 June 2019<sup>6</sup>. In particular, she announced that the Scottish Government would consult on a draft Bill to reform the 2004 Act, with the consultation being issued before the end of 2019. She said that:

*"I am acutely aware of how divided opinion is on this issue, so I want to proceed in a way that builds maximum consensus and allows valid concerns to be properly addressed. For that reason, we will not immediately introduce legislation to Parliament.*

*Instead, I intend to publish a draft gender recognition (Scotland) bill later this year, with the bill being formally introduced to Parliament only when there has been full consultation on the precise details. The consultation will cover draft impact assessments, including a comprehensive updated equality impact assessment, to ensure that all rights are protected in a balanced way. That additional step in the process will, I hope, give Parliament and all stakeholders the opportunity to consider and respond to specific proposals, and it will allow discussion to move from the general to the detailed.*

*All aspects of the draft bill will be open to consultation. We will progress to legislation when that process has taken place and we are content that responses have been analysed and concerns allayed, and that we can introduce a bill that has the support of Parliament and the public. We will inform Parliament of the timetable for legislation once that process has been completed."*

The consultation on the draft Bill was published alongside a range of other information<sup>7</sup>.

### **3. Aims and objectives**

The overall aim of the contract is to produce a clear and concise report for publication, which reflects a robust and systematic analysis of responses to the consultation.

The specific objectives of the work are to:

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<sup>5</sup> The consultation analysis is at: <https://www.gov.scot/publications/review-gender-recognition-act-2004-analysis-responses-public-consultation-exercise-report/pages/1/>.

<sup>6</sup> At <http://www.parliament.scot/parliamentarybusiness/report.aspx?r=12196&i=110214>.

<sup>7</sup> See the Cabinet Secretary's blog: <https://blogs.gov.scot/fairer-scotland/2019/12/17/gra-consultation/> and factsheet at: <https://www.gov.scot/publications/proposals-to-reform-the-gender-recognition-act-2004/>.

- a. Ensure that all consultation responses are accurately captured in a master database alongside respondent information and any requests for anonymity. This will require processing the information received in non-standard response formats (e.g. hard copy responses that cannot be manually added to Citizens Space, e mail attachments, campaign responses) and may involve some manual data entry.

Identify any blank, duplicate or campaign responses, as well as any other anomalies, using procedures outlined in the Methods Section 6 below. Ensure that these responses are processed, analysed and reported on accordingly, using procedures agreed with the Scottish Government. Confirm the final number of valid responses received, in total and by the following:

- **Respondent category** (i.e. individual/organisation)
- **Location of the respondent**<sup>8</sup>
- **Organisation sector**. NB: The Respondent Information Form did not request this information from consultation respondents so the contractor will be required to categorise organisations into sectors based on their organisation name with input from Scottish Government officials where required.
- **Means through which the response was received** (i.e. Citizens Space/hard copy)

**NB: Any response to a consultation is valid provided that it is relevant to the subject matter of the consultation.** For clarity – that means that no fields on the Respondent Information Form are mandatory for individuals: anonymous responses are valid provided that they relate to the subject matter.

- b. Undertake a transparent, rigorous and systematic analysis of the valid consultation responses, with reference to respondent categories and response types where relevant.
- c. Produce a high quality, balanced and impartial report of the analysis, ensuring that the full range and nature of views are presented. Further information on the content and structure of the report are outlined in Sections 6 and 7 below and will be agreed at the inception meeting.

#### 4. Scope / Statement of Requirement

The consultation documents are available on the Scottish Government’s consultation hub (<https://consult.gov.scot/family-law/gender-recognition-reform-scotland-bill/>)<sup>9</sup>.

The consultation opened on 17 December 2019 and closed on 17 March 2020.

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<sup>8</sup> The respondent is asked in the Respondent Information Form or when completing the respondent information via the consultation hub, to confirm whether they are resident in Scotland, or the rest of the UK, or the rest of the world.

<sup>9</sup> The full consultation document can be accessed directly from: <https://www.gov.scot/publications/gender-recognition-reform-scotland-bill-consultation-scottish-government/>

The consultation asked 10 questions, broken down as follows:

- 5 questions were **closed** (inviting yes/no/don't know responses).
- 5 questions were **open** (inviting a free text response option asking for comments).

Of the 10 questions asked, the contractor will be required to analyse:

- 5 closed questions (inviting a yes/no/don't know response)
- 5 open questions (inviting a free text response asking for comments)

**N.B.** Citizens Space provides quantitative data about the numbers of responses that have selected each option within closed questions. These data summaries will be available to the contractor. 4 of the 5 closed questions ask whether respondents have any comments on a particular element of what is set out in the consultation documents, and are followed by an open question asking respondents to outline these comments.

The questions are listed in an Annex to this Schedule (Schedule 2, Annex A).

There was no word limit for the free text responses. The length and level of detail provided in responses will vary (with responses from individuals typically being shorter than those from organisations). Many respondents do not answer every question, and responses vary in how closely they answer the consultation questions.

The main sources of consultation responses are set out below.

**Citizen Space:** the majority of responses to the consultation were received via the online response form on Citizen Space (the consultation platform). Responses received via Citizen Space are automatically collated into a database, downloadable on to Excel, which the Contractor will be able to access. Contractors might choose to use this Excel database as the starting point for analysis of responses, but are free to use an alternative database format which enables such analysis.

**Non-Citizen Space responses:** this consists of hard copy responses which have been scanned, Responses submitted by email were not accepted in respect of this consultation.<sup>10</sup> (We also received a number of hard copy responses which used a standard campaign template which have not been, and will not be, uploaded to Citizen Space. A proportion of hard copy responses have been uploaded to Citizen Space and we will continue to progress this work.)

Where possible, the Scottish Government will input any hard copy responses into the Citizen Space online response form. Where this is not possible, the Scottish Government has uploaded these responses onto Citizen Space as attachments. As part of the contract, the Contractor will be required to process these responses in a

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<sup>10</sup> As a result of the impact of COVID-19 near the closure of the consultation, this arrangement was relaxed and emailed responses (fewer than 10) were accepted.

way that enables them to be analysed, either using the Excel database downloaded from Citizen Space or an alternative database format.

- Where these responses are:
  - structured according to the consultation questions: responses can be assigned direct to the appropriate question;
  - not structured according to the consultation questions: Contractors will need to use their judgement to assign responses to the appropriate consultation questions in order to analyse them.
  - long responses (e.g. received in pdf attachments): Contractors will need to decide how best to assign the content to enable analysis.

The Scottish Government may transfer some responses by secure means direct to the Contractor for their content to be processed and assigned to the appropriate consultation questions.

**Organised campaign responses** were received. The Contractor will be expected to check for indications of co-ordinated responses and report on these accordingly. The contractor will need to check responses to confirm whether they are Standard or Non-Standard responses (see Section 6, Data Cleaning sub-section below).

**Social media comments / tweets received via SG social media channels** were not received. Consultation responses were invited to be submitted only through Citizen Space and in hard copy. No communications activity seeking views through social media channels took place.

**The Contractor will be responsible for ensuring that the information in all responses is included in the analysis process, regardless of the format in which it was received.**

#### **Number and Type of Responses:**

A total of **17,185 responses** were received. A breakdown of the numbers of each response type received is as follows:

| <b>Response type</b>                  | <b>Number of responses received</b>   |
|---------------------------------------|---|
| Citizen Space responses.              | 16,680  |
| E mail attachments, postal responses. | 163 hard copy responses <sup>11</sup> plus 337 identical hard copy campaign responses <sup>12</sup> and 5 non-standard hard copy campaign responses |

<sup>11</sup> Just over 50 of these have been uploaded to Citizen Space to date.

<sup>12</sup> All from the same campaign, so not uploaded to Citizen Space.

|   |                            |
|---|----------------------------|
| Campaigns<br>(i.e. number of campaigns)                                   | 10 campaigns <sup>13</sup> |
| Non-standard campaign responses.<br>(i.e. number of individual responses) | Unknown <sup>14</sup>      |

In the case of non-Citizen Space responses uploaded to Citizen Space as PDF files (bullet 2 above), Contractors should be aware that these responses will need to be downloaded from Citizen Space separately as the answers will not appear in the answer fields of the Excel spreadsheet of responses downloaded from Citizen Space. These responses need to be included in the analysis, and Contractors should be aware that additional data entry might be required to prepare these responses for analysis. Non-Citizen Space responses which have been uploaded to Citizen Space can be identified in the Excel spreadsheet of responses by their Response ID which will begin “BHLF”, rather than “ANON”.

## 5. Data Access Arrangements

The Scottish Government’s Terms and Conditions (2) for this Contract, para 28, covers the issue of Data Protection, including the processing of personal data in the form of consultation responses. See also Section 9 below.

As the Data Controller, the Scottish Government will transfer this personal data to the Supplier (the Data Processor) in order to enable them to undertake the analysis and reporting of responses.

The Contractor will be provided with log-in details for Citizen Space (for this consultation only), where they will be able to access the consultation responses entered via the online response form or uploaded by the Scottish Government, and download a database into Microsoft Excel. NB: any responses that are uploaded as attachments (see Section 3 above) will not automatically be on the database and will have to be processed separately.

For any other responses which need to be transferred direct to the Contractor, the Scottish Government will arrange for a secure means of electronic data transfer, with frequency and timing of data transfers to be agreed with the Contractor.

The database will include the following information about each respondent who replied using the online form **and** completes all the available data fields:

- Name
- Email address
- Whether they were responding as an individual or organisation.
  - If responding as an organisation: organisation name
- Whether the individual or organisation was resident in Scotland/the rest of the UK/the rest of the world.

<sup>13</sup> It is possible only some of these campaigns involved suggested responses to use.

<sup>14</sup> We identified that we received 5 non-standard campaign responses in hard copy.

- Their responses to the consultation questions.
- Publication preference – i.e. whether the respondent gave permission to publish their consultation response (publish response with name; publish response only; do not publish response). NB: The option 'Publish response only (without name)' was available for individual respondents only. If this option was selected by organisations, the organisation name will still be published.

## 6. Methods

Contractors should outline their proposed approach to processing, recording, analysing and reporting on the consultation responses, including any software they will use.

Written consultation and the publication and analysis of responses are seen as a key part of Scottish Government's engagement with stakeholders and the public. We are fully aware that respondents to consultation are self-selecting and that analysis of consultation responses should aim to identify the range of views submitted. We therefore expect the vast majority of consultation analysis to be **qualitative** in nature. However, **quantitative** analysis of closed questions can have benefits in identifying a balance of opinion and in assisting analysis through filtering responses to linked open questions.

### *Data Cleaning*

Before beginning the analysis, the Contractor is required to identify any blank or duplicate responses. Multiple different responses submitted by the same individual or organisation should be combined into a single composite response, using an approach to be agreed with the Scottish Government. Blank responses should be removed before analysis.

In the event that any campaign responses are received or identified during analysis, they should be checked to identify whether they are:

- **Standard responses:** in which the respondent has simply added their name to the standard text provided by a campaign organiser without making any changes to it. These responses would need to be counted for each separate campaign and a full synopsis of any campaign responses should be provided in the report.
- **Non-standard responses:** in which the respondent has edited the standard text provided by a campaign organiser or added their own comments to it before submitting it (usually via the campaign organiser's website). The additional / edited elements of these responses should be included in the analysis database and validated as with any other response.

For audit and quality control purposes, a record should be kept of any exclusions or changes made to responses included in the final database for analysis (e.g. responses excluded because they are invalid; any identified as campaign responses; any reclassification of organisation sector). This information should be provided in a separate worksheet within the master database and referred to in the final report.

## ***Qualitative Analysis and Reporting***

Responses to **open questions** should be analysed **qualitatively** in terms of the range of views submitted. We do not expect quantitative analysis of open questions, although terms such as ‘the vast majority of respondents’ or ‘some respondents’ can be used if the Contractor believes it adds to understanding.

Where it is apparent, the analysis should describe any pattern by respondent category (e.g. differences between organisations and individuals, or by organisation sector). In addition to question-by-question analysis, the report should include any cross-cutting themes which emerge. Reporting on every individual point is not required, as the intention is for responses to be made available on the Scottish Government website (where permission has been given) and subject to moderation.

The report should also summarise any views expressed about the consultation process and discuss any apparent issues with the consultation questions, and the implications for analysis.

The Scottish Government will be responsible for identifying and redacting any potentially defamatory comments prior to publication of the individual consultation responses<sup>15</sup>. In addition, the Contractor must take care if quoting from the responses that they do not include any defamatory content or that requested confidentiality is not breached. This means not using direct quotes where the RIF has selected “do not publish” as their publication preference. If a RIF has not been supplied, the default position should be to treat that response as “do not publish”; these responses can be included in the analysis but should not be quoted from.

## ***Quantitative Analysis and Reporting***

Where there are **closed questions** either on their own or as a filter for an open question, we expect Contractors to provide **numeric and percentage analysis**. However, given the self-selecting nature of respondents, Contractors are asked to highlight the caveats around these numbers / percentages when reporting them – e.g. percentages relate to the number of respondents who answered that specific closed question.

The report should include the following breakdowns, presented in graph or table format within the body of the report, or in appendices (to be agreed with the Scottish Government):

- a) The total number of responses, broken down by:

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<sup>15</sup> The consultation indicates that responses which contain certain types of content will not be published: “a response which raises concerns about data protection or raises concerns about copyright or is potentially defamatory or has offensive material or contains references to on-going court cases will not be published”. See Chapter 1 of the consultation at paragraph 1.11.

- Respondent category (i.e. individuals / organisations; organisation sector<sup>16</sup>; geographical location<sup>17</sup>)
  - Response type and source (e.g. standard responses, campaign responses, campaign plus responses; responses received via Citizens Space, hard copy responses).
- b) The number and percentage of total respondents who answered each question and sub question.
- c) A breakdown of responses to one closed question (question 3, Annex A). This should include the number and percentage of respondents to that question who selected each option (e.g. yes, no, don't know), broken down by respondent category, if requested by the Scottish Government.

## 7. Outputs and key deliverables

The key deliverables are listed below and Contractors should allow for this in the timetable and costs proposed. They will be required in electronic format (Microsoft Word or Excel). All outputs should be emailed to the Contract Manager.

- a) **Inception report**, detailing the agreed full project plan and including a minute of the inception meeting as an appendix, within one week of the inception meeting.
- b) **Draft Report**, of publishable standard, as described below.
- c) **Final Report** of publishable standard, as described below.
- d) **Final auditable database in Excel** showing which responses have been excluded from analysis and why (see Section 6 above).
- e) **Written or verbal progress updates**, by email or phone to the Contract Manager fortnightly.

The final report should be no longer than 80 pages (excluding appendices). It should contain the following sections:

- Executive summary of no more than 5 pages.
- Background: summarising the policy context and providing a description of the consultation process and consultation questions.
- Methods: outlining the approach to the quantitative and qualitative analysis, acknowledging any limitations and ensuring there is clarity over the nature of the exercise, i.e. it is not a nationally representative survey of public opinion.
- Findings: profile of respondents and a full analysis of responses (as described in section 6)
- Appendices: including the frequency tables outlined in section 6.

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<sup>16</sup> NB: The Respondent Information Form did not request this information from consultation respondents so the contractor will be required to categorise organisations into sectors based on their organisation name with input from Scottish Government officials where required.

<sup>17</sup> NB: The respondent is asked in the Respondent Information Form or when completing the respondent information via the consultation hub, to confirm whether they are resident in Scotland, or the rest of the UK, or the rest of the world.

All outputs should be quality assured by the designated person in the contracted research team and should be fully proof read prior to submission. This should include checking that the document is well laid-out, technically correct, grammatically correct and that appropriate language is used. In those cases that the Client detects proof read errors, they will be returned to the contractor who will be asked to resubmit the returned document as well as a revised timetable detailing how the delay will be dealt with.

The written outputs of this research, including draft outputs, will be expected to be of publishable standard (concise, in plain English and featuring high quality analysis and writing). They will communicate in a style that is easily understood by an intelligent lay person. Any output not achieving this standard will be returned for revision. Details of the required style are available on the following website: <https://www2.gov.scot/Topics/Research/About/Social-Research/Guidance-for-Contractors>. Support with examples and templates will be provided.

Tenderers are asked to note that the Client may withhold payment until it is completely satisfied that the submitted outputs meet the aims and objectives of the project and are of publishable standard. Hence, the outputs may need to go through two or more iterations, following detailed discussions over content and presentation, and contractors should take this into account in their timetables and costs.

## **8. Ownership of outputs**

The ownership of the consultation material, including the final report and any data produced as a result of the consultation analysis, lies with the Scottish Ministers. All Intellectual Property Rights in any material including but not limited to reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs which are created or developed by the Supplier on behalf of the Purchaser for use, or intended use, in relation to the performance by the Supplier of its obligations under the Contract are hereby assigned to and shall vest in the Crown absolutely.

The consultation analysis report will be published on the Scottish Government's website in line with the Scottish Government's Social Research [Publication Protocol](#). The format and timing of publication will be determined by the Scottish Government.

## **9. Publicity**

The Contractor must not make any press announcement or otherwise publicise the Contract in any way, except with written consent of the Purchaser. The Contractor will keep the Purchaser fully informed of any contact from the media in relation to the Contract.

## **10. Data Protection**

The successful contractor will, in conjunction with the Scottish Government and in its own right, and in respect of the research contract, make all necessary preparations to

ensure it will be compliant with Data Protection Laws. For full details please refer to the accompanying Scottish Government Terms and Conditions, section 28, and to Schedule 9.

This contract will require the processing of **personal data**, as defined under the General Data Protection Regulation (EU) 2016/679. The Data Protection schedule within the [Terms and Conditions \(2\)](#) has therefore been completed (see Schedule 9). The Data Protection schedule will be signed off as forming part of the overall contract, thereby meeting our obligation to have a legally binding controller processor contract in place where personal data are processed in connection with a contract. For the purposes of this processing, the Contractor will act as the data processor and the Purchaser (the SG) acts as the data controller.

While it is very unlikely that **special category data** would ever be requested from consultation respondents, they might submit data in one or more of the [special categories](#) within free text responses to open questions. The legal basis for processing this data, under Article 9 of GDPR, would be 'substantial public interest'. The Contractor should be aware of the potential sensitivity of data which they will receive.

Tender respondents are required to demonstrate their organisation's approach to information security and the controls that are in place, to protect the data shared with them, and to ensure continuity of the service offered. The tender should outline the operational and technological processes and procedures in place to safeguard against any unauthorised access, loss, disruption, theft, use, or disclosure of the personal data processed for this project. This includes the IT security processes you have in place to ensure the protection of sensitive / personal data, including password security; secure transfer of data; how home / off-site working is facilitated; the use of laptops and the encryption of devices; safeguarding against unauthorised access. Please include information on your procedure to inform SG, as the Data Controller, of any breaches involving personal data; and of any data protection requests received (requests for deletion, access, objection to processing, etc).

## 11. Ethical Sensitivities

There will be no direct contact between Contractors and consultation respondents as part of this contract. There may be sensitivities around responses from individuals - which may have to be handled on a case to case basis. However respondents are made aware in the consultation document (respondent information) that their responses will be made public unless they state otherwise.

Contractors should provide a statement identifying any ethical issues that might arise in conducting the work and how these will be addressed. This should include (but is not limited to):

- Measures to protect personal data
- Ensuring that no personal information is included in the final report and that requests for anonymity are respected
- Any potential conflicts of interest

## 12. Key Risks and Responsibilities

There are a number of risks that should be considered and addressed in the design and implementation of this contract including:

- Unexpected loss of key personnel (i.e. due to sickness, requirement to self-isolate due to COVID-19)
- IT failure
- Inability to access Citizens Space
- Data loss
- Data protection breach following transfer of the data
- Personal bias is reflected in the analysis
- The content of some consultation responses or the subject matter of the consultation may be upsetting

## 13. Contract Period, Timetable and Milestones

The contract is anticipated to last 4 months, starting on 4 December 2020 and finishing on 19 March 2021. The following indicative timetable outlines milestone dates applicable to the contract. These will be finalised at the inception meeting.

| <b>Milestone</b>                               | <b>Indicative Timing</b>   | <b>Payment</b> |
|--|--|----------------|
| Invitation to Tender issued                    | 29 October 2020  |                |
| Q & A period                                   | Questions: 11 November 2020 at 15:00<br>Answers: 13 November 2020 at 15:00 |                |
| Tender deadline                                | 16 November 2020 at 11:00  |                |
| Contract awarded by                            | 4 December 2020  |                |
| Contract start date and Inception Meeting by   | 6 December 2020  |                |
| Inception report submitted by                  | 11 December 2020   |                |
| 1 <sup>st</sup> Draft Full Report submitted by | 5 February 2021  |                |
| Comments from SG returned by                   | 12 February 2021   |                |
| 2nd Draft Full Report submitted by             | 26 February 2021   |                |
| Comments from SG returned by                   | 5 March 2021   |                |

| <b>Milestone</b>  | <b>Indicative Timing</b> | <b>Payment</b>        |
|---|--------------------------|-----------------------|
| Final full report and final auditable database of excluded responses submitted by | 12 March 2021            | Payment 100% of total |
| Contract end date   | 19 March 2021            |                       |

#### **14. Budget**

It is anticipated that the contract value will be in the region of £22-27k, but some additional budget may be available. Schedule 5 (pricing schedule) invites Contractors to set out their costs (exclusive of VAT) for indicative response numbers of different types. Contractors' pricing schedule must be submitted separately from Schedule 4, Quality Questions.

Payment will be tied to the final deliverable, after receipt of an agreed final version of the report and final auditable database of excluded responses.

Please refer to Schedule 5 for further information on pricing.

## 15. Contract Management

The contract will be managed by Sarah Duncan, who will be responsible for the day-to-day liaison with the Contractor and for agreeing final versions of all outputs.

E-mail: sarah.duncan2@gov.scot

Business address: GW-15 St Andrew's House, Regent Road, Edinburgh EH1 3DG

A consultation analysis advisory group, made up of Scottish Government analysts, policy officials and other staff as required, will attend the inception meeting and comment on reports.

## 14. End of Contract and Exit Arrangements

At the end of the contract, or after a period to be agreed on appointment, the Contractor must delete or return to the Scottish Government all personal data held or generated as part of the contract, and provide confirmation in writing that this has been done.

## 16. Sustainability / Environmental / Corporate & Social Responsibility (CSR)

Scotland's purpose is to focus government and public services on creating a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth. The [National Performance Framework](#) provides a clear vision for Scotland and national outcomes underpinning the purpose.

In-line with this, sustainable public procurement aims to get the best value from the public pound. The [Procurement Reform \(Scotland\) Act 2014](#) established laws about sustainable public procurement to maximise the social, environmental and economic benefits through effective and efficient procurement activity.

The sustainable procurement duty requires that contracting authorities consider how it can improve the social, environmental and economic wellbeing of the area in which it operates.

The Sustainable Procurement Duty can be looked at in the following areas:

| <b>Environmental</b>  | <b>Socio-Economic</b>   |
|---|---|
| <ul style="list-style-type: none"><li>• Climate change</li></ul>      | <ul style="list-style-type: none"><li>• Employment, skills and training</li></ul> |
| <ul style="list-style-type: none"><li>• Materials</li></ul>           | <ul style="list-style-type: none"><li>• Communities</li></ul>                     |
| <ul style="list-style-type: none"><li>• Waste</li></ul>               | <ul style="list-style-type: none"><li>• Equality</li></ul>                        |
| <ul style="list-style-type: none"><li>• Hazardous materials</li></ul> | <ul style="list-style-type: none"><li>• Fair work</li></ul>                       |
| <ul style="list-style-type: none"><li>• Biodiversity</li></ul>        | <ul style="list-style-type: none"><li>• Fairly and ethically traded</li></ul>     |
| <ul style="list-style-type: none"><li>• Heritage</li></ul>            | <ul style="list-style-type: none"><li>• Security and crime</li></ul>              |
| <ul style="list-style-type: none"><li>• Water</li></ul>               | <ul style="list-style-type: none"><li>• Health and wellbeing</li></ul>            |

Fair Work Matters

Scottish Ministers believe that Fair Work practices can have a direct impact on the quality of the contract's delivery and encourage all tenderers to consider how this can be delivered through this requirement.

Details surrounding Fair Work practices and Fair Work First can be found within the [Fair Work Framework](#). A summary of this can be found here [What is Fair Work – Information Sheet](#).

**SCHEDULE 2 ANNEX A**  
**LIST OF CONSULTATION QUESTIONS**

Question 1. Do you have any comments on the proposal that applicants must live in their acquired gender for at least 3 months before applying for a GRC?

Yes

No

If yes, please outline these comments.

Question 2. Do you have any comments on the proposal that applicants must go through a period of reflection for at least 3 months before obtaining a GRC?

Yes

No

If yes, please outline these comments.

Question 3. Should the minimum age at which a person can apply for legal gender recognition be reduced from 18 to 16?

Yes

No

Don't know

If you wish, please give reasons for your view.

Question 4. Do you have any other comments on the provisions of the draft Bill?

Yes

No

If yes, please outline these comments.

Question 5. Do you have any comments on the draft Impact Assessments?

Yes

No

If yes, please outline these comments.

## SCHEDULE 3 EVALUATION GUIDE AND INSTRUCTIONS

### 1. INTRODUCTION

The evaluation criteria will consider Quality as well as Price. Each tender will be subjected to the evaluation process outlined below. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).

The winning tender will be the one that achieves the highest Combined Score (providing their tender is technically compliant). The Combined Score will be determined based on the following Quality/Price Ratio:

- Quality: 70%
- Price: 30%

Please submit your quality and price schedule as separate documents.

In preparing your response, please note that this should be written in plain English, and be brief and concise – no longer than **15 pages**.

When preparing your tender documents please refer to the Scottish Government Social Research [Contractor Handbook](#) for more details of the process and expectations.

### 2. EVALUATION PROCESS

2.1. Evaluation of tenders will follow this process:

1. All tenders will be subject to the **Quality Analysis**
2. All tenders will be subject to the **Price Analysis**

Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

#### 3.1. Quality Analysis

Tender responses to the Quality Questions, as outlined in Schedule 4 will be used to perform the Quality Analysis.

Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators. Sections A to D will be evaluated by the technical panel and Section E will be evaluated by the Scottish Government Cyber Security Team.

For sections A to D, each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in the table below:

| <b>QUALITY SCORING GUIDANCE</b>                                      |                   |   |
|--|-------------------|---|
| Quality responses will be evaluated using the following methodology: |                   |   |
| <b>Score</b>   | <b>Definition</b> | <b>Description</b>  |
| 0  | Unacceptable      | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.  |
| 1  | Poor              | Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.        |
| 2  | Acceptable        | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.  |
| 3  | Good              | Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.  |
| 4  | Excellent         | Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |
| <b>Evaluators can award a score of 0, 1, 2, 3 or 4.</b>              |                   |   |

Section E is a Pass/Fail section. This section will be evaluated as a whole by the Cyber Security and Defence team from Scottish Government ICT, and scored simply as Pass or Fail in regard to the controls listed on balance with the Cyber risk profile. Only those responses who gain a pass score to this section will be taken forward to the commercial evaluation stage.

Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting may be held with all members of the Tender Evaluation Panel to discuss tender scores and ensure consistency of approach with regard to the Quality Analysis.

The moderated average of all of the Tender Evaluation Panel marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.

Quality Scores will be awarded using the following methodology:

1. Individual Question Score (expressed as a percentage) x Question Weighting x the Section Weighting = Question Weighted Score.
2. Sum of all Question Weighted Scores within a section = Total Section Weighted Score.
3. Sum of all Section Weighted Scores = Overall Quality Score for each Tenderer.

### 3.2. Price Analysis

To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 5), which Tenderers are to complete.

The lowest total tender price, determined as the Tender Sum Total following the methodology in the Pricing Schedule, will be awarded 100% of the marks available for Price. The Price Score for the remaining Tenderers will be determined by allocating a mark for each Tenderers' Tender Sum Total relative to the lowest total tender price using the formula:

$$(\text{Lowest Tender Sum Total} / \text{Tenderer's Tender Sum Total}) \times 100.$$

### **3.3. Combined Score**

The Combined Score will be calculated by adding the Overall Quality Score and the Overall Price Score together.

Scores will be rounded to 2 decimal places.

The Tenderer who achieves the highest Combined Score will be deemed to be the successful bidder, provided their tender has been deemed to be fully compliant in all other respects.

In the event of a tie the Scottish Ministers reserves the right to appoint the Tenderer who obtains the highest quality score.

## **4. TENDER CLARIFICATIONS**

Written clarifications may be required to affirm the information provided in the tender. On completion of any clarification exercise, tender responses may be rescored to take account of the clarification.

## **5. AWARD CRITERIA**

The Quality Award Criteria questions are provided in Schedule 4.

Tender responses are to be submitted via PCS.

## **SCHEDULE 4**

### **QUALITY QUESTIONS**

#### **Section 1: Mandatory Questions**

Failure to disclose information relevant to this section or misrepresentation in relation to the information disclosed may result in exclusion of the bidder from this procurement process or the termination of any subsequent contract that is be awarded to them.

The bidder may be asked to provide the relevant documentation or to state where the extract from the relevant register, for example judicial records, is available electronically to the public body so that it may retrieve this information. By indicating this information, the bidder agrees that the public body may retrieve the documentation subject to the national rules implementing Directive 95/46/EC on the processing of personal data, and in particular of special categories of data such as on offences, criminal convictions or security measure.

#### **Relating to Criminal Convictions**

1. The common law offence of conspiracy; where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
  
2. a) Corruption; within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;  
b) Bribery or Corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption  
c) Bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;
  
3. Fraud where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities
  - a) the offence of cheating the Revenue
  - b) the common law offence of fraud
  - c) the common law offence of theft or fraud
  - d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, or section 993 of the Companies Act 2006;
  - e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
  - f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

- g) the common law offence of uttering; or
- h) the common law offence of attempting to pervert the course of justice;

4. Terrorist offences or offences linked to terrorist activities; listed in section 41 of the Counter-Terrorism Act 2008; or Schedule 2 to that Act where the court has determined that there is a terrorist connection.

5a) Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;

5b) Money Laundering or Terrorist financing; an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988;

6. Child labour and other forms of trafficking in human beings; any offence under Part 1 of the Human Trafficking and Exploitation (Scotland) Act 2015 or under any provision referred to in the Schedule to that Act;

7. Drugs trafficking, an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;

8. Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any EEA state or any part thereof.

| Question |   | Answer   |
|----------|---|--|
| 1        | Has the bidder itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment within the last five years for one of the reasons (1-8) listed above?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2        | If the answer is yes to any, please provide details including: <ul style="list-style-type: none"> <li>• Date of conviction</li> <li>• Which of the points 1-8 it relates to and the reason</li> <li>• Name of the person convicted</li> <li>• A description of any measures taken by the bidder to demonstrate its reliability despite the existence of this relevant ground for exclusion</li> </ul> |  |

**Relating to the Levels of Insurance Cover**

| Question  | Answer  |
|---|---|
| 1<br>The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 8 (Terms and Conditions), section 15.4 (as a minimum): | <input type="checkbox"/> Yes, I already have this<br><input type="checkbox"/> No, but I commit to obtain it<br><input type="checkbox"/> No, and I cannot commit to obtain it<br><input type="checkbox"/> Not applicable – my business is exempt |
| 2<br><b>Provide details of the coverage you refer to in Q1 (above) here:</b>  |   |

## Section 2: Quality Questions

### Preparing your Quality Questions response

When preparing your response, ensure that you clearly state which quality question is being answered. Any additional detail that you wish to provide as part of your proposal should also be cross referred to the relevant section.

| Quality Award Criteria   | Section Weighting |
|--|-------------------|
| <p><b>Section A: Understanding of the requirement</b></p> <p>Please set out your understanding of the brief, demonstrating a clear understanding of the policy context and the role of this consultation in informing the policy-making process.</p>   | <p><b>10%</b></p> |
| <p><b>Section B: Proposed approach and methods, including consideration of ethics</b></p> <p>Please provide details of your proposed approach, clearly demonstrating how the aims and objectives of this contract will be met, and a sound understanding of the challenges and priorities of the contract.</p> <p>Set out your rationale for adopting the approach you propose and how the resource set aside (e.g. number of days/budget) will allow you to undertake the proposed work. Highlight any dependencies and other feasibility issues.</p> <p>Please provide a clear description of the main ethical sensitivities associated with this contract and how these will be mitigated or addressed.</p>   | <p><b>30%</b></p> |
| <p><b>Section C: Staffing, skills &amp; task allocation including quality assurance</b></p> <p>Please provide a list of the staff that will be involved in the project at all levels, as well as their specific role in this project, what tasks they will be allocated and their suitability for these tasks. The list should briefly highlight their relevant experience and expertise, specifically undertaking analysis of large-scale public consultations which have considered sensitive subjects, their estimated time to be spent on the project and the length of time they have been working with your organisation. Please state the name of the project manager and a designated deputy.</p> <p>Please state clearly how many days each team member will work on the contract.</p> <p>Please also designate a quality assurer and detail how they will ensure that all the deliverables are delivered to standard. The tenderer should demonstrate here: evidence of their ability to deliver concise reports, written in an accessible style, directly addressing the terms of reference given, to deadlines agreed; their</p> | <p><b>30%</b></p> |

| Quality Award Criteria   | Section Weighting |
|--|-------------------|
| <p>systems in place on quality assurance, including of output at each stage, and supervision of staff. It should also address the ethical issue of ensuring that analysis is protected from bias; and quality of communication skills; written and spoken, of the team and lead contractor.</p> <p><b>NB: please do not include any day rates or other financial information in your response to this criterion – this is requested in the Pricing Schedule (Schedule 5).</b></p>  |                   |
| <p><b>Section D: Project management and risk assessment</b></p> <p>Please provide a detailed realistic timetable for carrying out the work based on the proposed approach and method and the milestones. Highlight in particular any deadlines you identify as critical from the specification. Include timing on turnaround of reports and information on how you will ensure smooth turnaround (e.g. once you have received comments on the first draft from the Scottish Government). This section should also provide information on suggested meetings, contract monitoring etc. Please note that the timetable set out in your tender will form a part of the contract and changes will not be possible unless there are some unforeseen issues.</p> <p>A risk assessment should be provided covering all main risks to the project, including those identified in the Key Risks and Responsibilities section above, the likelihood of them happening, the impact they will have if they do happen, mitigation and recovery activities. This should also note any dependencies, e.g. feedback from SG officials on reports that would be needed in order to undertake and complete this project and the implications if this support is not obtained/timely.</p> <p><b>NB: The risk assessment can be provided as an Appendix to the Proposal and will not be included in the page limit for your response to this schedule.</b></p> | 30%               |
| <p><b>Section E: Data Security</b></p> <p>Tender respondents are required to demonstrate their organisation’s approach to information security and the controls that are in place, to protect the data shared with them, and to ensure continuity of the service offered, by providing a brief statement for each of the following Objectives. Where applicable, responses must include the controls in place to manage the sharing of data between the contractor and their sub-contractors.</p> <p>The cyber risk profile for this contract is <b>High</b>.</p>  | Pass/Fail         |

| Quality Award Criteria  | Section Weighting |
|---|-------------------|
| <p>The respondent should address each of the points, and may include any improvement plans the tenderer proposes to make prior to commencement of the contract.</p> <p>Where responses refer to certificates, policies or other documents, copies should be included to support your attestation.</p> <p>This question will be evaluated as a whole by the Cyber Security and Defence team from Scottish Government ICT, and scored simply as Pass or Fail in regard to the controls listed on balance with the Cyber risk profile.</p> <ul style="list-style-type: none"> <li>• Please describe the management approach to Information Security and Data Protection, including responsibilities, and risk assessment.</li> <li>• Please describe where data will be processed and how it will be secured, including any encryption controls and also including the measures put in place with sub-contractors.</li> <li>• Please describe how data will be secured during transmission between the Scottish Government, the Contractor and sub-contractors, including any encryption controls and use of usb memory sticks.</li> <li>• Please describe the measures in place to protect computers, software, middleware and infrastructure used to process data against loss or compromise from cyber-attack and crime, including the use of firewalls, user accounts and passwords, secure storage.</li> <li>• Please describe the measure in place to ensure that only authorised individuals have access to only that data required for them to perform their role, and thus reduce the risk of information being lost or stolen.</li> <li>• Please describe the measures taken to ensure that data processed digitally is protected from malware, virus and untrusted software.</li> <li>• Please describe the processes in place to ensure that computers, software, middleware and infrastructure, upon which the service relies, are patched with updates/hotfixes to ensure they are not vulnerable to known security issues.</li> </ul> |                   |

| Quality Award Criteria   | Section Weighting |
|--|-------------------|
| <ul style="list-style-type: none"> <li>• Please describe what training is given to employees, contractors and sub-contractors in regard to information security and data protection, including lone and home workers.</li> <li>• Please describe how back-ups of the data will be taken and protected. Also, how data will be restored in the event of an incident, to ensure business continuity and continuity of the service offered. Please indicate if such Disaster Recovery procedures are tested, how often, and the date of the last test.</li> <li>• Tenderers should provide details of any Information Assurance certification they possess, or standards they conform to (e.g. ISO 27001, ISO 22301, ISO/IEC 20000, Cyber Essentials/Cyber Essentials Plus or their equivalents).</li> </ul> <p>Tenderers should refer to the UK Governments Cyber Essentials Scheme and consider the information included within the scheme when providing their response to questions in this section.<br/> <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a></p> <p>Tenderers are also directed to the Scottish Governments Cyber resilience strategy which includes further information and guidance. Cyber Essentials is strongly recommended by the Scottish Government as a minimum standard when working with the public sector.<br/> <a href="http://www.gov.scot/Resource/0048/00489206.pdf">http://www.gov.scot/Resource/0048/00489206.pdf</a></p> <p>If the Tenderer does not currently hold certifications they should advise of any plans they have for achieving any relevant certifications.</p> <p><b>NB: Responses to this section will not be included in the page limit for your response to this schedule.</b></p> |                   |
| <b>Total</b>   | <b>100%</b>       |

### Section 3 Non-Scoring and Information only Questions:

| Sustainability and Fair Work Practises |   | Non-Scoring   |
|--|---|---|
| <b>Q1</b>                              | <p>Sustainable public procurement aims to get the best value from public spending. The <a href="#">Procurement Reform (Scotland) Act 2014</a> established laws around this which require contracting authorities to consider how the economic, social and environmental wellbeing of the area in which it operates can be improved through effective and efficient procurement activity.</p> <p>Please describe how you can support these objectives through the delivery of this contract requirement.</p>   |   |
| <b>Q2</b>                              | <p>Please describe how you will commit to fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract. Your response you should describe how you are adopting the 'Fair Work First' practices, a minimum ask of suppliers:</p> <ul style="list-style-type: none"> <li>• Investment in skills and training</li> <li>• No inappropriate use of zero hours contracts (for example using zero hours contracts when people are working regular hours; exclusive contracts that stop flexible workers working for other people)</li> <li>• Action to tackle the gender pay gap</li> <li>• Genuine workforce engagement such as trade union or employee association recognition, and</li> <li>• Fair pay for Workers (for example the Real Living Wage)</li> </ul> |   |
| <b>Q3</b>                              | <p><b>SCOTTISH BUSINESS PLEDGE (NON-SCORED)</b></p> <p>The Scottish Business Pledge is a Government initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link:<br/> <a href="https://scottishbusinesspledge.scot/">https://scottishbusinesspledge.scot/</a></p>   | <input type="checkbox"/> Yes, I have signed this.<br><br><input type="checkbox"/> No, but I commit to signing it in the future.         |
| <b>Q4</b>                              | <p><b>LIVING WAGE (NON-SCORED)</b></p> <p>The Scottish Living Wage Accreditation Initiative and the Living Wage Foundation recognise and celebrate the responsible leadership shown by Living Wage Employers and support employers to incorporate the Scottish Living Wage into organisational structures long term. More information can be found at the links below:<br/> <a href="http://scottishlivingwage.org/">http://scottishlivingwage.org/</a><br/> <a href="http://www.livingwage.org.uk">http://www.livingwage.org.uk</a></p>  | <input type="checkbox"/> Yes, I am accredited<br><br><input type="checkbox"/> No, but I commit to obtaining accreditation in the future |

|           |  |   |
|-----------|--|---|
|           |  | <input type="checkbox"/> No, but I commit to paying staff directly involved with the delivery of this contract the Real Living Wage |
| <b>Q5</b> | <p><b>CLIMATE EMERGENCY (NON-SCORED)</b></p> <p>The Scottish Ministers are committed to a fairer and more sustainable Scotland to support citizens now and in future generations. Responsible businesses around the world are considering their own sustainable credentials and how they can counter the climate emergency. Scottish Ministers want to do business with responsible suppliers and actively encourage all bidders, suppliers and partners in the supply chain to the Scottish public sector to collaborate in tackling these global issues together. Scottish Ministers welcome creative thinking and commitment in how to build and shape sustainable solutions and supply chains for Scotland, ensuring that a key consideration in how our supply chains are shaped includes minimising emissions, underpinning a <a href="#">circular economy</a> and supporting our <a href="#">Carbon Management Plan</a>.</p> <p>Please provide details of how the contract will be delivered in a way that ensures that it supports the Scottish Minister’s sustainability objectives outlined above. This should include details of how the tenderer will work with the Purchaser to meet external and internal targets for reducing energy consumption, and ways in which they will reduce their carbon footprint in the delivery of this contract.</p> |   |
| <b>Q6</b> | <p><b>BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)</b></p> <p>Please describe any Business Contingency and Disaster Recovery (BCDR) Plans you will put in place to ensure delivery of Services/Goods during the COVID-19 pandemic, these maybe but not limited to:</p> <p>Supply Chain<br/> Resources (Staff)<br/> Deliveries<br/> Use of IT<br/> IT failure</p>   |   |

Backups (on/off site servers)

Plans must also cover any mitigation actions you will put in place to ensure delivery. Please see table below

| Threat | H/M/L Risk | H/M/L Impact | Mitigation Actions including timescales | Responsible Owner |
|--------|------------|--------------|---|-------------------|
|--------|------------|--------------|---|-------------------|

## SCHEDULE 5

### PRICING SCHEDULE

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1. Cost will be firm for the duration of this contract. The contract will not be signed until the consultation has closed and final response numbers are confirmed.
2. Payment will be made in arrears on submission a final invoice. The timing of the invoice will be agreed between the Scottish Government contract manager and the contractor, as stated in the Schedule 2 - Specification.
3. Prices should be quoted in Pounds Sterling (£) and should be exclusive of any VAT which may be chargeable. A VAT registration number should be provided.
4. Your tender price must cover liability for all costs including staff costs, attendance at meetings, equipment, access to data, travel and subsistence, and overheads. Rates and prices shall be deemed to be inclusive of all additional expenses howsoever incurred.
5. Suppliers should note that the commercial evaluation shall be based on the three Sections as explained under 'Additional Information' below.
6. The supplier who submits the lowest weighted price will be awarded the full 100% weighting for the price section. Other suppliers will be awarded a mark for each supplier's tender Sum of the total weighted price relative to the lowest total tender weighted price using the following formula:  
  
(Lowest Tender Sum Weighted total / Tenderer's Tenderer Sum Weighted total)  
x 100
7. The overall Price Ratio of 30% will then be applied to calculate the tenderer's overall weighted price score, which will be combined with the overall quality score to establish the overall final score.
8. The pricing /commercial schedule must be submitted as a separate document from the quality schedule. The winning tender will provide the best value in terms of cost and quality.

#### **Additional Information Regarding Price Schedule:**

9. Any tender which does not complete the below table will be considered incomplete and may be excluded from consideration in the tendering process.
10. The value provided for Fixed Cost - Total will be taken forward to commercial (price) evaluation.

| Fixed Cost  | weighting: 100%                         |
|---|---|
|   | Fixed Cost – Total<br>(£ excluding VAT) |
| <p>Please provide a single total figure for the fixed cost of this contract, including provision for:</p> <p>Analysis of consultation responses (for details of responses received, including numbers of each response type, see <b>Scope / Statement of Requirement</b> above)</p> <p>The minimum analytical work required for this project: e.g. set-up of the analytical database and initial coding frame.</p> <p>Overheads, attendance at meetings, equipment, access to data, travel and subsistence.</p> | <p>£</p>                                |

## SCHEDULE 6 PURCHASE ORDER AND INVOICING REQUIREMENTS

### Purchase Order options and Invoicing Requirements

**This schedule is for information purposes only. The schedule outlines the options Scottish Government can offer to transmit orders and receive invoices. If you are successful you will be asked which your preferred option during the implementation period is.**

1. Scottish Government (SG) uses PECOS as the Purchase-to-Pay (P2P) system. Further information can be accessed through the following link:  
<http://www.gov.scot/Topics/Government/Procurement/eCommerce>
2. PECOS supports the following options for transmitting approved Purchase Orders (POs) to suppliers:
  - **cXML** - PECOS can issue a cXML PO directly to a supplier's back office system. This allows the PO to be automatically captured by the supplier's system, thereby removing the need to manually enter the PO and reducing potential errors. There is a one-off charge to configure cXML ordering from PECOS. The charge is £1415 + VAT per connection for cXML PO transmission. This is a one off cost for the supplier as once the connection is bought it can be used indefinitely with all PECOS customers. If an established live connection already exists then the one-off charge is not applicable.
  - **PDF Email** – PECOS will send the supplier an emailed PO to a predetermined address with a PDF attachment.
  - **Secure Email** – PO's by secure emails are used when sending personal information i.e. interim managers names, home addresses etc. There is no cost for this set-up.

### Invoicing options

3. The Scottish Government can accept invoices through the following options:
  - Email with a PDF attachment invoice
4. To ensure compliance with the EU eInvoicing Directive— effective from April 2019, the Scottish Government is working with suppliers with a high volume of invoices annually to use an electronic format such as cXML or PDF for all invoices and credit notes. There are no costs to suppliers to issue and invoice or credit note via the Scottish Government's eInvoicing solution.
5. All invoices submitted – regardless of format – must be HMRC compliant and include the following data:
  - PO number
  - Product or service item number if used (invoice should reflect any item number used on the PO)

- Line item detail – such as price, unit of measure and description
- Invoice period
- Supplier details include relevant tax information
- Buyers details
- Delivery details
- Payment instructions
- Allowance or charge information
- Invoice totals
- VAT breakdown (if applicable)

It is critical the invoice issues matches the information within the Purchasing System to invoice the data is correctly mapped to the invoice processing environment.

## **SCHEDULE 7 - FORM OF TENDER TO THE SCOTTISH GOVERNMENT**

### **(\*DELETE AS APPROPRIATE)**

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Scottish Ministers, to provide the services in the Specification of Requirements (Schedule 2) in accordance with the Schedules, at the prices entered in the Commercial Proposal (Schedule 5) and in accordance with the Terms and Conditions of Contract (Schedule 8) which appear in this set of documents.

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

- **SCHEDULE 1**            **Instructions for Tenderers**
- **SCHEDULE 2**            **Specification**
- **SCHEDULE 3**            **Evaluation Guide and Instructions**
- **SCHEDULE 4**            **Quality Questions**
- **SCHEDULE 5**            **Pricing Schedule**
- **SCHEDULE 6**            **PO and Invoicing Requirements**
- **SCHEDULE 7**            **Form of Tender**
- **SCHEDULE 8**            **Scottish Government Terms & Conditions of Contract**
  
- **SCHEDULE 9**            **Data Protection**

We agree to abide by this tender from 26 October 2020, until the Award of Contract.

We understand that the Scottish Ministers are not bound to accept the lowest or any tender and shall not be bound to use the Contractor as a sole supplier.

We understand that the service provision is expected to commence 4 December 2020 and end not later than 19 March 2021, unless the Contract is terminated in accordance with the Terms and Conditions of Contract of this Invitation to Tender (ITT) document.

We understand that the Scottish Ministers are not bound to accept this or any Tender for this project, however, any contract that may result from this Tender will be subject to Scots Law and the Tenderer hereby irrevocably submits to the jurisdiction of the Scottish Courts.

We agree that this Tender remains open for consideration for 3 months from the date fixed for receiving Tenders.

By submitting a Tender, we acknowledge that our Tender is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

Signature

Name:  **(BLOCK CAPITALS)**

Designation

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Address

Telephone No  **INCLUDE AREA CODE**

Date

## **SCHEDULE 8**

### **TERMS AND CONDITIONS**

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

<https://www.gov.scot/binaries/content/documents/govscot/publications/factsheet/2019/03/terms-and-conditions-for-scottish-government-contracts/documents/terms-and-conditions-2-conditions-of-contract-for-the-purchase-of-services-march-2020/terms-and-conditions-2-conditions-of-contract-for-the-purchase-of-services-march-2020/govscot%3Adocument/Terms%2Band%2Bconditions%2B2%2B-%2Bconditions%2Bof%2Bcontract%2Bfor%2Bthe%2Bpurchase%2Bof%2Bservices%2BMarch%2B2020.pdf>

## Schedule 9

### DATA PROTECTION

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Data Processing provision as required by Article 28(3) GDPR.

This Part includes certain details of the Processing of Personal Data in connection with the Services:

#### ***Subject matter and duration of the Processing of Personal Data***

The Scottish Government is undertaking a consultation on the draft Gender Recognition Reform (Scotland) Bill. Individuals responding to the consultation will be asked to provide **standard personal data** (name and email address or postal address) with their response. They may also provide personal data or **special category personal data** within free text responses to open questions.

The Scottish Government (the Data Controller) will transfer this personal data, with individuals' responses, to the Supplier (the Data Processor) in order to enable them to undertake the analysis and reporting of responses (this contract). The contract duration is 4 months (until 31 July 2020).

#### ***The nature and purpose of the Processing of Personal Data***

The personal data will be provided to the Scottish Government (the Data Controller) by individuals with their responses to the consultation, most of which are submitted electronically via the Scottish Government's secure online consultation portal, Citizen Space. The Supplier (Data Processor) will be provided with log in details for this consultation only on Citizen Space, and will access the responses, including respondents' personal data, directly from the site.

Consultation responses may also be submitted to the Scottish Government by e mail or hard copy, for example in letters or reports of consultation events. These responses will either be:

- Entered direct into the Citizen Space online form by the Scottish Government.
- Uploaded by the Scottish Government on to Citizen Space for the Contractor to download.
- Transferred direct to the Contractor via a secure data transfer mechanism approved by the Scottish Government's Information and Technology Services (iTECS).

Personal data will be processed only for the purposes which are set out in the specification for this contract. The personal data will be processed by the Supplier in accordance with data protection laws.

#### ***The types of Personal Data to be Processed***

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**Standard personal data:** individuals will be requested to provide their name and e mail address or postal address (only if responding in paper format). They might provide other types of personal data as part of their response.

**Special category personal data:** this will not be requested, but individuals might provide special category data within free text responses to open questions.

***The categories of Data Subject to whom Personal Data relates***

Members of the public.

***The obligations and rights of the Purchaser***

The obligations and rights of the Purchaser as the Data Controller are set out in Condition 26 of the Contract. At the end of the contract the Supplier must, on written instruction of the Purchaser, delete or return to the Purchaser all Personal Data and delete existing copies.