# **Request for Proposal**



Request for Proposal (RFP) on behalf of the Climate Change Committee

**Subject:** Projections of Climate Risks, Their Societal Impact and Cost, And the Cost and Effectiveness of Adaptation Measures for Farmed Landscapes

**Sourcing Reference Number: BE24104** 

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## Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities, innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UKSBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by DSIT / DENEZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

#### **Our Customers**

UKSBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed <a href="https://example.com/here/beauthorities/">here</a>.

## **Privacy Statement**

At UK Shared Business Services (UKSBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UKSBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

#### https://www.uksbs.co.uk/use/pages/privacy.aspx

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (UK GDPR).

#### YOUR DATA

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid; Names and contact details of employees proposed to be involved in delivery of the contract; Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

#### **Purpose**

The Contracting Authority are processing your personal data for the purposes of the tender exercise, or in the event of legal challenge to such tender exercise.

#### Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

#### Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

#### Retention

All submissions in connection with this tender exercise will be retained for a period of (7) years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of (12) years from the date of contract expiry.

#### **Your Rights**

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

#### **International Transfers**

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services, it may be transferred and stored securely in the UK and European Economic Area. Where your personal data is stored outside the UK and EEA it will be subject to equivalent legal protection through the use of Model Contract Clauses

## **Complaints**

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF 0303 123 1113 casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

#### **Contact Details**

The data controller for your personal data is the Climate Change Committee.

You can contact the Climate Change Committee Data Protection Officer at:

Climate Change Committee Data Protection Officer
1st Floor
10 South Colonnade
Canary Wharf
London
E14 4PU

Email: Finance@theccc.org.uk

## **Section 2 – About the Contracting Authority**

## **Climate Change Committee**

The Climate Change Committee (CCC) is an independent, statutory body established under the Climate Change Act 2008. Our purpose is to advise the UK and devolved governments on emissions targets and to report to Parliament on progress made in reducing greenhouse gas emissions and preparing for and adapting to the impacts of climate change.

#### Governance

- Corporate Business Plan 2023 2026 This document sets out the CCC's strategic objectives, priorities and work programme.
- <u>Framework Document</u> This document describes the broad framework within which the organisation operates and covers the role of both the CCC and Adaptation Committee (AC), their governance and accountability, management and financial responsibilities.
- <u>Diversity and Inclusion</u> The strategy aims to build a positive, constructive equality, diversity and inclusion (EDI) culture within the CCC and to ensure that EDI informs delivery of our statutory obligations.
- Audit and Risk Committee This Committee supports the CCC and the Chief Executive (as Accounting Officer) in their respective responsibilities for control and governance, risk management and associated assurance.
- **The Secretariat** The Secretariat provides analytical and corporate support to the Committee and is made up of around 45 staff members, led by the Chief Executive.

## Section 3 – Working with the Contracting Authority

Section	Section 3 – Contact details		
3.1.	Contracting Authority Name and address	Climate Change Committee  1st Floor  10 South Colonnade  Canary Wharf  London  E14 4PU	
3.2.	Buyer	Ben Oborne	
3.3.	Buyer contact details	fmprocurement@uksbs.co.uk	
3.4.	Maximum value of the Opportunity	£300,000.00 excluding VAT	
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the eSourcing portal. Guidance on how to obtain support on using the eSourcing portal can be found in Section 7.1.11. Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered, unless formally advised to do so by UKSBS.	

Sectio	Section 3 - Timescales			
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Tuesday 18 <sup>th</sup> June 2024		
3.7.	Latest date / time RFP clarification questions shall be received through the eSourcing Portal	Wednesday 10 <sup>th</sup> July 2024 14:00		
3.8.	Latest date RFP clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Friday 12 <sup>th</sup> July 2024		
3.9.	Latest date and time for Bidder to request access to the RFP documents	Tuesday 23 <sup>rd</sup> July 2024 13:00		
3.10.	Latest date and time RFP Bid shall be submitted through the eSourcing Portal (the Deadline)	Tuesday 23 <sup>rd</sup> July 2024 14:00		
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 08 <sup>th</sup> August 2024		
3.12.	Anticipated Contract Award Date	Thursday 22 <sup>nd</sup> August 2024		
3.13.	Commencement of Contract	Tuesday 27 <sup>th</sup> August 2024		
3.14.	Completion of Contract Friday 29 <sup>th</sup> August 2025			
3.15.	Bid Validity Period	90 Days		

## Section 4 – Specification and about this Procurement

### 1. Introduction to the Climate Change Committee

The Climate Change Committee (CCC) is an independent, statutory body established under the 2008 Climate Change Act and is tasked with:

- Providing independent advice to the Government on risks and opportunities to the UK from climate change, in part through the UK Climate Change Risk Assessment, and reporting to Parliament on progress in adapting to climate change.
- Providing independent advice to Government on setting and meeting carbon budgets in line with the UK's longer-term target to reduce greenhouse gas (GHG) emissions to net zero by 2050, and reporting to Parliament on the progress made.

To do this, we conduct independent analysis into climate change science, economics and policy, and engage with a wide range of organisations and individuals to share evidence and analysis. Our past reports are available from <a href="http://www.theccc.org.uk/publications/">http://www.theccc.org.uk/publications/</a>.

#### 2. Background

The UK Climate Change Act 2008 requires the UK government to publish a Climate Change Risk assessment (CCRA) every five years. The CCRA seeks to provide the most authoritative and up-to-date assessment of the risks and opportunities facing the UK from climate change and the adaptation actions that need to be put in place across society to ensure that the UK is well-placed to manage these risks. UK Government, and each of the 3 devolved administrations, must then create National Adaptation Programmes with plans for actions that address the risks in the most recent risk assessment. The Fourth UK Climate Change Risk Assessment (CCRA4) Government Report is due to be published in January 2027. As with CCRA2 and CCRA3 it will be based on an Independent Assessment that the CCC has been commissioned by DEFRA to lead; this will be published in mid-2026.

As part of CCRA4, we will be developing a new output to complement the Technical Report as produced in previous CCRAs. This output – to be known as the 'Well-adapted UK report' (WA report) – will focus on the potential for key adaptation actions to reduce the climate risks threatening the achievement of key UK policy and societal outcomes and hence set out a vision for aspects of a well-adapted UK. The WA report aims to provide a policy-relevant evidence base on effective systemic adaptation scenarios, their costs and benefits (and how these are distributed across society), and the investment needs to deliver on them.

The report will be tailored to best inform the development of effective actions in the next set of national adaptation programmes from Governments across the UK and will be targeted towards an audience of senior decision-makers in government. It also seeks to provide a more spatial and quantitative representation of UK climate risks and adaptation, an improved understanding of the potential for cascading climate risks, and their interactions with other key policy priorities such as delivering Net Zero.

This WA report will be informed by a set of commissioned, bespoke, analysis projects, inhouse CCC analysis and wider external evidence. The purpose of this specification is to commission one of the bespoke analysis projects that will deliver part of the evidence required for the WA report to deliver on the aims outlined above, including quantification of a cost-optimal level of resilience. The analysis will need to be developed collaboratively with decision makers and consider both risk and adaptation interventions as systemically as possible, while focusing on delivering social and economic analysis and evidence at appropriate spatial scales.

This analysis will feed in the evidence base for understanding the climate resilience of UK farmed landscapes, with a focus on adaptation interventions that can reduce climate risks to these landscapes whilst supporting agricultural productivity, nature recovery and providing wider societal and ecosystem benefits.

As farmed land covers over 70% of the UK and produces around 50% of food that we eat, adaptation on farmland represents an important element of ensuring the UK is resilient under a changing climate. This analysis will explore the cost and effectiveness of adaptation interventions within farmed landscapes that will address climate risks to food production and habitats, whilst also providing wider ecosystem and societal benefits. Specifically, the analysis will then look to assess some of the main co-benefits and tradeoffs from the different uses and pressures placed on farmed landscapes in the context of a changing climate, and what a cost-effective and holistic adaptation response might look like.

The Environmental Land Management Schemes (ELMs) covering England, initially started in 2022. Similar schemes are in development in the devolved administrations. This analysis will look to inform a set of recommendations and policy-relevant outcomes, which could be incorporated into land use decisions at a national and landscape scale, and in developing Agri-environment policy.

## This analysis will look to:

- -Project and cost the expected climate impacts experienced across representatives of UK farmed landscapes (e.g. upland, lowland and coastal) from temperature and rainfall changes (including extremes) and drought in the 2030s and 2050s, including impacts on nature and agricultural productivity, without increased adaptation ambition.
- -Evidence the scale of benefits (climate risk reduction) and the cost effectiveness of adaptation interventions within farmed landscapes to secure food production and enhance nature and provide wider societal and ecosystem service benefits. Assess the main cobenefits and trade-offs of these adaptation interventions.
- -Build a national scale scenario of cost-effective adaptation out to the 2050s.

This analysis should draw upon existing evidence and generate new analysis to give a holistic view of the benefits of adaptation in agriculture, as well as some of the co-benefits and trade-offs of adapting at a landscape scale. Specifically, it will look to cost adaptation interventions and the (avoided) climate impacts.

We recognise this is a broad and challenging project and would welcome suggestions from bidders on what is achievable within this analysis in the project time and budget. We would also welcome bids from consortiums recognising this analysis covers a broad range of technical expertise covering both farming, nature and economics.

### 3. Project Scope

This project involves a number of distinct tasks across 3 key phases. The percentage in brackets for each phase indicates the approximate expected resource split between phases and hence the weighting that will be given to the methodology score (PROJ1.2) for each phase during the bid assessment.

## Phase 1: Project inception (15%)

Tasks to be completed in this phase are:

- Task 1.1: Work with the CCC to establish and manage a project stakeholder steering group.
- Task 1.2: Undertake a rapid review of the existing work and analysis in this space, including a summary of the current policy landscape and any existing models, data or information which set out the costs of climate impacts to farmed landscapes and possible adaptation actions.

#### Phase 2: Modelling and analysis (75%)

A detailed methodology for the preferred approach to phase 2 is provided in a separate methodology document (Appendix B). The methodology consists of 4 main tasks with further sub-tasks listed in the methodology document:

- Task 2.1: Estimate present-day and 'baseline' future risk.
- Task 2.2: Identify and appraise adaptation options.
- Task 2.3: Build a scenario of cost-optimal adaptation.
- Task 2.4: Conduct sensitivity analyses.

#### Phase 3: Reporting (10%)

- Task 3.1: Handover of models and datasets (as appropriate), see section 5.
- Task 3.2: Reporting and presentation of results.

Bids should outline a proposed methodology for each phase, noting any limitations in modelling capabilities or scope. Further details of the tasks are provided below.

#### **Phase 1: Project Inception**

#### Task 1.1: Establish and manage a stakeholder steering group

The first task is to convene a stakeholder steering group for this project. The steering group aims to ensure that the work remains useful and useable to the intended policy audience, as well as being grounded in the best available evidence and methods. The steering group should be consulted at key intervals throughout the project to provide the necessary scrutiny

of and input into the analysis with the successful bidder providing the secretariat function, including meeting minutes.

Working level representatives of organisations from across the UK (including representation from Scotland, Wales and Northern Ireland) with responsibilities for decision-making relevant to the analysis should be included, and the group could also include relevant technical experts. The group should be multi-disciplinary and reflect the range of risks, impacts and adaptation actions relevant to the project. To ensure the group is effective and manageable, membership should be limited to a maximum of 15 participants.

The CCC will be able to recommend contacts from across UK Government and other public agencies who could usefully serve on the group as representatives of the policy audience. These are likely to include organisations developing policy in Government departments in England and the DA's, those working on climate impacts on nature such as Natural England, NatureScot, Natural Resources Wales and NGOs, and those working on farming such as the NFU and the Farming and Wildlife Advisory Group (FWAG). Bids should outline any other organisations, or individuals, who might usefully serve on this group as key stakeholders in the decision-making space relevant to the analysis. Final membership of this group should be agreed with the CCC before its first meeting.

Bids should propose a timetable for stakeholder steering group meetings across the lifetime of the project. A proposal for how the stakeholder steering group will be run to meet the needs of the tasks below should also be included. The first meeting of this stakeholder group should occur soon after the project kick off meeting to introduce stakeholders to the project and solicit any initial input on finalising the project scope.

In addition to a stakeholder steering group, we would welcome bids to set out proposals to ground truth the outputs of the modelled results with a group of relevant experts.

# Task 1.2: Undertake a rapid review of the existing work in this space, including the societal costs and benefits of climate impacts on farmed landscapes, possible adaptation actions and their investment requirements.

A rapid review of existing evidence including academic and grey literature, to help inform any refinements to the proposed modelling approach in the bid document. This review should be written up to form part of the final report on this project.

The review should build on and not duplicate previous work done by the CCC in scoping this project and in the CCRA4 inception projects published <a href="here">here</a>. In particular, the review should aim to evidence the following:

- Existing work that this project may be able to build on or complement.
- Relevant data sources or modelling approaches, particularly to evidence climate impacts to farmed land and estimate the costs and benefits of climate impacts and interventions that may occur today or in future.
- A longlist of potential adaptation actions that might be modelled in Phase 2 and data sources on their costs and benefits (both monetary and in broader terms and including ancillary costs and benefits where possible).
- Existing resilience standards used in the area of interest and/or metrics commonly used to measure resilience.

• The current policy context for farming, food and nature on farmed land in England and the Devolved Administrations.

The literature review will need to document the policy context and assumptions for this analysis to ensure the outputs will be relevant and applicable. This will include an assessment of the assumed policy context in England and the Devolved Administrations, covering land use policy, farming and food policy and legislated nature targets.

A review of existing research, modelling and analysis in this space should be undertaken to ensure this project can avoid any duplication and build on existing work. This may include an assessment of the pros and cons of proposed climate/adaptation modelling methods and economic appraisals to provide clarity on why a preferred approach is taken. The outputs of this review might also include recommendations on any changes that might be needed to the project scope based on the findings.

The literature review should include information on the audience for this work, recognising that the primary purpose of this work is to inform policy but there will likely be information that will be relevant to a wider set of stakeholders. A proposal should set out how the outputs of this work could be maximised for a variety of audiences.

Bidders should set out the details of how they intend to approach this review in their bid and how they would ensure it is done in a time-efficient manner whilst also ensuring that key evidence sources are thoroughly identified.

At the end of phase 1, any changes to project scope or approach as a result of evidence identified during stakeholder engagement or the evidence review must be agreed with the CCC and be delivered within the originally agreed budget.

#### **Phase 2: Modelling and Analysis**

The main phase in this specification is the production of the modelling and analysis required to produce bespoke evidence for CCRA4's Well Adapted UK report. A detailed methodology for the preferred approach to phase 2 is provided in a separate methodology document. This methodology has been developed to encourage a consistent approach across all the bespoke analysis projects that the CCC will be commissioning to feed into the Well Adapted UK report. Where feasible, we would expect suppliers to follow the approach to Phase 2 outlined in the methodology document as closely as possible. For individual research projects, the approach set out may not be appropriate due to model or data limitations. In some cases, this has been identified in the following specification with an alternative approach suggested. We also welcome suggestions for alternative approaches from suppliers where these are necessary. Any alternative assumptions used in the proposed method should be transparently described and justified.

This methodology document outlines the preferred approach to the following tasks:

- Task 2.1: Estimate present-day and 'baseline' future risk
- Task 2.2: Identify and appraise adaptation options
- Task 2.3: Build a scenario of cost-optimal adaptation
- Task 2.4: Conduct sensitivity analysis

Bids should clearly specify the extent to which existing models and datasets can be used or adapted for the analysis and where new models or datasets will need to be developed.

The scope of the analysis to which this methodology should be applied for all tasks is outlined below. Bidders should indicate any areas of the essential part of the scope that will not be feasible under their proposed methodology, where they are able to deliver optional aspects of the scope and any additions to the scope that might be possible. The finalised scope and selection of essential and optional parameters will be agreed at the project kick-off meeting.

#### a) Climate hazards

The climate hazards we would like to model as part of this analysis are temperature (both temperature extremes and longer-term changes in average temperature), rainfall (both rainfall intensity and longer-term changes in average summer and winter rainfall) and drought occurrence for the 2030s and 2050s. We would expect bidders use the latest climate science through UKCP18, unless a different source can be proposed and justified, and will align (to the extent possible) with our desired climate framing described in the method document. Where possible, hazards should be characterised by a % probability per year (e.g. 1% chance each year) for consistency rather than using return periods.

Desired scenarios for how hazards should be projected to evolve into the future, and desired time periods for analysis, are outlined in Annexes 2 and 3 of the methodology document. Bidders should outline their ability to utilise climate projections aligned with this framing.

#### b) Exposure and vulnerability

We would like bids to identify which assumptions the modelling will align to that will influence how future exposure and vulnerability are projected. For example:

- Changes in land-use and agricultural practice consistent with the sector's transition to Net Zero, including plausible assumptions around land coming out of agricultural use for energy purposes.
- Government's food security and food production targets.
- Current condition of habitats within farmed landscapes.

#### c) Risk and impacts

We would like the effects of the climate hazards identified to be translated into impacts within the identified farmed landscapes in the following areas:

- Impacts on the land itself (for example soil condition, water availability, flood risk and runoff rates).
- Impacts on farm productivity (both arable and livestock for example crop yields and livestock morbidity)
- Impacts on the natural environment and habitat condition within farmed landscapes (with a focus on the sensitivity of habitats to climate impacts,

and the impacts on the functioning of natural processes that maintain ecosystems - rather than impacts on individual species).

We would welcome suggestions for the impacts that will be modelled. This will likely include a long list of suggestions which can then be prioritised for this analysis, for example based on the quality of data, coverage across the representative farmed land types and the ability to aid the monetisation of impacts. We would also welcome suggestions for how the impacts of interacting and cascading climate hazards can be considered.

To understand risk, we would like the scale of impacts to be assessed, the likelihood, the distribution across the UK and in different farmed landscapes, and the resulting cost. Where possible we would like the measurement of cost to align with standard government approaches such as Natural Capital Accounting and measurements of agricultural productivity (such as Total Factor Productivity).

Desired future socioeconomic scenarios under which these impacts will evolve are specified in annex 4 of the methodology document. Bidders should outline their ability to utilise this approach as part of their bids.

#### d) Distribution of impacts

The distributional impacts of this project should be picked up to some extent by the spatial and archetype nature of this project. However, we would like the analysis to also consider the distributional dimensions relating to farm type and farm ownership (for example tenant vs owned farms and size or economic turnover of farm).

We would like any additional distributional impacts which are identified as part of this work to be captured in the report write-up. This may include any discussions on distributional impacts which might result from the engagement to ground truth the results of the analysis. We would like bidders to explicitly set out how distributional impacts will be planned for and captured as part of their bid response.

As a public body, the CCC is required to comply with the Public Sector Equality Duty (PSED) by considering how its analysis and advice can affect those with characteristics that are protected under the Equality Act. While delivering this project, the successful bidder must consider where the risks or adaptation actions under assessment could disproportionately affect those with protected characteristics. Bidders should be aware of these requirements and the potential for scope adjustments as consideration of the PSED is developed. The CCC is separately commissioning updates to key cross-sectoral vulnerability metrics that can be shared with the successful bidder when available (expected summer 2024) for use in this analysis where relevant, but existing sources of data for distributional analysis should also be considered by potential bidders.

## e) Adaptation actions

Adaptation actions to be evaluated in this project will be agreed with the CCC following stakeholder consultation (including with the project stakeholder steering group), evidence review and expert judgement.

We would like to consider actions across two different buckets:

- Actions which primarily seek to address the climate impacts identified to agricultural productivity in farmed landscapes for example changes to crop types, planting to reduce soil erosion or creation of cool spaces/refugia for livestock. We would also like to assess the ability of these actions to provide wider ecosystem and societal benefits such as a reduction in flood risk or improvement in water quality and carbon reduction.
- 2. Actions which seek to address the climate impacts identified to farmed landscapes together with a focus on supporting nature and habitats on farmed landscapes, for example creation of wildlife corridors and buffer strips, hedgerow planting, and reduced drainage of land to support wetlands. We would also like to assess the ability for the actions to provide wider ecosystem and societal benefits such as a reduction in flood risk or improvement in water quality, carbon reduction or increased amenity value of land.

A longlist of actions should be created and prioritised into a short list in order to constrain the scope of the analysis. Effort should be undertaken by bidders to ensure that the benefits of climate risk reduction are not double counted when multiple adaptation options are undertaken together.

For each of the prioritised actions we would like to understand:

- The ability and effectiveness of the intervention to address climate impacts on the representative farmed landscapes.
- The spatial scale or location in which the intervention should be applied.
- The benefits of the intervention to support agricultural productivity, nature and wider ecosystem services.
- The cost effectiveness of the intervention at different spatial scales.

Once all the adaptation actions have been identified, we would like bidders to assess (predominantly quantitatively) the main co-benefits and trade-offs or unintended consequences from interventions which support nature and productivity. This could include a holistic look at different interventions to tackle each climate risk or impact, or a view of all interventions for each representative farmed landscape type. This assessment should feed into the cost-benefit or cost-effectiveness analysis, for example, in quantifying potential reduced costs through co-benefits or an analysis of the cost-benefit of providing wider ecosystem services such as a reduction in water pollution or flood risk. This task is likely to

need to draw on approaches such as Natural Capital Accounting in order to place a monetary value on nature benefits from adaptation interventions, as well as more traditional accounting to value farm productivity.

Bidders should clearly set out the potential for robustly implementing these kinds of adaptation options within their proposed modelling framework. Where possible links across the wider benefits and ecosystem services provided from adaptation interventions for nature and productivity should be identified in order to avoid double counting.

## f) Impact metrics

One of the aims of this project is to calculate cost-optimal adaptation scenarios, which could form the basis of future targets or standards (Task 2.3). The reduction in risk due to this adaptation scenario, as well as the baseline risk in the absence of adaptation should be reported in terms of summary 'impact metric(s)' (see task 2.1B in the methodology document).

There will be different approaches to undertake this task and we would welcome bidders' suggestions for an appropriate metric (or metrics). Suggestions for this should be set out in the bid. The finalised metric/(s) used to set the resilience level must be agreed with the CCC and must be in accepted public sector units. These metrics may be split between:

- Direct impact metrics (such as productivity or yield)
- Indirect metrics (such as ecosystem service provision)
- Cost metrics (such as cost effectiveness)

#### g) Spatial scope and spatial resolution

The spatial extent of this research should cover the whole of the UK – including England, Scotland, Wales and Northern Ireland.

Where possible, we ask that risk and adaptation in all tasks are assessed at a spatially granular level. The CCC's preference is that a land use archetypes approach is used to assess risk spatially. Ideally this should be able to at least capture three different core types of farmed landscape - upland, lowland and coastal - which face different climate risks and appear in different locations around the UK. Any approach should be fit to enable meaningful representations of how climate risks to farmed landscapes and the effectiveness of adaptation actions varies across the UK. Bidders should explain how they will approach this and should consider (but are not restricted to) building the analysis upon a set of archetypes commissioned by the CCC in 2023.

We recognise that different land models and representations exist which may be able to provide the results required for this analysis, and we will welcome suggestions for differing approaches. We will also welcome suggestions for how the existing CCC archetypes approach might be modified or built upon, for example to better represent farm types or habitat condition or extent.

#### h) Sensitivity scenarios

To understand the uncertainty in the results of this project, a sensitivity analysis must be undertaken. The required scenarios for testing sensitivity in this project are specified in the methodology document (Task 2.4A and Annex 10).

We would welcome bids to set out details of a high vulnerability or high exposure socio-economic scenario for farmed landscapes. This may include considerations such as bringing production back into the UK (therefore increasing climate exposure or consequences) or assumed lack of progress in meeting legislated nature targets.

Bidders should set out their ability to deliver on these sensitivity scenarios as part of their response.

#### Phase 3: Cross-cutting Analysis and Reporting

Phase 3 consists of 2 tasks that are required to ensure the results of the analysis are communicated effectively and appropriately. All outputs should be thoroughly but proportionally quality assured before they are shared, and bids should detail proposed processes for quality control and assurance. Any assumptions used in the work or limitations of the analysis should be clearly documented.

#### Task 3.1: Handover of models and datasets

Where a bespoke model has been produced for this project, or if agreed with an existing model, models and datasets should be transferred to the CCC such that the CCC can use them for further analysis as needed. To enable this, models and data must be fully documented, and a teach-in session should be provided to CCC staff. In any instances where model or data handover will not be possible, for example because an established proprietary model has been used, this should be specified along with the reasons why as part of the bid. See section 4 for further information on project deliverables and section 5 on ownership and publication.

## Task 3.2: Reporting and presentation of results

Results from this project must be presented in a final report, including an impactful executive summary written in non-technical language. The report should be developed with proportionate consultation of the steering group to ensure the information provided is accurate and as relevant and useful as possible. We would like to ground truth the results of the analysis using relevant expert stakeholder groups. Where relevant, diagrams, plots and infographics should be included, and proportionate stakeholder consultation should guide the development of these to ensure they are useful and accessible. In addition to the results of the project tasks, the report should note any evidence gaps or suggestions for further work that have been identified. The report should not contain policy recommendations or other recommendations to the CCC. A presentation of key results to the CCC and the project steering group should also be provided. See section 4 for further information on project deliverables.

#### 4. Key Deliverables and Activities

#### **Communication Deliverables**

- Delivery of the project steering group, including setting up the group, organising and running meetings and providing brief written minutes of each meeting to be circulated to participants afterwards (task 1.1).
- A final report, including executive summary, setting out the methodology and findings of the project (task 3.2).
- A presentation of key results to the CCC and project steering group (task 3.2), and to groups of experts to ground truth the analysis.
- Weekly initially (with the potential to move to fortnightly) meetings with the CCC project manager to share updates, discuss upcoming decisions and ensure the work is progressing as expected.

#### Data and modelling deliverables (phase 2)

- A UK-wide spatial risk assessment, quantifying the baseline costs and risk from climate change associated with the agreed hazards and impacts under the future climate and socioeconomic scenarios and the time periods specified in the methodology document. The distribution of these costs must also be quantified.
- A UK-wide spatial assessment of the effectiveness of adaptation packages to reduce this risk, designed in collaboration with stakeholders, and the costs and benefits of these.
- A modelled, cost-optimal scenario of adaptation that considers the effectiveness of adaptation actions and the investment required to deliver them, as detailed in the methodology document (Task 2.3A).
- A sensitivity analysis to establish the uncertainty associated with the baseline risks, modelled cost-optimal scenario of adaptation and required investments due to uncertainty in future climate scenarios and future exposure/vulnerability scenarios (see methodology document, task 2.4A and Annex 10).

All data and modelling deliverables should be provided with sufficient documentation to ensure the methodology and any assumptions are transparent and can be easily understood and used by CCC analysts. All assumptions and figures should be adequately referenced and include any supporting workings. Specifically:

- Where spatial analysis has been conducted, outputs should include metadata and GIS layers of spatial data in an open-source format - either shapefile (.shp) or geodatabase (.gdb).
- Where infographics or other graphical representations are used, they should be provided in an editable format.
- Where Excel workbooks are used these should be shared, fully unlocked and allow capability to update assumptions in future. Any such spreadsheets will be the property of the CCC.
- A handover session of models and data to the CCC, including guidance on how to use these for further in-house analysis, if required (task 3.2).

We envisage that bidders may need to make use of internal organisational knowledge to enable delivery and welcome this. However, this should not limit the transparency of approaches used in this project and all outputs should be provided in a publishable form. In the event of any limitations on sharing (e.g. in wider sharing beyond the CCC), these should be specified as part of the tender.

In addition to the above, we also expect interim deliverables to be required, including slide packs for the purposes of milestone meetings.

#### 5. Ownership and Publication

The key deliverables will be handed over to the CCC, who may choose to publish these as supporting evidence on their website. Excel workbooks should be unrestricted, and the CCC should have full access to all models and analysis to enable full quality assurance of results and assumptions. In any instances where model or data handover will not be possible, for example because an established proprietary model has been used, this should be specified along with the reasons why as part of the bid.

### 6. Quality Assurance

All research tasks and modelling must be quality assured and documented.

#### Contractors should:

- Include a quality assurance (QA) plan that they will apply to the modelling in their bids. This should include specification of how the project steering group will provide an external review process.
- Specify who will take lead responsibility for ensuring quality assurance. This
  responsibility should rest with an individual not directly involved in the research or
  analysis.
- Provide a QA log to demonstrate the QA undertaken, which must identify who undertook the QA and the scope, type, and level of QA that has been undertaken.
- Propose someone of sufficient seniority within the contractor organisation to signoff and take responsibility for project quality assurance. Acceptance of the work by the CCC will take this into consideration. The CCC reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender.

The successful tenderer will be responsible for any work supplied by sub-contractors and should therefore provide assurance that all work in the contact is undertaken in accordance with the quality assurance expectation agreed at the beginning of the project.

## 7. Challenges

We anticipate the following challenges may be associated with the above tasks. Bids should set out how these challenges will be addressed, and the measures used to mitigate risks to delivery arising from them.

Data availability. Some required data may not be publicly available and there may
be delays in accessing data. There are additional challenges with data availability
in the devolved administrations. Bidders should identify data availability risks and
plan for these in timelines and in method development.

- Assumptions. Robust assumptions need to be made regarding current and
  predicted risk and resilience as well as the adaptation strategies that can be
  implemented and their potential costs and impacts. For some decisions, such as
  defining baseline pathways in phase 2, these assumptions will need to be informed
  by stakeholder consultation.
- Aggregation of data across the UK. Data availability is not uniform across the UK
  and nor is the policy landscape. This needs to be accounted for when making
  assumptions and spatially aggregating datasets.
- **Future projections.** Quantifying future projections of risk is non-trivial and a clear description of how this will be calculated should be outlined. This should include an approach to quantifying uncertainty and sensitivity testing (see the methodology document for phase 2, for more details).
- Effective and proportionate stakeholder engagement. The steering group for this project will need to be convened in such a way as to ensure the participants are engaged and bought in to the process and discussions are balanced between different participants. The process should also be proportionate so that the necessary input is gathered without overburdening stakeholders.
- Costing evidence. Not all direct and indirect impacts will have a robust approach
  to providing a monetary value. Priority should be put on costing the largest impacts
  from climate change on the system being examined. Bidders should highlight which
  impacts from climate change, investment costs and co-benefits of adaptation action
  they will be able to provide a monetary value to in their bid.
- Scope of bid: We recognise this is a broad and challenging project and would
  welcome suggestions from bidders on what is achievable within this analysis in the
  project time and budget. We would also welcome bids from consortiums
  recognising this analysis covers a broad range of technical expertise covering both
  farming, nature and economics.

#### 8. Working Arrangements

The successful contractor will be expected to identify one named point of contract through whom all enquiries can be filtered. A CCC project manager will be assigned to the project and will be the central point of contact.

The CCC would expect the choice of variables and attributes, methodological approaches and underlying assumptions to be developed through a collaborative process, with final agreement by the CCC. As such, we expect regular contact and check-ins with the contractor.

#### 9. Skills and Expertise

The CCC would like you to demonstrate that you have the expertise and capabilities to undertake the project. Your tender response should include a summary of each proposed team members' expertise and capabilities.

Contractors should propose named members of the project team and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks. Contractors should identify the individual(s) who will be responsible for managing the

project. Any amendments to roles and responsibilities would need to be approved with the CCC contract manager.

Skills and expertise that are likely to be required include, but are not limited to:

- Climate hazard and impact modelling
- Spatial data analysis
- Economic evidence and evaluation
- Familiarity with adaptation policy and providing evidence for adaptation decision making
- Expertise in convening stakeholder groups and co-developing analysis for a policy audience
- Strong project management skills including expertise in managing interdisciplinary projects delivered by more than one organisation
- Strong written, visual presentation and verbal communication skills

#### 10. Consortium Bids

As the analysis spans several academic and professional disciplines, we would welcome bids from transdisciplinary consortia.

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortium. Any consortium would need to be tightly managed by an organisation with strong, proven programme management skills and an efficient cross-organisational management process.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. However, please note the CCC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015 (as amended).

The CCC recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the CCC so that it can make a further assessment by applying the selection criteria to the new information provided.

#### 11. Budget

The budget for this project is up to £300,000 excluding VAT.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

Cost will be a criterion against which bids which will be assessed.

Payments will be linked to delivery of key milestones. The indicative milestones and phasing of payments can be adjusted and agreed with the contractor and Project Manager.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 90 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Committee on Climate Change aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

#### 12. Timetable

A suggested timetable for delivering the project is set out below. The bidder should include a proposed timetable for the project as part of their tender submission. The CCC is willing to be flexible and will consider alternative timetable proposals. The final outputs of the project must be delivered no later than September 2025.

Deliverables, activities, and timetable		
Date	Action/Deliverable	
03 <sup>rd</sup> September 2024	Kick-off meeting	
End September 2024	1st Interim results meeting (present draft results from Phase 1)	
January 2025	2 <sup>nd</sup> Interim results meeting (present draft results for Task 2.1)	
March 2025	3 <sup>rd</sup> Interim results meeting (present draft results for Task 2.2 and 2.4)	
June 2025	4 <sup>th</sup> Interim results meeting (present draft results for Task 2.3)	
July 2025	Meeting to present and discuss first draft of final report to get feedback from the CCC for final editing of report	
August 2025	Delivery of final report and completion of the project	

In addition to the formal reporting points, the CCC would expect to have weekly initially and potentially moving to fortnightly scheduled discussions to ensure the work is progressing as expected.

#### **Terms and Conditions**

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

## Section 5 - Evaluation model

#### 5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability, and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UKSBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required.
- 5.2. Evaluation of Bids
- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.
- 5.3. **SELECTION** questionnaire
- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria			
Evaluation Envelope	Q No. Question subject		
Qua	lification Question	nnaire Part 1: Potential Supplier Information	
Section 1	1.1(a) – p	Contact details	
	<b>Qualification Qu</b>	estionnaire Part 2: Exclusion Grounds	
Section 1 1.2 (a)(i) Administration, Manage convictions		Administration, Management, supervisory body convictions	
	1.2(a)(ii)	Participation in a criminal organisation	
Section 1	1.2 (a) - (iii)	Corruption	
Section 1	1.2 (a) - (iv)	Terrorist Offences or offences link to terrorist activities	
Section 1	1.2 (a) - (v)	Money laundering or Terrorist financing	
Section 1	1.2 (a) - (vi)	Child Labour and other forms of trafficking in human beings	
Section 1	1.2 (a) - (vii)	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.	
Section 2	2.1(a) (i-ii)	Payment of tax or social security	
Section 3	3.1	Detailed grounds for exclusion	
Section 3	3.1 (a)	Situations summarised	
Section 3	3.1 (b)	Breach of environmental law obligations	
Section 3	3.1 (c)	Breach of social law obligations	

Section 3	3.1 (d)	Breach of labour law obligations	
Section 3	3.1(e)	Bankruptcy or subject to Insolvency	
Section 3	3.1(f)	Guilty of grave professional misconduct	
Section 3	3.1(g)	Distorting of competition	
Section 3	3.1(h)	Conflict of Interest	
Section 3	3.1(i)	Involved in preparation of procurement procedure	
Section 3	3.1(j)	Prior performance issues	
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.	
Section 3	3.1(I) to 3.2	Modern Slavery	
	Qualification Qu	estionnaire Part 3: Selection Questions	
Section 4	4.1(a)	Financial statements filed with Companies House	
Section 4	4.1(b)	Detailed accounts	
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc	
Section 4	4.2	Financial reliance upon others and guarantee	
Section 6	6.1	Relevant experience and contract examples	
Section 6	6.2	Subcontracting and healthy supply chains	
Section 6	6.3	Technical and Professional Ability	
Section 7	7.1	Insurance	
Section 8	8.1(a)	General Data Protection Regulations	
Section 8	8.1(b)	General Data Protection Regulations – Technical Facilities and Measures	
Section 8	8.2(a)	Health and Safety	
Section 8	8.3(a)(i) –(ii)	Modern Slavery	
Part 3	SEL1.10 – 1.13	Information Security	
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018	
Part 3	SEL2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus	
Part 3	FOI1.1 – 1.2	Freedom of Information	
Part 3	Declaration	Covering all sections of the bid submission	
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### 5.4. **AWARD** questionnaire

5.4.1. The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass / Fail criteria			
Evaluation Envelope	Q No.	Question subject	
Qualification	AW1.1	Form of Bid	
Qualification	AW1.2	Bid validity period	
Qualification	AW1.3	Certificate of bona fide Bid	
Qualification	AW3.2	Conflict of Interest Declaration	
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information	
Qualification	AW4.1	Compliance to the Contract Terms	
Qualification	AW4.2	Changes to Contract Terms	
Commercial	AW5.3	Firm and Fixed Price	
Commercial	AW5.4	Maximum Budget	
Commercial	AW5.6	AW5.6 Open Book Policy	
Technical	AW6.1	Compliance to the Specification	
Technical	AW6.2	Variable Bids	
-	-	Request for Proposal response – received on time within the eSourcing Portal	
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.
- 5.4.5. Do not exceed the page limits specified within each of the Non-Commercial criteria, any additional content provided beyond the specified page limit will not be considered or scored during the evaluation process. Where bidders include a cover page and/or annex, this will be taken into consideration within the page limit and therefore this is discouraged. Where a Non-Commercial criteria requires an additional attachment such as an organogram or risk register bidders are to note the eSourcing Portal only permits 1 document upload per question therefore bidders must attach their response as a Zip folder.

## **Award Scoring criteria**

**Evaluation Justification Statement** 

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Evaluation	Q No.	Question subject	Maximum Marks	
Envelope	Q NO.	Question subject	Overall	Breakdown
Commercial	AW5.1	Price	10%	10%
Technical	PROJ1.1	Methodology		35%
Technical	PROJ1.2	Programme and Financial Management Skills		20%
Technical	PROJ1.3	Team Structure and Technical Expertise		25%
Technical	PROJ1.4	Social Value – Tackling Workforce Inequality MAC6.2	90%	5%
Technical	PROJ1.5	Social Value – Fighting Climate Change MAC4.1		5%

#### Award Evaluation of criteria

#### **Non-Commercial Elements**

Each question will be evaluated on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

Score = {weighting percentage} x {bidder's score} = 20% x 60 = 12

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.

80	Good response which describes their capabilities in detail which provides high
	levels of assurance consistent with a quality provider. The response includes a full
	description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the
	requirement. No significant weaknesses noted. The response is compelling in its
	description of techniques and measurements currently employed, providing full
	assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score. Note this will include a chairperson or lead and all evaluators are of equal status.

#### **Example**

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.

Once the consensus process has been finalised, all justifications recorded and all non priced scores are agreed, this will then be subject to an independent commercial moderation review.

### Commercial Elements will be evaluated on the following criteria.

Price will be evaluated using proportionate pricing (lowest bid / bid mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.

For example, if the total basket price for three bid responses is received and Bidder A has quoted £50,000 as their total price, Bidder B has quoted £80,000 and Bidder C has quoted £100,000 then the calculation will be as follows:

(Maximum marks available in this example being 12.5)

Bidder A Score =  $50000/50000 \times 12.5 = 12.5$ 

Bidder B Score = 50000/80000 x 12.5 = 7.81

Bidder C Score =  $50000/100000 \times 12.5 = 6.25$ 

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

The lowest score possible is 0.

The scores achieved for the Non-Commercial and Commercial Criteria will be combined to give a bidder's total score and ranking.

Award criteria in the event of a tied place for an award decision

If as a result of the application of the aforementioned scored criteria applicable to Commercial and Non Commercial has been undertaken and suitable due diligence has occurred to ratify this position, this then results in a tied place where more than one supplier has attained a score that is equal to another bidder under this procurement procedures due process, then the Contracting Authority shall make an award decision on the basis of the bidder who provided a bid that attained the highest score under Non Commercial criteria.

## For example:

Bidder A scores 12.50 for Commercial and 45.00 for Non-commercial Bidder B scores 15.10 for Commercial and 42.40 for Non-commercial

The result is a tied place at score of 57.50

The Contracting Authority stated in its procurement documents that the bidder who score the highest on Non-commercial criteria in a tied place, shall be awarded the contract therefore Bidder A wins the award.

This evaluation criteria will therefore not be subject to any averaging.

## 5.5. Evaluation process

#### 5.5.1. The evaluation process will feature some, if not all, the following phases

Stage	e Summary of activity	
Receipt and Opening	<ul> <li>RFP logged upon opening in alignment with UKSBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.</li> </ul>	
Compliance check	<ul> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>	
Scoring of the Bid	<ul> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.</li> <li>The bid may be subject to moderation as advised in the criteria section, prior to any award decision.</li> </ul>	
Clarifications	The Evaluation team may require written clarification to Bids	
Re - scoring of the Bid and Clarifications	<ul> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection and / Award criteria.</li> </ul>	
Moderation meeting (if required to reach an award decision)	<ul> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> <li>To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response</li> </ul>	
Due diligence of the Bid	<ul> <li>the Contracting Authority may request the following requirements at any stage of the Procurement:</li> <li>Submission of insurance documents from the Bidder</li> </ul>	

	<ul> <li>Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> <li>Financial Credit check for the Bidder</li> </ul>	
Validation of unsuccessful Bidders	<ul> <li>To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>	

## **Section 6 – Evaluation Response Questionnaires**

- 6.1. Qualification / Selection Questionnaire
- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **eSourcing Portal.**

Guidance on how to register and use the eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

#### PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

- 6.2. Technical and Commercial Questionnaire
- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **eSourcing Portal.**

Guidance on how to register and use the eSourcing portal is available at

https://beisgroup.ukp.app.jaggaer.com/

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

## Section 7 – General information

#### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Projections of Climate Risks, Their Societal Impact and Cost, And the Cost and Effectiveness of Adaptation Measures for Farmed Landscapes. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the "Regulations"). This is a services Contract being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UKSBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority's written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UKSBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UKSBS and the Contracting Authority informed of any matter that may affect continued qualification.
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in Section 5.
- 7.1.8. Whilst it is the Contracting Authority's intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.

7.1.11. The Contracting Authority shall utilise the eSourcing Portal available at <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to eSourcing Helpdesk

Phone 08000 698 632 Email customersupport@jaggaer.com

Please note: the eSourcing Portal is a free self-registration portal. Bidders can complete the online registration at the following link: <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a>

- 7.1.12. Please utilise the messaging system within the eSourcing Portal located at <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a> within the timescales detailed in <a href="Section 3">Section 3</a>. If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UKSBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
  - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement.
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement.
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

- 7.1.17.4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

### 7.2. Bidder conference

7.2.1. A Bidders' Conference will not be held in conjunction with this procurement.

## 7.3. Confidentiality

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
  - 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
  - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement

- 7.3.2. Bidders may disclose, distribute, or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
  - 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
  - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
  - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body, or association, corporate or incorporate.
- 7.3.4. UKSBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. UKSBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

7.3.6. The Government revised its Government Security Classifications (GSC) classification scheme on the 2<sup>nd</sup> April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

https://www.gov.uk/government/publications/government-security-classifications

7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

#### **USEFUL INFORMATION LINKS**

- Contracts Finder
- Find a Tender
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act

#### 7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UKSBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FolA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FolA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

## 7.5. Response Validity

7.5.1. Your Response should remain open for consideration for a minimum period of 90 days. A Response valid for a shorter period will be rejected.

#### 7.6. Timescales

7.6.1. Section 3 of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

## 7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UKSBS or the Contracting Authority, all communications from Bidders (including their subcontractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UKSBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should <u>not under any circumstances</u> be sent a copy of their Response outside of the Jaggaer eSourcing portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. Failure to follow this requirement will result in disqualification of the Response.

#### 7.8. Preparation of a Response

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UKSBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency, or omission in this

- RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5. Bidders must ensure that each response to a question is within any specified page limit. Any responses with pages in excess of the page limit will only be consider up to the point where they meet the page limit, any additional pages beyond the volume defined in the page limit will not be considered by the evaluation panel.
- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference, it will not be considered in evaluation.

#### 7.9. Submission of Responses

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified <u>Section 3</u>.
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language.
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in <u>Section 3</u>. Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in <u>Section 3</u> shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
  - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in <u>Section 3</u> in advance of 'the deadline' if a bidder believes their Response will be received late.

- 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

#### 7.10. Canvassing

7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UKSBS, the Contracting Authority, or its members or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

#### 7.11. Disclaimers

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
- 7.11.2. Neither UKSBS, the Contracting Authority, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
  - 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP; or
  - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

#### 7.12. Collusive behaviour

#### 7.12.1. Any Bidder who:

- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
- 7.12.1.2. communicates to any party other than UKSBS, or the Contracting Authority the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

- 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission.

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

#### 7.13. No inducement or incentive

7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

#### 7.14. Acceptance of the Contract

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 7 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

## 7.15. Queries relating to the Response

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in <a href="Section 3">Section 3</a>.
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the Jaggaer eSourcing portal they should use the contact details defined in <u>Section 3</u>.
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does

not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
- 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## 7.16. Amendments to Response Documents

7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

#### 7.17. Modification and withdrawal

- 7.17.1. Bidders may modify their Response where allowable within the eSourcing portal. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses or any other time prior to accepting the offer of a Contract. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UKSBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET.

## 7.18. Right to disqualify or reject

- 7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
  - 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
  - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
  - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

#### 7.19. Right to cancel, clarify or vary the process

- 7.19.1. The Contracting Authority reserves the right to:
  - 7.19.1.1. cancel the evaluation process at any stage; and/or
  - 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

#### 7.20. Notification of award

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

## What makes a good bid – some simple do's ©

#### DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority.
- 7.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.21.4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.21.5. Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution.
- 7.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.21.7. Do consider who the Contracting Authority is and what they want a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your document's correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details, telephone numbers, emails and fax details.
- 7.21.10.Do complete all questions in the questionnaire or we may reject your Bid.

- 7.21.11.Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.21.12.Do check and recheck your Bid before dispatch.

## What makes a good bid - some simple do not's 🙁

#### DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact, you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.22.5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10.Do not exceed page limits, the additional pages will not be considered.
- 7.22.11.Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12.Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

## Appendix A – Glossary of Terms

TERM	MEANING
"UKSBS"	means UK Shared Business Services Ltd herein after referred to as UKSBS.
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidder(s)"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
"Contracting Authority"	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
"Find a Tender"	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
"FoIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"Named Procurement person"	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement
"Order"	means an order for served by any Contracting Body on the Supplier
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
"Supplier(s)"	means the organisation(s) awarded the Contract