

www.gov.uk/naturalengland

Request for Quotation

##

## Request for Quotation

**Review of Marine Impact Risk Zones**

You are invited to submit a quotation for the requirement described in the specification below.

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

Your response should be returned to the following email address by: 24/02/2023

Rachel.Clarke-Wood@naturalengland.org.uk

Cc Chris.McMullon@naturalengland.org.uk

Ensure you state the reference number and ‘Final Submission’ in the subject field to make it clear that it is your response.

**Contact Details and Timeline**

Rachel Clarke-Wood will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

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| Action | Date |
| Date of issue of RFQ | 03/02/2023 |
| Deadline for clarifications questions | 17/02/2023 |
| Deadline for receipt of Quotation | 24/02/2023 18:00 |
| Intended date of Contract Award | WC: 06/03/2023 |
| Intended Contract Start Date |  13/03/2023 (with agreement) |
| Intended Delivery Date / Contract Duration  | 31/03/2023 |

### Glossary

Unless the context otherwise requires the following words and expressions used within this Request for Quotation shall have the following meanings (to be interpreted in the singular or plural as the context requires):

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| “Authority” | Means the Department for Environment, Food and Rural Affairs acting as part of Natural England |
| “RFQ” | Means this Request for Quotation and all related documents published by the Authority and made available to suppliers |
| “Contract” | Means the contract to be entered into by the Authority and the successful supplier. |

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### Conditions applying to the RFQ

You should examine your response to the RFQ and related documents ensuring it is complete prior to submitting your completed quotation.

Your quotation must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your quotation fully and accurately and that prices quoted are arithmetically correct for the units stated.

The supplier by submitting a quotation is deemed to accept the terms and conditions in the RFQ. Failure to comply with the instructions set out in the RTQ may result in the supplier’s exclusion from this procurement.

### Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

#### Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

#### Clarifications

The Authority reserves the right to discuss, confidentially, any aspect of your quotation with you prior to any award of Contract to clarify matters.

#### Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you in writing and may extend the deadline for receipt in order to give you a reasonable time in which to take the amendment into account.

#### Conditions of Contract

The relevant Standard Condensed terms and conditions found [here](https://www.gov.uk/government/organisations/natural-england/about/procurement) will be included in any contract awarded as a result of this RFQ process. The Authority will not accept any material changes to these terms and conditions proposed by a supplier.

#### Specification

**Background to NE**

Natural England (NE) is the government’s advisor on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England’s natural wealth for the benefit of everyone.

NEs remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is NEs responsibility to see that England’s rich natural environment can adapt and survive intact for future generations to enjoy.

Further information can be found at: [Natural England](http://www.naturalengland.org.uk/)

**Background to this contract**

Impact Risk Zones (IRZs) are a GIS tool developed by NE to make a rapid initial assessment of the potential risks to SSSIs posed by development proposals. They define zones around each SSSI which reflect the sensitivities of the features for which it is notified and indicate the types of development proposal which could potentially have adverse impacts. The IRZs also cover the interest features and sensitivities of European sites, which are underpinned by the SSSI designation and "Compensation Sites", which have been secured as compensation for impacts on European /Ramsar sites.

LPAs can use the SSSI IRZ to consider if they need to consult NE to seek advice. IRZs do not remove the requirement to consult NE on other environmental impacts or other proposals under statutory requirements.

Marine IRZs were developed after terrestrial IRZs with the same essence and after consultation with area teams boundaries and buffers were added to the sites (excel document of current data available). However, it is seen since their development and lack of capacity to keep marine IRZs updated or reviewed they are too precautionary and not fit for purpose. The aim is to bring marine IRZs up to date and make more useable, internally, and externally as a potential feature (as with how LPAs use IRZs).

As the organisation is moving to prioritising higher risk and higher opportunity casework as part of the organisation shift 2 programme; bringing marine IRZs up to a useable level this will assist in reducing some of the low and medium risk casework that area teams are currently dealing with. More detail on our risk work can be discussed in further detail to inform this project and potential future iterations/projects.

**Requirement**

The contractor is required to define the current state of marine IRZs against current designations. The following steps should be carried out to provide a report with recommendations:

* Assess and review marine IRZs and what they cover, speaking to IRZ team and information gather of how this was set up.
* Review data we have of sites including buffers (included in current excel document) and assess what needs to be added to this from designations now in place.
* Use GIS files and (if needed) FME workspace software to analyse current data (can be made available via packaging into ZIP files and placed on a shared MS Teams site).
* Meet members of NE marine area teams staff working on casework to gather information and evidence and scope how recommendations would land.
* Produce recommendations for internal use in line with:
* Do nothing and provide risk detail of this.
* Update basic level without integration of current shift of risk work (see detail above).
* Update in line with low, medium and high risk marine casework, complementing terrestrial IRZs.

Further potential projects to follow:

* Implement one of recommendations working with NE IRZ team.
* Scope for tool for external use with organisations such as Marine Management Organisation.
* Automated marine IRZs to bring up to same standard of terrestrial IRZs.
* Potential terrestrial IRZ work to build iterations and updates including automated IRZs.

**Inception meeting**

The successful contractor should set up an inception meeting to discuss and finalise the details of the project and how it will be run. This meeting will also start to outline some of the discussion points surrounding evidence and guidance for the required criteria and definition

**Evaluation Criteria**

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

Your quotation should include details of previous experience of similar contracts, CVs and relevant experience of proposed team and the methodology that will be used to complete this project. As well as a project plant to meet the contract conclusion date and details of how you will maintain quality throughout the contract; a quality assurance proposal.

Price – 40%

Quality – 60%

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| --- | --- | --- |
| Criteria | weighting | To include: |
| Experience  | 20 | Please submit relevant examples of similar work/projects and managing complex groups of stakeholdersPlease demonstrate understanding of requirements of virtual workshop delivery |
| Proposed team | 15 | Staff need to have relevant proven experience in this work areaPlease submit brief information on relevant personnel |
| Methodology |  20 | Please submit outline method of how you propose to deliver the services including how required timescales will be adhered to and any risks to delivery. |
| QA | 10 | Please submit details of how quality Assurance will be achieved |

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| **Score** | **Justification** |
| For a score of hundred (100):   | Excellent - Response is completely relevant and excellent overall.  The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |
| For a score of seventy (70):   | Good - Response is relevant and good.  The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.  |
| For a score of fifty (50):   | Acceptable - Response is relevant and acceptable.  The response provides sufficient evidence to fulfil basic requirements. |
| For a score of twenty (20):   | Poor - Response is partially relevant and/or poor.  The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| For a score of zero (0):   | Unacceptable - Nil or inadequate response.  Fails to demonstrate an ability to meet the requirement. |

**Contract Management**

This contract shall be managed on behalf of the Authority by Rachel Clarke-Wood, Rachel.Clarke-Wood@naturalengland.org.uk 07500 527711

The main deliverable of this project is 1 report. The final report must adhere to the NE report template and [house style guidance](http://jncc.defra.gov.uk/pdf/JNCC_DesignID_v1_2%20FINAL.pdf) unless stated otherwise. The draft and final reports should be provided electronically via email both as a Microsoft Word document and an Adobe PDF.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award. We will expect one invoice after all the work has been completed.

### Disclosure

All Central Government Departments, 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 Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

In addition, the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your quotation to any person who submits a request for information pursuant to those statutes.

By submitting a quotation you consent to these terms as part of the procurement.

### Disclaimers

Whilst the information in this RFQ and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ;
* accept any liability for the information contained in the RFQ or for the fairness, accuracy or completeness of that information; or
* accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into contractual relationships with the Authority following receipt of the RFQ should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

**Protection of Personal Data**

In order to comply with the General Data Protection Regulations 2018 the contractor must agree to the following:

* You must only process any personal data in strict accordance with instructions from the Authority
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

**General Data Protection Regulations 2018**

For the purposes of the Regulations the Authority is the data processor.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be **held and destroyed within two years** of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within **seven years** of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to anyone outside the Authority without the consent of the data subject, unless the Authority is required by law to make such disclosures.