# Request for Proposal

Request for Proposal (RFP) on behalf of Department for Business, Energy & Industrial Strategy

Subject: Climate impacts between 1.5°C and 4°C of global warming Sourcing reference number: CR18083

UK Shared Business Services Ltd (UK SBS) www.uksbs.co.uk

UKSBS

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### OFFICIAL-SENSITIVE (COMMERCIAL)

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### Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) 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.

UK SBS 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 the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

#### **Our Customers**

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities.

Our Contracting Authorities who have access to our services and Contracts are detailed <u>here</u>.

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

Department for Business, Energy & Industrial Strategy (BEIS)

The Department for Business, Energy and Industrial Strategy (BEIS) was created as a result of a merger between the Department of Energy and Climate Change (DECC) and the Department for Business, Innovation and Skills (BIS), as part of the Machinery of Government (MoG) changes in July 2016.

The Department is responsible for:

- developing and delivering a comprehensive industrial strategy and leading the government's relationship with business;
- ensuring that the country has secure energy supplies that are reliable, affordable and clean;
- ensuring the UK remains at the leading edge of science, research and innovation; and
- tackling climate change.

BEIS is a ministerial department, supported by 46 agencies and public bodies.

We have around 2,500 staff working for BEIS. Our partner organisations include 9 executive agencies employing around 14,500 staff.

http://www.beis.gov.uk

# Section 3 – Working with the Contracting Authority.

Section	on 3 – Contact details	
3.1	Contracting Authority Name and address	Department for Business, Energy & Industrial Strategy,1 Victoria Street, London, SW1H 0ET
3.2	Buyer	Jack Noden
3.3	Buyer contact details	Research@uksbs.co.uk
3.4	Estimated value of the Opportunity	£250,000.00 Excluding VAT
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available <u>here</u> . Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Sectio	Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	Monday, 16 <sup>th</sup> July 2018	
3.7	Date RFP available to Bidders	Thursday, 19 <sup>th</sup> July 2018	
3.8	Latest date / time RFP clarification questions shall be received	Wednesday, 15 <sup>th</sup> August 2018	
	through Emptoris messaging system	11.00am	
3.9	Latest date / time RFP clarification	Thursday, 16 <sup>th</sup> August 2018	
	Bidders by the Buyer through		
	Emptoris		
3.10	Closing date and time for Bidder to request RFP documents	Thursday, 23 <sup>rd</sup> August 2018	
		13.00 pm	
3.11	Closing date and time for Bidder to submit their response ( <b>'the</b>	Friday 24 <sup>th</sup> August 2018	

	deadline').	14.00 pm
3.12	Clarifications (if required)	Monday, 3 <sup>rd</sup> September 2018
3.13	Notification of proposed Contract award to unsuccessful bidders	Thursday, 6 <sup>th</sup> September 2018
3.14	Anticipated Contract Award Date	Monday, 17 <sup>th</sup> September 2018
3.15	Commencement of Contract	Monday, 24 <sup>th</sup> September 2018
3.16	Bid Validity Period	90 Days

### Section 4 – Specification and about this procurement

#### Summary of the Requirement

The overall aim of this research programme is to support the UK's international climate policy objective of increasing global ambition for mitigation to meet the internationally-agreed long-term global temperature goal of the Paris Agreement of the United Nations Framework Convention on Climate Change (UNFCCC).

It will do this by improving UK and international understanding of the implications of (1) not meeting current nationally-determined contributions and (2) failing to increase current mitigation pledges sufficiently to put the world on a pathway consistent with the long-term temperature goal. Consequently, it is anticipated that the project will identify the benefits and avoided impacts of stronger action.

This research programme aims to fill existing knowledge gaps surrounding the impacts of a global temperature increase of between 1.5°C and 4°C in terms of the environmental, economic, and societal impacts of climate change. The analysis will target regions and countries of interest to international climate policy teams, including Brazil, China and India, as well as three others to be determined in consultation with policy teams. In particular, the research will focus on a few key sectors, including food security, water availability and security, health impacts of heatwaves and extreme temperatures, and impacts to supply chains and trade choke-points, and imported impacts (for example, impacts to the UK caused by food price shocks elsewhere).

#### 1. Background

The Paris Climate Agreement was formulated during the 21st meeting of the Conference of the Parties to the United Nations Framework Convention on Climate Change (UNFCCC) in late 2015. By October 2016, the agreement was ratified, making a historic moment in international climate change policy. It included a long-term temperature goal to hold the increase in global average temperature well below 2°C above pre-industrial levels and to pursue efforts to limit the temperature increase to  $1.5^{\circ}C^{1}$ .

The Paris Agreement requires countries to outline and communicate post-2020 climate actions, known as Nationally Determined Contributions (NDCs). NDCs describe each country's contribution to the Paris Agreement. The NDCs as they stand show ambition beyond present policies, but only represent about one half the emissions reductions required to meet the aims of the Paris Agreement. The Agreement therefore also includes a ratchet mechanism, whereby Parties are required to regularly communicate NDCs which will reflect the highest possible ambition. Each country's efforts are required to progressively increase ambition through time. To aid this process, there will be a Global Stocktake every five years, based on the best available scientific evidence, during which aggregate global ambition will be compared to what is needed to meet the long-term goals of the Paris Agreement, and will inform Parties in the preparation of their revised NDCs. The first Global Stocktake will take place in 2023. The globally authoritative Intergovernmental Panel on Climate Change's Sixth Assessment Report (AR6) will be the major scientific input to the Stocktake process.

If the current NDCs are implemented, depending on the emissions reductions after 2030 and into the future, the rise in global mean surface temperature could be between 2.7 and 3.7°C above preindustrial levels by the end of the century<sup>2</sup>. While this represents an improvement on a no climatepolicy pathway, it still falls significantly short of the effort required to likely meet the long-term temperature goal. Moreover, the long-term temperature goal may still be overshot despite a significant

<sup>&</sup>lt;sup>1</sup> Paris Agreement, Article 2

<sup>&</sup>lt;sup>2</sup> Niklas Höhne, Takeshi Kuramochi, Carsten Warnecke, Frauke Röser, Hanna Fekete, Markus Hagemann, Thomas Day, Ritika Tewari, Marie Kurdziel, Sebastian Sterl & Sofia Gonzales (2016) The Paris Agreement: resolving the inconsistency between global goals and national contributions, Climate Policy, 17:1, 16-32

increase in global mitigation ambition because of changing or higher-than-estimated climate sensitivity. Therefore, there is a clear need for urgent action in the short and medium term to implement greater reductions in emissions. Failure to do so would mean it is extremely unlikely that the goal of holding global warming to well below 2°C would be realised.

The physical and socio-economic impacts of this increase in global mean surface temperature will be dependent on the degree of warming. However, the majority of studies in the IPCC's Fifth Assessment Report focused on warming of either 2°C or 4°C, so there is limited availability of evidence related to global warming between these two temperatures. These temperature points now sit astride the most likely temperature outcomes of the current NDCs. As a result, there is an evidence gap on the additional risks associated with following pathways consistent with the existing pledges. This research programme aims to fill existing knowledge gaps surrounding the impacts of a global temperature increase of between 1.5°C and 4°C in terms of the environmental, economic, and societal impacts of climate change. The results from this research programme will feed into both AR6 and the global stocktake, producing evidence to support efforts to stimulate urgent action to reduce carbon emissions at an international level. The research questions detailed in this document will also help to fill evidence gaps arising from existing and up-coming international research programmes.

This research programme complements previous and ongoing relevant research projects and programmes, for example those funded by BEIS/Defra, DFID and the Research Councils (NERC, ESRC and EPSRC), who have been consulted during development of this programme. It will produce evidence to inform policy by:

- Delivering peer-reviewed science into the globally authoritative IPCC AR6 report, which is the primary source of scientific information that underpins international climate policy dialogue;
- Informing the UK's international engagement with other governments or the public at a regional or country level (for example, through the Science and Innovation Network and Climate and Energy Network (BEIS/FCO))
- Informing the UK's approach to engaging other countries in upcoming UNFCCC dialogues and negotiations by identifying key vulnerabilities to projected anthropogenic climate change;
- Informing the adaptation component of future UK climate finance spend (£5.8 billion until 2021 and possibly similar levels afterwards) by helping to identify high-impact sectors to target for mitigation activities.

It will also help inform two key UK Government Climate Science priorities (developed and agreed by the Government Chief Scientific Advisor) on climate impacts to the UK<sup>3</sup>:

- Climate risks and impacts: What are the risks and impacts of climate variability and change globally and at the UK scale on a range of time scales from present-day to the end of the century and beyond?
- The case for early action: What are the implications of delaying mitigation actions, and what are the consequences of an overshoot in temperature in terms of physical impacts and potential for irreversible changes?

The programme will:

- fill critical gaps in the assessment of climate impacts, to attain a more complete picture of the evidence for BEIS policymakers and global climate change negotiators;
- inform any related BEIS-funded work/research programmes (e.g. the Met Office Hadley Centre Climate Programme).

The expected expenditure for the programme is £250,000 over the lifespan of the programme.

#### 2. Aims and Objectives of the Project

KEY AIMS AND RATIONALE

The overall aim of this research programme is to support the UK's international climate policy

<sup>&</sup>lt;sup>3</sup> UK Government Clean Growth Strategy, Annex C

objective of increasing global ambition for mitigation to meet the internationally-agreed long-term global temperature goal of the Paris Agreement of the United Nations Framework Convention on Climate Change (UNFCCC).

It will do this by improving UK and international understanding of the implications of (1) not meeting current nationally-determined contributions and (2) failing to increase current mitigation pledges sufficiently to put the world on a pathway consistent with the long-term temperature goal. Consequently, it is anticipated that the project will identify the benefits and avoided impacts of stronger action.

This research programme aims to fill existing knowledge gaps surrounding the impacts of a global temperature increase of between 1.5°C and 4°C in terms of the environmental, economic, and societal impacts of climate change. The analysis will target regions and countries of interest to international climate policy teams, including Brazil, China and India, as well as three others to be determined in consultation with policy teams. In particular, the research will focus on a few key sectors, including food security, water availability and security, health impacts of heatwaves and extreme temperatures, and impacts to supply chains and trade choke-points, and imported impacts (for example, impacts to the UK caused by food price shocks elsewhere).

#### **KEY QUESTIONS**

- What are appropriate policy-relevant metrics and indicators for assessing physical and socioeconomic climate impacts (including uncertainties and non-linearities) at incremental warming levels between 1.5 and 4°C, including scenarios where the 2°C temperature goal is just missed?
- 2. What are the physical and socio-economic climate impacts and risks (at a regional or country level) for incremental warming scenarios between 1.5 and 4°C?
- 3. To what extent can impacts be differentiated between warming levels and what are the uncertainties (quantified to the extent possible) surrounding estimates of these impacts?
- 4. What is the likelihood of these warming pathways leading to irreversible impacts for example pushing polar ice-sheet melting beyond the point of no return, and what are the associated socio-economic impacts (economic cost, number of people affected)?
- 5. What is the level of impacts that can be avoided, or the level of risk reduced, by lowering the level of warming through a more ambitious global mitigation effort, for the 21st century and beyond?

Results from the programme would be communicated to the international scientific community through a series of scientific articles. These would be submitted to peer-reviewed journals in sufficient time to be included in the Intergovernmental Panel on Climate Change 6th Assessment Report (AR6).

Another key objective of this research programme is to clearly communicate the research findings to policy-makers. This will be achieved through direct engagement with the international climate negotiations and policy teams in BEIS and other government departments (DfID and FCO), and through a variety of professionally-produced targeted communications products. This will provide the climate policy teams across government with a better understanding of the risks and opportunities of pursuing different emissions pathways and policies. The latter half of the programme will be focused on disseminating this information in the context of international action to meet long-term carbon reduction commitments.

#### 3. Suggested Methodology

- Literature review
- Development of impact metrics to assess physical and socioeconomic impacts of global warming.
- Application of metrics to climate model projections to assess impacts.

BEIS expects the final methods used to be grounded in the most up-to-date climate impacts research, and applied to answering the research questions above.

Bidders are expected to demonstrate how they will apply relevant research knowledge and strong expertise to climate impacts analysis for this project. This might include, but is not limited to: use of damage functions, simulations using land surface models or other impacts models; and application of impacts analysis to sectors such as food security, water resources, human health, and indicators of economic health.

Bids should include a discussion on the types of methodology the bidder proposes to explore in order to answer the different research questions set out above. It should provide an early assessment of the benefits/weaknesses and limitations of the methodology. It should also discuss the likelihood of the methodology succeeding and what success relies upon. BEIS expects bidders to have a clear understanding of the weaknesses of these methods and explore how they may be addressed in their proposed approach.

The work programme will contain three work packages that will provide policy-relevant information, including an effective communications strategy to ensure the programme informs and influences key decision makers in a timely manner. Below, we provide an overview of the methodologies used by previous research in this area. However, we would welcome bidders' alternative and innovative suggestions for methodology providing that they also meet the project aims and objectives.

#### Work Package A (WPA): Impacts metrics development

During the last IPCC assessment report (AR5, published 2013-14), the majority of studies assessed either a 2°C or 4°C increase in globally averaged surface temperature compared with pre-industrial levels. Since then, a number of research programmes have begun filling evidence gaps relating to the impacts of climate change, but at similar levels of global warming. Under the AVOID2 programme, climate impacts at warming levels of 2°C and 4°C were studied<sup>4</sup>. The EU-funded project HELIX assessed climate change impacts and adaptation at global warming levels of 1.5, 2, 4 and 6°C<sup>5</sup>. This package of work will build on the results of AVOID2 and HELIX by developing methods for assessing impacts of climate change at warming levels between 1.5°C and 4°C.

The new methods could include development of damage functions based on existing climate data or new simulations using land surface models or other impacts models. These will consider nonlinearities in the system (i.e. impacts that do not increase linearly with the level of global warming) and the degree to which impacts at different warming levels can be distinguished. The analysis will fully explore the range of uncertainties and limits to analysis.

These physical climate impacts will be related to human systems and natural capital and will target regions or countries of interest (to be agreed with BEIS but, as an example, high emitters and emerging economies. They could include (but need not be limited to): heatwaves and extreme temperatures, sea-level rise, coastal and fluvial flooding, and extreme weather events. The socio-economic costs of these physical impacts will then be assessed. This analysis will explicitly consider the vulnerability of the population or system, their exposure to the hazard and their capacity to adapt. Sectors of interest for socioeconomic impacts are: food security; populations affected by water availability and water security; economic and health impacts of heatwaves and extreme temperatures; impacts to supply chains and trade choke-points; sectors such as finance/insurance, and imported impacts (for example, impacts to the UK caused by food price shocks elsewhere).

Impacts should be presented firstly as a projected change in magnitude of impact from a reference baseline (defined in agreement with BEIS). There is an option for further analysis presenting the data as the likelihood of exceeding some threshold magnitude through time (for example, the likelihood of extreme event return rates exceeding some value). Previous research indicates this second option may achieve greater local policy impact among policymakers.

<sup>&</sup>lt;sup>4</sup> www.avoid.uk.net

<sup>&</sup>lt;sup>5</sup> www.helixclimate.eu

#### Work Package B (WPB): Climate impacts modelling

This work package will involve assessment of climate impacts under different warming scenarios. A selection of possible climate scenarios meeting temperature targets between 1.5°C and 4°C should be suggested and agreed with BEIS (including intermediate temperature goals e.g. just over 2°C, 2.5°C, 3°C, 3.5°C or similar). Projections will be taken from sophisticated Earth System Models (with a fully integrated land-use component) forced with greenhouse gas emissions trajectories associated with different overall policy goals. These could use pre-existing data (e.g. simulations from HELIX project covering this temperature range, data from CMIP5 or CMIP6 output, if available), or could be novel. Scenarios should include consideration of:

- Temperature rises linked to current emissions policies;
- Strengthened NDCs but with no overall emissions reduction target e.g. scenarios in which post 2030 mitigation effort is maintained, but not increased, whilst global population continues to rise (for example, through a fixed per capita carbon-efficiency level); and,
- Temperature rise just over 2°C (because of inadequate action or higher-than-estimated climate sensitivity).

This work will explore the implications of scientific uncertainties of the climate's response to greenhouse gas emissions, such as those relating to climate sensitivity and transient climate response i.e. should consider the full projected temperature range for a given scenario, not just the mid-point. This work will not explore uncertainties in climate sensitivity itself.

The outputs of the climate model will be used as inputs to a range of specialised impacts models, designed to enable assessment of the impacts on a particular receptor, for example water resources and crop yields, or supply chains (as developed in WPA). Analysis of impacts should include an assessment of avoided and committed impacts for each temperature level e.g. by how much are impacts and risks reduced by limiting the global temperature rise to 3.0°C rather than 3.5°C because of strengthened NDCs? This work package will also include an assessment of the probability, as far as it can be ascertained, of different global average surface temperature projections involving irreversible physical impacts e.g. runaway polar ice sheet melt, desertification, rainforest dieback, and their related socio-economic costs (impacts to GDP, number of people affected).

#### Work Package C (WPC): Development and delivery of an effective communications strategy

The main outputs of the research programme will be several peer-reviewed publications, which would need to be published in time to meet the IPCC's submission deadline for inclusion in AR6 (as yet undefined, but likely mid-2020). BEIS will also receive a final programme report detailing the final conclusions from the research. Additionally, communications methods will need to be developed in consultation with BEIS in order to ensure the results of the research programme are effectively and strategically communicated to key stakeholders and decision-makers, for example HMG officials involved in international climate negotiations, in a timely manner. WPC will need to be led by a dedicated communications expert and graphical outputs will ideally be produced by a design agency, preferably with input from relevant researchers with an understanding of the technical aspects of the work to ensure credibility.

The main objectives of the communications strategy are:

- To build awareness: of the impacts of climate change if we follow the current most likely global emissions pathway; of the benefits of reducing emissions beyond the current NDCs including meeting the long-term temperature goal of the Paris Agreement; and the risks of failing to do so;
- To inform preparations for significant international meetings such as the UN's Climate Change Conference (COP24 in Poland, December 2018, COP25 in December 2019) and climate discussions through other fora, for example, G7 and UK-bilateral dialogues;
- To inform decision-makers domestically and internationally, to take further action to align to the aims of the Paris Agreement, by feeding into the UNFCCC Global Stocktake in 2023.

The communications products should be accessible to a non-technical policy audience and, as far as possible, written in non-technical plain English. Where necessary, products will be translated into other languages in consultation with BEIS and FCO posts. They could include social and online media

or reports. Interactive, innovative approaches to effectively delivering the key messages from the research should also be included, and could involve infographics and policy cards, similar to the approach taken by the AVOID 2 research programme.

Timely delivery of products is critical to ensure that policy teams can use the key messages in international discussions. Some aspects of WPC will therefore need to be short-term products to be delivered early on in the project timeline (for example, the UNFCCC Climate Change Conference in Katowice will only be three months into the programme). These products may be based on the results of a literature review rather than novel research. Products aimed at international policymakers (such as infographics) may need to be translated, and this should be taken into account when planning delivery deadlines.

There is an option for a 1-day symposium in London to present and discuss the key findings from this programme to key policymakers and other stakeholders, for example prior to developing negotiating positions for an upcoming international discussion. The successful contractors will organise and deliver this event, the timing and format of which will be decided during the course of the programme. The symposium should be costed separately from the rest of WPC.

#### 4. Deliverables

#### 1) Required outputs and timings

a) Peer-reviewed journal papers. One of the key objectives of this research programme is to contribute to the body of literature available to authors of the IPCC's Sixth Assessment Report to ensure the robustness and relevance of the report to policymakers. In order that the findings from this programme are included in AR6, the successful contractors will be required to submit their key findings as scientific papers to peer-reviewed journals in time to meet the deadlines set by the IPCC, and ensure that IPCC authors are aware of forthcoming studies. The IPCC's provisional schedule for planning AR6 can be found here: https://wg1.ipcc.ch/AR6/AR6.html.

Key deadlines for the inclusion of peer-reviewed papers in AR6 are:

- i) **December 2019 (to be confirmed)**: submission of papers to peer-reviewed journals for inclusion in the second-order draft.
- ii) June 2020 (to be confirmed): acceptance of papers by peer-reviewed journals for inclusion in the final draft of AR6.

Note that scientific papers will need to be submitted to BEIS for review prior to journal submission; time for this should be built into the project plan accordingly.

- **b)** Short progress reports including decision points and possible risks, ahead of steering group meetings.
- c) Professionally designed communications products to synthesise and summarise the key scientific findings from this project and other related programmes in relation to key policy-relevant questions. These will be developed throughout the programme and delivered ahead of key events as agreed with BEIS. In producing a project outline and plan, bidders should note that the first key event is COP24, December 2019, which falls within the first three months of the programme and will therefore require rapid production of initial communications products.
- d) A final report (by March 2020) that:
  - Synthesises the key policy-relevant findings from this programme and other programmes and studies, including information on the methodologies and approaches taken, assumptions made, data and models used (maximum 30 pages including a short executive summary for non-experts. Additional information can be included in annexes).
  - ii) Summarises remaining knowledge gaps on this topic and provides recommendations for further research that could be taken in the longer term (maximum 10 pages).
- e) A one-day symposium on current understanding of the implications of global warming

between 1.5°C and 4°C above pre-industrial levels. Timing and target audience to be determined by BEIS. The successful contractor will be expected to organise and deliver this symposium including facilitation and publicity, with input from BEIS.

Bidders are requested to cost this symposium as a separate work package and provide details of the assumptions made, including what has and has not been included. In bidding, tenderers should make the following assumptions when costing this symposium:

- BEIS will host the symposium at its London offices and provide catering.
- A maximum of £5k from the programme budget to cover travel and subsistence costs for external UK or international experts is available. The successful contractor will be required to administer and invoice on actual costs.
- 50 attendees, including government officials, and external experts as required.
- f) Raw data (format to be agreed with BEIS)

#### 2) Project planning and delivery

- **Project plan** bidders are requested to provide a detailed project plan and structure from the outset of the project which includes deliverable titles, descriptions and deadlines (set in agreement with BEIS).
- **Project management** a project manager with knowledge and expertise of managing programmes of a similar size is also required to ensure that deliverable deadlines are met.
- **Inception meeting** contractors and BEIS steering group will meet to discuss how the project will proceed.
- **Regular contact with BEIS contract managers** will be required in addition to the planned Steering Committee meetings, to discuss project progress.

#### 3) Communications strategy

Bidders are requested to submit a communications strategy outlining how they will work with stakeholders (including BEIS, DfID and FCO, the IPCC and other researchers) and proposed methods of communicating key research findings on the implications of global warming between 1.5°C and 4°C. Bidders will be expected to demonstrate expertise in this area.

In proposing different communication approaches, bidders should consider a range of approaches, tailored to different audiences. Examples of such approaches might be:

- Short policy cards
- Factsheets
- Simple-to-understand infographics
- Presentations at relevant events
- Web-based communications

#### 4) Quality assurance

This project must comply with the BEIS Code of Practice for Research (Annex A) and bidders must set out their approach to quality assurance in their response to this ITT, with a quality assurance plan. Sign-off for the quality assurance must be done by someone of sufficient seniority within the contractor organisation to be able to take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs that do not meet the required standard specified in this invitation to tender.

In addition to submission of key findings from this programme to peer-reviewed journals, tenderers should source advice and peer review from external advisors, independent of their own organisation, to support the quality assurance process throughout this programme.

BEIS will conduct its own peer review process for both the scientific and communications output, in addition to other peer review processes put in place by bidders. This will include review of scientific papers before submission to journals, as well as review of all communications products.

• The following link contains an externally accessible version of the Modelling QA guidance, and the QA log <a href="https://www.gov.uk/government/collections/quality-assurance-tools-and-guidance-in-decc">https://www.gov.uk/government/collections/quality-assurance-tools-and-guidance-in-decc</a>.

#### 5) Checklist for Word accessibility

Word documents supplied to BEIS will be assessed for accessibility upon receipt. Documents which do not meet one or more of the following checkpoints will be returned to you for re-working at your own cost.

- document reads logically when reflowed or rendered by text-to-speech software
- language is set to English (in File > Properties > Advanced)
- structural elements of document are properly tagged (headings, titles, lists etc.)
- all images/figures have either alternative text or an appropriate caption
- tables are correctly tagged to represent the table structure
- text is left aligned, not justified
- · document avoids excessive use of capitalised, underlined or italicised text
- hyperlinks are spelt out (e.g. in a footnote or endnote)

Datasets to support those to be published in the final report must be provided in an accessible format (CVS, Excel) on submission of the report.

#### 6) Required Skills and Expertise

A range of different skills are required for this research. Contractors will be expected to apply their skills and expertise to this area and should clearly set out the skills and expertise provided by each role of the proposed project team to meet the requirements. They should also explain how the team will work effectively together, across different disciplines, and how they could build on other related research efforts. The following skills are considered particularly important for this work and contractors are expected to apply their skills and expertise to the following:

- Physical science, climate change impacts, and socio-economics.
- Project management and ability to deliver to tight deadlines.
- Communicating to non-experts using a variety of channels and means.
- Designing and undertaking complex, interdisciplinary, policy-relevant analysis and modelling
- Working in and organising interdisciplinary teams as well as coordinating across projects
- UK and international climate change policy context, and in particular the UNFCCC Paris Agreement.
- Successfully delivering peer-reviewed scientific journal papers

Contractors should propose team roles of the project team, and include the tasks and responsibilities of each team role. 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 role(s) who will be responsible for managing the project.

#### 7) Consortium Bids

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 consortia.

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 in AW6.3.

#### 8) Challenges

There may be number of challenges in conducting this research; some are given in the following section.

- **Timing**: The short timeframe for contributing to the IPCC's Sixth Assessment Report will be a significant challenge to the analytical work.
- **Interdisciplinary expertise**: This programme of research requires a wide range of expertise across a number of disciplines.
- **Overlap with other studies**: A number of work programmes are underway in response to the UNFCCC's Paris Agreement, particularly the EU funded CO-designing the Assessment of Climate Change costs (COACCH) programme.
- Access to data/information from external agencies may be a challenge if research institutions are currently doing work in this area but do not wish to disclose it.
- **Ineffective communications strategy**: this programme of work requires an effective communications strategy to ensure that UNFCCC dialogues and negotiations are informed by the best use of evidence.

#### 9) Working arrangements

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

A steering group will be set up to monitor progress and provide guidance on key decisions. The Steering Group will comprise BEIS, DfID and NERC.

BEIS will conduct internal peer review throughout the programme, and may engage external peer reviewers at key stages. All methodologies, techniques and approaches will need to be agreed by BEIS. We will require at least fortnightly updates on progress by email or phone.

#### 10) Information management

BEIS is committed to openness and transparency. Project outputs should be accessible, nondisclosive and suitable for publication and further use. The exceptions to this are where:

\* The intellectual property rights to an output (or part of an output) are owned by someone other than the contractor. Contractors should state in their tender if this is the case and indicate whether the third-party copyrighted materials can be redacted.

- \* Data is commercial in confidence.
- \* A non-anonymised dataset if required for the project.

\* The outputs are internal documents only for BEIS (e.g. project updates and the research plan).

Where there are useful insights that are viewed to be disclosive, such as outlier analysis or analysis

with small numbers, BEIS would like to see outputs prior to drafting of final versions.

Unless otherwise stated in your tender, all outputs from a research project will be assumed to be owned by BEIS. The outputs, raw data and tools developed in this research programme will be transferred to BEIS at times agreed with BEIS and cannot therefore be used by contractors for purposes other than our work.

#### Non-disclosure

All outputs must be provided to BEIS in a format that is non-disclosure (i.e. no individuals or individual organisations are identifiable from the data or analysis, directly or indirectly). The contractor is responsible for ensuring that the data is supplied in this form alongside a report on the checks made. A minimum standard for checking includes cell counts within sub-groups for all outputs and analysis. The contractor will be asked to agree their approach to checking for disclosure with BEIS during the course of the contract, before the checks are carried out. Where data or analysis is found to be disclosure during checking, the contractor will be required to suggest an approach or approaches to aggregate the analysis and to agree this with BEIS.

#### Storage and Transfer

The contractor will need to ensure that all appropriate measures are taken regarding safe storage and transfer, and are compliant with BEIS requirements for the data processing of restricted data. All research respondents will need to be made aware of all potential uses of their data.

#### Duration

The Contract duration shall be for a period of 18 months (contract end date 31/03/2020)

#### **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 UK SBS 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 defined in the esourcing 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			
Questionnaire	Q No.	Question subject	
Selection Part A	SEL1.13	Contact details and declaration	
Selection Part B	SEL2.2	Participation in a criminal organisation	
Selection Part B	SEL2.3	Corruption	
Selection Part B	SEL2.4	Fraud	
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities	
Selection Part B	SEL2.6	Money laundering or Terrorist financing	
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human	
		beings	
Selection Part B	SEL 2.8	Self cleaning	
Selection Part B	SEL 2.9	Payment of tax or social security	
Selection Part C	SEL3.2	Breach of environmental obligations	
Selection Part C	SEL3.3	Breach of social obligations	

Selection Part C	SEL3.4	Breach of labour law obligations	
Selection Part C	SEL3.5	Bankruptcy	
Selection Part C	SEL3.6	Guilty of grave professional misconduct	
Selection Part C	SEL3.7	Distorting competition	
Selection Part C	SEL3.8	Conflict of Interest	
Selection Part C	SEL3.9	Prior involvement in procurement process	
Selection Part C	SEL3.10	Prior performance of contract	
Selection Part C	SEL3.11	Serious Misrepresentation	
Selection Part C	SEL3.12	Withholding information	
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD	
Selection Part C	SEL3.14	Influenced the decision making process	
Selection Part D	SEL4.1	Audited accounts	
Selection Part D	SEL4.2	Minimum financial threshold	
Selection Part D	SEL4.3	Wider group / guarantee	
Selection Part D	SEL4.4	Insurance	
Selection Part E	SEL5.1	References	
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015	
Selection Part E	SEL5.5	Health and Safety Policy	
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and	
		Safety Executive	
Selection Part E	SEL5.7	Breaching environmental legislation	
Selection Part E	SEL5.8	Checking sub-contractors for infringement of	
		environmental legislation	
Selection Part E	SEL5.9	Unlawful discrimination	
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination	
Selection Part E	FOI1.1	Freedom of information	
	pass / fail disqualify th selection st	t of a Bidder failing to meet the requirements of a Mandatory criteria, the Contracting Authority reserves the right to he Bidder and not consider evaluation of the any of the tage scoring methodology, nor the Award stage scoring by 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.
- 5.3.5 During the evaluation stage, the intention is that only Bidders who pass 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			
Questionn	Q No.	Question subject	
aire			
Commercial	AW1.1	Form of Bid	
Commercial	AW1.2	Bid validity period	
Commercial	AW1.3	Certificate of bona fide Bid	
Commercial	AW4.1	Compliance to the Contract Terms	
Commercial	AW4.2	Changes to the Contract Terms	
Commercial	AW6.2	Variable Bids	
Quality	AW6.1	Compliance to the Specification	
Quality	PROJ1.6	Quality Assurance	
-	-	Request for Quotation response – received on time within the	
	e-sourcing tool		
	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 questionnaire 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.

#### 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.

existing best practice for a requirement of this type.			
Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	15%
Quality	PROJ1.1	Approach and delivery	35%
Quality	PROJ1.2	Addressing challenges and risk	10%
Quality	PROJ1.3	Staff to Deliver	15%
Quality	PROJ1.4	Communications strategy	15%
Quality	PROJ1.5	Understanding the requirement	10%

#### Award Evaluation of criteria

#### Non-Price elements

Each question will be judged 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 selection 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. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

#### Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will  $(60+40+80+60) \div 4 = 60$ 

Price elements will be judged on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100. Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80 Bid 3 £150,000 differential £50,000 remove 50% from price scores 50. Bid 4 £175,000 differential £75,000 remove 75% from price scores 25. Bid 5 £200,000 differential £100,000 remove 100% from price scores 0. Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

#### 5.5. Evaluation process

Stage	Summary of activity
Receipt and Opening	<ul> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-</li> </ul>
	sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	Check all Mandatory requirements are acceptable to the Contracting Authority.
	Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	• 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 criteria.
	•
Validation of unsuccessful Bidders	• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

### Section 6 – Selection and award questionnaires

### Section 6 – Selection questionnaire

#### 6.1 Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at <a href="http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx">http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</a>

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

### Section 6 – Award questionnaire

- 6.2 The Award questionnaires are located within the e-sourcing tool.
- 6.3 Guidance on completion of the questions is available at <u>http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</u>

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 contracted research into Climate impacts between 1.5°C and 4°C of global warming. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the "Regulations"). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2 The Contracting Authority is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the <u>OJEU Notice</u> or <u>Contracts Finder</u> Notice supported if relevant by the statement on the UK SBS website currently located <u>here</u>. (OPB)
- 7.1.3 UK SBS 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 UK SBS 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 UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS 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 UK SBS 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 <u>Section 5</u>.
- 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 and any relevant Other Public Bodies 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 Crown Commercial Service (CCS previously Government Procurement Service) Emptoris e-sourcing tool url <u>https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp</u> 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 e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.12 Please utilise the messaging system within the e-sourcing tool located at <a href="https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp">https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp</a> within the timescales <a href="https://gbsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp">detailed in Section 3</u>. 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 e-sourcing tool.
- 7.1.13 Bidders should read this document, RFx attachments. Messages and the evaluation questionnaires 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/or as applicable relevant OPB 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 abides 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 UK SBS or the Contracting Authority or any relevant OPB 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:
  - 7.1.18.1 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 UK SBS, the Contracting Authority and/or any relevant OPB (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 guestionnaire 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 UK SBS 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. UK SBS 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 introduced its new Government Security Classifications ("GSC") classification scheme to replace the current 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**

- Emptoris Training Guide
- Emptoris e-sourcing tool
- <u>Contracts Finder</u>
- <u>Tenders Electronic Daily</u>
- 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), UK SBS 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 FoIA 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 FoIA 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 period of 90 days. A Response valid for a shorter period may be rejected.

#### 7.6. Timescales

- 7.6.1 <u>Section 3</u> 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 UK SBS 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 e-sourcing tool to the designated UK SBS contact.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should <u>not under any</u> <u>circumstances</u> be sent a copy of their Response outside of the e-sourcing tool. 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 UK SBS 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 word count. Any responses with words in excess of the word count will only be consider up to the point where they meet the word count, any additional words beyond the volume defined in the word count 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 esourcing 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 UK SBS, the Contracting Authority or its members or any relevant OPB 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 UK SBS, the Contracting Authority, nor any relevant OPB's 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 and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB 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 UK SBS, the Contracting Authority or, as applicable, relevant OPB 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 30 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 e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in <u>Section 3</u>.
- 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 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 5 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 e-sourcing tool. 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 UK SBS 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 the Official Journal of the European Union 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.



## Appendix 'A' Glossary of Terms

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to
	as UK SBS.
"Bid", "Response",	means the Bidders formal offer in response to this Request for
"Submitted Bid ", or	Proposal
"RFP Response"	
"Bidder(s)"	means the organisations being invited to respond to this Request
"Central Purchasing	for Proposal
Body"	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting
Douy	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 OJEU Contract Notice
"Contracting	A public body regulated under the Public Contracts Regulations
Authority"	on whose behalf the procuremetn is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed
	will be made accessable to.
"Due Diligence	means the background and supporting documents and
Information"	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
FolA	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
"Lot"	means a discrete sub-division of the requirements
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid
"OJEU Contract	to be considered, unless otherwise specified. means the advertisement issued in the Official Journal of the
Notice"	European Union
"Order"	means an order for served by any Contracting Body on the
	Supplier
"Other Public Bodies"	means all Contracting Bodies except the Contracting Authority
"Request for	means this Request for Proposal documentation and all related
Proposal" or "RFP"	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"	means the organisation awarded the Contract
" supplies	means any supplies/services and supplies or works set out at
/services/works "	within <u>Section 4 Specification</u>