

www.gov.uk/naturalengland

Request for Quotation

**Request for Quotation**

**A strategic review of Chichester Harbour and how the seawalls and other coastal management options impact the condition of the SSSI to help build the evidence required to change Shoreline Management Plan policy and wider nature recovery.**

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 addresses by:

Email: kate.bull@naturalengland.org.uk

Date: Friday 21st October 2022

Time: 17:00

Reference: CHI\_SEAWALLS 001

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**

Kate Bull 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.

|  |  |
| --- | --- |
| Action | Date |
| Date of issue of RFQ | Monday 3rd October 2022 |
| Deadline for clarifications questions | Monday 17th October 2022 |
| Deadline for receipt of Quotation | Friday 21st October 2022 |
| Intended date of Contract Award | Monday 31st October 2022 |
| Intended Contract Start Date | Monday 7th November 2022 |
| Intended Delivery Date / Contract Duration  | 28th February 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):

|  |  |
| --- | --- |
| “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. |

**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.

**Mandatory Requirements**

The RFQ includes mandatory requirements and, if you do not comply with them, your quotation will not be evaluated.

**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 terms and conditions: [Condensed Terms and Conditions](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**

The Authority is Natural England. The Authority’s priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information about the Authority can be found at: [Natural England](http://www.naturalengland.org.uk/)

**Specification**

1. **Introduction**

The area of interest for this report, Chichester Harbour, is located on the south coast of England and is the largest designated area within the National Character Area 126 the South coast plain. The Solent and its harbours are unique in Britain and Europe for the complexity of the marine and estuarine habitats in the area (Solent Maritime SAC Citation). Chichester Harbour is the largest of the eight estuaries designated within the Solent Maritime Special Area of Conservation (SAC), it is at the far eastern margin of the SAC, and, as such, it has a particularly important role to play with the Solent’s wider ecology. The following nationally and internationally important and locally designated sites overlap with Chichester Harbour, demonstrating its importance both nationally and globally for its coastal ecosystems and the services they provide:

 • Chichester Harbour Site of Special Scientific Interest (SSSI)

• Chichester and Langstone Harbours Special Protection Area (SPA)

• Chichester and Langstone Harbours Ramsar site

• Solent and Dorset Coast SPA

• Solent Maritime Special Area of Conservation (SAC)

• Chichester Harbour Area of Outstanding Natural Beauty (AONB)

• Chichester Harbour Amenity Area – designated under the 1971 Chichester Harbour Conservancy Act

• Nutbourne Marshes, Pilsey Island and Thorney Deeps Local Nature Reserves

• West Wittering Bathing Water

• Chichester Harbour Shellfish Waters (Chichester Channel, Thornham Channel and Emsworth Channel).

In February 2021, Natural England published it’s Condition Review of the Chichester Harbour intertidal, subtidal and bird features of the designated sites [Condition review of Chichester Harbour sites: intertidal, subtidal and bird features - NERR090 (naturalengland.org.uk)](http://publications.naturalengland.org.uk/publication/5535304204419072). Using a combination of a desk-based evidence reviews and field survey for saltmarsh undertaken in 2019, Natural England assessed whether the harbour’s special habitats and species (known as notified features) were flourishing – or as we describe features of designated sites: in favourable condition. The report reviewed the historic trends in populations and condition of notified features, discussed whether the existing conservation actions are appropriate, and identified what changes are required to improve the site and its features back to favourable condition.

Overall, the main intertidal habitat features were assessed as unfavourable declining condition largely due to the continued loss of the extent of saltmarsh and the poor quality of saltmarsh and mudflat habitat. Two of the main recommendations from the review include to need to:

* Remove barriers to coastal change caused by inappropriate coastal management including coastal squeeze, which are resulting in saltmarsh erosion and the interruption of sediment supply; and
* Identify options for increasing low nutrient sources of sediment into the harbour, particularly mud sediment, if removing the barriers does not restore the sediment supply.
	1. **Research area**



**Figure 1 Chichester Harbour**

1. **Aims & Objectives**

**2.1 Aims**

In brief, Natural England are seeking potential contractors to undertake a strategic review of Chichester Harbour looking at how the existing public and privately owned assets (sea walls) and coastal management options are impacting the condition of the SSSI. This review should also seek to identify opportunities to remove the barriers to coastal change, as identified in the Condition Review. This will help build the evidence that we need to influence the change of Shoreline Management Plan (SMP) policy and to identify opportunities to restore the site to favourable condition as part of the wider Nature Recovery Network.

This review will use recent studies to identify smaller sites (complementing the larger-scale and longer term managed realignment options being delivered through the Regional Habitat Compensation Programme [Regional Habitat Compensation Programme — Coastal Partners](https://coastalpartners.org.uk/environment/rhcp)) where decommissioning of existing defences, relocation of footpaths and areas of un-defended land could be managed for nature recovery.

**2.2 Objectives**

The specific objectives of this contract are to:

1. Identify and map all structures (both public and private) currently holding the line around the harbour. Confirm the nature of land being protected (i.e. elevation, function such as arable or housing) and the legal responsible party for each structure (if possible).
2. Review the Flood and Coastal Erosion Risk Management approach for each structure and evaluate how this management impacts the designated sites in the context of a predicted 1m rise in sea level.
3. Identify how climate change and associated processes are affecting developed and undeveloped areas of the harbour. In the context of climate change, identify and evaluate the impact of legal drivers for management on designated sites. Note that the Shoreline Management Plan (SMP) is not statutory but other environmental legislation and policies are.
4. Recommend how changes in SMP policy would support the recovery of the designated sites and identify the evidence base required to inform this approach and to enable Natural England to respond consistently to future casework for repairs to existing sea walls and applications for new ones.
5. Building on work undertaken by the Environment Agency (Uwe Dornbusch’s study on Chichester Harbour – intertidal habitats present and future), Royal Haskoning DHV (Future Potential for Coastal Grazing March in Chichester Harbour AONB); and recent research undertaken by a student at the University of East Anglia (The England Coast Path 2100) (copies of these documents are available on request), identify ‘opportunity areas’ where changes in management would provide opportunities to reverse the decline in condition of interest features of the designated sites and provide wider opportunities for nature recovery and enhancement in the context of a predicted 1m rise in sea level. Identify further opportunities to work with landowners to deliver functionally linked land, nutrient neutrality, Biodiversity Net Gain (BNG), payments for Environmental Land Management Schemes (ELMS) etc.
6. Suggest future management options for the identified opportunity areas, for example, through decommissioning of sea defences that are non-operative or have likely future redundance, introduction of dredged material, sediment retention, where the existing defences could be rolled back, or through other mechanisms. Future management measures should reduce further loss and provide opportunities for recovery of designated features.
7. Produce an adaptation plan on how to deliver these changes.
8. Produce a strategy for communicating the need for these changes to the public i.e., through education and awareness and the development of community lead solutions.
9. Compile the above in one report to support Natural England’s advice for coastal management in Chichester Harbour.
10. **Outputs – Products and Timescales**

This contract shall be managed on behalf of the Authority by Kate Bull.

**3.1** **Reporting and analysis**

Draft reports should be provided in electronic MS Office Word \*.DOCX format for comment. A template and guidance exists for writing Natural England commissioned reports and will be sent to the contractor upon award of the tender. All reports should retain a clear suggested citation stating that it is a ‘Report to Natural England’.

The report should be accompanied by a GIS layer (provided ESRI ArcGIS format compatible with ArcGIS 10.2) that shows the locations of all known sea walls and the opportunity areas at existing and future predicted sea levels.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award. Upon completion of the field survey, the first of two staged payments for this contract will be released. Final payment will be issued upon completion of the final report.

**3.2 Timeline for project delivery:**

|  |  |
| --- | --- |
| **Event** | **Date** |
| Contract award  | **31st October 2022** |
| Start up meeting to confirm project objectives | **w/c 7th November 2022** |
| Draft final report and GIS layer to be provided by | **30th January 2023** |
| Final report and GIS layer to be delivered  | **28th February 2023** |

Natural England would expect to discuss and review timelines with the successful contractor in the start-up meeting and throughout the duration of the contract. Any delays to this timetable should be discussed with the Natural England Project Officer and delays not outside the control of the contractor will be penalised.

1. **Other**

In support of this contract NE will provide the winning supplier with:

* Project support from dedicated Nominated Officer
* Opportunity to feedback and discuss progress and the project
* Supporting GIS datasets (if required) under licence for use in this contract:
	1. Base map data from [Ordnance Survey](http://www.ordnancesurvey.co.uk/oswebsite/)
	2. Aerial photography from [Next Perspectives](http://www.nextperspectives.co.uk/)
	3. S-57 vector data from the UK Hydrographic Office (in ArcGIS format)\*
	4. Raster charts from [Oceanwise](http://www.infoterra.co.uk/) (Not to be used for Navigation)

Please see the following site for information on how to acquire GI information <https://www.gov.uk/how-to-access-natural-englands-maps-and-data>

The intellectual property rights and copyright for all products (including photographs) will lie with Natural England.

**4.1 Supporting Documents**

To assist contractors in developing their tender submission we will provide background reports and summary output documents with this specification which could include:

Uwe Dornbusch’s study on Chichester Harbour – intertidal habitats present and future), Royal Haskoning DHV (Future Potential for Coastal Grazing March in Chichester Harbour AONB); and recent research undertaken by a student at the University of East Anglia (The England Coast Path 2100).

## Contract Award Criteria

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

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weighting** | **Scores** |
| Cost | 50% | Ranked in cost order |
| Availability/ capacity |  | Pass/fail |
| Quality of proposal based on the aims and objectives of the work | 40% | Using scoring criteria set out below |
| TeRelevant expertise and skills of team  | 10% | Using scoring criteria set out below |

For a score of 100: Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

For a score of 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 50: Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

For a score of 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 0: Unacceptable - Nil or inadequate response. The response fails to demonstrate an ability to meet the requirement.

**5.1 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.

**5.2 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.

**SUBMITTED BY:**

|  |  |
| --- | --- |
| **Contractor name** |  |
| **Address** |  |
| **Email** |  |
| **Telephone** |  |