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Request for Quotation

Ref: LIFE19/NAT/UK/000147

To undertake forestry operations (tree felling) for the LIFE in the Ravines (LIFE19/NAT/UK/000147) project

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

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

Your response should be returned to the following email address by:

Email: richard.hennessey@naturalengland.org.uk

Date: 12/01/2023 Time: 12:00

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

Richard Hennessey 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	20/12/2022
Deadline for clarifications questions	11/01/2023 12:00
Deadline for receipt of Quotation	12/01/2023 12:00
Intended date of Contract Award	16/01/2023 17:00
Intended Contract Start Date	23/01/2023 09:00
Intended Delivery Date / Contract Duration	03/03/2023 17:00

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.

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

The five year LIFE in the Ravines project is an exciting partnership undertaking, centred within the ravine woodlands of the Peak District Dales Special Area of Conservation (SAC). This pioneering project has received funding from the European Union's LIFE Programme, to restore these ravine woodlands and mitigate the effects of ash dieback (ADB). Led by Natural England, the UK Government's adviser for the natural environment in England, the project partnership comprises of Chatsworth Estate, Derbyshire Wildlife Trust, Staffordshire Wildlife Trust and the National Trust.

To achieve the objectives of optimising conditions for a healthy woodland canopy, the project requires the assistance of suitably skilled operatives to undertake tree clearance operations between 23rd January and March 3rd 2023 across a number of woodland areas in the Peak District Dales SAC. Operatives will have experience of felling infected Ash trees and will be able to produce appropriate risk assessments which all operatives will adhere to.

It is anticipated that these areas will be mainly, but not exclusively, in Dovedale.

All construction contractors engaged by NE should hold a valid Safety Schemes In Procurement (SSIP) certificate in the correct trade and scope. All other contractors should be able to demonstrate a H&S system to the equivalent of SSIP certification If an SSIP is not held by the contractor then the contractor must complete a Natural England Contractor Competence Questionnaire which is then assessed by the representative of Natural England who is engaging the contractor, see Annex 4.

The woodlands are on steep ravine slopes incorporating difficult terrain in places. Point of Work Risk Assessments, which include hazard maps, will be provided by LIFE in the Ravines staff ahead of work being undertaken in each woodland coupe.

A site visit before quoting is essential for those that don't have experience of the site conditions

Prior to the contract being delivered, a contract inception meeting will be held between the contractor and Natural England to agree all control measures are in place as detailed on the contractor checklist (see Annex 2).

Guiding principles for the tree felling operations can be found in Annex 1.

All operations are to be compliant with the following LIFE in the Ravines biosecurity requirements. The operations on this site will be classed as a **low-risk activity** so require the following measures:

- Wear footwear and outerwear that can easily be kept clean.
- Clean footwear and outerwear regularly; ensure they are visually free from soil and organic debris.
- Clean vehicles regularly; do not let mud and organic debris accumulate on tyres, wheels or under wheel arches.
- Restrict the equipment taken onto a site take only what you need for the task.
- Ensure all tools and equipment are clean, serviceable and free from organic debris.
- Do not bring foreign plant material (eg wood chip, brash) onto site as a vehicle load or unclean vehicle.
- Use of an appropriate cleaning agent is recommended i.e Cleankill.

It is anticipated this contract will be awarded for a period to end no later than 3rd March 2023. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition.

Prices

Quotations must include the day rate per person for undertaking the above works over a duration of up to 60 days between 23rd January 2023 and 3rd March 2023. The day rate is to include all expenses, equipment, and insurances and please indicate whether prices include VAT.

Quotation Submission

When submitting a quotation, suppliers must:

- Include a completed Supplier Form (Annex 3), to avoid delays issuing a Purchase Order on award of the contract.
- Provide evidence to demonstrate current and adequate *Public liability Insurance* to cover the scope of the operations (see link within 'Conditions of Contract' for more information).
- Where applicable provide evidence to demonstrate current and adequate *Employers Liability Insurance* to cover the scope of the operations.
- Provide assurance, and evidence should the contract be awarded, of operators holding a valid Emergency First Aid +F qualification.
- Provide assurance, and evidence should the contract be awarded, that chainsaw operators
 who will undertake operations are trained (and either attended a refresher chainsaw course
 or upskilled within the last 5 years) to a minimum of:

City & Guilds NPTC certification / qualification in - *Chainsaw maintenance* requires <u>CS30</u> or NPTC Level 2 'Award in Chainsaw Maintenance' (002001).

City & Guilds NPTC certification / qualification in - Felling and processing trees under Ø 380mm requires CS31 or 'Felling and Processing Trees up to 380mm' (002004).

• Should the contract be awarded, suppliers must supply a risk assessment to cover the operation and site-specific hazards prior to commencing work.

We will award the contract for each woodland area separately, in line with the most economically advantageous tender (MEAT) for each area as set out in the following award criteria:

Price - 50%

Quality - 50%

The following quality criteria are weighted in accordance with the importance and relevance attached to each one.

Criteria	Weighting	To include:
Staff experience	55	A brief summary of relevant experience.
Health and Safety	40	Please detail how you will manage any standard H&S risks associated with the operations
Sustainability	5	Briefly describe what your organisation is doing to incorporate sustainability within its operations, including operational measures you use to reduce emissions and noise impacts, efficient energy use, and minimisation of waste where possible.

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

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 (<u>Procurement at Natural England - Natural England - GOV.UK (www.gov.uk)</u>) 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.

Contract Management

This contract shall be managed on behalf of the Authority by members of the LIFE in the Ravines team, led by Becky Plunkett, LIFE in the Ravines Project Manager.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

Disclosure

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

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

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

Disclaimers

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

The Authority does not:

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

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

Protection of Personal Data

In order to comply with the General Data Protection Regulations 2018 the supplier 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.

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.

Annex 1 – Guiding principles for tree felling

Thinning and Clearance

This work is targeted at stands of ash which have been categorised as being at the highest risk from ADB and it is expected that these areas will suffer the heaviest levels of mortality, losing their ash canopy at the quickest rate.

Through targeted species and stem selection (see table below) the objective for felling is twofold; firstly to clear adequate space on the ground to allow underplanting (at a minimum of 1,100 stems per hectare (SPH), and secondly to thin the over-storey and canopy to allow sufficient light for regeneration whilst maintaining adequate canopy cover to control 'woodland conditions'. However, on this second consideration it is worth noting that following a conventional thinning intervention the canopy would eventually reclose. However, with ash dominated stands affected by ADB the canopy will likely continue to self-thin and open due to ongoing tree mortality and decline; therefore a more cautious approach to conventional thinning is required and trees 'normally' considered sub-optimal specimens may need to be retained in order to preserve some assemblage of an overstorey and canopy cover in the short term.

Coupes identified for thinning are 0.25 hectare in size and marked out in advance of the work being done.

	Circumstance for consideration			Additional considerations
Ove	rriding			
1	All stems (live and dead) with a medium, high or confirmed bat habitat potential	√ A		This applies to non-native species also
2	All native species, other than species specifically referenced below	✓		
3	Standing deadwood and windblown trees	✓		Hazardous stems may be felled if they are posing an immediate risk to the work site.
Ash	(Fraxinus excelsior)			
4	All stems >20cm DBH	/ *		Hazardous stems may be felled if they are posing an immediate risk to the work site
5	Dominant, prime specimen, healthy and unaffected stems (class 1 ^B)	✓		
6	Stems <20cm DBH which are infected (class 2,3 & 4 B), stressed or poor specimens		√ C+D	Unless they are the only stem providing the desired level of canopy cover
7	*Stems between 20cm DBH and 38cm DBH (class 2,3,&4), stressed or poor specimens – only if felling stems in rows 6, 9 and 12 of this table cannot create suitable planting area (70%)		√ C + D	Priority will be given to choosing the poorest and smallest of specimens in this range for felling.
Blac	:kthorn (Prunus spinosa)			
8	Individual & scattered plants and clusters covering <1 m² of area	✓		
9	Multiple stems & plants occupying extensive areas of suitable planting space		√ C+D	Unless they themselves are directly underneath large retained trees
Haz	el (Corylus avellana)			
10	Stems growing directly below larger trees and not occupying much suitable planting space	✓		
11	Stems occupying suitable planting space and casting shade		√ C+D	
12	Overarching stems casting large areas of shade over suitable planting space but some canopy cover is needed to be retained		√ C+D	Remove the larger overarching/ overhanging stems whilst retaining the more upright central stems.

Work will adhere to the guidance below when presence of badgers are identified on site.



A - Bat habitat potential as described here



B – Ash tree crown health classification described the Tree Council's <u>Ash dieback disease: a</u> guide for tree owners (June 2020)

CLASS 1	CLASS 2	CLASS 3	CLASS 4
100%-76% of the	75%-51% of the	50%-26% of the	25%-0% of the crown
crown remains	crown remains	crown remains	remains

C – Cut material should be stacked horizontal to the slope, in as small piles as practicable and within areas which are least suitable for planting e.g. directly beneath larger crowned trees. Stacks should aim to maximise the amount of planting ground available, maintain access for the planting operations and be left in a safe and stable condition. A perimeter 'dead hedge' may be created just outside the coupe using brash arisings.

Where it is safe to so and does not excessively occupy suitable planting ground, felled timber >20cm diameter may be left in whole length as a snedded pole, however it must also be left in a safe and stable condition eg pinned behind stumps to prevent sliding or rolling downhill.

- **D** Stumps should cut flat and as low as is practicable to ground level. Small diameter stumps cut at an angle with '*spear cuts*' pose a puncture wound hazard for anyone falling on them so must be avoided!
- E Chainsaws must be run on biodegradable chain oil.

Annex 2 – Contractor Checklist

RECORD OF INFORMATION EXCHANGE BETWEEN NATURAL ENGLAND AND CONTRACTORS

Date:



ALL INCIDENTS AND ACCIDENTS MUST BE REPORTED TO NATURAL ENGLAND IMMEDIATELY

Name of site	
Contract no.	
Description of project	
Contractor name	
Tel. No.	
Natural England project	
officer	
Tel no.	

Access	Access routes agreed	
	Map provided	
	Keys provided	
Contractor Health and	Site risk assessment/hazard map provided to contractor	
Safety	Contractor supplied risk assessment(s) for all elements of their work	
	Safety issues and emergency procedures discussed with contractor	
	Mobile phone reception checked OK	
	Alternative communication identified	
	Contractor's certificate of employers liability insurance	
	seen/copy provided	
Public safety	Public protected from operations	
	Control measures in place/checked	
	Warning signs displayed	
Machinery and	Oils spill kits carried for all vehicles	
equipment	Chemical spill kits on site if using herbicides	
	Biodegradable oils used	
	Only agreed herbicides used	

	Date
Signature of contractor	
Signature of NE project	
officer	

Annex 3 – Supplier Form



Annex 4 – Contractor Competence Questionnaire

