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Request for Quotation

##

## Request for Quotation

**workshop design, facilitation and analysis to help develop thinking about the future use of Species Conservation Strategies**

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: Philippa.Richards@naturalengland.org.uk

Date: 04 November

Time: 17:00

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**

Philippa.Richards@naturalengland.org.uk will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

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| Action | Date |
| Date of issue of RFQ | 21 October 2022 |
| Deadline for clarifications questions | 28 October 2022 by 17:00 |
| Deadline for receipt of Quotation | 04 November 2022 by 17:00  |
| Intended date of Contract Award | 11 November 2022 |
| Intended Contract Start Date | 14 November 2022 |
| Intended Delivery Date / Contract Duration  | 31 March 2023 |

### Glossary

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

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

###

### 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. All mandatory requirements are set out in Bravo.

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

#### Specification

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/)

**Background and context**

[Species Conservation Strategies (SCS)](https://www.legislation.gov.uk/ukpga/2021/30/section/109/enacted) are an exciting new provision introduced by [The Environment Act 2021](https://www.legislation.gov.uk/ukpga/2021/30/contents/enacted) to safeguard the future of species at greatest risk. This landmark legislation creates a new power (which comes into force on 30 September 2022) for Natural England to prepare and publish a strategy for improving the conservation status of any species of fauna or flora and importantly, places a duty on local planning authorities and other prescribed authorities to help prepare and then pay due regard to these strategies.

The intention is for Strategies to look at all the opportunities, issues and risks which may affect the conservation status of a species and focus on actions that are needed to reverse their declines. SCS are different to other conservation strategies that have been put in place before: they are supported by a legal duty on public bodies to cooperate in their preparation and implementation and they enable species regulation to be re-focused on strategic, landscape scale measures.

Natural England established three local partnership projects, in Autumn 2021, with eNGOs, academics and local authorities to test the development and implementation of SCS for water vole, dormouse and widespread reptiles. As the SCS provision originates from the better regulation agenda, the pilot projects currently have a strong focus on securing improved conservation outcomes for species affected by infrastructure and housing development, building on experience from Natural England’s Great Crested Newt District Level Licensing scheme. Whilst the strategies will initially be focussed around developing strategic, landscape scale planning and licensing solutions, the aim is for them to evolve to encompass broader conservation action, as the legislation does not limit their use to regulation associated with development.

The partnerships have been gathering evidence to assess the distribution of species, review the existing regulatory system, understand views and experience of stakeholders and agree priority conservation actions. They are now at the stage of consolidating this information and identifying the best strategic regulatory solutions in order to prepare and pilot the SCS.

**Purpose of contract**

Now that the pilot projects are in place, Natural England needs to further consider the potential scope of SCS and the range of possibilities for using this new legal tool to best effect to help recover nature.

We have a great opportunity to shape and influence how SCS could be used for species conservation planning. These strategies could potentially be used in a more ambitious way and Natural England and key stakeholders agree they must be holistic and dynamic. Identifying all the conservation actions needed, joined up with other key environmental initiatives and policies (such as Local Nature Recovery Strategies – LNRS, the Environmental Land Management System – ELMS, and Biodiversity Net Gain - BNG), and adaptive so that they can be implemented to best effect to help recover species.

The purpose of this contract is to help facilitate thinking within Natural England and Defra about the future use of SCS by bringing together expert staff through a series of internal workshop sessions to be held during autumn/winter 2022/23.

The aim of the workshops is to help us to think broadly and ambitiously about the possibilities for using SCS to recover nature, how SCS could be used in practice, where we should focus our efforts, and what sort of system is needed to prioritise whether a species warrants an SCS.

The outputs from the workshops will be used to help inform:

* Further engagement activity with external stakeholders and partners about SCS.
* A discussion paper (for Natural England Senior Leaders and Defra) proposing future direction for SCS and next steps.
* Development of a framework to help guide decisions about when an SCS is needed.

**Requirement**

We anticipate holding three workshops, with up to 20-25 people at each session. Locations to be confirmed but likely to be Peterborough, London or Bristol (or a combination). The requirement is for a contractor to design and facilitate these workshops and capture the outputs in a narrative report. An environmental background with experience of IUCN Conservation Planning methods and approaches would be advantageous, although not essential.

In undertaking this work the contractor will specifically be required to:

* Lead on the design (including content, structure and format) of three workshops, on themes agreed with Natural England.
* Engage with relevant Natural England staff to get a broad understanding of SCS and lessons learnt to date from the pilot projects.
* Contribute to the development of any material including an agenda, to be sent to participants in advance of the workshops.
* Chair/facilitate the workshops using appropriate methods to elicit key conversations and enable the participants to deep dive around the themes/questions posed and reach consensus on any key issues.
* Undertake debriefing sessions with the project team, following each of the workshops.
* Analyse the discussions generated in the workshops and produce a final narrative report summarising key theme/issues and recommendations for further work and next steps.

**Note**: We may need to consider a holding a combination of face to face, virtual or potentially hybrid workshops (with some participants attending in person and some attending by video or phone). Please provide costs for each of these three methods and indicate whether you think it would be feasible to run hybrid workshops.

The following tasks will be managed by NE:

* Participant list and invitations
* Circulate joining instructions and agenda
* Room booking or virtual meeting arrangements

It is anticipated that this contract will be awarded for a period of 6 months to end no later than 31 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**

Prices must be submitted in £ sterling, **inclusive of VAT**.

A completed submission must include the following items:

* evidence that you meet the quality criteria set out in the specification
* your proposed pricing structure (see specification requirement for items to cover)
* your proposed timing plans given the start and end dates outlined

**Evaluating the quotation submission**

Submissions will be reviewed and then evaluated as set out below:

* each criteria will be given a score from 0 to 100
* the criteria scores will be weighted to create a final submission score
* all of the final submission scores will be ranked
* the agency with the highest weighted score for the chosen field date will be awarded the contract - subject to the terms and conditions within the RFQ

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

Price – 50%

Quality – 50%

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| Criteria | weighting | To include: |
| **PRICE** | 50 | To include:* Ability to complete work within the timeframes.
 |
| **Quality measures (as subdivided below)** | 50 | * See specification details and below
 |
| * Relevant staff experience
 | 25 | Staff CVs; experience of similar projects; breakdown of staff experience v individual staff time allocated to the project  |
| * Workshop planning overview
 | 25 | Please submit an outline proposal of how you would seek to deliver the workshops. This should include the approach you propose to adopt to in-person, virtual or hybrid workshops (e.g., how workshops would be managed including, structure, format, choice of participatory methods) and the rationale for this approach. |

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

**Contract Management and outputs**

This contract shall be managed on behalf of the Authority by Hazel Carter, Principal Adviser for Species Recovery, Management and Licensing hazel.carter@naturalengland.org.uk

**November 2022**

Inception meeting with Natural England project team staff to scope the workshops.

**November/December 2022**

Planning and preparation for the workshops and provision of workshop materials (to include MS teams discussions as needed with the project team and others).

**January/February** **2023**

Chair/facilitate three workshops.

Debrief sessions after each workshop

**March 2023**

Analysis of discussions/outputs from the three workshops, including MS teams wash up session with Natural England project team.

Provide final summary report to Natural England in a format suitable for sharing with workshop participants.

**31 March 2023**

Contract completion

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

You can invoice:

* 50% of the agreed cost after successful agreement of workshop plans following award of contract and inception meeting.
* 50% of the agreed cost on completion of the final report.

# **Quote/Tender & Contract Timescales**

Invitation to Tender (ITT) Issue W/C 17 October 2022

ITT’s return deadline W/C 31 October 2022

Evaluation W/C 7 November 2022

Contract Award & Decline W/C 7 November 2022

Contract Start 14 November 2022

Contract Completion 31 March 2023

### Disclosure

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

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

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

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

### Disclaimers

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

The Authority does not:

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

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

**Protection of Personal Data**

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

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

**General Data Protection Regulations 2018**

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

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

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