Request for Quotation

Offshore wind farm impacts on seabirds – baseline estimates in UK waters.

01/09/2023



# Request for Quotation

### **Ref: UKOWF\_baseline\_estimates\_RFQ**

### **Title: Offshore wind farm impacts on seabirds – baseline estimates in UK waters.**

You are invited to submit a quotation for the requirement described in the specification, Section 2.

Please confirm by email, receipt of these documents and whether you intend to submit a quote or not.

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

Email: richard.berridge@naturalengland.org.uk

Date: 25/09/2023

Time: 12:00 BST

Ensure you include the name of the quotation and ‘Final Submission’ in the subject field to make it clear that it is your response.

### Contact Details and Timetable

Richard Berridge will be your contact for any questions linked to the content of the quote or the process. Please submit any clarification questions via 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 | 01/09/2023 at 12:00 BST |
| Deadline for clarifications questions | 08/09/2023 at 12:00 BST |
| Deadline for receipt of Quotation | 25/09/2023 at 12:00 BST |
| Intended date of Contract Award | 09/10/2023 |
| Intended Contract Start Date | 10/10/2023 |
| Intended Delivery Date / Contract Duration  | 29/03/2024  |

## Section 1: General Information

### 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 Natural England who is the Contracting Authority.  |
| “Contract” | means the contract to be entered into by the Authority and the successful supplier. |
| “Response” | means the information submitted by a supplier in response to the RFQ. |
| “RFQ” | means this Request for Quotation and all related documents published by the Authority and made available to suppliers. |

### Conditions applying to the RFQ

You should examine your Response and related documents ensuring it is complete and in accordance with the stated instructions prior to submission.

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

By submitting a Response, you, the supplier, are deemed to accept the terms and conditions provided in the RFQ. Confirmation of this is required in Annex 2.

Failure to comply with the instructions set out in the RFQ may result in the supplier’s exclusion from this quotation process.

### 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.

### Self-Declaration and Mandatory Requirements

The RFQ includes a self-declaration response (Annex 1) which covers basic information about the supplier, as well as any grounds for exclusion. If you do not comply with them, your quotation will not be evaluated.

Any mandatory requirements will be set out in Section 2, Specification of Requirements and, if you do not comply with them, your quotation will not be evaluated.

### Clarifications

Any request for clarification regarding the RFQ and supporting documentation must be submitted via email no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all suppliers via email unless deemed commercially sensitive.

If a supplier believes that a request for clarification is commercially sensitive, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:

* the clarification and response are not commercially sensitive; and
* all suppliers may benefit from its disclosure,

then the Authority will notify the supplier (via email), and the supplier will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If not withdrawn by the supplier within 2 working days of the Authority’s notification, the Authority may publish the clarification request and its response to all suppliers and the Authority shall not be liable to the supplier for any consequences of such publication.

The Authority reserves the right to seek clarification of any aspect of a quotation and/or provide additional information during the evaluation phase to carry out a fair evaluation. Where the Authority seeks clarification on any aspect of the quotation, the supplier must respond within the timeframe requested by the Authority.

### 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 via email.

Suppliers may modify their quotation prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Suppliers may withdraw their quotations at any time by submitting a notice via the email to the named contact.

### Conditions of Contract

The Authority’s Standard Condensed Terms and Conditions (available at [Procurement at Natural England - Natural England - GOV.UK (www.gov.uk)https://www.gov.uk/government/organisations/natural-england/about/procurement](https://www.gov.uk/government/organisations/natural-england/about/procurement)) provided as part of the RFQ will be included in any contract awarded as a result of this quotation process. The Authority will not accept any changes to these terms and conditions proposed by a supplier.

Suppliers should note that the quotation provided by the successful bidder will form part of the Contract.

### Prices

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

### 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.

Further to the Government’s transparency agenda, all UK Government organisations must advertise on Contract Finder in accordance with the following publication thresholds:

* Central Contracting Authority’s: £12,000
* Sub Central Contracting Authority’s and NHS Trusts: £30,000

For the purpose of this RFQ the Authority is classified as a Central Contracting Authority with a publication threshold of £12,000 inclusive of VAT.

If this opportunity is advertised via Contracts Finder, we are obliged to publish details of the awarded contract including who has won the contract, the contract value, and indicate whether the winning supplier is a small and medium-sized enterprise (“SMEs”) or voluntary organisation or charity. A copy of the contract must also be published with confidential information redacted.

By submitting a Response, 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.

### 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.

### Equality, Diversity & Inclusion (EDI)

The Client is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with Natural England staff and service users.

Suppliers are expected to;

* support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of [Defra group’s Equality & Diversity Strategy](https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024).
* meet the standards set out in the [Government’s Supplier Code of Conduct](https://www.gov.uk/government/publications/supplier-code-of-conduct)
* work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed and opportunities realised.

### Sustainable Procurement

Addressing global sustainability impacts and realising additional community benefits within commercial activity is core to Defra group’s approach, working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our commercial activity and realise benefits.

The Client encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Client’s behalf.

### Conflicts of Interest

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.

We expect suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with government. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

Where the supplier is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a quotation). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a quotation being rejected.

Provided that it has been carried out in an open, fair and transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the supplier.

## Section 2: The Invitation

Specification of Requirements

### Background to Natural England

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 - GOV.UK (www.gov.uk)](https://www.gov.uk/government/organisations/natural-england).

### Background to the specific work area relevant to this purchase

Over the past two decades, the UK's offshore wind generation capacity has expanded rapidly. With Government plans to deploy up to 50GW by 2030 (BEIS 2022), the proliferation of offshore wind farms (OWFs) is set to continue and accelerate. As the sector has developed, so has the evidence base informing our understanding of the impacts of OWFs on the natural environment, including the number of seabirds at risk of collision and/or displacement from OWF turbine arrays.

New developments are required to submit comprehensive assessments of predicted environmental impacts, including the cumulative impacts of the new project together with existing projects on seabird populations. However, as historic impact assessments were undertaken using outdated methodologies, many of them are considered incompatible with contemporary data. Furthermore, for some older offshore wind farms robust estimates of the numbers of seabirds at risk of collision or displacement have not been calculated. These data deficiency, compatibility and quality issues preclude robust quantitative cumulative (and in-combination) impact assessments. This presents a significant potential consenting risk and may constrain the acceleration of OWF deployment. The project will address this issue by generating baseline estimates of displacement and collision mortality at UK windfarms.

### Requirement

The successful Contractor must first collate data on UK OWF projects and seabird baseline characterisation for those projects. The aim will be to produce a complete dataset of turbine array parameters from every OWF, both consented and ‘as-built’, for use in impact assessment. Similarly, a dataset of seabird densities for every wind farm must be produced. This will require the use of multiple data sources, each with their own limitations; a technical report must be produced providing a detailed evaluation of the quality of each data source and any caveats or limitations inherent to them.

The second stage of this project will be to use the seabird baseline and OWF data to carry out collision risk and displacement assessments using the most up-to-date techniques and input parameters, which will be provided by the Authority, for all UK OWFs. This will be undertaken using both the ‘Rochdale envelope’ (worst-case) consented turbine array parameters and the as-built parameters.

The Contractor will then undertake the apportionment of impact estimates arising from all OWFs for each species to relevant populations.

The key deliverable will be a data library incorporating the information described above – OWF array data, seabird baseline data, collision and displacement assessments and apportioned impact estimates.

### Background information

As part of the consenting process for any new OWF development an Environmental Impact Assessment (EIA) and a Habitats Regulations Assessment (HRA) must be carried out to assess the likely effect of the development on connected wildlife populations and the protected sites network. These assessments must first consider the impact of the ‘project alone’, and then also the ‘cumulative’ (for EIA) and ‘in-combination’ (for HRA) impact in addition to all other relevant plans and projects. These assessments work on the principle of establishing baseline conditions at the site and then making predictions about how they will be affected by the construction and operation of the OWF (Parker and others 2022c).

In the case of seabirds, current best practice guidance (Parker and others 2022a) advises the use of monthly digital aerial surveys (DAS) to establish baseline data for seabird abundance and density at OWF sites and a buffer area over a period of at least two years. Data are made publicly available when the developer submits their Environmental Statement to the Planning Inspectorate and can then be used by other projects for their own cumulative and in-combination assessments.

While this is now standard industry practice, older OWF developments were not required to use the same techniques. Data derived from previously used survey methods, such as boat-based or visual aerial, may not be directly comparable with DAS data. Moreover, the tools and parameters for carrying out collision risk modelling (CRM) have changed significantly in the past decade. Collision risk estimates for many OWFs are now outdated, and for some older OWFs no data at all is available on numbers of birds at risk of collision. It is therefore currently difficult for developers to carry out comprehensive cumulative and in-combination assessments in regions where these older OWFs are located.

CRM relies upon using the exact parameters of the turbine array, including details such as number of turbines, blade length, height above sea level, etc. However, due to the length of the consenting process, at the time of submission of the application (including the Environmental Statement) there is usually some uncertainty over the parameters of the turbines which will eventually be installed. The ‘Rochdale Envelope’ approach enables permission to be sought for a range of potential turbine array parameters and the CRM is based on the worst-case scenario (WCS) within this range. Although these worst-case parameters are not usually representative of the built OWF, the impact estimates derived from them are used by other developers for their cumulative and in-combination impact assessments.

There is therefore expected to be a gap (often referred to as headroom) between the number of birds predicted to be at risk of collision based on WCS figures, and the number predicted to be at risk based on the as-built parameters of OWFs. Thus, cumulative impact assessments are expected to overestimate the impacts of UK OWFs on seabird populations. However, it is not clear if this will always be the case due to a lack of data to inform such assessments from a number of older projects.

The consideration of as-built parameters is clearly preferable to ensure cumulative and in-combination assessments are not overly precautionary, introducing needless consenting risk. However, at present, there remains a risk that further development, up to the WCS, could be developed at a site if the as-built scenario is not secured via an updated DCO. There is a sector-wide ambition to enable the consideration of as-built scenarios in impact assessments. This project will deliver the data required to do so once this can be implemented and adopted within best-practice.

### Objectives

The main objective of the project will be to produce a comprehensive data library of OWF information, baseline data in each biological season for key seabird species, and numbers of individuals at risk of collision and displacement mortality for all existing UK OWFs. It must contain:

* Data on all extant UK OWFs, including turbine parameters required for collision risk modelling, both consented and as-built, noting that there are differences in the consenting process between the UK nations and that this data may be subject to licensing restrictions.
* Monthly density data for birds in flight within the wind farm array.
* Seasonal density data for birds in flight and on the water for the wind farm array plus species-appropriate buffer.
* Monthly collision risk estimates based on the data for birds in flight within the wind farm array and the consented turbine parameters.
* Monthly collision risk estimates based on the data for birds in flight within the wind farm array and the as-built turbine parameters.
* Displacement mortality estimates based on the data for all birds within the wind farm array plus species-appropriate buffer.
* Numbers of individuals at risk of collision and displacement impacts apportioned to UK SPA populations.
* Comprehensive metadata describing the origins of the data, data licensing information, adjustments made to any datasets, assumptions and caveats, impact assessment methods and parameters.

The project methods should be described in a brief technical report, which should contain the following:

* Information on how the density data was derived.
* An assessment of density data quality and any sources of bias, caveats or limitations.
* A clear rationale behind the approach taken in collating the data and any decisions made.

### Methods

The project will deliver the following work packages:

1. **Data collation and evaluation.** This will be a desk-based review of baseline characterisation data for key seabird species for all extant UK OWFs. This information will frequently be drawn from OWF Environmental Statements submitted as part of the application process, but in cases where no baseline data are available from the wind farm itself, densities will have to be derived from other relevant datasets such as the Marine Data Exchange, Cumulative Effects Framework (CEF) Data Store, Marine Ecosystems Research Programme (Waggitt and others 2020), etc. Seabird density data must be collated and critically assessed in terms of reliability and suitability for use in collision and displacement risk assessments. The limitations and biases of each data source will be evaluated, and a data hierarchy considered, which will be incorporated into the technical report.

The following seabird species must be considered:

* Black-legged kittiwake *Rissa tridactyla*
* Common guillemot *Uria aalge*
* Razorbill *Alca torda*
* Atlantic puffin *Fratercula arctica*
* Lesser black-backed gull *Larus fuscus*
* Herring gull *Larus argentatus*
* Great black-backed gull *Larus marinus*
* Northern gannet *Morus bassanus*
* Manx shearwater *Puffinus puffinus*
* Sandwich tern *Thalasseus sandvicensis*

This work package will also involve collating comprehensive data on UK wind farm parameters, required for running collision risk models. This should include fully detailed consented and as-built specifications (noting that the current array status may not reflect exactly what was initially installed in all cases), consented life span and predicted date of decommissioning. Some of this data may not be in the public domain and there may be licensing issues which must be worked through to obtain it; a log must be kept of any issues encountered and how they were handled.

1. **Running impact assessments.** Detailed methods will be agreed with the Authority. To ensure efficiency, we anticipate that this will require coding a script to automate the running of multiple impact assessments. The impact assessments will be run in accordance with Natural England’s best practice guidance, with specific parameters to be finalised and agreed with the Authority at project inception.
2. **Derive seasonal apportioning rates for relevant SPAs for each project.** SPAs with connectivity to each OWF project in each season will be screened in using foraging ranges and information from the BDMPS report (Furness 2015). Apportioning will be carried out using BDMPS-derived values for non-breeding seasons, and an updated distance decay approach for the breeding season, agreed through discussion with the Authority. The supplier is not requested to consider apportioning of age classesor sabbaticals.
3. **Data library building.** This work package should be carried out concurrently with WP1, 2 and 3. The library must be logically structured and user-friendly. It should be searchable, filterable, and include comprehensive metadata, including clear signposting to data sources throughout. As it will be made publicly available, care must be taken that all the data provided is in the public domain. Any licensing issues encountered should be flagged to the Authority for discussion.

### Sustainability

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority’s objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

### Outputs and Contract Management

#### Project deliverables

On award of the contract, the supplier will be required to deliver the following:

1. **A single technical report** following Natural England guidance and using the Natural England Microsoft Word template (Available from: [Natural England publishing standards for commissioned reports - NECR000](https://publications.naturalengland.org.uk/publication/5790636781600768)). The report should provide the following:
	1. A summary of the background of the project.
	2. A description of the methods used for the data searches and review.
	3. An analysis of the different types of seabird density data available and their associated limitations, biases, and caveats.
	4. A summary of the issues surrounding the use of consented vs. as-built wind farm parameters, any challenges faced in obtaining this data, and how these were addressed to produce the updated cumulative impact assessment figures.
2. **A Microsoft Excel data library** suitable to be made publicly available. It will contain in a clear, easily understandable format, all of the seabird density and OWF data collated through WP1 (subject to licensing issues), all of the impact assessment outputs produced in WP2, and the apportioned totals for relevant SPAs produced in WP3. These data must be accompanied by comprehensive metadata and embedded descriptions.

#### **Project management**

Once let, the following project milestones will apply:

|  |  |  |
| --- | --- | --- |
| Milestone | Responsible Party | Date of completion |
| Project inception meeting/teleconference between contractor/sub-contractor and Natural England | Natural England and Contractor | Within 1 week of contract initiation |
| Teleconference between Natural England and contractor to discuss progress with analyses and any issues arising | Natural England and Contractor | Within 1 month of contract initiation |
| Contractor submits draft report | Contractor | 04/03/2024 |
| Natural England provides feedback on draft report | Natural England | Within 10 working days of receipt (18/03/2024) |
| Contractor submits revised reports addressing Natural England comments | Contractor | 25/03/2024 |
| Submission of final reports, data library and metadata to agreed standards. | Contractor | 25/03/2024 |
| Contract to be completed | Natural England and Contractor | 29/03/2024 |

This is the envisaged contract timetable. Bidders should highlight any proposed deviation from this timeline within their bid. Any delays to this timetable during the contract should be immediately discussed with the Project Officer.

Natural England anticipate that a start-up meeting will be held between the project officer and supplier within 1 week of contract initiation. Followed by a progress meeting within 1 month of contract initiation to discuss any problems. We request that short catch-up calls are then scheduled every two weeks to provide an opportunity to discuss any additional issues arising and update on progress.

In support of this contract, Natural England will provide the successful Contractor with:

* Project support from dedicated project lead.
* Relevant available data and guidance documents
* Opportunity to feedback and discuss progress with the project lead.

#### **Data ownership, intellectual property rights and copyright**

All data captured and produced shall be fully owned by and copyrighted to Natural England. This shall include any intellectual property rights that might otherwise impede on Natural England’s usage and data sharing of the outputs. Natural England may share any project outputs with third parties including for the purposes of additional analyses outside the final scope of any contract awarded against this statement of requirements. Any data supplied by Natural England to potential bidders and the successful contractor are for use in this project only and should not be retained once the bidding process (for unsuccessful bidders) or project (for the successful contractor) has been completed. In addition, neither bidders nor the successful contractor must pass such data on to any third parties unless with explicit prior permission from Natural England. The contractor is responsible for ensuring that all products submitted are of a satisfactory standard. The Natural England Nominated Officer may undertake a QA review of all project deliverables, including image analyses, prior to approving subsequent payment for the work.

#### Payment

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

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Payment of 100% of the total contract value will be made on receipt of a detailed invoice following completion (to the satisfaction of the Natural England Nominated Officer) of all the milestones detailed above, and formal acceptance of the specified outputs.

It is anticipated that this contract will be awarded for a period of approximately six months to end no later than 29/03/2024. 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 writing in advance of any work commencing and may be subject to further competition.

### Evaluation Methodology

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

Technical – 60%

Commercial – 40%

#### **Evaluation criteria**

Evaluation weightings are 60% technical and 40% commercial, the winning tenderer will be the highest scoring combined score.

The summary table below provides an overview of the overall evaluation breakdown.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Award Criteria | Weighting (%) | Evaluation Topic & Weighting | Sub-Criteria | Weighted Question |
| Technical | 60% | Service / Product Proposal | Methodology | Q1. Please provide details of the methodology proposed to deliver the requirements set out in the Specification. (70% of technical score available) |
| Staff Technical Expertise | Q2. Please provide details of the project team providing the requirements set out in the Specification. (30% of technical score available) |
| Commercial | 40% | Whole life cost of the proposed Contract | Commercial Model | Q3. Please provide costs (100% of commercial score available) |

#### Technical (**60**%)

Technical evaluations will be based on responses to specific questions covering key criteria which are outlined below. Scores for questions will be based on the following:

|  |  |  |
| --- | --- | --- |
| Description | Score  | Definition |
| Very good  | 100 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.  |
| Good | 70 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.  |
| Moderate | 50 | Addresses most of the requirements with most of the relevant supporting information set out in the RFQ. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.  |
| Weak  | 20 | Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met. |
| Unacceptable | 0 | No response or provides a response that gives the Authority no confidence that the requirement will be met.  |

Technical evaluation is assessed using the evaluation topics and sub-criteria stated in the Evaluation Criteria section above.

**Separate submissions for each technical question should be provided** **and will be evaluated in isolation**. Tenderers should provide answers that meet the criteria of each technical question set out in the following tables.

|  |  |
| --- | --- |
| Q1. Methodology | Detailed Evaluation Criteria |
| Please submit a document with the filename: “**UKOWF\_baseline\_estimates\_E01\_Your Company Name”**. Your response must not exceed **a maximum of 6 sides of A4** (in addition to any title page), font size **Arial 11**. | Your response will be evaluated on the basis of whether it: * Demonstrates a clear understanding of the nature of the requirements.
* Includes a clear, practical, achievable, and cost-effective methodology to deliver these requirements including:
1. Data search and assessment methods
2. Approach to working through licensing issues
3. Approach to coding for the running of impact assessments
4. Assembly of data library

Include information in sufficient detail to allow a full appraisal of the suitability of the approach to deliver the project. **A minimum score of 50 is required to be met for this question. Any score below this will be scored as a Fail**.  |

|  |  |
| --- | --- |
| Q2. Staff Technical Expertise | Detailed Evaluation Criteria |
| Please submit a document with the filename: “**UKOWF\_baseline\_estimates\_E02\_Your Company Name”**.  Your response must not exceed **a maximum of 6 sides of A4** (in addition to any title page), font size **Arial 11**.  | Your response will be evaluated on the basis of: * The level and relevance of expertise and skills, provided by the Project team and sub-contractors and the value added delivered by this. This will consider expertise and skills in: project management, data mining and analysis, data collection, OWF survey methods and data collection, OWF impact assessments, coding, knowledge of licensing issues, QA/QC of data, data libraries.
* The suitability and adequacy of the staff making the inputs to each stage of the Project (in terms of their expertise and skills), the quantity of their inputs and their availability to do the work. For each member of the Project team, information on **the amount of time input (days/hours) to this specific project**. **We suggest this information is provided in a table.**
* The appropriateness of the balance of inputs by senior and junior staff and clarity and sufficiency of lines of reporting. Please provide the name(s) of the individual(s) who will have overall management responsibility for the project and will report to Natural England’s project officer and the person who will be responsible for ensuring that the Project is completed satisfactorily. **We suggest a project specific organogram is provided.** Consideration should be given to cover for key roles given any unforeseen circumstances.

**A minimum score of 50 is required to be met for this question. Any score below this will be scored as a Fail**.  |

#### Commercial (**40**%)

The Contract is to be awarded as a fixed price which will be paid according to the completion of the deliverables stated in the Specification of Requirements.

Suppliers are required to submit a total cost to provide the deliverables stated in the Specification of Requirements. In addition to this, the Commercial Response template must be completed to provide a breakdown of the whole life costs against each deliverable used in the delivery of this requirement.

#### Calculation Method

The method for calculating the weighted scores is as follows:

* Commercial

Score = (Lowest Quotation Price / Supplier’s Quotation Price) x 40% (Maximum available marks)

* Technical

Score = (Bidder’s Total Technical Score / Highest Technical Score) x 60% (Maximum available marks)

The total score (weighted) (TWS) is then calculated by adding the total weighted commercial score (WC) to the total weighted technical score (WT): WC + WT = TWS.

### Information to be returned

Please note, **the following information requested must be provided**. Incomplete tender submissions may be discounted.

Please complete and return the following information:

* completed Commercial Response template
* separate response submission for each technical question (in accordance with the response instructions)
* completed Mandatory Requirements (Annex 1)
* completed Acceptance of Terms and Conditions (Annex 2)

### Award

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email.

The successful supplier will be issued the contract, incorporating their Response, for signature. The Authority will then counter sign and generate a Purchase Order.

### References

Department for Business, Energy and Industrial Strategy 2022. *British Energy Security Strategy.* [British Energy Security Strategy (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1069969/british-energy-security-strategy-web-accessible.pdf)

Furness, R.W. 2015. *Non-breeding season populations of seabirds in UK waters: Population sizes for Biologically Defined Minimum Population Scales (BDMPS)*. Natural England Commissioned Reports, Number 164.

Parker, J., Banks, A., Fawcett, A., Axelsson, M., Rowell, H., Allen, S., Ludgate, C., Humphrey, O., Baker, A. & Copley, V. 2022a. Offshore Wind Marine Environmental Assessments: Best Practice Advice for Evidence and Data Standards. Phase I: Expectations for pre-application baseline data for designated nature conservation and landscape receptors to support offshore wind applications. Natural England. Version 1.1. 79 pp

Parker, J., Fawcett, A., Banks, A., Rowson, T., Allen, S., Rowell, H., Harwood, A., Ludgate, C., Humphrey, O., Axelsson, M., Baker, A. & Copley, V. 2022c. Offshore Wind Marine Environmental Assessments: Best Practice Advice for Evidence and Data Standards. Phase III: Expectations for data analysis and presentation at examination for offshore wind applications. Natural England. Version 1.2. 140 pp.

Waggitt, J.J., Evans, P.G., Andrade, J., Banks, A.N., Boisseau, O., Bolton, M., Bradbury, G., Brereton, T., Camphuysen, C.J., Durinck, J. and Felce, T. 2020. Distribution maps of cetacean and seabird populations in the North‐East Atlantic. Journal of Applied Ecology, 57(2), pp.253-269.

### Annex 1 Mandatory Requirements

#### Part 1 Potential Supplier Information

Please answer the following self-declaration questions in full and include this Annex in your quotation response.

##### Part 1.1 Potential Supplier Information:

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b)  | Registered office address (if applicable) |  |
| 1.1(c) | Company registration number (if applicable) |  |
| 1.1(d) | Charity registration number (if applicable) |  |
| 1.1(e) | Head office DUNS number (if applicable) |  |
| 1.1(f) | Registered VAT number  |  |
| 1.1(g) | Are you a Small, Medium or Micro Enterprise (SME)? | (Yes / No) |

Note: See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

##### Part 1.2 Contact details and declaration

By submitting a quotation to this RFQ I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay you will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 1.2(a) | Contact name |  |
| 1.2(b) | Name of organisation |  |
| 1.2(c) | Role in organisation |  |
| 1.2(d) | Phone number |  |
| 1.2(e) | E-mail address  |  |
| 1.2(f) | Postal address |  |
| 1.2(g) | Signature (electronic is acceptable) |  |
| 1.2(h) | Date |  |

#### Part 2 Exclusion Grounds

##### Part 2.1 Grounds for mandatory exclusion

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 2.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below. |
|  | Participation in a criminal organisation.  | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Corruption.  | ((Yes / No)If yes please provide details at 2.1 (b) |
|  | Fraud.  | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Terrorist offences or offences linked to terrorist activities | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Money laundering or terrorist financing | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Child labour and other forms of trafficking in human beings | (Yes / No)If yes please provide details at 2.1 (b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.1 (c) | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning) | (Yes / No) |
| 2.1(d) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | (Yes / No) |
| 2.1(e) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

##### Part 2.2 Grounds for discretionary exclusion

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 2.2(a) | The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation |
| 2.2(b) | Breach of environmental obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(c) | Breach of social obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(d) | Breach of labour law obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(e) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2 (f) | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

### Annex 2 Acceptance of Terms and Conditions

I/We accept in full the terms and conditions appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_