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Request for Quotation

**PH\_LAG 2023: Pagham Harbour SSSI – Unit 001 Specialist Lagoon Survey**

11th July 2023

##

## Request for Quotation

 **Pagham Harbour SSSI – Unit 001 Specialist Lagoon Survey**

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 11th August 2023 at 17:00 GMT to kate.bull@naturalengland.org.uk

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.

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| --- | --- |
| Action | Date |
| Date of issue of RFQ | 20/07/2023 |
| Deadline for clarifications questions | 3/08/2023 |
| Deadline for receipt of Quotation | 11/08/2023 |
| Intended date of Contract Award | 18/08/2023 |
| Intended Contract Start Date | 21/08/2023 |
| Intended Delivery Date / Contract Duration  | 31/12/2023 |

###

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):

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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.

#### 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](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1149567/standard-condensed-terms.odt) 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

#### Background to Natural England

Natural England (NE) is the government’s statutory adviser for the natural environment. We play a vital role in delivering the Government’s 25 Year Environment Plan, supporting the Government’s ambitions for agriculture, fisheries and the natural environment as we leave the European Union and responding to the Government’s commitment to net zero by 2050. The twin challenges of biodiversity loss and climate change mean Natural England’s work is more important now than ever.

Our vision is of thriving nature for people and planet. Our ambition is not just to improve nature, but to see it thriving everywhere, because a healthy natural environment is fundamental to everyone’s health, wealth and happiness. In July 2021 Natural England launched its most recent [Action Plan](https://www.gov.uk/government/publications/natural-england-action-plan-2021-to-2022/natural-england-action-plan-2021-to-2022) which contains more information on our priorities for the year ahead.

Background to the specific work area relevant to this purchase

This contract will be to provide evidence to assess the condition of Pagham lagoon, unit 001 that forms part of Pagham Harbour SSSI. The project will be managed by NE's senior marine adviser in the Sussex and Kent area team. The contract will be carried out within the 2023/24 financial year and comprises of two phases:

Phase 1: Survey and evidence collection

Phase 2: Analysis, report and condition assessment.

#### Specification of Requirements

Saline lagoons are complex and dynamic habitats that can form naturally through percolation of sea water through sand or shingle barriers, or artificially through engineered barriers that cut off a part of an estuary or the sea from direct tidal influences and/or restrict tidal movement. Although coastal lagoons can contain a variety of substrata, they most commonly include soft sediments. Coastal lagoons are highly variable in size, form, and salinity regime. Even within sites, the physical characteristics and salinity often vary seasonally and can also change over a longer time scale due to their ephemeral nature. The plant and animal communities found within lagoons vary according to the physical characteristics and salinity regime of the lagoon and can be broadly divided into three groups; marine species that are tolerant of low salinity, freshwater species that are tolerant of high salinity, and lagoon specialists. Although a relatively limited range of species may be present in saline lagoons compared with other marine habitats, many species are adapted to the highly changeable conditions that occur in saline lagoons and some are either mainly or entirely restricted in their distribution to this habitat. Despite their limited extent compared to many other coastal habitats, saline lagoons also provide a highly important resource for large numbers of birds that use the habitat for feeding, nesting and roosting at high tide.

Pagham Harbour was reclaimed for agriculture in the late 19th century but was consequently reflooded during a storm in the early 20th century. Now designated as a site of specific scientific interest (SSSI) Pagham Harbour spans 24 units, with unit 001 the focus of this project. Unit 001 refers to Pagham Lagoon situated towards the centre east of the SSSI. This site comprises an extensive central area of saltmarsh and algae rich intertidal mudflats with surrounding habitats including shingle, open water, reed swamp and wet permanent grassland. Pagham Harbour is of national importance for wintering wildfowl and waders as well as breeding birds both within the Harbour and the surrounding grazing pasture. The site supports nationally important communities of plants and invertebrates.

As outlined, this survey will contribute to evidence gathering to support condition assessment for the SSSI Unit 001. The survey will gather specialist information on the Starlet Sea Anemone (*Nematostella vectensis*), including presence/ absence, supporting processes (water depth, salinity regime). Detailed survey and analysis will enable us to understand the distribution and extent of the designated feature of the site.

 Full site details are available on the NE designated sites webpage. Please see [SSSI detail (naturalengland.org.uk)](https://designatedsites.naturalengland.org.uk/SiteDetail.aspx?SiteCode=S1000620&SiteName=pagham%20&countyCode=&responsiblePerson=&SeaArea=&IFCAArea=) for further information.

**Survey area**

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| **Figure 1: Pagham Harbour SSSI Boundary & Units** |

Unit 001 Pagham lagoon is 11.5833ha in size with the predominant habitat recorded as standing open water and canals. The unit is currently listed as unfavourable - recovering with a condition threat risk of medium. The monitored features on the site include; Invert assemblage W211 open water on disturbed sediments, population of Schedule 5 sea anemone – *Nematostella vectensis,* starlet sea anemone and saline coastal lagoons.

**Objectives**

**The general objectives of this survey are:**

1. Provide an assessment of the direction of ecological change by the integration of previously obtained relevant data.
2. Repeat the previously used survey design (for the Solent & Isle of Wight surveys) to ensure the data are statistically robust enough to enable the collection of compatible future data and comparison with previous surveys of the site permitting quantitative long-term trend analysis.
3. Identify anthropogenic influences, impacting on the ability of the sub-feature to achieve Favourable Condition, and where possible quantify them.
4. Ensure that newly collected data is compatible (analytically) with historical survey data and will make reference to and utilise such historical data.

This survey work and subsequent analysis will contribute to Natural England’s statutory duty to monitor and report on a range of features and attributes for designated sites.

Historical data from previous surveys will be provided to the successful contractor prior to work commencing.

**The specific objectives of this survey are:**

To allow the condition of the Pagham Harbour Lagoon to be assessed against relevant attributes, using the Common Standards Monitoring Guidance and attributes used in the condition assessment of coastal lagoons [Common Standards Monitoring Guidance for Lagoons (jncc.gov.uk)](https://data.jncc.gov.uk/data/9b4bff32-b2b1-4059-aa00-bb57d747db23/CSM-Lagoons-2004.pdf) Ideally this will match earlier sampling programs to allow comparison with historic data, however discussions around approaches are welcomed if you consider an improvement can be made. As a good baseline exists for the lagoons to be surveyed it is anticipated that this previous data will be utilised to reduce time in the field and reporting. **You should indicate in your tender bid what these cost savings could be.**

These attributes are:

1. Extent of basin
2. Isolating barrier – presence, nature and integrity
3. Salinity regime
4. Biotic composition of lagoon
5. Distribution of biotopes
6. Extent of notable biotopes
7. Extent of water
8. Species composition of component communities
9. Water depth
10. pH
11. Signs of macroalgal blooms / nutrient enrichment
12. Sediment composition and distribution
13. Structure integrity of lagoon banks
14. Species population measures – Presence or abundance of specified species

In addition to the above, further relevant attributes that were deemed relevant to the study site, albeit not included in the Common Standards Monitoring Guidance of lagoons (JNCC, 2004), were:

* Habitats, with description of the main habitats and substrata;
* Physical environmental data including sediment granulometry, to give context to the species composition within the lagoons;
* Water quality parameters, including salinity, temperature, and pH.
* Water inputs; and
* Human activities around and on the site.

**Sampling Design**

Natural England’s preferred choice is the method outlined within this contract. However, if you consider improvements can be made to this sampling design to meet the aims of the project outlined above and to enable temporal comparisons to be made with previous datasets, please provide this information in the appropriate technical question response.  The full detail of this design will be provided to, and subsequently owned by Natural England. Below are the critical criteria it will need to deliver on:

The survey design should consider how information to address all biological attributes under Common Standards Guidance can be obtained. In developing the sampling design, careful consideration should be given to the statistical power that repeat sampling and subsequent analysis will provide. This needs to be considered in relation to:

1. Enabling comparisons with previous data sets where available.
2. Where necessary improving upon previous sampling designs to provide more robust temporal statistical comparisons when repeated in future and enable the specific hypotheses to be tested.
3. The relative importance associated with the particular hypothesis being tested, for example greater statistical power may be desirable at the level of the whole feature where a survey is targeted at identifying the effects of a particular pressure.
4. The overall level of resources available to Natural England to deliver monitoring and survey work.

The suggested alternative methodology should seek opportunities, where necessary, to implement an improved approach which enables a comparison with existing data but at the same time delivers Natural England’s requirements for a statistically robust approach outlined above.

Natural England will be able to provide the following GIS datasets under licence to the successful Contractor for use in this contract:

* Base map data from Ordnance Survey
* Imagery from Next Perspectives
* Environmental data from Environment Agency
* Site specific datasets

Before commencing the survey, the successful Contractor will produce a project plan. In addition, before the survey is carried out the successful Contractor will:

1. Discuss any pre-survey work with the Natural England Project Officer, including checking information about the site and identifying sources of relevant information.

1. Review existing information provided by Natural England or any datasets known to the successful Contractor.

1. Obtain the most up to date aerial photography and mastermap tiles for the site from Natural England (<http://www.naturalengland.org.uk/publications/data/giforcontractorspartners.aspx>).

**Methods**

**Field Survey – Methodology**

Surveys should be carried out in accordance with the technical specifications provided in The condition monitoring surveys of the Solent & Isle of Wight lagoons conducted in 2010 by R N Bamber & R S Robins (attached). This has been directed by techniques from the Common Standards Monitoring and Water Framework Directive Guidance (Bamber, 2010).

To enable comparison with existing baseline data, survey techniques should maintain consistency with those used previously. Bamber & Robins (2010) utilised four main techniques:

1. Quantitative benthic sampling was undertaken using a 0.005 m2 hand-coring-tube, pushed into the sediment to a depth of 10 cm (where possible). Ten core samples were collected at each sampling site (total sample area 0.05 m2), bulked, and sieved through a 0.5 mm mesh sieve *in situ*. Position-fixing was by GPS (±2 m). Infaunal samples should be taken back to the laboratory for analysis.

1. Qualitative assessment of nektonic species was undertaken by sweeping the lagoon with a 0.5 mm mesh hand net in appropriate habitats. Species collected were identified *in situ* and returned to the lagoon.
2. Qualitative assessment of the community associated with submerged plants was undertaken by collecting approximately 1 litre of weed, rinsing it in a bucket of water, then sieving the residual water (0.5 mm mesh).
3. Hard substrata (stones, reed-stems, etc.) were examined *in situ* for bryozoans and hydroids.
4. Salinity of each lagoon sampling point was measured using a refractometer (±0.5‰), including investigation of any stratification and of any variation around the lagoons. The salinity of the adjacent seawater was also measured where applicable (i.e. there was a direct source of saline water to the lagoon). pH was measured using a field pH-meter (±0.01 units).

The information gathered must be of sufficient quality to provide a comparison with previous surveys relating to the condition of coastal lagoons according to methodologies outlined in JNCC common standards guidance.

**Biota**: Sufficient biological samples should be taken to cover the main habitats/sub-habitats within the site. Unnecessary over-sampling should be avoided, given the rarity of saline lagoon habitat, the small size of many sites, and the presence of a variety of scheduled species and/or small populations of some species. Whenever possible, specimens should be returned to their habitat alive.

Brief recommendations for management or other action should be stated where there are concerns regarding current condition. Note should be made of any indicators of adverse impacts or perceived threats.

Survey work under the contract should be scheduled to be completed by the end of October 2023. Where possible however, potential contractors should provide contingency dates should the planned survey be affected e.g. by weather downtime.

Contractors must clearly state their availability and capability to carry both this single contract and any ’Lots’ they may consider bidding for (although not costed for under this RFQ) in combination within the given timescales.

Surveys will be carried out in accordance with the technical specification provided above. Alternative approaches will be considered if they meet the aims and objectives of the contract, demonstrate efficiencies, and are agreed with NE prior to survey commencing.

**Laboratory Analysis**

To enable comparison with existing baseline data, sample analysis should maintain consistency with those used previously. Faunal samples should be washed over a 0.5 mm sieve and then all taxa should be identified to the lowest possible practicable taxonomic level using the appropriate taxonomic literature. Faunal samples that will be sent for DNA sequencing should be preserved in Industrial Denatured Alcohol and then transferred to 70% ethanol as soon as identification confirmed.

The NMBAQC Scheme has produced a Taxonomic Discrimination Protocol (TDP) (Worsfold & Hall 2010) which gives guidance on the most appropriate level to which different marine taxa should be identified, and this guidance should be adhered to for laboratory analysis. The only exception to this is for lagoonal specialist species where identification to species is expected, for example, the lagoonal specialist nemertean cf. *Myoisophagus sanguineus*.

Full details of laboratory processing techniques and Quality Assurance processes should be provided with your tender submission.

**Particle Size Analysis (PSA)**

**An assessment of sediment composition may just be conducted in the field. However, costs should be provided for Particle Size Analysis as an optional extra.**

To enable comparison with existing baseline data, Particle Size Analysis should be performed in accordance with NMBAQC Best Practice Guidance (Mason, 2011). In your tender submission you should confirm the methodology that would be used.

**Please indicate what additional costs may be incurred to complete this element of the project in a separate line in your quote.**

**Data Analysis**

Natural England expect that robust and appropriate statistical analysis is employed as required, and the results presented and briefly discussed with the Natural England project officer. An explanation of why certain methods has been chosen should be appended, and a brief justification of any relevant assumptions supplied. GIS should be used to present any geographical information and data gathered or created during the project. Base mapping including OS tiles and aerial photographs can be provided by Natural England under licence if required.

The results should be compared to those previous surveys and other relevant papers (including appropriate statistical analysis) and any changes set into context using other existing information. Where possible, conclusions should be drawn as to the relative status of the condition of features as well as the status of the sub-features (using Natural England Guidance).

**Invasive Non-Native Species**

Invasive Non-Native Species (INNS) are considered to be one of the top five pressures directly driving biodiversity loss globally. Prevention is the key focus, particularly in marine environments. The contractor shall be aware of and work in accordance with standard good practice biosecurity measures to avoid spread of INNS:

* Equipment, clothes, and boots should be clean before carrying out any work on site
* When on or near water it is important that equipment is drained after use and as far as possible dried
* Boats to be used in survey work should have their hulls cleaned on a regular basis. Best practice guidelines should be followed as outlined by [The Green Blue](http://www.thegreenblue.org.uk/boat_users/antifoul_and_invasive_species/boaters_best_practice_invasive.aspx)

INNS species previously recorded in this region and/or to particularly look out for during this survey. See [GB non-native species secretariat](http://www.nonnativespecies.org/).

The contractor must report any records of INNS observed on site on Marine Recorder and to the Natural England project officer as part of the survey report. Any species currently listed as ‘alert’ species should be flagged immediately to the GB Non-Native Species Secretariat <http://www.nonnativespecies.org/alerts/index.cfm>. More information and guidance including ID guides can be found at [www.nonnativespecies.org](http://www.nonnativespecies.org) and the [Marine Aliens Project](http://www.marlin.ac.uk/marine_aliens/).

**Weather downtime & contingency**

Survey windows should be allocated in accordance with the best tides available. Contractors will be expected to check weather regularly (daily) prior to agreed survey windows.  If contractors have 48 hours' notice of impending poor weather, then they will be expected to make alternative arrangements for the duration of the poor weather and reschedule survey work to be completed at a later date.  If contractors have not yet mobilised, then Natural England does not expect to be charged for any weather downtime.  It is the responsibility of the contractor to contact Natural England in the event that impending poor weather is putting the survey at risk.

Natural England does not envisage paying for downtime or contingency time for intertidal contracts, but in the event of unforeseeable weather events, a maximum of 1 day may be paid.

In the event of uncertainty or other unforeseen events that impact upon the ability of the contractor to undertake the survey, the Natural England Nominated Officer should be contacted immediately.

**Health and Safety**

The supplier is expected to be experienced in marine/ saline lagoon monitoring and have the required health and safety certificates/ training for the fieldwork element of the project. All risk assessments need to be seen and signed off by the Nominated Officer (ideally when presented with then project plan), as part of the contract management process. Risk assessments need to be provided by the contractor. Surveys will be done out of season, risks around reduced daylight and poor weather etc. need to be highlighted.

The contractor is recommended to be accredited by a Safety Scheme in Procurement (SSIP). If this is not held by the awarded supplier a Contractor Competence Questionnaire will be sent by the authority for completion by the contractor.

Before any work is undertaken, a site-specific risk assessment and method statement should be provided to the authority for review.

**Prices**

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

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. Invoices should be submitted in completion of project outputs as outlined above.

It is anticipated that this contract will be awarded for a period of 5 months to end no later than 31/12/2023. 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 writing in advance of any work commencing and may be subject to further competition.

Outputs and Contract Management

|  |  |  |  |
| --- | --- | --- | --- |
| Reference | Deliverable | Responsible Party | Date of completion |
|  | Output 1:  | Contractor |  |
|  | Output 2:  | Contractor  |  |
|  | Output 3:  | Contractor |  |
|  | Output 4: Final draft report | Contractor  |  |
|  | Report draft review  | Natural England |  |
|  | Final report | Contractor |  |

This contract will be managed on behalf of Natural England by the Project officer:

Kate Bull (Senior Marine Adviser, Sussex and Kent)

Kate.Bull@naturalengland.org.uk

Kate Bull will be the main corresponded in this project.

The contractor will liaise with the project officer on the following:

From 14th August 2023: Start up meeting between the project officer, and the supplier. Regular calls and/or emails with the project lead, on contract issues, milestone and targets. Project inception meeting to set out how the project will work, work programme, timescales and proposals. Further meetings or email updates on progress in the run up to each of the key outputs.

**Report outputs**
The following outputs will be provided to NE:

Data: Microsoft excel, .xls spreadsheet
Reports: All appropriate text, field notes, report outputs and results should be presented in Microsoft word, and PDF format
Maps: when applicable should be presented in a JPEG file format.

Evaluation Methodology

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

Evaluation criteria

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Award Criteria | Weighting (%) | Evaluation Topic & Weighting | Sub-Criteria | Weighted Question |
| Technical | 60% | Service / Product Proposal | Methodology(50%) | **Q1.1:** Quality of the overall proposal based on description of how the research questions will be answered and how the proposed project will meet the requirements of the proposal (25% of technical score available)Q1.2: Quality of the proposal for the sampling design and analysis to assess blue carbon within the proposed lagoon pilot site(s) (25% of technical score available) |
| Key personnel(20%) | **Q2.1:** Information on the experience and competency of all relevant staff proposed to deliver the services required. Provide CVs and examples of previous projects staff have worked on relevant to the subject matter in this contract. (30% of technical score available) |
| Quality Assurance measures(20%) | **Q3.1:** Demonstrate the ability of the sampling strategy to be replicated in future years or for other applications (10% of technical score available)Q3.2: Detail on quality assurance measures (10% of the technical score available) |
| Staff availability | Q4.1: Assurances that the work can be delivered in full within stated timelines. (pass/fail) |
| Health & Safety (10%) | Q5.1: provide clear, relevant and appropriate risk assessments for fieldwork (10% of the technical score available) |
| Commercial | 40% | Whole life cost of the proposed Contract | Commercial Model |  |

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.

|  |  |
| --- | --- |
| Methodology  | Detailed Evaluation Criteria |
| Q1.1 Provide details of the methodology and approaches proposed to deliver the requirements of this project.Responses should not exceed four sides of A4, and use Arial font, size 11. | Your response should:1) Demonstrate a clear understanding of the nature of the requirements.2) Be a clear, practical, achievable, and cost-effective methodology to deliver the requirements of each phase of the project.3) Have information in sufficient detail to allow a full appraisal of the suitability of the approach to deliver for the project. |
| Q1.2 Provide details of the proposed approach for sampling design and analyses | 1. Provide clear proposal for sampling design and analytical techniques proposed for carbon analyses.
 |

|  |  |
| --- | --- |
| Key personnel | Detailed Evaluation Criteria |
| Q2.1. Provide details on previous experience and expertise of staff members who will be working on the contract. Please provide similar information on any proposed sub-contractors if applicable.  | 1) The relevant expertise and experience for this contract include saline lagoon habitats, sediment coring and lagoon fieldwork.  |
|  |  |

|  |  |
| --- | --- |
| Quality Assurance measures | Detailed Evaluation Criteria |
| Q3.1 Replicability of sampling strategy  | 1. Demonstrate how the proposed sampling design will enable replication in other sites or over time, so that future surveys using the same design will add to the evidence base
 |
| Q3.2 Evidence of quality assurance measures  | 1. Provide clear outline of review and quality assurance procedures provided as part of the contract
 |

|  |  |
| --- | --- |
| Staff availability | Detailed Evaluation Criteria |
| Q4.1 Assurances that the work can be delivered in full within stated timelines. (pass/fail) | 1. Provide detail on staff availability, including clear explanation of contingency planning should unexpected staff absences happen
 |
|  |  |

|  |  |
| --- | --- |
| Health and safety | Detailed Evaluation Criteria |
| Q5.1: provide clear, relevant and appropriate risk assessments for fieldwork  | 1. Provide clear and relevant risk assessment for the proposed lagoon sampling fieldwork.
 |
|  |  |

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.

Please provide a breakdown of costs for the following deliverables:

* Scoping study, including fieldwork plan
* Carbon sampling. If applicable, please provide itemised costings for sediment and biomass carbon sampling
* Carbon analyses. Please provide separate costings for different analytical techniques. Also, if applicable, please provide itemised costings for sediment and biomass analyses
* Reporting.

**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 via a Purchase Order.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### 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.