 

**Request for Quotation**

**Mapping Risk: A spatial tool to inform advice on non-breeding red-throated diver (*Gavia stellata*) in the Outer Thames Estuary Special Protection Area**

Issued: 23/09/23

**Request for Quotation**

**Ref:**

**Title: Mapping Risk: A spatial tool to inform advice on non-breeding red-throated diver (*Gavia stellata*) in the Outer Thames Estuary Special Protection Area**

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 should be returned to the following email address by:

Email: richard.berridge@naturalengland.org.uk

Date: 23/10/23

Time: 1200 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 | 25/09/2023 at 12:00 BST |
| Deadline for clarifications questions | 4/10/2023 at 12:00 BST |
| Deadline for receipt of Quotation | 23/10/2023 at 12:00 BST |
| Intended date of Contract Award | 30/10/2023 |
| Intended Contract Start Date | 1/11/2023 |
| Intended Delivery Date | 18/03/2023 |

**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 Department for Environment, Food and Rural Affairs acting as part of 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 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 Englandstaff 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**

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).

**Requirement**

The successful Contractor must acquire and collate data relevant to risks and opportunities for red-throated diver distribution within the OTE SPA. The aim is to build and more fully utilise the evidence base to inform Natural England's advice on the likely disturbance of red-throated divers from activities occurring or planned within or near the OTE SPA. The successful contractor will collate and analyse existing evidence within a spatial mapping tool or GIS package for use by Natural England staff. The successful contractor is also required to submit a research report detailing the methods used to derive the GIS package/ mapping tool including the suitability and any limitations of the tool.

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

Within the UK, red-throated divers (*Gavia stellata*) breed only in Scotland. In the non-breeding season, the species can occur around much of the UK’s coastline although most over-wintering birds join notable aggregations concentrated at a few locations. In 2008, it was estimated that the UK non-breeding population comprised 17,000 individuals (O’Brien et al, 2008).

This project will focus on the Outer Thames Estuary Special Protection Area (OTE SPA), which upon classification in 2010 supported an estimated 6,446 wintering red-throated divers, considered then to represent 38% of the GB overwintering population (Natural England & JNCC, 2010) Recent surveys have estimated the current average OTE SPA population at 18,079 overwintering individuals (APEM, 2013, Irwin et al., 2018) although this increase may be due to improved survey techniques (Irwin et al., 2018). The OTE SPA is of international importance for red-throated divers.

Red-throated divers are known to be highly sensitive to disturbance (Bradbury et al. 2014; Thompson et al., 2020, Allen et al., 2020). As a consequence of disturbance, red-throated divers are highly likely to be displaced by certain anthropogenic activities. The individual fitness and population-level consequences of this are not well understood (Thompson et al., 2020), but there is a growing body of evidence regarding the duration and extent of indirect habitat loss through displacement from both permanent structures and vessel movements.

Over time, consenting decisions (some pre-SPA classification) have created a situation where environmental limits relating to disturbance and consequent displacement are considered by Statutory Nature Conservation Bodies (SNCBs) to have been reached. This is reflected in the ‘reduce’ target for the disturbance attribute of [the site’s conservation objectives](https://designatedsites.naturalengland.org.uk/Marine/SupAdvice.aspx?SiteCode=UK9020309&SiteName=outer+thames&SiteNameDisplay=Outer+Thames+Estuary+SPA&countyCode=&responsiblePerson=&SeaArea=&IFCAArea=&NumMarineSeasonality=3) for red-throated divers. Further, in recent development casework relating to offshore wind farms Natural England’s advice was that Adverse Effect on Integrity could not be ruled out at OTE SPA due to the existing levels of red-throated diver displacement, and the need to ensure that disturbance of the feature within the SPA is reduced. This has had implications for recent developments, and activities associated with them that may affect red-throated divers. In consenting both East Anglia One North and East Anglia Two offshore wind farms the Secretary of State required compensation measures to be secured in the light of the scale of the indirect habitat loss for red throated divers inside the SPA that is predicted to arise because of these developments. Similar issues are likely to arise in relation to any new plan/project that is also predicted to further impact red throated divers and the availability of habitat to them within the SPA.

As new plans and projects are proposed that have the potential to further impact on the wintering red-throated diver feature at the OTE SPA, there is a growing need to fully understand the existing sources of displacement and explore opportunity areas in the context of red-throated diver distribution.

To facilitate early scoping and advice, Natural England propose the development of a mapping tool to be generated by consideration of spatial data detailing diver distribution (including modelled distribution and predictors of this), sources of displacement arising from existing activities, areas of opportunity (i.e., where it would be particularly beneficial to reduce displacement of red-throated divers and enable their re-occupation of preferred habitat), and management opportunities within the OTE SPA.

**Objectives**

The main objective of this project will be to produce a GIS package/ spatial data tool that characterises the spatial variation in i) the existing cumulative levels of disturbing activities, ii) the existing red-throated diver density, iii) the potential risks of further disturbance and displacement and iv) the potential opportunities to reduce existing cumulative levels of disturbing activities and so enhance availability of suitable habitat for red-throated divers inside the SPA. The more specific objectives are therefore to:

1. Appraise, acquire and collate relevant datasets (including modelled data) relevant to red-throated diver distribution and habitat preference / suitability, including areas of opportunity for red-throated diver habitat, in the OTE SPA;

2. Appraise, acquire, and collate relevant datasets (including modelled data) relevant to marine activities within the OTE SPA that are known to, or have the potential to, disturb and/or displace red-throated divers (including but not limited to offshore wind farms, fishing, aggregates licenses, shipping lanes, vessel movements and oil and gas extraction).

3. Appraise, acquire, and collate relevant datasets relevant to management of activities within the OTE SPA.

4. Devise a method of bringing together datasets acquired under objectives 1, 2 and 3 within a GIS package to formulate an opportunity and risk profile map that describes spatial variation across the SPA in, i) existing red-throated diver densities, ii) the cumulative levels of predicted red-throated diver disturbance, iii) risks of further disturbance/displacement of divers and iv) highlights opportunity areas where changed management of existing activities that currently disturb/displace red throated divers could result in enhanced availability of supporting habitat within the OTE SPA.

The spatial mapping tool will enable Natural England to provide rapid, evidence-based advice for an activity, plan, or project with respect to any likely additional adverse effect on integrity of the SPA for red-throated diver, including application of the outputs to determine where significant additional disturbance may be considered unlikely in the context of the definition in the conservation objectives of the SPA. The tool will also enable Natural England to identify areas within the SPA where there may be opportunities, (e.g., by targeted management of certain activities that currently disturb and/or displace divers) to increase habitat availability and diver usage from a currently suppressed level.

If the approach proves successful, Natural England anticipate future development and application and the tool/method to similarly map areas of risk to/opportunities for red-throated divers (and potentially other sensitive species) at other SPAs around England.

**Methods**

The successful Contractor will need to develop appropriate methods. An outline of these must be provided in the tender submission but finalised methods will need to be agreed with Natural England staff at project inception. It may be necessary to simplify complex data into categorical datasets, and indications of how this could be done should be included within any tender submitted. Considerations of appropriate spatial scale will be important. An outline of these methods should also be presented in the tender, allowing judgment of the likelihood of feasibility and success. This should include, as a minimum, outline details of methods designed to:

Collate and produce GIS layers for the relevant spatial data for red-throated diver density & distribution (including SPA monitoring data, publicly accessible data, e.g., from marine development, and any other data that may be acquired from e.g., developers, as well as relevant spatial model outputs where useful and accessible), considering the potential need to summarise multiple data sources into one ‘density’ layer.

Collate and produce GIS layers of likely preferred / suitable red-throated diver habitat, based upon understanding of red-throated diver association with spatial and temporal environmental predictor variables, both from the published studies conducted within the OTE SPA and wider marine environment (e.g. McGovern et al.,2016, [Skov et al. 2016](https://www.int-res.com/abstracts/meps/v542/p221-234/)).

Collate and produce GIS layers detailing the spatial variation in the current red-throated diver densities and cumulative sources of disturbance/displacement with consideration of appropriate gradated impact/displacement buffers (e.g., shipping lanes, vessel movement, offshore wind farms, aggregates licenses, fisheries, oil & gas, etc.).

Collate and produce GIS layers detailing the spatial variation in the level of risk of significant additional disturbance to red-throated divers that may arise from future activities/plans/project that have the potential to disturb/displace divers.

Collate and produce GIS layers detailing i) opportunity areas within the OTE SPA relevant to the distribution of red-throated diver i.e., areas that have the potential to provide suitable red-throated diver habitat and would benefit from additional management of activities that are currently reducing habitat availability and ii) key areas of habitat where activities and developments should be limited in future due to elevated levels of risk of further significant disturbance/ displacement of red-throated divers in/from those areas.

Develop a GIS package to assess the spatial data layers detailed above to output a spatial risk/opportunity profile across the OTE SPA. This should include consideration of how the ‘disturbance’ layer(s) can be combined to indicate cumulative disturbance, and how the effects of different pressures can be factored into the analysis (e.g., differential red-throated diver responses to infrastructure and marine traffic suggest the frequency and intensity of disturbance will be important risk factors).

**Products and project deliverables.**

The outputs of the project should be designed in such a way that they can be easily updated with new data in future. This could include macros / algorithms / code that perform calculations on data or summarise data in some way.

Outputs required are detailed below, under Key Deliverables (KDs) linked to the objectives previously described. On award of the contract, the supplier will be required to deliver the following:

KD1: Map in GIS: (i) existing red-throated diver density & distribution, (ii) preferred habitat including temporal features, (iii) existing licensed displacement-causing activities with appropriate (gradated if possible) buffers and (iv) areas of opportunity for red-throated diver within the OTE SPA. Consideration of any other spatial data required to make an impact risk assessment, which should also be mapped if possible (e.g., some non-licensed activity data may be available).

KD2: Develop a tool / GIS package to assess risk of displacement impacts to red-throated divers across the OTE SPA at an appropriate spatial scale, utilising and combining the data acquired for KD1. (As an example, a matrix scoring approach could be applied across the OTE SPA using a 1 km2 grid that might combine categorical diver densities x categorical habitat suitability x categorical level of existing impact within each cell).

KD3: A version of the tool/GIS package developed under KD2 that can be used to determine whether there are areas within the SPA where there is potential, through improved management of certain disturbing activities, to reduce current levels of displacement that are significantly suppressing diver usage where intrinsic habitat suitability is good. This would generate an ‘opportunity map’ where displacement impacts might be addressed, rather than a risk map.

KD4: A research report in Microsoft Word detailing all methods used to derive the tool / GIS package, including any data manipulation, summarising or categorisation of data, and a non-technical summary. The report should detail the suitability and limitations of the data used, any resulting implications on the efficacy of the tool, and make recommendations for further data collection if necessary. The report should include a fully detailed, instructive methodology that would enable a user to operate the tool / package.

KD5 - Analytical code or script (e.g. R or Python), and associated databases, used to carry out the analyses. Any code should be clearly annotated using suitable mark-up.

In delivering KD4, the contractor should use the Natural England report template and follow associated guidance when producing their report (see: [Natural England publishing standards for commissioned reports - NECR000](https://publications.naturalengland.org.uk/publication/5790636781600768)). This aims to speed up the report publication process and promote rapid access to evidence where appropriate.

All GIS datasets are to be provided in ESRI ArcGIS format compatible with ArcGIS 10.7, have attached metadata delivered to agreed standards and be clean of any topology errors. Point and polygon data should be supplied with the final analysis. All data provided must comply with Natural England metadata standards and GIS formats as outlined at Annex 1.

**Project management**

Once let, the following project milestones will apply:

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| Milestone | Responsible Party | Date of completion |
| Project inception meeting between contractor and Natural England, | NE and contractor | W/C 30/10/23 |
| Contractor to address any methodological issues discussed at the inception meeting and confirm approach with Natural England if required. | Contractor | 13/11/23 |
| Interim progress calls as required to discuss work packages and resolve any issues | NE and contractor | W/C 04/12/23 and W/C 08/01/23 (TBC) |
| Draft final report and associated products to be provided to Natural England for review. | Contractor | 5/02/23 |
| Comments on draft final report to be provided. | NE | 19/02/23 |
| Final report and all associated products to be delivered. | Contractor | 18/03/23 |

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.

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

Project support from dedicated project lead (NE project officer).

Relevant available data and guidance documents

Feedback comments on the draft final technical report

Opportunity to feedback and discuss progress with the NE project lead at regular intervals throughout the project.

**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 (for example the BTO) 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/BTO 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/BTO. 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 prior to approving subsequent payment for the work. Following discussion with and agreement from Natural England, the contractor is responsible for submitting all datafiles and associated metadata records to a pre-agreed public repository within a pre-agreed period following completion of the project.

**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 4 months to end no later than 18/03/2024. 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 are50% technical and 50% commercial, the winning tenderer will be the highest scoring combined score.

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

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| 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.

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| Q1. - Methodology | Detailed Evaluation Criteria |
| Please submit a document with the filename: : “xxxx\_E01\_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 and achievable methodology to deliver the requirements set out in the specification. * Has information in sufficient detail to allow a full appraisal of the suitability of the approach to deliver for the project.   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. |

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| Q2. Staff Technical Expertise | Detailed Evaluation Criteria |
| Please submit a document with the filename “xxxx\_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, ArcGIS software. * 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 50% (Maximum available marks)

Technical

Score = (Bidder’s Total Technical Score / Highest Technical Score) x 50% (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**

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Joint Nature Conservation Committee (2017) Joint SNCB1 Interim Displacement Advice Note Advice on how to present assessment information on the extent and potential consequences of seabird displacement from Offshore Wind Farm (OWF) developments, JNCC, Peterborough, UK [Joint SNCB Interim Displacement Advice Note (jncc.gov.uk)](https://data.jncc.gov.uk/data/9aecb87c-80c5-4cfb-9102-39f0228dcc9a/Joint-SNCB-Interim-Displacement-AdviceNote-2017-web.pdf)

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McGovern, S, Goddard, B and Rehfisch, M (2016) Assessment of displacement impacts of offshore windfarms and other human activities on red-throated divers and alcids. Natural England Commissioned Report NECR227

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Thompson, D.L., O’Brien, S., Ruffino, L., Johnson, L., Lehikoinen, P., Okill, D., Petersen, A., Petersen, I.K., Väisänen, R., Williams, J. & Williams, S. (2020) Red-Throated Diver Energetics Project - 2020 Field Season Report JNCC Report No. 673, JNCC Peterborough, UK, ISSN 0963-8091

**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 convicted  If 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX 3 Natural England data requirements**

This Annex provides high level guidance for contractors regarding Metadata and Geographic Information System deliverables. Final details of requirements for this project, with reference to the Specification, will be agreed with the Nominated Officer.

Natural England reserve the right to check the quality of all digital data and reserve the right to return any data that does not meet these compliance requirements. If any part of this guidance is unclear, please make early contact with the Natural England Nominated Officer who will be able to provide clarification in consultation with data management colleagues.

Metadata

A generic MEDIN compliant discovery metadata record should be completed for the project outputs as a whole and for each GIS layer generated. By generating MEDIN compliant metadata, Natural England gain required compliance with both INSPIRE Directive and UK GEMINI 2.1 metadata requirements, while using term list vocabularies fit for marine purposes. There are a variety of mechanisms for generating MEDIN compliant metadata available at the following link along with a full description of the MEDIN standard, XML encoding, and guidance documentation: <https://www.medin.org.uk/medin-discovery-metadata-standard>. Metadata derived as part of this project must be submitted to Natural England in an XML file which Natural England will archive through Data Archive Centres (DACs). Guidance ‘MEDIN Guidance for Contractors’ can be provided to the winning contractor.

Beyond the discovery metadata requirement, it is essential that the final GI datasets are accompanied by a detailed ‘readme.doc’ describing the file structure within submitted outputs, and clearly outlining file associations (e.g. layer files for colours/ fill patterns).

Geographic Information data - format for deliverables

GIS products should be compatible with ArcGIS Desktop 10.7. Data will be supplied as a series of Feature classes in a File geodatabase (.gdb) to an attribute structure to be agreed between the contractor and Natural England on commencement of the contract. One or more ArcMap Document files (.mxd) must be provided to pull out data into distinct layers based on its attribution and these will apply appropriate layer styling.

Data in the Feature classes of File geodatabases will be supplied using the following coordinate system parameters:

|  |  |
| --- | --- |
| Attribute | Value |
| Geographic Coordinate System | GCS\_WGS\_1984 |
| Datum | D\_WGS\_1984 |
| Prime Meridian | Greenwich |
| Angular Unit | Degree |

For the purposes of this project ArcMap document files (.mxd) are to display WGS84 data projected from requested feature classes in Lambert Azimuthal Equal Area projection based on ETRS 1989, using an appropriate (eg Petroleum EPSG) transformation between WGS 1984 and ETRS 1989.