



www.gov.uk/naturalengland

Request for Quotation:

Wintering bird surveys of potential functionally linked land associated with the Humber Estuary Special Protection Area and Ramsar, Yorkshire

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.

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

Email: Hannah.Gooch@naturalengland.org.uk

Date: 21 August 2023

Time: 09:00

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

Contact Details and Timeline

Hannah Gooch will be your contact for any questions linked to the content of the quote or the process. Please submit any questions by email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

| Action | Date |
|--|-------------------------|
| Date of issue of RFQ | 05-08-2023 at 09:00 GMT |
| Deadline for clarifications questions | 14-08-2023 at 13:00 GMT |
| Deadline for receipt of Quotation | 21-08-2023 at 09:00 GMT |
| Intended date of Contract Award | w/c 28-08-2023 |
| Intended Contract Start Date | 04-09-2023 |
| Intended Delivery Date / Contract Duration | 25-03-2024 |

Glossary

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

| | |
|-------------|--|
| “Authority” | Means Natural England who is the contracting authority. |
| “RFQ” | Means this Request for Quotation and all related documents published by the Authority and made available to suppliers. |
| “Response” | means the information submitted by a supplier in response to the RFQ. |
| “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.

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 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, exclusive 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 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.

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](#).
- meet the standards set out in the [Government's 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: Specification

Wintering bird surveys of potential functionally linked land associated with the Humber Estuary Special Protection Area and Ramsar, Yorkshire

Background

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: <https://www.gov.uk/government/organisations/natural-england>

Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy.

Natural England has a number of statutory roles including as a Statutory Nature Conservation Body (SNCB) under the Conservation of Habitats and Species Regulations 2017 (as amended) ('the Habitats Regulations'), where it has a duty to provide substantive advice to ensure that any direct, indirect and/or cumulative impacts of development proposals on European sites are addressed and ensuring that relevant legislation and guidance is followed.

The Humber Estuary

The Humber Estuary is protected under the Conservation of Habitats and Species Regulations 2017 (as amended) as:

- Humber Estuary Special Area of Conservation (SAC)
- Humber Estuary Special Protection Area (SPA)

The Humber Estuary is also designated as a wetland of international importance under the Ramsar Convention as:

- Humber Estuary Ramsar

These designations are in recognition of the international importance of the area for these habitats and species and afford legal protection against the deterioration of habitats and damaging impacts to the species (including disturbance) for which they have been

designated. The international designations are legally underpinned by a number of separate, nationally designated Sites of Special Scientific Interest (SSSIs) under section 28(1) of the Wildlife and Countryside Act 1981. These are namely:

- Humber Estuary SSSI
- North Killingholme Haven Pits SSSI
- Saltfleetby - Theddlethorpe Dunes SSSI
- The Lagoons SSSI

The Humber Estuary is located on the east coast of England, and comprises extensive wetland and coastal habitats. The inner estuary supports extensive areas of reedbed, with areas of mature and developing saltmarsh backed by grazing marsh in the middle and outer estuary. On the north Lincolnshire coast, the saltmarsh is backed by low sand dunes with marshy slacks and brackish pools. The estuary supports important numbers of waterbirds (especially geese, ducks and waders) during the migration periods and in winter. In summer, it supports important breeding populations of bittern *Botaurus stellaris*, marsh harrier *Circus aeruginosus*, avocet *Recurvirostra avosetta* and little tern *Sterna albifrons*.

Functionally Linked Land and the Humber Estuary

The Humber Estuary SPA is classified for a variety of rare and vulnerable wintering, passage and breeding birds. Terrestrial areas nearby are used extensively for roosting and foraging and provide important supporting habitats for some SPA bird species. At high tide, roost sites outside the designated site are at a premium. These supporting habitats may be used by SPA populations or some individuals of the population for some or all of the time. These areas are considered to be functionally linked to the designated site and are often referred to as functionally linked land¹. At the time of designation in 2007, there was insufficient evidence to include terrestrial FLL within the designated site boundary, which would have afforded protection to these sites. These supporting habitats can play an essential role in maintaining SPA species populations, and proposals affecting them may therefore have the potential to affect the SPA, however, the extent of habitat use around the Humber Estuary is not well understood as a whole.

This, combined with the high demand for development on land adjacent to the estuary, has resulted in increasing concern regarding the availability of FLL for Humber Estuary SPA birds. Loss of habitat may result in an increase in local bird densities and have consequences for individual bird fitness in terms of increased energy expenditure for flight, competition with other birds for food, and lack of knowledge of foraging resources in other areas which might make it more difficult to find food (Mander and others 2021²).

¹ Functionally linked land (FLL) refers to areas of land or sea outside a designated site which are considered to be critical to, or necessary for the ecological or behavioural functions of a qualifying feature for which a site has been designated.

² Mander, L., Scapin, L., Thxter, C., Forster, R. and Burton, N. (2021). Long-Term Changes in the Abundance of Benthic Foraging Birds in a Restored Wetland. Front. Ecol. Evol., Sec. Conservation and Restoration Ecology, Volume 9.

Consequently, this may lead to effects on breeding productivity and ultimately population size (Baker and others 2004³; Piersma and others 2016⁴; Studds and others 2017⁵).

This project is a component of a wider project that will respond to the challenge of balancing the demand for development land and the need to safeguard terrestrial supporting habitat for SPA bird species. The prime objective is to provide all those engaged with strategic planning and development management with a robust evidence base to assist in assessing plans and projects which could impact on the protected sites, while ensuring that sufficient feeding and roosting resources are available to SPA bird populations.

Habitat Suitability Modelling

The overarching aim is to identify areas that could be suitable feeding and roosting resource for SPA bird species. Habitat Suitability Modelling (HSM) has been suggested as a tool to identify such habitats.

HSM is a statistical technique that predicts the distribution of a species from environmental data and occurrence records and will highlight important or 'suitable' sites. Species records are entered into a modelling program, such as MaxEnt, alongside relevant environmental variables. MaxEnt is a machine learning process that predicts the geographical distribution of a species based on the environmental conditions at locations where the species is known to occur, using the maximum entropy method (Phillips and others 2006⁶). A presence-only approach is used where the values of environmental variables at the location a species has been recorded are compared with a random set of 'background' points or pseudoabsences that represent the environmental conditions available to a species across the region being modelled (Phillips and others 2009⁷).

The results provide information on the strength and direction of species-habitat relationships, which gives a more realistic picture of how a species interacts with its environment, rather than assuming that species' presence can be inferred from habitat type alone. Gridded habitat suitability maps can be generated, showing an estimate of the probability of presence or 'suitability' of habitats for a species across a region. These colour-coded maps make excellent decision-making tools for conservationists and planners and can be used to target conservation efforts to areas where they will be most beneficial.

³ Baker, A. J., Gonzalez, P. M., Piersma, T., Niles, L. J., de Lima Serrano do Nascimento, I., Atkinson, P. W., et al. (2004). Rapid population decline in red knots: fitness consequences of decreased refuelling rates and late arrival in Delaware Bay. *Proc. R. Soc. London. Series B: Biol. Sci.* 271, 875–882.

⁴ Piersma, T., Lok, T., Chen, Y., Hassell, C. J., Yang, H.-Y., Boyle, A., et al. (2016). Simultaneous declines in summer survival of three shorebird species signals a flyway at risk. *J. Appl. Ecol.* 53, 479–490.

⁵ Studds, C. E., Kendall, B. E., Murray, N. J., Wilson, H. B., Rogers, D. I., Clemens, R. S., et al. (2017). Rapid population decline in migratory shorebirds relying on Yellow Sea tidal mudflats as stopover sites. *Nat. Commun.* 8:14895.

⁶ Phillips, S.J., Anderson, R.P. & Schapire, R.E. (2006) Maximum entropy modelling of species geographic distributions. *Ecological Modelling*, 190, 231–259.

⁷ Phillips, S. J., Dudík, M., Elith, J., Graham, C. H., Lehmann, A., Leathwick, J., & Ferrier, S. (2009) Sample selection bias and presence-only distribution models: implications for background and pseudo-absence data. *Ecological Applications*, 19, 181–197.

Natural England has identified three wading bird species that are associated with the Humber Estuary SPA, but which are typically found across the Humber Estuary and its hinterlands, during the passage and wintering period. These species are golden plover *Pluvialis apricaria*, lapwing *Vanellus vanellus* and curlew *Numenius arquata*. Golden plover is an individually notified species on the SPA citation, whereas lapwing and curlew are part of the waterbird assemblage.

Foraging ranges suggest that it is possible for birds from the Humber Estuary to travel further than 10 km, particularly wintering lapwing and golden plover. However, it is very difficult at greater distances to determine if these birds are from the estuary with any certainty, or whether the individuals recorded are part of a separate population from the Humber. Therefore, we consider that within 10 km from the SPA boundary is an appropriate area to focus survey effort.

Requirement

This work is being led by the Yorkshire and Northern Lincolnshire area team in Natural England. As an evidence-based organisation, we need to ensure that we have the best available information to inform our advice to decision making bodies on land use changes that may impact the Humber Estuary, such as planning applications. Natural England is exploring the possibility of using Habitat Suitability Modelling (HSM) as a tool to identify potential functionally linked land around the Humber Estuary for three wading bird species.

The aim of this project is to undertake systematic surveys, collecting species presence data suitable for use in Habitat Suitability Models for passage and wintering waders (namely curlew *Numenius arquata*, golden plover *Pluvialis apricaria* and lapwing *Vanellus vanellus*) within a 10 km buffer of the Humber Estuary SPA.

Passage and wintering bird surveys

The survey should follow the methodology outlined below. This methodology has been developed by reviewing existing survey guidelines, and adapting these for the purpose of this project based on experience and ecological knowledge.

Survey area

We propose using a systematic sampling design based on a grid (see Figure 1). The study area was defined by creating a 10 km buffer around the Humber Estuary SPA. A grid of 10 km² squares aligned with the Ordnance Survey grid was overlaid on the study area. At the centre of each grid, a 2 km² square (tetrad) was selected as the survey site. This results in 25 independent survey sites across the study area that are 10 km apart (centre to centre). Six of the 25 survey sites have been repositioned from the centre of the grid due to overlap with the SPA boundary. These squares, and others, may need to be repositioned further upon closer inspection, e.g. if the original square does not contain appropriate habitat, to avoid access issues, or to provide a more representative sample (e.g. of habitat types or distances to the estuary). The neighbouring square immediately to the north of the original square should be checked for suitability first, followed by the next neighbouring square to the northeast, moving clockwise around the original square until a suitable survey site is located. All survey sites should be >5 km apart to avoid pseudoreplication.

Within each 2 km² survey square, vantage points should be selected to cover as much of the survey square as possible and should be located to encompass a range of terrestrial habitats, including fields, grassland, arable farmland, wetlands, brownfield sites, etc. Some vantage points should be selected to cover areas adjacent or close to woodland and urban areas to provide a representative range of habitats. Care should be taken not to flush birds while moving between vantage points, and this should also be considered when selecting vantage points. Vantage points may be on public rights of way or private land, subject to appropriate access arrangements. Roads may also be used for vantage points and do not require access permissions. The exact locations will need to be planned in conjunction with site visits. We expect that the successful contractor would gain appropriate access agreements, as required (see section 3 below).

In addition, we propose to supplement these samples with a sample of additional survey squares within 2 km of the SPA boundary. The extent of suitable habitat within 2 km suggests that, in most cases, usage of this more limited foraging resource by SPA bird populations is likely to be more significant. Therefore, we are considering adding an additional four survey sites. Where, in Figure 1, the squares have been re-positioned, we propose selecting an additional survey square on the opposite bank of the Humber Estuary.

Survey methods

Each vantage point survey should be undertaken either once or twice per month (and ideally two weeks apart) both during the day and at night from October to March inclusive. Surveying within these months should allow both passage and wintering birds to be recorded. Surveys should cover the extremes of spring/ neap tide cycle and across the high/ low tide cycle to pick up any seasonal and tidal variation. Tide times should be obtained from a reliable source, such as the UK Hydrographic Office's ADMIRALTY Tidal Prediction Service (www.easytide.admiralty.co.uk), and taken from the closest available location to each survey site. Surveys must be carried out in fine weather conditions with good visibility, wind speeds below 18 mph and with less than 10% snow cover on the ground. The same survey effort should be undertaken at all sampling sites.

The location of each bird or flock should be recorded using the finest possible resolution (ideally <50 m) and the distance from the vantage point that the bird was detected should be recorded. Birds should be counted, and their behaviour recorded (e.g. foraging, roosting). It should be noted that birds recorded as flying cannot be used as part of the model, however, if they land this should be recorded. Males/ females and adults/ juveniles should also be differentiated, if possible. Efforts should be made to avoid counting birds more than once. To minimise disturbance and prevent flushing of birds, surveyors should walk quietly and slowly, and around flocks if possible, when they are moving between vantage points.

Appropriate metadata should be collected, such as recorder name, date, time, weather conditions (e.g. temperature, wind speed, cloud cover, rainfall), tidal state, moonlight levels and presence of artificial light (night surveys), equipment and settings used, and other relevant notes. All information should be entered into standardised recording forms. The vantage point locations and survey effort should be recorded and kept the same throughout the surveys. Anecdotal records could also be made for other wading bird species during the surveys, but the target species should be given priority. To save time during survey, habitat data could be recorded on a separate occasion, e.g. during reconnaissance visits to plan routes and check access.

Binoculars or a scope should be used for daytime surveys. Surveys carried out at night will require specialist equipment. A combined approach using infrared night vision and thermal imagery has been found to maximise efficiency and accuracy (Payne 2021⁸). Infrared night vision typically allows for accurate species identification and behavioural observations but counting large flocks can be time consuming, whereas thermal imagery is useful for finding

⁸ Payne, W. (2021) Birds after dark: Nocturnal surveys on the Humber Estuary. Humber Nature Forum, 21 February 2021. Available at: <https://www.youtube.com/watch?v=N2oXhmEEmj0>

hidden or camouflaged birds and allows for faster counts. An expert in this field should be consulted.

Data from one survey season may provide sufficient species records for HSM. This would need to be reviewed once the full set of surveys have been completed, and the species data collated and filtered. Surveys may need to be repeated during one or more seasons if insufficient species records are collected (ideally >100 as this is needed to ensure model performance), or if the full set of surveys could not be completed, e.g. due to adverse weather conditions, disturbance events.

Information and guidance on requesting baseline digital geographical data from Natural England can be found on our website [at Geographical Information for contractors and partners](#), if needed.

Access Permission Letters

The trigger for needing to obtain a power of entry is the need to physically enter land. You do not require any permission to make road-based observations from outside of the relevant land.

To ensure that any permission provided is informed permission (*i.e.* the owner/occupier knew exactly what they were permitting), letters requesting permission should be clear on:

- What permission is being requested
- When you will be undertaking the activities
- How you will be undertaking the activities
- Where you will be undertaking the activities
- and possibly why you will be undertaking the activities - note that if you're being specific about the project/work area you're collecting data for, it is preferable to state that:
 - data collected may also be used in other Natural England work in future;
 - results (though no personal data) will be published under the Open Government Licence unless there are sensitive species or habitats etc; and
 - Natural England may share the data collected with similar organisations.

Natural England needs to be able to evidence the request for consent, and the consent being provided (including how and when).

Asking the owner/occupier to sign and return a written form is the best method of obtaining this evidence. If the landowner emails in, best practice is for them to clearly refer to our request for permission. If permission is obtained via phone call you should make a file note confirming who confirmed consent (and when) and ask the owner/occupier to confirm in writing. Use of online forms is risky as many form providers store data outwith the UK/EU which breaches our data protection duties and what we have told individuals in our Privacy Notices.

You also need to provide a privacy notice - check if there is an [existing notice online](#) which is suitable for your letter and liaise with your Natural England contact if not.

Standards for data capture

| | |
|--|---|
| File format | <p>ESRI shp or gdb</p> <p>If MapInfo software is used then data must be converted to ESRI using either: the file conversion tools within that software; FME software; or download freely available conversion software such as QGIS</p> |
| Geographic projection/spatial reference | <p>If data is on or near land then use British National Grid co-ordinate systems.</p> |
| Units | <p>Coordinate units: metres</p> <p>Distance units: metres</p> <p>Area units: hectares</p> |
| Digitising | <p>Using Ordnance Survey MasterMap (as supplied)</p> |
| Point data | <p>Point data must be accurate to 10 metres.</p> <p>Point data should be collected in the field using GPS wherever possible.</p> <p>Grid references collected in the field should be to at least 8 figures, e.g. SE832413.</p> |

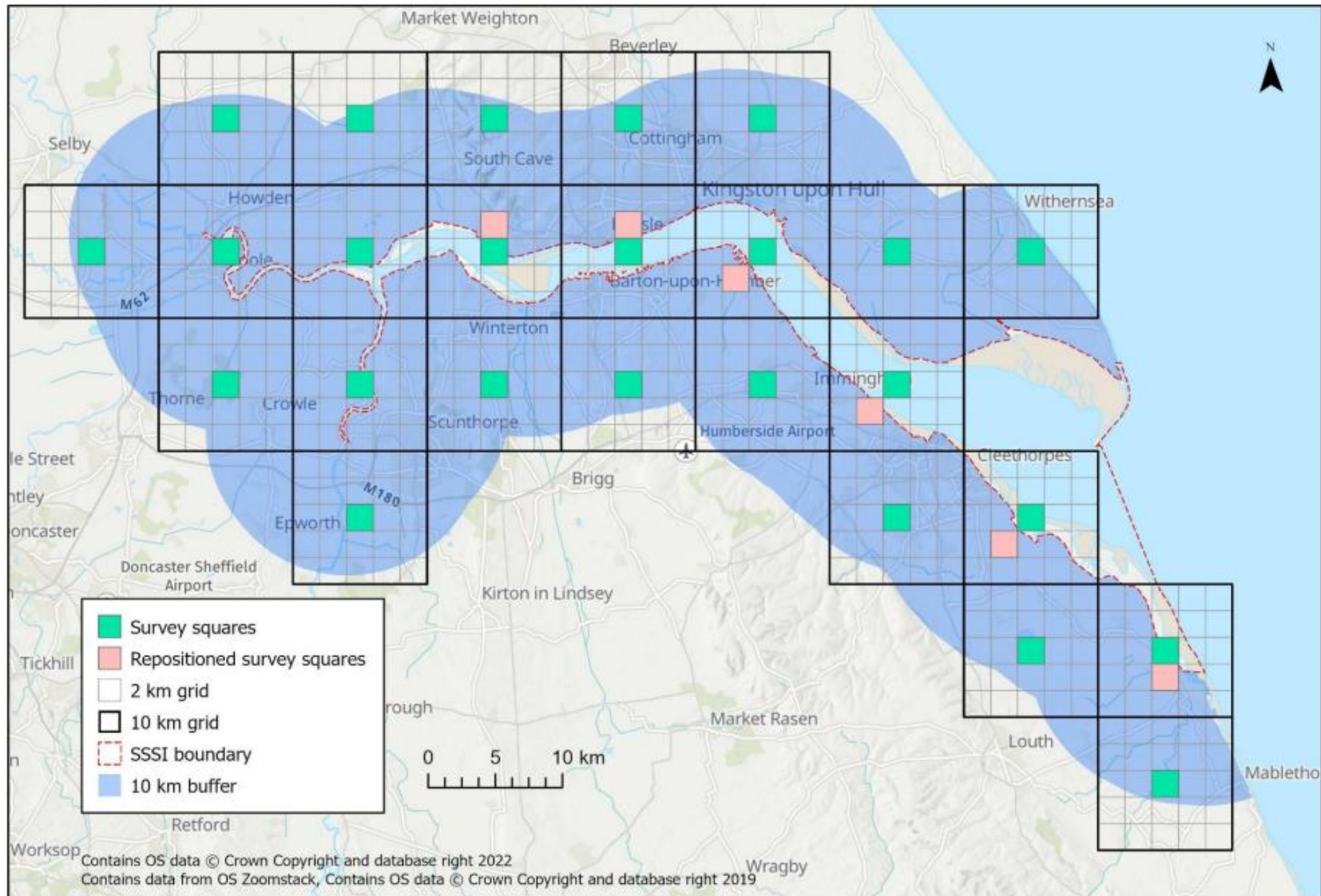


Figure 1. Map of the Humber Estuary showing potential survey squares (tetrads) and the 10 km² grid used in site selection.

Sustainability

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

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

Contract Management

This contract shall be managed on behalf of the Authority by:

Project officer: Hannah Gooch

Support officer: Katharine Carson

The project officer will serve as the principal point of contact from Natural England. They will be responsible for the day-to-day management of this contract and will coordinate Natural England's attendance at regular meetings to review the work and ensure it meets the project's aims and objectives. As outlined below, meetings will be incorporated into the programme of works to discuss progress and facilitate feedback provision. Meetings will be organised by the contractor.

The contractor will be expected to appoint a Project Manager who will act as the principal point of contact and will be responsible for the day-to-day management of the project. The contractor will be required to regularly update the Natural England Project Officer on project progress via email and meetings, arranged by the contractor, where necessary. Any unforeseen issues arising during the contract must be raised with the Project Officer as early as possible to facilitate prompt resolution. The contractor is responsible for assessing the risks associated with the project as planned and for putting in place mitigation measures to respond to them.

| Reference | Deliverable | Responsible Party | Date of completion |
|---------------|--|-----------------------------|--------------------|
| Task 1 | <p>Project inception meeting.</p> <p>Key project milestones for fieldwork, data collation and analysis, and submission of completed draft and final reports will be agreed at a project inception meeting between the supplier and the Project Officer in advance of fieldwork. Proposed methodology discussed. This meeting will take place via video conference.</p> | Contractor/ Natural England | W/c 11/09/2023 |
| Task 2 | <p>Methodology, sample sites and recording forms finalised.</p> <p>Confirmed via email.</p> | Contractor | W/c 25/09/2023 |
| Task 3 | Draft Report (not including March survey results) | Contractor | W/c 11/03/2024 |
| Task 4 | Surveys complete | Contractor | W/c 25/03/2024 |
| Task 5 | Final Report | Contractor | W/c 25/03/2024 |
| Task 6 | Present findings to the Natural England and other interested parties | Contractor | W/c 25/03/2024 |

Personal Data

Suppliers must not process or use systems which store personal data outside of the UK or any country deemed adequate for data protection purposes by the UK.

When processing Personal Data, the Supplier shall ensure that it has implemented appropriate technical and organisational measures to ensure the security of the personal data and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of or damage to the personal data and promptly notify Natural England of any breach of these measures.

The Supplier shall not knowingly or negligently do or omit to do anything which places Natural England in breach of its obligations under Data Protection legislation and shall provide Natural England with such information as it may reasonably require to satisfy itself that the Supplier is complying with its legal obligations.

The Supplier shall notify Natural England within two working days if it receives a request from a data subject to have access to their personal data; or otherwise receives a complaint or request relating to personal data and provide Natural England with full cooperation and assistance in relation to any complaint or request within the relevant time scales and in accordance with Natural England's instructions.

The retention period for all personal data will not exceed the life of the contract. All personal data should be sent to Natural England at the end of the contract in a format compatible with Excel and csv.

Intellectual Property

The Intellectual Property Rights resulting from the work shall belong to Natural England.

The cover of all reports or drawings will include a statement © Natural England and the date of creation.

The supplier can request to use data held by Natural England and complete some of our contractor licences at <https://www.gov.uk/guidance/how-to-access-natural-englands-maps-and-data#request-data>.

Any data reproduced in all or in part, in the works the supplier submits, or used to derive the work must be owned by or licensed to Natural England. If you're contacting data owners to request access to their data and/or a licence, Natural England can provide standard wording.

The Supplier shall indemnify and keep indemnified Natural England against all actions, claims, demands, losses, damages, costs and expenses and other liabilities Natural England may suffer or incur arising from any infringement or alleged infringement of any third-party Intellectual Property Rights except to the extent that they have been caused by or contributed to by Natural England's acts or omissions.

The supplier must provide Natural England with details of any third-party data consulted or incorporated, and the processes used either within the report, or in the Lineage section of the metadata (see *Outputs*).

Outputs

Spatial Data

- Data should be provided as an excel spreadsheet and GIS files. This should include the bird data as well as the locations of the vantage points and survey areas.
- Spatial data must be in ESRI Shapefile or Geodatabase (v10.2.2 with a .lyr file) format and must have been through the Esri Check Geometry tool.
- Reports or documents that give more detailed information on the creation of the dataset or how to use the data should be in Word or PDF format.
- Summary survey results maps should be provided in jpg or pdf format.
- You must attach a metadata file (we can provide a template) with your output so we can easily understand the lineage (what information products have been used in the output) and ensure the correct licensing and copyright attributions are applied.
- All data, media of any nature containing information and data or other material belonging to Natural England or relating to the Services shall be delivered promptly.

Reports

- The supplier must comply with [Natural England publishing standards for commissioned reports \(NECR000\)](#) and use the report template provided on the page, following the guidance within it.
- The supplier must not make any changes to the templates, including to heading styles and font sizes.
- The supplier must include a clear section on any third-party data replicated or used to derive the output from, and how, within the report.
- The supplier must submit the final report draft as a Word file (not PDF) to the Natural England contact.
- All reports should be submitted according to the timescales provided.

It is important to record the survey logistics for all parts of the sites sampled, in order to document survey effort and aid future sampling exercises, if required.

The written survey report (MS word and pdf) must include:

- Basic site details

- The accurate position(s) of the sample points on a suitably scaled map (GPS-Derived map references are compulsory and required for obtaining quality data)
- Method(s) used
- Time spent, date, weather conditions and tidal state
- Results:
 - Species recorded in an Excel spreadsheet
 - Grid references and maps for each sample point
- References

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. Natural England should be invoiced once the final report, maps and data have been supplied to and signed off by Natural England at the end of the project.

It is anticipated that this contract will be awarded for a period of 29 weeks to end no later than 31 March 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 (quality) – 60%

Commercial (price) – 40%

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 | 1 question Q1 (30% of technical score available) Provide details of the methodology and |

| | | | | |
|--|--|--|--|---|
| | | | | approaches proposed to deliver the requirements of this project. |
| | | | Key personnel and technical expertise | <p>1 question</p> <p>Q2 (30% of technical score available)</p> <p>Provide details of the key personnel proposed to deliver the requirements of this project.</p> |
| | | | Project and Risk Management | <p>2 questions</p> <p>Q3.1 (10% of technical score available) Provide details of how you intend to manage the project to identify risks and ensure that project tasks are achieved within the timescales.</p> <p>Q3.2 (10% of technical score available) Provide details of how you intend to quality assure work undertaken as part of this project.</p> |
| | | | Health & Safety | <p>1 Question</p> <p>Q4 (10% of technical score available)</p> <p>Provide a short assessment of potential health and safety risks associated with the project and how you would mitigate these.</p> |

| | | | | |
|-------------------|------------|---|-------------------------------------|---|
| | | | Environmental Sustainability | 1 Question Q5 (10% of technical score available) Provide evidence that you pursue sustainability in your operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to its objectives. |
| Commercial | 40% | Whole life cost of the proposed Contract | Commercial Model | (100% of commercial score available) |

Scoring responses

Technical (60%)

Technical evaluations will be based on responses to specific questions covering key criteria which are outlined below. Scoring responses 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 Provide details of the methodology and approaches proposed to deliver the requirements of this project. | <p>Your response should:</p> <ol style="list-style-type: none"> 1) Demonstrate a clear understanding of the nature of the requirements. 2) Be a clear, practical, achievable, and cost-effective methodology to deliver these requirements. Including a proposed outline schedule or timetable of works and details of how the survey area will be covered. 3) Have sufficient detail to allow a full appraisal of the suitability of the approach to deliver for the project. |

| Key personnel and technical expertise | Detailed Evaluation Criteria |
|---|--|
| Q2 Provide details of the key personnel proposed to deliver the requirements of this project. | <p>Your response should:</p> <ol style="list-style-type: none"> 1) Provide relevant qualifications, technical merit and experience of the project team personnel that would be engaged on the contract. Please include abridged CVs of the proposed team members. 2) Provide examples of similar projects that the team have worked on to demonstrate recent experience of passage/ wintering bird surveys associated with functionally linked land and analysis, presentation and reporting of data generated from surveys. |

| Project and Risk Management | Detailed Evaluation Criteria |
|--|--|
| Q3.1 Provide details of how you intend to manage the project to identify risks and ensure that project tasks are achieved within the timescales. | <p>Your response should:</p> <ol style="list-style-type: none"> 1) Provide an assessment of the potential risks to project delivery and mitigation (including contingency in the event of delays) 2) Detail how you intend to manage the contract, including any consortium or sub-contracting arrangements, to ensure that project tasks and timescales are achieved. |
| Q3.2 Provide details of how you intend to quality assure work undertaken as part of this project. | <p>Your response should:</p> <ol style="list-style-type: none"> 1) Demonstrate quality assurance measures that will be implemented to ensure deliverables are provided to a high standard, efficiently and on time. |

| Health and Safety | Detailed Evaluation Criteria |
|---|--|
| Q4 Provide a short assessment of potential health and safety risks associated with the project and how you would mitigate these. | <p>Your response should:</p> <ol style="list-style-type: none"> 1) Identify and describe how you will manage any health and safety issues associated with this project. Please provide examples of the following documents as evidence of your risk management, health and safety and environmental policies and procedures: <ul style="list-style-type: none"> • A field survey risk assessment • Lone working practices • Health and Safety policies / certificates |

| Environmental Sustainability | Detailed Evaluation Criteria |
|---|--|
| Q5 Provide evidence that you pursue sustainability in your operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to its objectives. | <p>Your response should:</p> <ol style="list-style-type: none"> 1) Describe your approach to sustainability and how this will be managed and adopted throughout the project. The successful contractor is likely to be able to provide a copy of their environmental policy and any environmental accreditation schemes, which they have been awarded or are working towards. |

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.

The exact requirement for the field survey methodology has not been finalised and will be agreed with the successful supplier. Therefore, we would like to receive quotations for four possible scenarios which are set out below. Please indicate in your response if you wish to only offer quotation for a particular scenario(s).

We are considering either one or two survey visits per month to either 25 or 29 sample sites.

Scenario 1: One visit per month to 25 sample sites.

| Deliverable | Grade of Staff | Day Rate | Number of Days | Total Cost |
|---|----------------|----------|----------------|------------|
| Project management meetings | | | | |
| Pre-survey reconnaissance | | | | |
| Field survey | | | | |
| Collation and analysis of results | | | | |
| Reporting | | | | |
| Other costs including materials / equipment | | | | |
| Travel & Subsistence | | | | |
| Total excl. VAT | | | | |

Scenario 2: Two visits per month to 25 sample sites.

| Deliverable | Grade of Staff | Day Rate | Number of Days | Total Cost |
|-----------------------------------|----------------|----------|----------------|------------|
| Project management meetings | | | | |
| Pre-survey reconnaissance | | | | |
| Field survey | | | | |
| Collation and analysis of results | | | | |
| Reporting | | | | |

| | | | | |
|---|--|--|--|--|
| Other costs including materials / equipment | | | | |
| Travel & Subsistence | | | | |
| Total excl. VAT | | | | |

Scenario 3: One visit per month to 29 sample sites.

| Deliverable | Grade of Staff | Day Rate | Number of Days | Total Cost |
|---|----------------|----------|----------------|------------|
| Project management meetings | | | | |
| Pre-survey reconnaissance | | | | |
| Field survey | | | | |
| Collation and analysis of results | | | | |
| Reporting | | | | |
| Other costs including materials / equipment | | | | |
| Travel & Subsistence | | | | |
| Total excl. VAT | | | | |

Scenario 4: Two visits per month to 29 sample sites.

| Deliverable | Grade of Staff | Day Rate | Number of Days | Total Cost |
|-----------------------------|----------------|----------|----------------|------------|
| Project management meetings | | | | |
| Pre-survey reconnaissance | | | | |

| | | | | |
|---|--|--|--|--|
| Field survey | | | | |
| Collation and analysis of results | | | | |
| Reporting | | | | |
| Other costs including materials / equipment | | | | |
| Travel & Subsistence | | | | |
| Total excl. VAT | | | | |

Calculation Method

The method for calculating the weighted scores is as follows:

- Commercial Score = $(\text{Lowest Quotation Price} / \text{Supplier's Quotation Price}) \times [40\%]$ (Maximum available marks)
- Technical Score = $(\text{Bidder's Total Technical Score} / \text{Highest Technical Score}) \times [60\%]$ (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:

1. Commercial Response template (one per scenario)
2. Separate response submission for each technical question (in accordance with the response instructions)
3. Mandatory Requirements (Annex 1)
4. 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 asked to accept the award offer either by return of email confirming acceptance or returning a sign and scanned copy of the letter, which will form the contract.

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) | <p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.</p> <p>Identity of who has been convicted.</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p> | |
| 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 | (Yes / No) |

| | | |
|--------|---|--|
| | 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? | |
| 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) | <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>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</p> | |
| 2.2(b) | Breach of environmental obligations? | <p>(Yes / No)</p> <p>If yes please provide details at 2.2 (f)</p> |
| 2.2(c) | Breach of social obligations? | <p>(Yes / No)</p> <p>If yes please provide details at 2.2 (f)</p> |
| 2.2(d) | Breach of labour law obligations? | <p>(Yes / No)</p> <p>If yes please provide details at 2.2 (f)</p> |

| | | |
|---------|---|--|
| 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 _____