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Request for Quotation

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Collation of evidence for a U.K. definition of Favourable Conservation Status for sandbanks and other sublittoral sediment habitat types

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

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

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

Email: Lucy May <u>lucy.may@naturalengland.org.uk</u>

Date: 18/09/2023

Time: 17:00

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

Contact Details and Timeline

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

Action	Date
Date of issue of RFQ	28/08/2023 at 12:00
Deadline for clarifications questions	15/09/2023 at 17:00
Deadline for receipt of Quotation	18/09/2023 at 17:00
Intended date of Contract Award	20/09/2023
Intended Contract Start Date	21/09/2023
Intended Delivery Date / Contract Duration	31/01/2024

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):

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

Conditions applying to the RFQ

You should examine your response to the RFQ and related documents ensuring it is complete prior to submitting your completed quotation.

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

The supplier by submitting a quotation is deemed to accept the terms and conditions in the RFQ. Failure to comply with the instructions set out in the RTQ may result in the supplier's exclusion from this procurement.

Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

Mandatory Requirements

The RFQ includes mandatory requirements and, if you do not comply with them, your quotation will not be evaluated.

Clarifications

The Authority reserves the right to discuss, confidentially, any aspect of your quotation with you prior to any award of Contract to clarify matters.

Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you in writing and may extend the deadline for receipt in order to give you a reasonable time in which to take the amendment into account.

Conditions of Contract

The terms and conditions attached will be included in any contract awarded as a result of this RFQ process. The Authority will not accept any material changes to these terms and conditions proposed by a supplier.

Specification

The Authority is Natural England. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information about the Authority can be found at: Natural England

1. Introduction

Defining Favourable Conservation Status Project

Natural England's Defining Favourable Conservation Status (DFCS) Project aims to produce definitions of favourable conservation status that will support the delivery of the biodiversity components of many aspects of Natural England's work.

The project has developed an approach to defining Favourable Conservation Status in England and has published several definitions of favourable conservation status. For marine habitats, favourable conservation status definitions so far have been produced for reefs and seagrass beds (Natural England, 2021; Natural England 2023).

This project will begin the FCS process for sublittoral sediment habitats, including sandbanks. "Sandbanks which are slightly covered by seawater all the time", listed under Annex I of the Habitats Directive (92/43/EEC), and its sub-types gravelly and clean sands, muddy sands, and maerl beds are the main focus of this project. MCZ broadscale habitats and features of conservation importance relevant to subtidal sediment /sandbanks should also be considered:

- Subtidal coarse sediments
- Subtidal sand
- Subtidal mud
- Subtidal mixed sediments
- Maerl beds
- Sea-pen and burrowing megafauna communities
- Ocean quahog

The data collation exercise should consider sub-features independently, not just where they relate to Annex 1 sandbanks. The information provided in this review will be used by Natural England to inform the production of favourable conservation statuses for various sublittoral sediment habitats, including sandbanks.

2. Requirement

2.1 Aims

The Favourable Conservation Status definitions are based on the best available evidence and Natural England is seeking external support in the collation of the key evidence relating to sandbanks and other sublittoral sediment habitat types in inshore and offshore waters in England.

The main aim of this project is a literature search and data gathering exercise, identifying and using the most relevant sources, and then to draw out the key points demonstrated by the evidence. Outputs should be in the form of a report and spatial data layers provided in ESRI ArcGIS format compatible with ArcGIS 10.2 and have attached metadata (see Section 4 for more information on data standards).

2.2 Objectives

The Favourable Conservation Status definitions are set out in terms of three parameters: natural range and distribution; area; structure and function attributes (quality). The evidence review should include all features of conservation importance (FOCI) in MCZs and the SAC feature "Sandbanks which are slightly covered by seawater all the time" and sub-types (as listed above), and consider any available data for similar habitats outside the existing MPA network. Objectives include gathering evidence and information on:

- Current situation in terms of distribution, extent, patch size and connectivity.
- Historical distribution, extent and quality; how this has changed over time and the reasons for change.
- Create an Annex I sandbank inventory, summarising key ecological information inside and outside the MPA network e.g., extent of sandbank, sub type of sandbank, mobility, water depth, range of biotopes present, anything relevant that makes a particular sandbank unique e.g. at limit of range, characterising species, presence and quantity of blue carbon habitats. Sandbanks inside and outside MPAs should be quantified by type, e.g., indicate if sandbanks are:
 - 1) Sandy mounds; or
 - 2) Tidal sandbanks that are either:
 - Open shelf ridge sandbanks;
 - Estuary mouth sandbanks; or
 - Headland associated banks
- Create an additional sublittoral sediments inventory, summarising key ecological
 information inside and outside the MPA network e.g., extent of habitat, water depth, range
 of biotopes present, anything relevant that makes that particular habitat unique e.g. at
 limit of range, characterising species, presence and quantity of blue carbon habitats. This

- should be undertaken for all habitats set out in Section 1 that do not constitute as an Annex I sandbank or a subfeature thereof.
- The pressures and threats affecting the habitat/s and therefore how distribution, extent and quality may change in the future. This should build on the characterisation of main pressures/threats undertaken as part of Article 17 reporting and set out known impacts, and any management currently in place or proposed. Review all sandbanks across the network and assess what has been lost/ impacted or is in the most degraded condition and the category of sandbank feature or subfeature.

3. Report standards

The key evidence should be set out in a report and within text references should be used to indicate the evidence sources. All evidence from literature and data sources should be given one of three confidence levels (High, Moderate, Low), based on the quality of the evidence, its applicability to sandbanks or other sublittoral sediment habitats in England and the level of agreement. This is particularly important where interpretation of the data may vary. The assessment of the confidence level to be used is shown in the following matrix (after Mastrandea *et al.*, 2010). White = High confidence; Light blue = Moderate confidence and Dark blue = Low confidence.

Limited evidence	Medium evidence	Robust evidence
Strong agreement	Strong agreement	Strong agreement
Limited evidence	Medium evidence	Robust evidence
Medium agreement	Medium agreement	Medium agreement
Limited evidence	Medium evidence	Robust evidence
Weak agreement	Weak agreement	Weak agreement

Quality of evidence is defined as follows:

- Robust evidence is that which has been reported in peer-reviewed literature, or other reputable literature, from well-designed experiments, surveys or inventories that shows signs of being applicable generally.
- Medium evidence is that reported from well-designed experiments, surveys or inventories but from only one or a small number of sites, with uncertainty over its more general applicability, or is correlational or circumstantial evidence.

• Limited evidence includes 'expert opinion', based on knowledge of ecological factors that plausibly suggest an effect, but there is no circumstantial or direct evidence available.

Agreement is defined as follows:

- Strong agreement is consensus across the literature and amongst those with expertise on the habitat or species.
- Medium agreement is common consensus across the literature and amongst experts but there are some differing papers or reports and/or some differences of opinion.
- Weak agreement is little consensus across the literature and amongst experts and, possibly, many different findings and/or opinions.

All literature and data references should be listed in an Annex to the report, in a format consistent with British Standards, with any links if Open Access.

Natural England's definitions of Favourable Conservation Status are published on the <u>Access to Evidence Catalogue</u> under the Open Government Licence v3.0 for public sector information. We encourage our readers to use, and reuse, information subject to certain conditions. Therefore, you must ensure that full copyright information is included for any data, figures, photographs or maps used within your report and that Natural England has permission to use and publish this information.

You may also provide an initial authors view on favourable status for sandbanks and other habitats listed in Section 1 but the final definition of Favourable Conservation Status will be produced by Natural England.

Examples of completed favourable conservation status definitions, incorporating the key evidence points, can be found on Natural England's <u>Access to Evidence</u> catalogue to show the level of detail required in the document. The Access to Evidence pages also provide a methodology document "<u>Defining Favourable Conservation Status in England</u>" which outlines our approach and methods for defining Favourable Conservation Status.

4. Data standards

Data must be interpreted, analysed and presented in light of the aims and objectives as set out above. Contractors should pay particular consideration to the data and GIS required formats for information compatibility including MEDIN metadata standards. All datasets must have associated metadata, data licensing agreements in place and meet appropriate organisational metadata

standards. Metadata should be supplied for any derived data. Relevant metadata standards are a requirement for data which Natural England publishes externally.

All interpreted products following data analysis should accompany the draft report; these will include:

- All GIS datasets need to be provided in ESRI ArcGIS format compatible with ArcGIS 10.2 and have attached metadata.
- All GIS files containing habitat data for each individual survey need to be produced to the MESH translated habitat Data Exchange Format (DEF) to the most detailed EUNIS habitat level possible. MNCR (v15.03) data should be added to the ORIG_HAB column. The GUI provided by Natural England for each survey will be used, and as much information as possible (e.g. survey name, originally assigned feature/habitat name etc.) from the original dataset, as well as any documentation provided (where available) should be included in the resulting datasets to maintain a useful audit trail. As specified in the MESH DEF, data files must be provided as ESRI Shapefiles or as a feature class data within a geodatabase using the WGS1984 geographic coordinate system and lat/long coordinates.
- A MESH data confidence assessment for each habitat map should be calculated and provided in a 'MESH confidence scoresheet' *.XLS file. The confidence assessment process is described and a template provided in the following MESH resources <u>The</u> <u>MESH Confidence Assessment Scheme</u>.
- Accompanying metadata for the data set must meet the <u>MEDIN metadata discovery standard</u>. 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 Evidence for Contractors' will be provided to the winning contractor.

All data products and electronic files must be appropriately named so they sufficiently describe the contents and are not purely a numerical value. All products should be named appropriately so that they can be clearly linked to the report/project.

5. Timeline for project delivery

Event	Date	Payment schedule
Natural England to supply data to contractor	30/11/2023	
Contractor and NE meeting to discuss range of datasets identified	31/10/2023	
Draft final report and associated products to be provided by contractor to Natural England	15/01/2024	
Final report and data to be delivered	31/01/2024	Full payment

6. Other

In support of this contract NE will provide the winning supplier with:

- Project support from dedicated Project Officer
- Opportunity to feedback and discuss progress and the project
- Supporting GIS datasets (if required) under licence for use in this contract:
 - Base map data from <u>Ordnance Survey</u>
 - o Aerial photography from Next Perspectives
 - S-57 vector data from the UK Hydrographic Office (in ArcGIS format)*
 - Raster charts from <u>Oceanwise</u>*
 - *(Not to be used for Navigation)

Please see the following site for information on how to obtain access to the GI datasets listed above: https://www.gov.uk/guidance/how-to-access-natural-englands-maps-and-data

In addition, Natural England has identified the following publicly available sources that are expected to be used by the winning supplier as part of this project. Please note this is not an exhaustive list and we would expect supplier to identify additional datasets/sources.

- Marine Habitats and Species Open Data (England) BNG (Natural England Open Data)
- EMODnet
- UKHO Seabed Mapping Service
- The Crown Estate Marine Data Exchange
- The BGS offshore index geology layers
- Cefas One Benthic

JNCC also have the following information that will be relevant:

• JNCC Combined map V10 (Available upon request to JNCC)

- The Annex1 dataset is available on JNCC's Resource Hub https://hub.incc.gov.uk/assets/c80ad259-f346-4afc-b5ec-2a0b94e8ff6e
- A methods paper for Annex1 sandbank mapping is also available https://hub.jncc.gov.uk/assets/f4891fa7-5f9e-417c-af88-073f276a4941.

Please note there will be overlap in the datasets and it is expected the contractor will identify and remove those as required.

The intellectual property rights and copyright for all products will lie with Natural England. All data should be made available by Natural England under the <u>Open Government Licence</u> at the end of the project via <u>www.data.gov.uk</u> and the MEDIN Data Archiving Centres. If third party datasets are used which Natural England is not authorised to licence, these will be omitted from final reports published externally and redacted from data shared through the Open Government Licence.

It is anticipated that this contract will end no later than 31st January 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 advance of any work commencing and may be subject to further competition.

7. References

- Natural England (2021). Definition of Favourable Conservation Status for Reefs (RP2955). Available at: Definition of Favourable Conservation Status for Reefs RP2955 (naturalengland.org.uk)
- Natural England (2023). Definition of Favourable Conservation Status for Seagrass beds (RP2968).

 Available at: <u>Definition of Favourable Conservation Status for Seagrass beds RP2968</u>

 (naturalengland.org.uk)
- Mastrandrea, M.D., C.B. Field, T.F. Stocker, O. Edenhofer, K.L. Ebi, D.J. Frame, H. Held, E. Kriegler, K.J. Mach, P.R. Matschoss, G.-K. Plattner, G.W. Yohe, and F.W. Zwiers (2010). Guidance Note for Lead Authors of the IPCC Fifth Assessment Report on Consistent Treatment of Uncertainties. Intergovernmental Panel on Climate Change (IPCC).
- Mousley, S., Van Vliet, W. Cork, C. (2023). Defining favourable conservation status in England:

 Natural England approach. Natural England Evidence Information Note EIN062. Natural

 England, York. Available at: Defining Favourable Conservation Status in England EIN062

 (naturalengland.org.uk)

8. Prices

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

9. Quotation Submission

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

Price – 50% Quality – 50%

The following quality criteria are weighted in accordance with the importance and relevance attached to each one.

Criteria	Weighting	To include:
Cost	50 %	
Approach and understanding	35 %	Outline method of how you propose to deliver the outcomes of the project. 4-page max. minimum font size 11
Experience and expertise	15 %	Details of systems and procedures in place that would apply to the management of this project. You should include 1-2 page summary CVs for main people working on project.

Score	Justification
For a score of hundred	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the
(100): For a score of	requirement will be met in full. Good - Response is relevant and good. The response demonstrates a good
seventy (70):	understanding and provides details on how the requirements will be fulfilled.
For a score of fifty (50):	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

For a score of twenty (20):

Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of zero (0):

Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

10. Contract Management

This contract shall be managed on behalf of the Authority by Lucy May Lucy.May@naturalengland.org.uk

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

To be invoiced at agreed project milestones and final invoice on completion.

11. Disclosure

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

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

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

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

12. 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.

13. 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.

13.1 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.