

# Request for Quotation

**North Thames Estuary and Marshes Aquatic Invertebrate survey.** 

Issued:

19th March 2024

## **Request for Quotation**

You are invited to submit a quotation for the requirement described in the specification at Section 2. Please confirm by email, receipt of these documents and whether you intend to submit a quote or not.

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

Email: Jonathan.bustard@naturalengland.org.uk

CC: ThamesEstuary@naturalengland.org.uk

by: 17:00 BST Thursday 28th March 2024

Please 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**

Jonathan Bustard will be your contact for any questions linked to the content of the quote or the process. Please submit any clarification questions to Jonathan.bustard@naturalengland.org.uk.

Action	Date
Date of issue of RFQ	Tuesday 19 <sup>th</sup> March 2024
Deadline for clarifications questions	Monday 25 <sup>th</sup> March 2024
Deadline for receipt of Quotation	Tuesday 2 <sup>nd</sup> April 2024
Intended date of Contract Award	Thursday 11 <sup>th</sup> April 2024
Intended Contract Start Date	Wednesday 1 <sup>st</sup> May 2024
Intended Contract End Date	Friday 20 <sup>th</sup> December 2024

### **Section 1: General Information**

### **Glossary**

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

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

### Conditions applying to the RFQ

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

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

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

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

## **Acceptance of Quotations**

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

#### Costs

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

## **Self-Declaration and Mandatory Requirements**

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

Any mandatory requirements will be set out in Section 2 (Specification of Requirements). 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 email to the named contact.

#### **Conditions of Contract**

The Authority's Standard Goods and Services terms and conditions at <a href="Procurement at Natural">Procurement at Natural</a>
<a href="England - Natural England - GOV.UK (www.gov.uk)">England - Natural England - GOV.UK (www.gov.uk)</a> 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 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 to 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 Authority 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 anyone you have contact with whilst fulfilling the contract. 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 <u>Defra group's Equality & Diversity Strategy</u>;
- meet the standards set out in the <u>Government's Supplier Code of Conduct</u>; and
- 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

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 environmental plan and 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 Authority is not contracting with a supplier whose operational outputs run contrary to its objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

#### **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 premarket engagement carried out by the Authority should not represent a conflict of interest for the supplier.

## **Section 2: Specification of Requirements**

## **Background to Natural England**

Natural England'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 Natural England can be found at: <a href="Natural England">Natural England</a>.

### Requirement

Natural England is seeking a contractor to complete two tasks under this contract.

- Task 1 Aquatic Invertebrate survey.
- **Task 2 -** To produce a report, using a Natural England template and following relevant guidance (see: Natural England publishing standards for commissioned reports NECR000) outlining all methods and results, accompanied by all relevant output files, and other specified deliverables.

The following sections provide background to the project and further details relating to its objectives, survey methods and contract management.

### 1. Background information

#### 1.1. Site details

Natural England is considering an extension to Mucking Flats and Marshes Site of Special Scientific Interest (SSSI) under Section 28C of the Wildlife and Countryside Act 1981. This survey is required to review the special interest of the existing SSSI and determine the special interest of additional areas. Mucking Flats and Marshes SSSI is a component of the Thames Estuary and Marshes Special Protection Area (SPA).

The area contains post-industrial habitats, restored landfill/quarry, flooded pits, historic grazing marsh and arable farmland. It has a riverside setting with a range of transitional habitats from the inter-tidal zone to saltmarsh, coastal grasslands, fen, scrublands and pockets of woodland. Several water bodies are also present with fringing marginal vegetation and scrub. Some areas are within active nature conservation management, but many are in private ownership. Some areas are in active operational use for which specific risks and induction requirements will be required. Further details will be provided upon contract award.

### 1.2. Study area

The wider study area is outlined in Figure 1 overleaf. Separate maps for each survey compartment are also provided at Annex 4. <u>Please note that only specific compartments / sub-compartments are proposed for survey.</u> Figure 1 is provided for context only. The specific areas for aquatic invertebrate survey are detailed below. Figures 2-4 indicate where samples are to be taken from, using the grid references given in table 1. These locations are indicative and may need to be micro-located when on site.

Figure 1. Map of the North Thames Estuary and Marshes study area.



# North Thames Estuary and Marshes 2024 Survey Compartments - Full Site

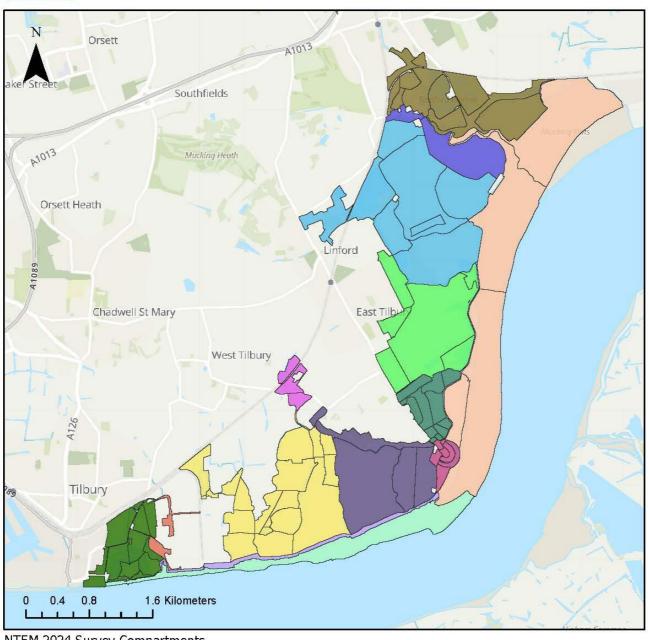




Figure 2. Sampling locations - Northern Section



## North Thames Estuary and Marshes Aquatic Invertebrate Survey 2024 - New Locations - North

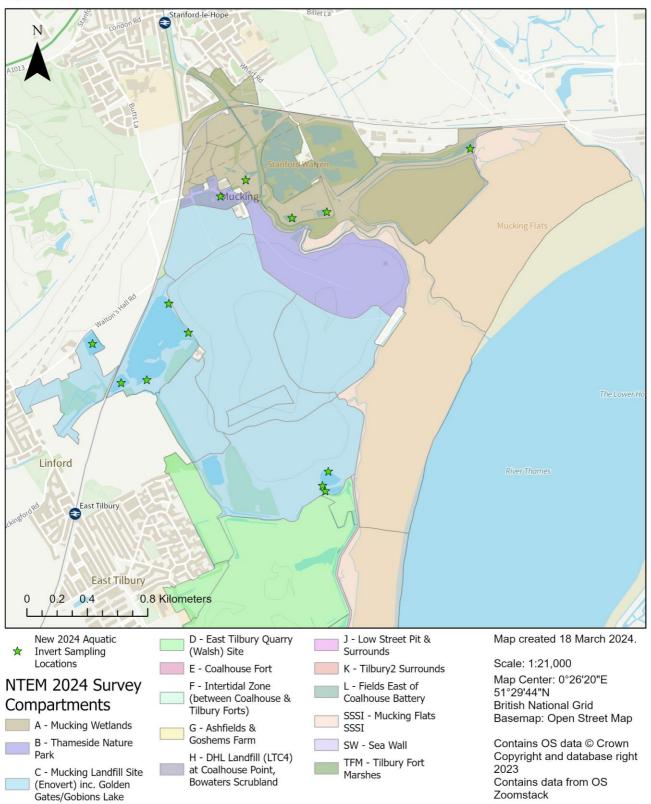


Figure 3. Sampling locations - Central Section.



## North Thames Estuary and Marshes Aquatic Invertebrate Survey 2024 - New Locations - Central

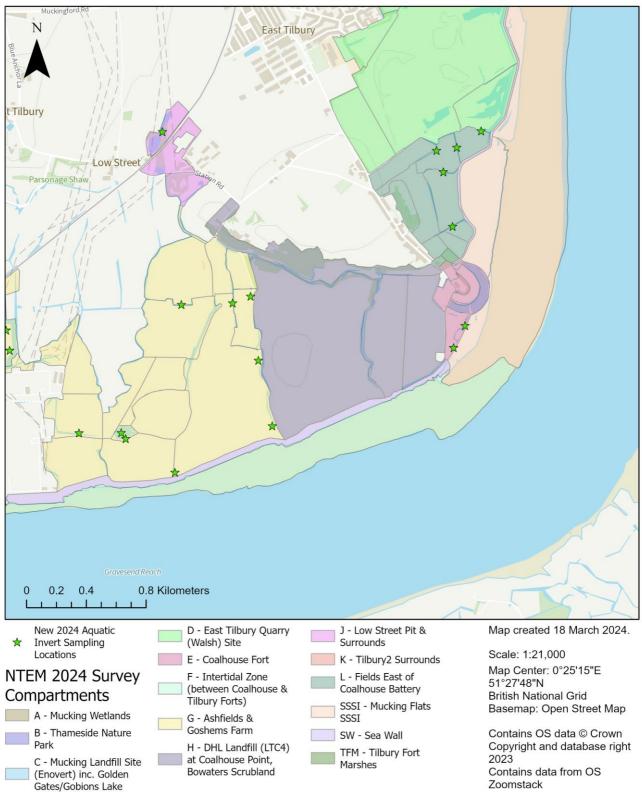
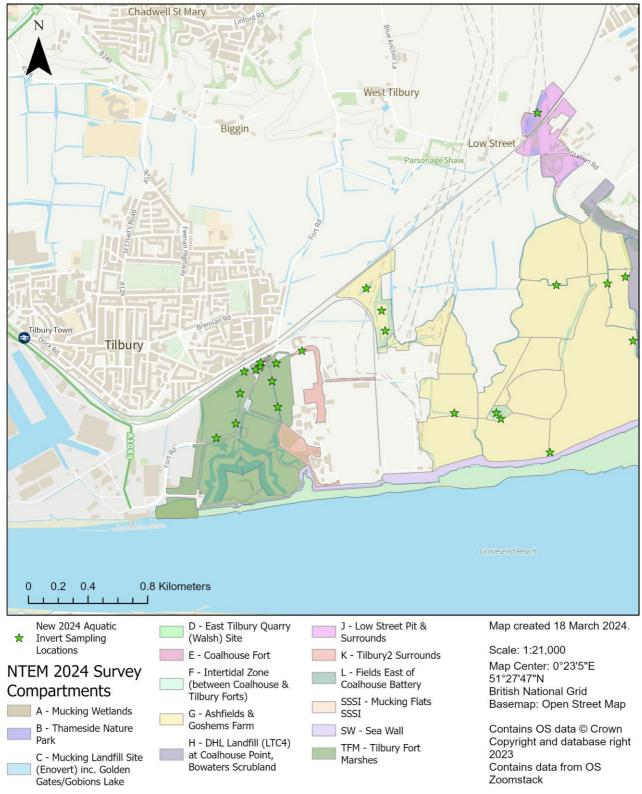


Figure 4: Sampling locations - Southern Section.



## North Thames Estuary and Marshes Aquatic Invertebrate Survey 2024 - New Locations - South



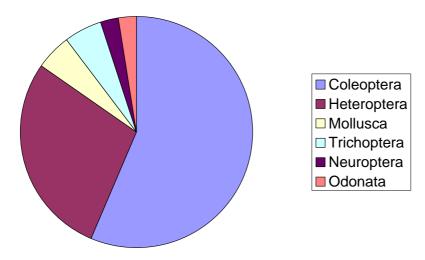
### 2. Objectives

Following aquatic surveys in 2021 and 2022, further sampling is proposed for 2024. This aims to keep the data as up to date as possible, by re-sampling known waterbodies, and also to build on the earlier surveys to sample some additional water bodies not yet surveyed.

It is known that many of the water bodies in the study area are brackish in character, supporting saline lagoon species, with water salinity following a gradient away from the river Thames. Some fresher water salinity is present however, and this mixture of conditions is of interest. The proposed seasonal coverage should reflect the findings of earlier surveys, to maximise efficiency by sampling at the anticipated seasonal salinity emergence peak.

#### **Taxonomic focus**

Aquatic freshwater and brackish invertebrates along riparian/ near coastal urban brownfield sites. Particular focus is on the "water beetle" grouping, although all taxa composing the W211 Specific Assemblage Type in the Pantheon database <a href="https://www.brc.ac.uk/pantheon/">https://www.brc.ac.uk/pantheon/</a> are targets.



W211

#### 3. Methods

To enable successful delivery of the surveys, the successful Contractor is expected to:

- i) plan the delivery of the surveys and submit these plans at the tendering stage; and
- ii) conduct the surveys, including organisation of surveyors and equipment, and ensure that all health and safety requirements, are met.

#### 3.1 General considerations

Consideration should be given to any generic hazards identified, including any specific risks flagged by Natural England, which should be worked into a site-specific Risk Assessment Method Statement (RAMS). Under no circumstances should observers enter into a hazardous

situation in order to complete a survey. Any limitations should be recorded in the report, with justification and a consideration of potential impacts.

#### 3.2 Survey Methodology

Standard aquatic sampling techniques for the target invertebrate groups is required across the identified pools and ditches. Whilst good coverage is sought it is recognised that full access to all the margins may not be possible and that standardised sampling effort between sites may not be possible. It is important to record full water chemistry alongside specimen collection and identification, so that findings can be correlated with salinity in particular. Water chemistry should include: salinity / conductivity, pH, temperature, turbidity, total dissolved solids, as well as other physical properties such as sediment depth, profile, plant coverage, levels of grazing, poaching, and shelving etc. Water chemistry details are important to the study and therefore back-up equipment should be carried in the event of failure.

Where sampling occurred in 2022, and is requested again in this 2024 survey, if practical and safe, a different sampling point within the same water body should be located to vary the catch. The reasons for any returns to the original sampling locations should be made clear. Where grid references are given in table 1 for locations sampled in 2022, these are for reference only, and this repeat survey should vary from 2022. A copy of the 2022 report can be provided to assist.

Survey timing and effort is proposed, however to due uncertainties around salinity, and therefore peak emergence period, some flex in the number of samples to be taken should be factored into the quote.

**Table 1: Sampling Point Details** 

Sub- Compartment Code	Compartment Name	2022 Sample Point number & name	Survey Timing	Sampling Location (approx.)	Sampling Effort
A1	Stanford Warren Wetland (South)	1 (EWT1)	Late-August / early September	TQ69068093	Once
A1	Stanford Warren Wetland (South)	2 (EWT2)	Late-August / early September	TQ69298097	Once
А3	Stanford Wharf (Creekside Mosaic)	3 (Carex divisa pond)	Late-August / early September	TQ70248139	Once

Sub- Compartment Code	Compartment Name	2022 Sample Point number & name	Survey Timing	Sampling Location (approx.)	Sampling Effort
A6	Stanford Warren Wetland (North)	New	Late-August / early September	TQ6875881186	Once
B2	Mucking Church Woodland	New	April-May	TQ6859181078	Once if fresh. A second later sample if brackish.
C6	Golden Gates Lake	New	April-May & Early July	TQ6793379842	Twice, in 2 locations
C6	Golden Gates Lake	9-12 (Mucking Marshes 9- 12)	April-May & Early July	Not prescribed – vary from 2022 survey	Twice, in 4 locations.
C9	Linford Wood	New	April-May & Early July	TQ6774380101	Twice. Coverage around the perimeter at least 2 locations.
C1	Mucking Landfill (South)	4 (Mucking Marshes 6)	Early July & Late Aug / early Sept.	TQ69287912	Twice, in 1 location.
C1	Mucking Landfill (South)	5 (Mucking Marshes 7)	Early July & Late Aug / early Sept.	TQ69357917 / TQ69307925	Twice in 2 locations.
L7	Thamesview Campsite	18 (Coalhouse Fort Campsite)	Early July & Late Aug / early Sept	TQ68907772	Twice, in 1 location.
L7	Thamesview Campsite	New	Early July & Late Aug / early Sept	TQ6904077745	Twice, in 1 location.
L7	Thamesview Campsite	New	Early July & Late Aug / early Sept	TQ6895077581	Twice, in 1 location.
L8	Walsh Field	New	Early July & Late Aug / early Sept	TQ6920377855	Twice, in 1 location.

Sub- Compartment Code	Compartment Name	2022 Sample Point number & name	Survey Timing	Sampling Location (approx.)	Sampling Effort
L3	-	New	Early July & Late Aug / early Sept	TQ6901277216	Twice, in 1 location.
E1	Coalhouse Fort Lower Meadows	New	Early July & Late Aug / early Sept	TQ6909576552	Twice, in 1 location.
E1	Coalhouse Fort Lower Meadows	New	Early July & Late Aug / early Sept	TQ6901976404	Twice, in 1 location.
G3	Goshem's Landfill	New	Early July & Late Aug / early Sept	TQ6780575880	Twice, in 1 location.
G3	Goshem's Landfill	New	Early July & Late Aug / early Sept	TQ6771276319	Twice, in 1 location.
G3/G2	Goshem's Landfill	New	Early July & Late Aug / early Sept	TQ6754076703	Twice, in 1 location.
G2	Field North of Goshem's Landfill	New	Early July & Late Aug / early Sept	TQ6766076748	Twice, in 1 location.
G16	Tilbury2 Mitigation Area	New	April-May & Early July	TQ6592176671	Twice, in 1 location. Review against salinity.
G16	Tilbury2 Mitigation Area	New	April-May & Early July	TQ6602476521	Twice, in 1 location. Review against salinity.
G16	Tilbury2 Mitigation Area	New	April-May & Early July	TQ6604876386	Twice, in 1 location. Review against salinity.
G13	Ash A2	New	Early July & Late Aug / early Sept	TQ6651275833	Twice, in 1 location.
G9/G10	Ash C1/C2	New	Early July & Late Aug / early Sept	TQ6719776693	Twice, in 1 location.
TFM12	Attenuation Ponds	New	April-May & Early July & Late Aug / early Sept.	TQ6517976125	Three times, in 1 location.

Sub- Compartment Code	Compartment Name	2022 Sample Point number & name	Survey Timing	Sampling Location (approx.)	Sampling Effort
TFM12	Attenuation Ponds	New	April-May & Early July & Late Aug / early Sept.	TQ6520976146	Three times, in 1 location.
TFM12	Attenuation Ponds	New	April-May & Early July & Late Aug / early Sept.	TQ6521076173	Three times, in 1 location.
TFM7	Northern Marsh East of Fort Road (Eastern Half)	New	April-May & Early July & Late Aug / early Sept.	TQ6531776167	Three times, in 1 location.
K2	Infill North of Sewage Treatment Works	New	April-May & Early July & Late Aug / early Sept.	TQ6548976252	Three times, in 1 location.
TFM6/TFM7	Northern Marsh East of Fort Road (central ditch)	New	April-May & Early July & Late Aug / early Sept	TQ6528976048	Three times, in 1 location.
TFM6/TFM7	Northern Marsh East of Fort Road (central ditch)	New	April-May & Early July & Late Aug / early Sept	TQ6532775874	Three times, in 1 location.
TFM8	Northern Marsh West of Fort Road	New	April-May & Early July & Late Aug / early Sept	TQ6510176112	Three times, in 1 location.
TFM8	Northern Marsh West of Fort Road	New	April-May & Early July & Late Aug / early Sept	TQ6507475966	Three times, in 1 location.
TFM8	Northern Marsh West of Fort Road	New	April-May & Early July & Late Aug / early Sept	TQ6504575763	Three times, in 1 location.
TFM8	Northern Marsh West of Fort Road	New	April-May & Early July & Late Aug / early Sept	TQ6491475665	Three times, in 1 location.

Sub- Compartment Code	Compartment Name	2022 Sample Point number & name	Survey Timing	Sampling Location (approx.)	Sampling Effort
G6	Goshem's Pool	I3 (pool)	Early July & Late Aug / early Sept	TQ66797583	Twice, in 2 locations.
G6	Goshem's Pool	I3 (ditch)	Early July & Late Aug / early Sept	TQ66827579	Twice, in 2 locations.
<b>G</b> 3	Goshem's Landfill	New	Early July & Late Aug / early Sept	TQ6715475569	Twice, in 1 location
J3	Station Road Lake	New	April-May & Early July	TQ6707077850	Twice, in 1 location

#### 3.3 Data recording

The species data should be presented in spreadsheet format, with a binomial name only in the name column, and pond number/ ditch identifier clearly stated and referenced back to the original survey details (provided). Presence/ absence is acceptable for this survey. One will end up with species lists for the selected water bodies, grouped according to their geographical position within the main sampling blocks. The pre-determined pond names must be used throughout to allow individual ponds to be followed through if required. It is important to ensure that each sample occupies its own spreadsheet tab, although aggregated matrices of the data can also be created but these should not be the primary output. This is because it is easier to import single tab data entries into Pantheon for our own uses. If the spreadsheet becomes too large and unwieldy, then it can be split into the three sampling areas, and each can have its own spreadsheet.

Data analysis should concentrate on moving the data through the metrics of quality, both in terms of pond faunas but also from the perspective of coastal grazing marsh faunal communities. The site is considered very good for water beetles, so bench-marking this is an important output. The report should include this bench-marking, which ponds were sampled, which ponds held notable species, and with a range of photographs of ponds typical of their type in this site. It would be useful to understand the development over time of these water bodies, and significant differences should be noted when compared to the provided pen pictures made in the past (provided in Appendix 1).

Provide maps showing the location of sampling points (some of which we can suggest), in the report or in a GIS file compatible with UK Geospatial Data Standards Register which is available at <a href="UK Geospatial Data Standards Register - GOV.UK (www.gov.uk)">UK Geospatial Data Standards Register - GOV.UK (www.gov.uk)</a>. Alternatively, grid references are fine to appropriate resolution (at least 6-figure).

Provide an indication of the reliability of survey and any limitations likely to reduce the reliability of results.

#### 3.4 Access to Land

Natural England will obtain landowner/manager permission in advance of the surveys providing approximate timings of site visits. As may be necessary, we will supply contact details of local personnel with whom the contractor will liaise. We will also supply site access notes and other details as may be helpful based upon our knowledge of the area. Any personal or other confidential details must be treated in strict confidence according to GDPR requirements. Where required, permissions must be obtained at least 48 hours prior to each visit. Should permission be refused at short notice or upon arrival, the Natural England project officer should be notified as soon as possible with the view to rapid resolution to enable the survey to continue.

Natural England's statutory powers of entry may be required in isolated cases, although every effort will be made to enable voluntary access permissions in advance. Should this be the case, the relevant paperwork authorisation to proceed will be supplied in advance to the contractor.

#### 3.5 Health & Safety

Both the nature of the bank substrates and likely steepness of some bank sections indicate hazards in accessing the water. Appropriate safeguards both in working around deep water and on friable and possibly slippery slopes must be in place, together with lone working procedures if lone working is undertaken.

### 4. Outputs

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

#### 4.1 Survey work

- An indicative survey schedule and protocol setting out the target dates (if known), to enable
  access to be negotiated at an early stage.
- Brief verbal updates following the completion of each visit over Microsoft Teams detailing
  pertinent information regarding the survey to enable feedback and resolution of any matters
  arising, such as weather, disturbance, any other issues affecting the survey programme and
  data quality.

#### 4.2 A single final technical report

Following Natural England guidance and using the Natural England Microsoft Word template (available from <u>Natural England publishing standards for commissioned reports - NECR000</u>) the report should include the following:

- an executive summary;
- an introduction and background to the work;
- a methods section detailing the adopted surveying approach for tasks 1;
- a results section providing tables of data for all species surveyed as part of task 1; and
- a discussion of the findings outlining any caveats concerning the use of and limitations to the data presented.

#### 4.3 Accompanying datasets.

- Quality assured datasets of validated observations for all species recorded so that preagreed data standards are met.
- All data provided must be compatible with the UK Geospatial Data Standards Register which is available at <u>UK Geospatial Data Standards Register GOV.UK (www.gov.uk)</u>.
- Following agreement from Natural England, all relevant datafiles and associated metadata records may be required to be submitted by the contractor to a pre-agreed public repository within a pre-agreed period following completion of the surveys.

### 5. Project management

Once let, the following project milestones will apply.

Milestone	Responsible Party	Date of completion
Project inception meeting/teleconference between contractor/sub-contractor and Natural England.	Natural England and Contractor	W/C 22 <sup>nd</sup> April 2024
Contractor submits survey protocol and planned schedule.	Contractor	By end April 2024
<b>Teleconferences</b> between Natural England and contractor to discuss progress and any issues arising.	Natural England and Contractor	After each visit, April- September 2024
After end of all field work, contractor submits draft technical report and initial GIS outputs to Natural England (the 50% milestone, see below).	Contractor	Friday 31 <sup>st</sup> October 2024
Natural England provide feedback on draft technical report.	Natural England	Friday 15 <sup>th</sup> November 2024
<b>Teleconference</b> between Natural England, and contractor to discuss feedback on draft technical report.	Natural England and contractor	W/C 18 <sup>th</sup> November 2024
Contractor submits final technical report addressing Natural England comments on the draft report, and submission of final GIS outputs, other associated datasets and metadata to agreed standards (the 100% milestone, see below).	Contractor	End November 2024
Wash-up meeting.	Natural England and Contractor	Mid-December 2024
Contract completed.	Natural England and Contractor	Friday 20 <sup>th</sup> December 2024

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

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

- Project support from dedicated project lead (NE project officer).
- GI layers delineating the survey areas for the terrestrial invertebrate survey (task 1).
- Feedback comments on the draft technical report.
- Opportunity to feedback and discuss progress with the NE project lead at regular intervals throughout the project.

### 6. Data ownership, intellectual property rights and copyright

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

### 7. 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 50% 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 the field work and draft GIS outputs. The remaining 50% 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 by them of the specified outputs i.e. final reports. All invoices should be dated no later than 20th December 2024.

It is anticipated that this contract will be awarded for a period of 42 weeks (~ 10 months) to end no later than 20th December 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.

## 8. Evaluation Methodology

We will award this contract in line with the most economically advantageous tender (MEAT) as set out below.

#### 8.1 Evaluation criteria

Evaluation weightings are 50% technical and 50% commercial, the winning tenderer will be the highest scoring combined score. The summary table below provides an overview of the overall evaluation breakdown.

Award Criteria	Weighting (%)	Evaluation Topic & Weighting	Sub-Criteria	Weighted Question
Technical	50%	Service	Methodology	Q1. Please provide details of the methodology proposed to deliver the requirements set out in the Specification. (60% of technical score available)
			Staff Technical Expertise	Q2. Please provide details of the project team providing the requirements set out in the Specification. (30% of technical score available)
			Risk assessment	Please provide a project risk assessment. (10% of technical score available)
Commercial	50%	Whole life cost of the Contract	Commercial Model	Q3. Please provide costs (100% of commercial score available)

## 8.1 Technical (50%)

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

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

Description	Score	Definition
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.

Tenderers should provide answers that meet the criteria of each technical question set out in the following tables.

Q1. Methodology	Detailed Evaluation Criteria	
Your response must not exceed a maximum of 6 sides of A4 (in addition to any title page), font size Arial 11.	The response must demonstrate the delivery method for each requirement specified in Section 2 of this RFQ or provide reasons for why they do not. The response must include information in sufficient detail to allow a full appraisal of the suitability of the approach to deliver for the project. Your response will be evaluated on the basis of whether it:	
	Demonstrates a clear understanding of the nature of the requirements.	
	<ul> <li>Includes a clear, practical, achievable and cost-effective methodology to deliver these requirements including provision of:</li> </ul>	
	<ul> <li>a clear survey plan, protocol and programme for delivery of tasks 1 &amp; 2;</li> </ul>	
	details of clear and established procedures for capturing, securing, storing, processing and QA-ing count data with typical durations from data capture to fully available data;	
	<ul> <li>details of contingency processes for disrupted or aborted surveys;</li> </ul>	
	information on any added value your organization can bring to the project.	
	A minimum score of 50 averaged across evaluators is required to be met for this question. Any average score below this will be scored as a Fail.	

Q2. Staff Technical Expertise	Detailed Evaluation Criteria
Your response must not exceed a maximum of 6 sides of A4 (in addition to any title page), font size Arial 11.	The response must demonstrate that the staff members (including any sub-contractors if appropriate) who will be assigned to delivery of this specific project have sufficient technical expertise across the broad range of technical skills required to deliver the project objectives including both generic skills and specific skills including but not limited to:

### Q2. Staff Technical Expertise **Detailed Evaluation Criteria** Project management. Planning and conducting breeding bird surveys on a variety of habitats. Identification of all species likely to be encountered in the study area. Handling, storing and securing data. Ensuring Quality Assurance of data products. Use of appropriate data processing tools. Implementing data standards. This will include examples of skills, expertise, and relevant training. The project team should have an appropriate balance of inputs by senior and junior staff. Lines of reporting to staff (to senior staff and/or the project manager) should be clearly presented and sufficient. The information provided should include: For each member of the Project team, information on the amount of time input to this specific project, their roles, responsibilities, levels of seniority, the value added that they will bring to the project, their lines of reporting and their availability to do the work. 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. Your response will be evaluated based on: The level and relevance of expertise and skills, provided by the Project team and any sub-contractors and the value added delivered by this. This will consider expertise and skills in: project management; ornithology; field surveys of breeding birds, data collection and collation and knowledge of data standards. 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

Q2. Staff Technical Expertise	Detailed Evaluation Criteria
	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. <b>We suggest a project specific organogram is provided.</b> Consideration should be given to cover for key roles given any unforeseen circumstances.
	A minimum score of 50 averaged across evaluators is required to be met for this question. Any average score below this will be scored as a Fail.

Q3 Risk assessment	Detailed evaluation criteria
Your response must not exceed a maximum of 6 sides of A4 (in addition to any title page), font size Arial 11.	Provide a project risk assessment tailored to the requirement to cover matters regarding:
	<ul> <li>Health and Safety risks associated with conducting the surveys needed to fulfil the objectives of this project, and associated mitigation measures.</li> </ul>
	<ul> <li>All other (non-H&amp;S) risks associated with delivery of the surveys and subsequent data processing, analyses, reporting etc needed to fulfil the objectives of this project, and associated mitigation measures and contingencies.</li> </ul>
	Evaluation criteria:
	Your response will be evaluated on the basis of whether it:
	Demonstrates a clear understanding of the Health & Safety issues associated with delivery of the surveys needed to fulfil the objectives of this project and describes effective measures to mitigate those risks.
	Demonstrates a clear understanding of all other risks associated with delivery of the surveys specifically and the project in general to fulfil the objectives of this project and describes effective measures to mitigate those risks.
	A minimum score of 50 averaged across evaluators is required to be met for this question. Any average score below this will be scored as a Fail.

#### 8.2 Commercial (50%)

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 (supplied separately) must be completed to provide a breakdown of the whole life costs against each deliverable used in the delivery of this requirement.

#### 8.3 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.

#### 9. Information to be returned

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

- Completed Commercial Response template (supplied separately).
- Responses for each technical question in accordance with the response instructions.
- Completed Mandatory Requirements (Annex 1).
- Completed Acceptance of Terms and Conditions (Annex 2).

#### 10. 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.

## **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	(Yes / No)
	Enterprise (SME)?	

Note: See EU definition of SME <a href="https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\_en">https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\_en</a>

#### 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 other person who has powers of reprogramisation been convicted anywher within the summary below.	esentation, decision or control in the
	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)

Question no.	Question	Response
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 <u>webpage</u> , which should be referred to before completing these questions.	
	•	ee years, anywhere in the world any of to you, your organisation or any other ation, decision or control in the
2.2(b)	Breach of environmental	(Yes / No)
	obligations?	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	(Yes / No)
	deficiencies in the performance of a substantive requirement under a	If yes please provide details at 2.2 (f)

Question no.	Question	Response
	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?	
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)	

document.	in full the terms and conditions appended to this Request for Quoi
Company:	
Signature:	
Print Name:	
Position:	
Date:	