

ORDER NO / REFERENCE NO: **CSCP0808**

COMPANY NAME:

Tenderer to insert company name

DEPARTMENT / SECTION

Corporate Services Department**REQUEST FOR QUOTATION****Provision of Consultancy to**

- Assemble a Biodiversity LDF Evidence Base;
- Review and update Wirral's Local Wildlife Sites selection criteria and guidelines;

RETURN OF QUOTATION

By post, courier or by hand in hard copy in plain envelope using the label provided

Quotation for	Provision of Consultancy to - Assemble a Biodiversity LDF Evidence Base; - Review and update Wirral's Local Wildlife Sites selection criteria and guidelines;
Quote No	CSCP0808
Closing date 12.00 noon	14 th March 2008

Return Address:Forward Planning Section,
Strategic Development,
Corporate Services Department,
Town Hall,
Brighton Street,
Wallasey,
Merseyside
CH44 8ED**CONTACTS**

Your contact for this quotation is:	John Entwistle
Telephone:	0151 691 8221
Fax:	0151 691 8273
Email:	johnentwistle@wirral.gov.uk

SCOPE

1.1 INTRODUCTION AND INSTRUCTIONS FOR COMPLETION

- 1.1 Quotations are invited for the supply of a Consultancy Services to Wirral Metropolitan Borough Council to carry out a Biodiversity Audit and to review and update Wirral's Local Wildlife Sites Selection Criteria.
- 1.2 The period of this arrangement will be for an initial period of 5 months but the Council is prepared to extend this period to allow any survey work to be completed.
- 1.3 Please complete the attached pricing schedule and declaration and submit a written statement of the other information required in this Request for Quotation.
- 1.4 Responses to the Request for Quotation should be returned by post, courier or by hand in hard copy, **in a plain envelope** bearing no name or mark that would indicate the identity of the sender, to be received at the Return Address set out above no later than 12 Noon on Friday 14th March 2008.
- 1.5 The maximum available budget for this commission is £45,000 excluding VAT, inclusive of all expenses, disbursements
- 1.6 Prices quoted are to exclude VAT. Please advise of any additional costs
- 1.7 A minimum of two hard copies of the response to the invitation are to be submitted of which 1 copy must be unbound in loose-leaf form to facilitate further reproduction as required. Please also include a CD/electronic version.

2.0 INTRODUCTION TO BIODIVERSITY/NATURE CONSERVATION IN WIRRAL

- 2.1 Wirral is a large Metropolitan Borough situated on a peninsula on the opposite bank of the Mersey Estuary to Liverpool, to the north of Ellesmere Port and Neston. It has a population of 313,000 people and covers a total of 15,902 HA above Mean High Water Mark. The last Phase1 habitat survey of the Borough was carried out in August 1986. The Habitat survey identified the following split of uses:

Urban uses 61% of the Borough
Agricultural 29% of the Borough
Woodland 3% of the Borough
Coastal 3% of the Borough (above Mean High Water Mark)
Grassland 2% of the Borough
Other (heathland, ponds marsh etc) 2% of the Borough

- 2.2 The broad split between urban and other uses is unlikely to have changed significantly in that time due to the presence of a Green Belt which is tightly defined around the Borough.

Designated Sites

- 2.3 The situation in Wirral with respect to designated sites is summarised in the table below.

Type of Site	Number of Sites	Condition of Sites	Total Site Area (Hectares)
Special Protection Areas (EU)/ Ramsar sites	2 designated 1 proposed		18108.2 2089.41
Special Areas of Conservation (EU)	1 proposed		15,754.94
Sites of Special Scientific Interest	12	See below	7,129
Sites of Biological Importance	71	Not reported	756.7
Local Nature Reserves	5	Not reported	185.4
Site of Local Importance for Earth Science	17	Not reported	221.1

- 2.4 Most of Wirral's coast is of international importance for nature conservation: there are Special Protection Areas/Ramsar sites in the Dee and Mersey Estuary, the North Wirral and Egremont foreshores are proposed for designation as a Special Protection Area and the Dee Estuary and North Wirral Foreshore are also proposed for designation as a Special area of conservation.
- 2.5 Wirral has 12 SSSIs (including those which are covered by the above International designations). The condition of SSSIs (as reported by Natural England) is summarised in the table below (as at 1st January 2007).

SSSI name	Condition Status
New Ferry SSSI	100% favourable
Mersey Narrows SSSI	100% favourable
North Wirral Foreshore SSSI	100% favourable
Red Rocks SSSI	100% favourable
Dee Cliffs SSSI	13.07% unfavourable (no change) 86.93% unfavourable (recovering)
Thurstaston Common SSSI	0.71% favourable condition 99.29% unfavourable (no change)
The Dungeon SSSI	100% favourable
Dibbinsdale SSSI	8.22% favourable 91.78% unfavourable (no change)
Heswall Dales SSSI	100% unfavourable (recovering)
Meols Meadows SSSI	86.89% unfavourable (no change) 13.11% unfavourable (declining)
Mersey Estuary SSSI	99.95% favourable 0.05% unfavourable (recovering)
Dee Estuary SSSI	29.71% favourable 70.29% unfavourable (recovering)

- 2.6 Wirral has a system of sites of local importance for Nature Conservation called Sites of Biological Importance (SBIs). Most of the 71 sites (up to approximately the year 2000) are designated within the Unitary Development Plan. The sites originate from a Phase 1 habitat survey which was carried out in the mid 1980s by the Cheshire Wildlife Trust, which has not been updated since nor digitised. The system has been maintained on a voluntary basis by Wirral Wildlife (the Wirral group of the Cheshire Wildlife Trust) since the late 1980s. They carry out a rolling programme of site survey and updates. A number of sites are designated purely on the basis of the presence of protected species (badgers or Great Crested Newts). The last full review of SBIs was carried out in 1999 and while further site changes have been proposed since then, these have not yet been confirmed by the development plan process. The Council has recently established a Local Sites Partnership in response to the DEFRA guidance on the management of local sites systems.
- 2.7 Wirral is included within the Cheshire system of Regionally Important Geological and Geomorphological Sites (RIGS) administered by the Cheshire RIGs Group at Chester Museum. A full review of these sites was carried out in 2003 with further updates in 2004. All site schedules are held on a database which includes photographs and other supporting information. The Cheshire Region Local Geodiversity Action Plan was launched in 2003. The RIGs sites (correct to 2000) are identified in the Unitary Development Plan.

Biodiversity Action Planning

- 2.8 The Wirral Biodiversity Action Plan was adopted in 2003 and includes plans for the following priority habitats and species:

HABITAT ACTION PLANS

Coastal saltmarsh
Coastal sand dune
Coastal and floodplain grazing marsh
Field boundaries
Lowland heath
Lowland meadows
Lowland mixed broad-leaved woodland
Mudflats
Ponds

- 2.9 This list of habitats was developed from the national list of Broad Habitats and Priority Habitats (UK Biodiversity Group: Index to the Steering Group Report and Tranche 2 Action Plans, 2000). The list of habitats included in Cheshire Countdown and the Merseyside Biodiversity Action Plan were also considered. In addition to the list above, maritime cliff and slope and sabellaria alveolata reefs have been identified for action but plans have yet to be prepared. Following the recent national review of Biodiversity Action Plans, estuarine rocky habitats will be added to the list. Wirral's BAP is part of the Cheshire Countdown Biodiversity Action Plan and the plan for reedbeds and unimproved grassland also covers Wirral.

SPECIES ACTION PLANS

Atlantic Grey Seal
Barn owl
Bats
Belted beauty (a moth)
Brown hare
Coelioxys mandibularis (a bee)
Colletes cunicularius (a bee)
Great crested newt
Isle of Man Cabbage
Lymnaea glabra (a mud snail)
Small cetaceans
Podalonia affinis (a wasp)
Rock sea-lavender
Sandhill rustic (a moth)
Water vole

- 2.10 The list of species for action was developed by the Wirral Biodiversity Technical Group from national and regional lists using local knowledge, after consultation with a range of groups and individuals. Wirral's BAP is part of the Cheshire Countdown Biodiversity Action Plan and plans for mackays horsetail, natterjack toad, black poplar, white letter hairstreak, silverstudded blue, tree sparrow, house sparrow, reed bunting, yellowhammer, linnets, bullfinch, skylark, starling, lapwing, song thrush, grey partridge and harvest mouse are found there and cover the whole of the Cheshire Region (all these species are found in the Wirral). There is currently a process of integration of Wirral action plans with the Cheshire Countdown plans with an aim of completing this by the end of March 2008. In some cases the scope of the plans will change: for example the Cheshire plan on Hedgerows has a narrower focus than the Wirral HAP on field boundaries. The successful consultant will be briefed and guided on the up to date position at the inception meeting.

Development Plan Status in Wirral

- 2.11 The current Development Plan for the Borough comprises the Wirral Unitary Development Plan for Wirral (adopted February 2000) and the Regional Spatial Strategy for the North West (RPG13 – adopted March 2003). RSS is currently under review, with the panel report recently published and the Secretary of State's proposed changes due in early 2008. In respect of the UDP, the bulk of the policy drafting work took place in the mid-1990s and pre-dates PPS9. Wirral has commenced work on its Local Development Framework with a Statement of Community Involvement and four Supplementary Planning Documents now adopted. Initial work has begun on the Core Strategy, including asking consultees to identify Strengths, Weaknesses, Opportunities and Threats in the Borough and the holding of a series of workshops in winter 2006. Initial contact with under-represented groups is ongoing. This commission is one of a series of studies being prepared to inform the LDF evidence base, following which it is intended to go out to consultation on issues and options in early spring 2008 with preferred options in 2008/9. The Council is not proposing to produce any topic or site-specific development plan documents until the Core Strategy is adopted. Full

details on current progress with the LDF, can be found on the Council's web site: www.wirral.gov.uk where all documents are available for viewing and download.

SPECIFICATION

3. CONTRACT DETAILS

- 3.1 This engagement is to be governed by a contract between Wirral Council and the successful supplier.
- 3.2 Wirral Council standard terms and conditions for the supply of services will prevail within this contract: these can be found at the end of this document. The purpose of standard terms is to ensure that all contractors tender on an equal basis and enable the Council to properly compare the tenders, since they have all been submitted on the same basis. You should study the terms and conditions carefully before deciding to respond to this request for quotation and signing the declaration at the end of this document. Responses to this request for quotation which are not accompanied by a signed declaration will not be able to be considered for short listing.

4. SCOPE OF COMMISSION

- 4.1 Two main areas of work have been identified
- **Assemble a Biodiversity LDF Evidence Base;**
 - **Review and update Wirral's Local Wildlife Sites selection criteria and guidelines;**
- 4.2 Within each work area a number of separate tasks have been identified (see below). Consultants should demonstrate how each of these tasks will be tackled within their tender submission, how the completion of each task will be reported. Consultants should set out how they have prioritised the tasks listed against the resources available and why.

WORK AREA 1: ASSEMBLE A BIODIVERSITY LDF EVIDENCE BASE

- 4.3 Paragraph 2.3 of the Good Practice guide to PPS9 includes a checklist of components of an environmental information base and the Association of Local Government Ecologists (ALGE) advise on the components of a Biodiversity evidence base in their document on Integrating Biodiversity into Local Development Frameworks (2005) and in Biodiversity Data Needs for Local Authorities and National Park Authorities. The evidence base has to be robust and potentially stand up to scrutiny at public examination – which may be up to two years in the future. The Council has identified the following tasks:
- 4.4 **Task 1: Carry out a biodiversity information audit and gap analysis:**

While a reasonable amount of information exists as listed below in paragraph 4.12, there is a need to summarise and assess the quality of the available data, identify gaps in data and suggest how these may be filled, and present the audit in a consistent manner and format which satisfies the requirements of a sound evidence base. The audit should clearly identify and justify what

additional work is required, particularly where this is needed in order to progress or to complete the remaining tasks set out below.

- 4.5 **Task 2: Assess and map the number, distribution, reported condition and extent of statutory and non-statutory nature conservation sites within the Borough;** It is anticipated that this will be a desk study prepared in consultation with key stakeholders, mainly involving pulling together existing information, such as using existing digitized site boundaries and records, but may need to be confirmed by additional survey work. Sites in need of condition monitoring should be identified.
- 4.6 **Task 3: Assess and map the distribution and extent of priority habitats within the Borough** and identify local data and comparative data from other areas and assess trends (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features, and particularly those generated by proposals for new development and changes in land-use which the objectives and policies of the LDF should address. (In this context “Priority Habitats” means a combination of the CROW Section 74 list, Article 10 of the Habitats Directive and UK and local Biodiversity Action plans). It is anticipated that this will be primarily a desk study carried out in consultation with key stakeholders, utilising aerial photographs, but may need to be confirmed by additional survey work.
- 4.7 **Task 4: Identify and map potential wildlife corridors and linkages** The Council is looking for the identification of existing and potential areas of search for wildlife corridors which are capable of identification on a proposals map to act as a trigger for additional survey work when individual planning applications are submitted. The Council is looking for a broad ecological assessment explaining what role the habitats within the areas of search identified play in terms of the migration, dispersal and genetic exchange of wild species, rather than detailed ecological surveys (which would be beyond the scope of this commission). The consultant should have regard to Natural England’s accessible greenspace standards and emerging regional policy on ecological frameworks and green infrastructure. It is anticipated that this will be primarily a desk-based assessment prepared in consultation with key stakeholders which may need to be confirmed by additional survey work.
- 4.8 **Task 5: Assess and map the distribution, condition and extent of priority species within the Borough,** identify local and comparative data from other areas and assess trends (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features, and particularly those generated by proposals for new development and changes in land-use which the objectives and policies of the LDF should address (In this context “Priority Species” means a combination of the CROW Section 74 list and UK and local Biodiversity Action plans and legally protected species). It is anticipated that this will be primarily a desk-based study, prepared in consultation with key stakeholders, utilizing existing information, which may need to be confirmed by additional survey work.
- 4.9 **Task 6: Identify and map critically important areas for maintaining favourable conservation status of important species, assemblages and BAP priority habitats including potential areas of expansion.** This should

consider the impact of external influences such as flooding and land management and may need to be confirmed by additional survey work.

Task 7: Monitoring and review. This should include recommendations for on-going monitoring and review, including the need for additional surveys to fill remaining data gaps, a review of existing biodiversity indicators to help inform measurement against Strategic Environmental Assessment /Sustainability Appraisal objectives and make recommendations for appropriate baseline (contextual) and core output indicators for future monitoring purposes.

Survey/fieldwork

- 4.10 In relation to survey/field work referred to under each task, it is anticipated that this will may be needed to verify data, fill gaps in knowledge and assess site quality and condition. The current state of knowledge with regard to UKBAP priority habitats is set out below. It is recognised however that it may be difficult to quantify the level of survey work required until the desk-based work is completed. Consultants should nevertheless use their best endeavours to indicate the type and extent of survey work that they consider would need to be undertaken to support their conclusions and recommendations in order to ensure a robust LDF evidence base and which could be delivered within this contract. You should indicate where adjustments have been made to your proposed methodology for each task in order to suit the available resources. You should also include recommendations for on-going monitoring.
- 4.11 Consultants should consider the scope for using available software packages such as the Integrated Habitats System being promoted by Somerset Environmental Records Centre for delivering some or all of the key tasks. In final reports produced under this commission, it will be important that data gaps are clearly highlighted and where possible the identification of areas of search is made which can be used to highlight the need for survey/consideration of biodiversity/species issues in respect of individual planning applications.

Sources of information

- 4.12 The current state of knowledge with regard to UKBAP priority habitats is as follows:

Coastal saltmarsh – English Nature NVC survey of the Dee carried out in 2001

Coastal sand dune – partial study of North Wirral Dunes carried out in 2005 – NVC of North Wirral Coastal Park. A copy is with Wirral Ranger Service. Recent survey of West Kirby Dunes by Wirral Wildlife.

Coastal and floodplain grazing marsh – Natural England inventory at: www.natureonthemap.org.uk

Intertidal area: Natural England Ph1 habitat survey (copy held by MEAS)

Field boundaries – a little work has been done by Wirral Wildlife on identifying ancient or species rich hedgerows

Lowland heath – Countryside Stewardship maps are available for some areas, though now out of date, some ownership also National Trust

Lowland meadows -

Lowland mixed broad-leaved woodland -

Mudflats – Natural England inventory at: www.natureonthemap.org.uk

Ponds – Liverpool John Moores Pondlife survey 1997 covered broad trends and some detailed survey work on selected ponds. Some further recent surveys on SBI ponds by Wirral Wildlife.

Maritime cliff and slope

Reedbeds - EN Pilot Project "England Inventory for the Wetland Habitat Action Plan" was compiled in 2001 which included Cheshire. The project produced a geospatial database on CD, which includes metadata on the occurrence of fens, reedbeds and lowland raised bog in the pilot area, a GIS database of habitat maps however the area covered did not include Wirral.

Estuarine rocky habitats – new habitat, no national guidelines yet

4.13 In relation to species, the situation is as follows:

Atlantic Grey Seal – up to date records kept by Hilbre Bird Observatory.

Barn Owl – up to date surveys by the Wirral Barn Owl Trust.

Bats – recent scattered feeding area surveys by Merseyside and West Lancashire Bat Group. No up to date inventory of roost sites.

Belted beauty (a moth) - detailed survey 2003 and recent reports by David Hinde (Wirral Ranger Service Volunteer and Butterfly Conservation member.

Brown Hare - survey completed in 2003 by Cheshire Brown Hare BAP group contact Tony Parker (Liverpool Museum): mammal atlas due to be published spring 2008

Colletes cunicularius (a bee) - up to date survey report 2006 by John McGaw Wirral Ranger Service volunteer

Great Crested Newt – The Cheshire Great Crested Newt Site Inventory was uploaded to the NBN Gateway on 9.10.2006. Wirral records are mostly out of date. There is a technical problem with the data set at the moment, contact the Ponds Research Unit at Liverpool John Moores University.

Isle of Man Cabbage – Wirral Wildlife have surveyed

Lymnaea glabra (a mud snail) – up to date records by Ian Wallace (Liverpool Museum)

Small cetaceans – up to date records kept by Hilbre Bird Observatory. Contact Peter Williams

Podalonia affinis (a wasp) – some recording by Carl Clee (Liverpool Museum). Species under review.

Coelioxys mandibularis (a bee) – some recording by Carl Clee (Liverpool Museum volunteer). Species under review.

Rock sea-lavender -

Sabellaria alveolata – detailed study 2004: "Recovery of a Biodiversity Action Plan Species in Northwest England: possible role of climate change, artificial habitat and water quality amelioration" - M.T. Frost, R. Leaper, N.

Mieszkowska, P. Moschella, J. Murua, C. Smyth & S. J.Hawkins. Report to English Nature Spring 2004. Included detailed mapping.

Sandhill rustic (a moth) - annual survey by Ian Wallace (Liverpool Museum)

Water vole – recent 2007 survey by Environment Agency focussed on some parts of Wirral – not complete

Harvest mouse – some records – Mammal Atlas due to be published spring 2008

Mackays horsetail – contact Wirral Wildlife

Natterjack Toad – up to date annual recording by Lynne Greenstreet (Wirral Ranger).

Black poplar – some recent recording accomplished by Hilary Ash (Wirral Wildlife).

White letter hairstreak –

Silver studded blue – restricted to one small site at Thurstaston, monitored by National Trust

Tree sparrow -

House sparrow -

Reed bunting -

Yellowhammer -

Linnet -

Bullfinch -

Skylark -

Starling -

Lapwing -

Song thrush -

Grey partridge -

All birds are included in up to date survey by CAWOS (breeding birds and winter records). The Cheshire Bird Atlas includes Wirral and is due to be published shortly.

- 4.14 Nationally available data sets are on the NBN and MAGIC web sites. Biological Records for Wirral are held at the Cheshire Biological Records Centre (rECOrd). rECOrd do not charge for data itself, but do impose charges to recover some of the expenditure involved in, collating, storing and managing the data, as well as the costs attributable to the time taken to extract, format and, where required, perform any analysis on the data. The standard charges are: £100 for the first hour or part thereof, £50 for each following hour or part thereof up to the day rate with the day rate being £250. Before finalising your submission in response to this request for Quotation, you are strongly encouraged to contact Eric Fletcher (Recording Manager) (phone: 01244 383749, email: eric@rECOrd-LRC.co.uk) to establish the likely costs and practicalities involved in working with and obtaining data from rECOrd.
- 4.15 The Council is preparing a series of management plans for its parks and open spaces which include advice on management for biodiversity
- 4.16 A separate audit of all cultural facilities (including parks and countryside) is being undertaken by consultants, which includes a PPS17-compliant audit of all open space. This does not include an ecological element. There will be an opportunity to either liaise with the consultants or have access to the completed work.
- 4.17 The successful consultant will also have access to the Wirral Phase 1 habitat survey (1986), Maps of land in the Council's ownership under Countryside Stewardship, the register of sites of biological importance and proposed amendments to sites. The Council has digitised boundaries for SSSIs, SBIs, and RIGs sites. Relevant OS Map bases and aerial photographs can be made available under licence.

WORK AREA 2: REVIEW AND UPDATE WIRRAL'S LOCAL WILDLIFE SITES SELECTION CRITERIA AND GUIDELINES:

- 4.18 As indicated above Wirral's SBIs were last reviewed in 1999 and the site selection criteria pre-date this. There is a need to ensure that the system of SBIs in Wirral is "fit for purpose" in the context of the 2006 DEFRA guidance, and best practice and that the system also supports the biodiversity action planning process. Wirral has just set up its own Local Wildlife Sites Partnership, comprised largely of the existing membership of the Biodiversity Technical Group, together with co-opted expertise as required. The partnership has established its terms of reference which can be viewed here: http://www.wirral.gov.uk/minute/public/cabcs071212rep1_25747.pdf. The task requiring external consultancy input is:

Task 8: Review and revise the Wirral Local Wildlife Sites selection criteria and guidelines;

having particular regard to:

- The DEFRA guidance and the new National Indicator 197 – improved local biodiversity – active management of local sites.
 - The findings of the biodiversity audit (work area 1) and the objective of using local sites to support the BAP process
 - Best practice and experience elsewhere
- 4.19 Review and if necessary suggest amendments to the existing SBI site selection criteria in light of the 2006 DEFRA advice and the consultants own experience gained elsewhere. The consultant should in the first instance prepare a draft set of wildlife sites selection criteria and guidelines for consideration by the Wildlife Sites Partnership. The consultant should take into account any comments made by the partnership, together with the findings of the Biodiversity Audit in finalizing the selection criteria and guidelines. If changes to the existing selection criteria and guidelines are proposed, the intention is that the Wirral Local Wildlife Sites Partnership will progressively review the existing sites against the new criteria over the next 3 years.

5. Other Key Requirements

- 5.1 In addition to addressing the specific tasks highlighted above, the successful tender will also need to ensure that the study will be informed by the following elements:

a) Consultation with key stakeholders, including (but not exclusive to):

Wirral Wildlife
Members of the Biodiversity Technical Group
Natural England
Merseyside Environmental Advisory Service

Tender submissions should demonstrate how the views of key consultees will be obtained and if there are other groups not on the above list, who should be. It is felt that it will be essential to consult with these knowledge groups to improve and confirm the quality of the data within the final report.

- b) Linkages with strategies, policies and guidance;
- c) In carrying out the study attention should be given to the wide range of relevant existing work. Where possible, the study should build on existing or emerging research, rather than repeat it.

6.0 SPECIFIC OUTPUTS

6.1 The final report(s) will need to include the following:

Work Area 1

A written report setting out:

- A clear statement of the methodology under which the work was undertaken
- An audit of the quality and extent of available data, identification of gaps in information
- Text and plans showing the location of statutory and non-statutory sites and an assessment of reported condition
- Text and printed/electronic plans explaining/showing location and extent of UK Priority Habitats/Wirral BAP habitats found within the Wirral Council area. Record target notes of sites where more detailed survey should be carried out. An assessment of trends in the condition and extent of these features (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features. Habitat Mapping should be undertaken to Phase 1 Habitat Survey standard (as per: Handbook for Phase 1 Habitat Survey - a Technique for Environmental Audit. England Field Unit, Nature Conservancy Council, reprinted JNCC, (1993))
- Text and printed/electronic plans explaining/showing sites which are understood to have supported UK Priority/Wirral BAP species within the Wirral Council Area. An assessment of trends in the condition and extent of these features (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features
- Text and printed/electronic plans identifying areas under threat for habitat enhancement or restoration, including those necessary to help biodiversity adapt to climate change etc.
- Explanation of the concept of Wildlife Corridors. Text and printed/electronic plans identifying areas of search for wildlife corridors in Wirral including guidance on their probable function, including consideration of the potential

for any protected/UK Priority/Wirral BAP species to occur within areas of search.

- A clear indication of where original survey work has been carried out by the consultant or by others to support the conclusions being made
- Digitisation of information: The species/habitat/biodiversity enhancement/wildlife corridor information obtained from the desk study and any field work will need to be digitised. The geographical information (GIS) software used by the Council and into which the information would need to be transferred is MapInfo (version 6 onwards). Printed maps should also be included in the final report.
- Recommendations for any additional work required, including monitoring.

Work Area 2

- A written report reviewing and proposing changes to selection guidelines and criteria for Wirral's Local Wildlife Sites and outlining the consultation that has taken place.
- 6.2 For each work area, the consultants appointed will be required to produce a draft for comment by the steering group followed by a comprehensive final report at the completion of the contract.
- 6.3 The final report(s) should contain an Executive Summary in plain English. The consultant should include provision for four bound copies and one unbound copy of any final reports, together with a copy on CD ROM, which should be MS Word compatible.

7.0 COPYRIGHT

- 7.1 The copyright of any drawings, reports or any other information resulting from the consultant's compliance with the brief and subsequent appointment shall rest with Wirral Council. Any new data/records collected during as part of the commission should be submitted to rECOrd following sign-off by the Council.

8.0 STEERING GROUP

- 8.1 The study will be co-ordinated by a Steering Group drawn from the Council's Corporate Services and Regeneration (Parks and Countryside Section) Departments, Merseyside Environmental Advisory Service and Wirral Wildlife
- 8.2 The Steering Group will receive and sign off the draft and final reports. The Steering Group will require a minimum of three calendar weeks to consider the draft of a final report before a final report is formally submitted at the conclusion of the contract.
- 8.3 Responses should set out the provision that will be made for the ongoing involvement of the Steering Group during the period of this commission.

9.0 RESPONSES TO INVITATION

9.1 Responses to this invitation should set out clearly the consultants approach to the delivery of this brief and should contain the following information:

- The consultant's appreciation and understanding of the issues to be addressed.
- A statement outlining the proposed methodology and how the objectives and the scope of the study will be met.
- The survey methods to be used and the clear reasons why the type of method is being undertaken.
- Details of the project team and their CVs.
- Details of the resources your firm will be using to produce this report, detailing the time and costs allocated to each person involved in the project (see pricing schedule at section 9).
- Details of similar projects that have been undertaken together with contact details to allow references to be obtained.
- Tenders should specify whether any of the project team has any conflicting interests which may prejudice their involvement in the project.
- Confirmation of the services that your firm can provide from its in house resources and details of specialist consultants who will form part of your team (if any). The use of sub-contractors following appointment will not be acceptable without prior agreement of the Council.
- A detailed budget breakdown of all elements necessary to meet the requirements of the brief including charge out rates for additional work.
- Details of your firms equal opportunity policy.
- Details of your firm's commitment to quality management and whether or not you are ISO 9001 accredited.
- Details of your firm's professional indemnity insurance.

10.0 PAYMENTS

10.1 Wirral Council will not be liable for any costs incurred in the preparation of responses to this Request for Consultation and will not be bound to accept the lowest or any quotation.

10.2 Payment of fees will be made following the satisfactory completion of the study. Provision for staged payments will be considered by agreement.

11.0 SELECTION

11.1 The evaluation of responses will be carried out during the week beginning 17th March 2008. Responses will be evaluated on a 60% technical and 40% financial basis. The technical assessment will be based on the following factors:

- Evidence of understanding of the brief;
- Past relevant experience of the company for similar work;
- The qualifications, experience and suitability of the project team;
- The use of established best practice for each area of work;

- The provision to be made for consultation with key stakeholders and other consultees;
- The provision to be made for any additional survey work
- The provision to be made for data management and mapping; and
- Compliance with the corporate policies of the Council.

11.2 The financial assessment will be based on value for money.

11.3 A shortlist will be compiled and successful respondents will be invited to a presentation and interview panel which will take place during the week beginning 25th March 2008. Respondents should ensure that the key personnel who will form part of the project team are available to attend.

12.0 TIMETABLE

12.1 The key dates envisaged for this project are outlined below. A relatively short time frame is envisaged:

- Invitation to quote - 15th February 2008
- Submission of responses – by **Noon 14th March 2008**
- Short listing of consultants – week beginning 17th March
- Interview short listed consultants (if required) – week beginning 25th March 2008
- Confirmation of retention of consultants – 28th March 2008
- Proposed start date and inception meeting – week commencing 31st March 2008

12.2 Respondents are asked to provide an indicative timetable for undertaking the commission. The period of the commission will be for an initial period of up to 5 months (but may be extended to allow for any required survey work) although the Council will be looking for as much of the work as possible to be completed by the end of August 2008, in order to assist with the delivery of the LDF timetable.

12.3 The final detailed timetable for the delivery of this commission will be agreed with the Steering Group at the inception meeting.

PRICING SCHEDULE

13.0 PRICING SCHEDULE

13.1 Please insert below a summary of your cost breakdown against each of the 9 tasks identified listed in this Request for Quotation alongside the days of work required in relation to the personnel who will be used to work on this Contract.

13.2 The maximum available budget for this commission is £45,000 excluding VAT, inclusive of all expenses, disbursements etc.

	T1	T2	T3	T4	T5	T6	T7	T8
Project Manager								
Daily rate (£):								
No of days:								
Senior Consultant								
Daily rate (£):								
No of days:								
Consultant								
Daily rate (£):								
No of days:								
Project Assistant								
Daily rate (£):								
No of days:								
Total Days for Each Task:								
Total Cost for Each Task (£):								

PRICING SCHEDULE

Total Fee £

All costs must include all expenses. This will apply without exception.

Costs are required for monthly contract monitoring.

Upon quotation award, we may require the product/service pricing information (with images) to be provided in a "catalogue load template". The format is illustrated below. ***Please do not complete this now.*** Upon quotation award, an excel template will be emailed to your company for completion.

Category	Action	Supplier Item	Description	Unit	Unit Price	Currency	Thumbnail Image
<i>Product/Service Pricing Information to be provided under these categories.</i>							

With the implementation of the Authority's iProcurement system, all orders will be placed by email where practicable.

Please confirm whether your company will be able to accept email orders:	Please Tick:- Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Please provide an email address where orders are to be sent:	

STANDARD TERMS & CONDITIONS FOR SERVICES

1. For the purpose of these Conditions of Contract the following meanings shall apply:
 - a) "The Council's Officer" shall mean the Director for the time being of the Division of the Council for which the service shall be required and shall as regards to taking of any action or the giving of any order, instruction or notice by or on behalf of the Council include the Chief Executive for the time being of the Council;
 - b) "The Contractor" shall mean and include the company, body, person or persons and its or their successors, executors and administrators whose tender is accepted by the Council and in the case of joint Contractors shall be deemed to bind them jointly and severally;
 - c) "The Contract Documents" shall mean collectively the tender accepted by the Council (and all documents annexed to or referred to in the form of tender).
 - d) "The Council" shall mean the "Wirral Borough Council" and any statutory authority which may succeed to, or replace the Council in the exercise of its statutory functions.
2. The Contractor shall execute the service specified in the Contract Documents or in any order given by the Council's Officer in such manner and at the rates or prices respectively set out in the Contract Documents. The service shall be executed in accordance with this Agreement and at the Contractor's risk. The Contractor shall carry out his obligations described in the specification or contract proposals or other contract documents promptly and with reasonable care and skill and in line with Corporate Policy.
3. The rates or prices set out in the Contract Document are to be on a fixed price basis unless the Contract Documents provide otherwise and unless otherwise agreed no modifications or variations will be allowed during the period of validity of the Agreement.
4. All the goods supplied in the execution of the services shall be fit for purpose, of the standard specified and free from all defects.
5. At the time of the execution of the service the Contractor must furnish the Council's Officer with an advice or delivery note containing particulars of the service executed at the time. Should any costs be incurred by the Council in consequence of the neglect of the Contractor in this respect it shall be lawful for the Council to deduct and retain the amount of such costs from the amount of any monies due to the Contractor unless the Council shall exercise its right under Clause 6 or 7 hereof in which event the provisions of Clause 6 or 7 shall apply to such a breach.
6. The Council's Officer shall be at liberty to reject any work if the Contractor has not complied with all the provisions of Clause 2, 4 or 5 hereof.
7.
 - a) Without prejudice to all its other rights and remedies, the Council may terminate the Contract with immediate effect, or at its absolute discretion, on the expiry of written notice served upon the Contractor:-
 - i) If the Contractor has committed a material breach of the Contract, or
 - ii) If the Contractor has failed to comply with a notice served upon him by the Council requiring him either to conform in future with any provision of the Contract which he has broken or to remedy any breach of his obligations under the Contract within such period as may have been specified by the Council in the said notice, or
 - iii) If the Contractor suffers an execution to be levied on his goods, or if the Contractor consists of one or more individuals, any such individual dies or enters into a composition or arrangements for the benefit of his creditors or has a bankruptcy order made against him or, if the Contractor consists of a body corporate, the Contractor has an administrator or administrative receiver appointed or is the subject of a resolution or order for winding up.

- b) The Contractor shall be liable forthwith to compensate the Council for any loss or damage it has sustained in consequence of any antecedent breaches of Contract by the Contractor and for any loss that the Council sustains as a consequence of such termination. The Council may deduct such damages or loss from any sums owing to the Contractor under the Contract.
- c) The termination of the Contract is without prejudice to the rights, duties and liabilities of either party accrued prior to termination and either party shall be entitled to exercise any one or more of the rights and remedies given to it under the Contract which is capable of surviving the termination of the Contract.
8. The Council shall be entitled to cancel the Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or agreed to give or given any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any such act in relation to the obtaining or execution of this Agreement or any other Agreement with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the Council, or if the like acts shall be done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Public Bodies Corrupt Practices Act 1889, or the Prevention of Corruption Acts 1906 and 1916 or any subsequent legislation enacted to replace these Acts, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972.
9. The Contractor shall not transfer or assign directly or indirectly or subcontract or underlet to any company partnership, incorporated, or unincorporated body, person or persons whatsoever this Agreement or any part thereof without the written consent of the Council's Officer and in the event of the Council's Officer giving any such consent as aforesaid (which shall be in his absolute discretion) the Contractor shall be responsible for all work done by such sub-contractor or sub-contractors and for such work being carried out under the same conditions as if executed by the Contractor and shall be responsible for the observance of the contract hereof by such sub-contractor or sub-contractors.
10. The Council does not bind itself to consider any tender or to accept the lowest tender or any tender at all and reserves the right to accept the whole or part or parts of any tender. The Council shall not be responsible for any costs incurred by the Contractors in preparing the tender.
11. Canvassing Members of the Council is prohibited.
12. Any notice or instruction to be served on or given or delivered by the Council to the Contractor shall be delivered at or sent through the post to the usual or last known address of the Contractor or to the Foreman or Agent of the Contractor and shall be deemed to have been received in the ordinary course of the post. All communications, advices of delivery and invoices from the Contractor in reference to the carrying out of the contract shall be sent to the Council's Officer.
13. In the event of any claim being made or action brought against the Council for infringement of patents in respect of goods supplied to the Council under this Agreement the Council shall immediately notify the Contractor and the Contractor shall be at liberty (with the assistance of the Council is required) at the expense of the Contractor to conduct all negotiations for the settlement of the same or any litigation that may arise. Subject to the notification stated above and provided that no such goods shall be used for any purpose other than for which the Contractor supplied the same the Contractor shall indemnify the Council in respect of any such claim.
14. Nothing in this Agreement shall be taken to prevent or restrict in any way whatsoever the rights of the Council to order a service of the same or a similar description to those specified in the Contract Documents from any other company, partnership, incorporated, or unincorporated body, or to execute or have executed on its behalf such service itself.
15. If the Contractor shall become bankrupt or insolvent or enter into liquidation whether compulsory or voluntary (except liquidation for the purpose of reconstruction) or shall suffer execution for debt in any Court of Law or shall propose any composition with creditors for the settlement of debts or shall enter into make or execute any Deed of Arrangement as defined by the Deeds of Arrangement Act 1914, or enter into the voluntary arrangement under Parts I and IX of the Insolvency Act 1986 or shall carry on or shall propose to carry on the business under an insolvency practitioner as defined by Section 388 of the Insolvency Act 1986 or shall commit any offence under the Insolvency Act 1986 the Council may require

the service to be executed and if this requisition is not satisfactorily complied with within seven days from the date of the Council's notice to that effect the Council may by notice in writing to the Contractor and without prejudice to any other rights of the Council whether under this Agreement or otherwise rescind the contract whereupon this Agreement shall be at an end.

16a. All contractors for the supply of goods and services will uphold the principles of sustainable development and comply with all environmental legislation, to include but not be limited to the Environmental Protection Act 1990.

16b. The Council reserves the right to terminate any contract where a contractor is found to be in direct contravention of such principles and legislation.

16c. The Council maintains a list of prohibited environmentally damaging products which should not be used by contractors unless by prior agreement with the Council. Copies of the list of prohibited products are available upon request.

EQUALITY & NON DISCRIMINATION

17. In discharging its obligations under this Contract, the Contractor will comply with all applicable Acts of Parliament, Regulations, Orders, Directives, Statutory Guidance, Codes of Practice and Byelaws that are in force or may come into force during this Contract.

18. Without prejudice to, or limitation of, its obligations under Clause 17, the Contractor shall comply with the following requirements in discharging its obligations under this Contract.

- a) The Contractor shall not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion and belief, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Race Relations Act 1976 (as amended), the Employment Equality (Religion or Belief) Regulations 2003 and any other relevant legal requirement applicable during this Contract.
- b) The Contractor shall not treat a person less favourably for a reason relating to that person's disability (as defined by the Disability Discrimination Act 1995) nor fail to comply with a duty under that Act to make reasonable adjustments in relation to the disabled person.
- c) The contractor shall ensure that it complies with the Commission for Racial Equality's Code of Practice in Employment, the Equal Opportunity Commission's Codes of Practice on Sex Discrimination and Equal Pay and the Disability Rights Commission's Code of Practice for the elimination of discrimination against disabled persons in the field of employment, together with any future Codes of Practice in respect of Equality Issues.
- d) The Contractor shall notify the Council as soon as it becomes aware of any complaint or proceedings against the Contractor alleging unlawful discrimination or any investigation of the Contractor's performance of this agreement. In the event of any such complaint, proceedings or investigation the Contractor will co-operate fully and promptly with the body undertaking the investigation or bringing the proceedings, and will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of such investigation of proceedings.
- e) The Contractor shall provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract, and vice-versa.
- f) In the event that the Contractor subcontracts any of its obligations under this Contract it will impose obligations on its subcontractor that are substantially similar to those set out in this Clause.
- g) The Council reserves the right to require the Contractor, by written request, to remove any person involved in the performance of the Contract where in the Council's reasonable opinion such person is acting contrary to the requirements of this Clause.
- h) The Contractor will discharge its obligations under this Contract without infringing the human rights of any person, as defined by the Human Rights Act 1998.

19. The Contractor shall

- a) At all times provide the service in accordance with the council's commitment to equal access to services for all sections of the community.
- b) Make sure that no section of the community is denied access or receive a poorer service on the grounds of race, gender or disability.
- c) Establish adequate managerial and supervisory arrangements for staff to be made aware of and to comply with the council's service delivery objectives.
- d) Ensure that sufficient, instructed and competent staff are available to provide services to all sections of the community including those who do not speak English.
- e) If required, attend regular meetings with equal opportunities staff and local community groups to discuss the service and improvements to it.
- f) Provide any information regarding the delivery of services to ensure the council meets its statutory obligations under section 71 of the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000.
- g) Support and co-operate with council initiatives aimed at improving services (and/ or access to services) to different groups in the community.

20. The Contractor shall be liable for and shall indemnify the Council against any claim in respect of personal injury or death which arises out of the Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract.

21. The Contractor shall be liable for and shall indemnify the Council against any economic loss or damage to the Council's property or any other person's property which arises out of the Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract and for the purposes of this clause any act or omission of a sub-contractor shall be deemed to be that of the Contractor.

22.

a) The Contractor shall comply with all statutes, regulations and bylaws to be observed and performed in connection with the fulfilment of his obligations under the Contract and shall indemnify the Council accordingly against any loss or damage caused by non-compliance with the same.

b) Without prejudice to the generality of the foregoing, the Contractor shall comply with his obligations under the Health and Safety at Work Act 1974 and any regulations made thereunder, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, and the Disability Discrimination Act 1995 and any subsequent replacement or amending legislation.

c) It is a requirement that all contractors working in Council premises must identify hazards and carry out a risk assessment as required. As a minimum requirement, an adequate record of the assessment must be kept for the duration of the contract for all hazards identified.

23. The standard terms of payment will be 28 days from the date of invoice, unless otherwise agreed, which is subject to the Council's right to deduct from any sum due to the Contractor the amount of any loss which the Council has sustained as a consequence of any antecedent breach of contract by the Contractor. Notice of any amount withheld by the Council from sums due to the Contractor shall be given to the Contractor within 21 days of the Council's receipt of the invoice together with the reasons for withholding the amount.

24. The Contractor shall be entitled to terminate the Contract if:

- i) The Council has failed to comply with its obligations under Clause 23 above, and
- ii) The Contractor has served notice upon the Council by recorded delivery specifying the default and requiring the Council to pay the amount properly due to the Contractor within 21 days thereof and
- iii) The Council has not paid the amount properly due to the Contractor within the 21 days specified in the said notice.

25. The Contractor shall insure against his liability to the Council under clauses 20 and 21 above in the sum of at least £5 million in respect of any one occurrence or series of occurrences arising out of one event. The Contractor shall produce to the Council the relevant insurance policy or policies required under the Contract and the premium receipts as and when required by the Council.

26. The Contractor shall retain for production as required by the Council all accounts, vouchers and documents relating to the Contract until he has received notification from the appropriate officer of the Council that the accounts relating to the Contract have been audited by the Council.

27. The terms and conditions of the Contract as stated herein override any terms and conditions specified by the Contractor in submitting his tender.

28. The Contractor acknowledges that this Contract has not been entered into wholly or partly in reliance on any statement promise or representation made by or on behalf of the Council other than any statements promises or representations to which the Contractor has drawn attention in writing to the Council before the commencement of the Contract. Nothing in this clause will exclude any liability which the Council would otherwise have to the Contractor in respect of any statements made fraudulently.

29. If any sum payable under the Contract is not paid when due then without prejudice to a party's other rights and remedies under the Contract, that sum will bear interest from the due date until payment is made in full at 2% per annum over the base rate of the Council's bank at the date of this Contract.

30. Copyright in the materials produced for the Council by the Contractor in the performance of the Contract shall vest in the Council and the Contractor shall not reproduce or disseminate the said materials except with the prior written permission of the Council which shall not be unreasonably withheld.

31. Nothing in this Contract confers on any third party any benefit or any right to enforce any term of this Contract.

32. Throughout the duration of the Contract the Contractor shall be an independent contractor and not the employee of the Council. Subject to his obligations under the Contract, the Contractor shall determine the manner in which he performs the Contract.

33. The failure by the Council to enforce at any time or for any period any one or more of its rights or remedies under the Contract shall not be a waiver by it of its right at any time subsequently to do so on reasonable notice being given to the Contractor.

DECLARATION

I/We the undersigned, hereby quote to supply the goods/services detailed in this Request for Quotation and specification.

I certify that as far as I know, the information I have supplied is accurate.

I/We agree that this quotation shall remain open to be accepted or not by the Council for a period of six weeks from the closing date for the receipt of quotations.

I/We hereby offer to supply the goods/services at the respective prices quoted, (prices include carriage but will exclude VAT), at the date of delivery stated. This is in accordance with Wirral Borough Councils terms and conditions of contract. A copy of these may be obtained from: www.wirral.gov.uk/tendersandcontracts

I/We certify that I/We have not now or will in the future, canvassed or solicited any member, officer or employee of the council and any other companies in the group of which the council forms part, in connection with this quotation and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

The quotation submitted herewith is a bona fide tender intended to be competitive. We have not fixed or adjusted the amount of the quotation by or under or in accordance with any collusive agreement or arrangement with any other person.

NAME OF CONTACT:	
DESIGNATION:	
COMPANY NAME:	
ADDRESS (including postcode)	
TELEPHONE:	
FAX:	
EMAIL:	
PAYMENT TERMS:	
SIGNATURE:	
DATE:	