

# Bidder Pack Procurement Specific Requirements

Procurement Title: The Employer Pays Principle Feasibility Study, within the Horticulture Value Chain.

**Procurement Reference Number: C26488** 

September 2024

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# **Section 1: The Invitation**

This procurement is being carried out by Defra group Commercial in accordance with the Open Procedure as set out in the Public Contract Regulations 2015 (PCR) on behalf of the Seasonal Labour and Worker Welfare, Food Security and Co-ordination team - Agri-Food Chain Directorate - Defra.

The Bidder Pack comes in two parts.

The first part, The Core Requirements, provides details of the General Requirements, Government Transparency Agenda and Government Priorities.

The second part, the Procurement Specific Requirements, provides details of the Specification Requirements, Terms and Conditions of Contract, Evaluation Methodology, Procurement Timetable and Definitions.

The tendering process seeks to determine the Most Economically Advantageous Tender (MEAT). The Authority will evaluate the Tenders using the tender evaluation criteria and weightings listed in Section 4, Evaluation Methodology.

# **The Opportunity**

This opportunity is advertised by Defra group Commercial on behalf of the Seasonal Labour and Worker Welfare, Food Security and Co-ordination team - Agri-Food Chain Directorate - Defra.

# **Quotation Submission**

Details of the Qualification, Technical and Commercial requirements can be located through the Atamis e-tendering portal (<a href="https://defra-family.force.com/s/Welcome">https://defra-family.force.com/s/Welcome</a>).

# **Executive Summary**

Migrants using the Seasonal Worker visa route are at risk of exploitation as reported in the ICIBI report (e.g. para 3.45) and DLME's UK Labour Market Enforcement Strategy 2022-23 which notes agriculture is a 'high risk sector' for seasonal workers. These risks include debt bondage from costs incurred whilst travelling to and working in the UK and costs incurred in migrants' home countries.

Adoption of the Employer Pays Principle (EPP) has been cited by various organisations such as the Institute for Human Rights and Business (IHRB) and many retailers as potentially important to mitigating these risks. IHRB defines the EPP as "No worker should pay for a job – the costs of recruitment should be borne not by the worker but by the employer." The definition of recruitment fees and related costs in this project will match those

of the International Labour Organization's (ILO) definition, i.e. "any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection". Further itemised definitions of recruitment fees and related costs are included in the ILO General principles and operational guidelines for fair recruitment and Definition of recruitment fees and related costs.

# **Objectives**

To produce a cost analysis and potential models of implementing the EPP for horticulture seasonal workers and to identify the potential economic and welfare implications.

The project, as specified below, will be processed via an open competition and the intention is to commence in November 2024 for around six months.

# **Procurement Plan and Timetable**

The timetable below is subject to change from time to time as notified by the Authority. All Tenderers will be informed via the Authority's <a href="https://defra-family.force.com/s/Welcome">https://defra-family.force.com/s/Welcome</a>.

Procurement Activity	Anticipated Date	
Publish Contracts Finder and FTS Notice, and Bidder Pack	27 <sup>th</sup> September 2024	
Clarification deadline	Date	Time
	18 <sup>th</sup> October 2024	14:00 GMT
Bidder Pack / ITT response date	Date Time	
	25 <sup>th</sup> October 2024	12:00 GMT
Compliance Checks	25 <sup>th</sup> October 2024	
Evaluation	25 <sup>th</sup> October 2024 – 30 2024	th October
Moderation Meeting	31st October 2024	
Produce Contract Award Report and Draft Feedback/Award Letters	04 <sup>th</sup> November 2024	
Approval of Contract Award Report	06 <sup>th</sup> November 2024	

Issue Notification of Intention to Award letters	06 <sup>th</sup> November 2024		
Discretionary Standstill Period	Available and ending 16 <sup>th</sup> November 2024		
Self-Declaration Due Diligence	TBC		
Finalise Contract and obtain approvals (if required)	18 <sup>th</sup> November 2024		
Contract award / contract issued	18 <sup>th</sup> November 2024		
Contract Start Date	18 <sup>th</sup> November 2024		
Publish Contract Award Notices and Redacted Contract	act 18 <sup>th</sup> November 2024		
Handover	18 <sup>th</sup> November 2024		
Service Commencement Date	18 <sup>th</sup> November 2024		
Contract End Date	30 <sup>th</sup> April 2025		

All timescales are set using a 24-hour clock and when referring to "days" it means calendar days unless otherwise specified (for example, working days).

#### **Variant Tenders**

The Authority shall not accept variant Tenders.

For the avoidance of doubt, if the Authority has reserved a right to waive a requirement in this Bidder Pack and chooses to exercise such discretion, the Tender will not be considered a variant Tender.

# **Abnormally Low Tenders or Pricing Anomalies**

If the Authority considers your Tender to appear abnormally low, an initial assessment will be undertaken using a comparative analysis of the pricing proposals received from all Tenderers [and the Authority's valuation of the procurement]. If that assessment indicates that your Tender is abnormally low the Authority will request a written explanation of your Tender, or of those parts of your Tender which the Authority considers contribute to your Tender being abnormally low. The Authority reserves the right to reject your Tender if the response does not satisfactorily account for the low level of price or costs proposed.

The assessment of abnormally low tenders will be undertaken strictly in accordance with Regulation 69 of the Public Contracts Regulations 2015, which outlines how abnormally low tenders must be assessed and the circumstances in which the contracting authority can reject the tender.

# **Pricing Anomalies**

If in the opinion of the Authority your Tender contains any pricing anomalies (for example apparent discrepancies between the financial submission and other parts of your response) the Authority may seek clarification. If the clarification response indicates that the pricing anomaly was the result of a clear and obvious error, in the interest of fairness the resulting change will be taken into consideration. If the clarification response results in a change to the initial tendered Commercial Response and price, it will not be taken into account.

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

# 1. The Authority's Priorities

The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs.

Within England, Defra are responsible for improving and protecting the environment. We aim to grow a green economy and sustain thriving rural communities. We also support our world-leading food, farming and fishing industries.

Further information on our responsibilities and how we are structured can be found on our website.

Department for Environment, Food & Rural Affairs - GOV.UK (www.gov.uk)

# Responsibilities:

- improve the environment through cleaner air and water, minimised waste, and thriving plant and terrestrial and marine wildlife.
- reduce greenhouse gas emissions and increase carbon storage in the agricultural, waste, peat and tree planting sectors to help deliver net zero.
- reduce the likelihood and impact of flooding and coastal erosion on people, businesses, communities and the environment.

increase the sustainability, productivity and resilience of the agriculture, fishing, food and drink sectors, enhance biosecurity at the border and raise animal welfare standards.

# 2. Background

Background to Defra's Seasonal Worker Team, Stronger Together, and the Seasonal Worker Scheme Taskforce for which Stronger Together act as secretariat

Defra has a Seasonal Workers team within the Agri-Food Chain Directorate, which focuses on seasonal labour and the welfare of seasonal workers. The Seasonal Worker Scheme Taskforce (hereon, "the Taskforce") is a multi-stakeholder programme consisting of retailers, growers, suppliers, scheme operators, NGOs, and non-profits working collaboratively to develop and implement tangible actions to help safeguard and ensure access to workers' rights in the scheme. Stronger Together is an impact driven, not for profit organisation that

provides businesses with practical training, resources, business services and collaborative programmes. Stronger Together is working towards a vision of a world where all workers are recruited responsibly and have fair work free from exploitation.

# Background to the specific work area relevant to this purchase

Migrants using the Seasonal Worker visa route are at risk of exploitation as reported in the ICIBI report (e.g. para 3.45) and DLME's UK Labour Market Enforcement Strategy 2022-23 which notes agriculture is a 'high risk sector' for seasonal workers. These risks include debt bondage from costs incurred whilst travelling to and working in the UK and costs incurred in migrants' home countries.

Adoption of the Employer Pays Principle (EPP) has been cited by various organisations such as the Institute for Human Rights and Business (IHRB) and many retailers as potentially important to mitigating these risks. IHRB defines the EPP as "No worker should pay for a job – the costs of recruitment should be borne not by the worker but by the employer." The definition of recruitment fees and related costs in this project will match those of the International Labour Organization's (ILO) definition, i.e. "any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection". Further itemised definitions of recruitment fees and related costs are included in the ILO General principles and operational guidelines for fair recruitment and Definition of recruitment fees and related costs.

# Requirement

The objective is to produce a cost analysis and potential models of implementing the EPP for horticulture seasonal workers and to identify the potential economic and welfare implications.

The project, as specified below, will be processed via an open competition and the intention is to commence in November 2024 for around six months.

The primary goal of this work is to reduce risk for workers whilst reasonably taking into account considerations such as food security, sustainability of the UK horticulture sector, consumers, etc.

#### **Desired outputs include:**

#### 1. Stocktaking Report:

#### Essential

a) End-to-end illustration of how supply chains in the sub-sectors of the horticulture sector that use the most seasonal workers are structured.

#### Desirable

- b) High-level analysis of implementation of the EPP in different countries.
- c) Identification and mapping of workers' types of employment per crop.

#### 2. Assessment of Costs Report:

#### Essential

a) End-to-end process map of where recruitment costs are incurred by migrant workers, how much and where costs would fall.

#### Desirable

- b) This should include an average cost for workers ideally per country with confidence limits, depending on data available.
- 3. Economic modelling of the implications of implementing costs associated with EPP based on:

#### Essential

- a) Range of implementation models where costs are shared differentially between different actors within the supply chain.
- b) Scenarios of partial versus full application of the EPP.

#### Desirable

c) Scenarios of a phased approach to implementation over a period of time.

Economic modelling should include the potential positive or negative implications on:

- i. The horticulture sector from applying the EPP, including the sustainability of the sector or the visa route.
- ii. Impacts on other actors within the supply chain, including the economic impact on competitiveness of the UK horticulture sector vs imports, and wholesalers i.e. hospitality and public procurement.
- iii. The workers' welfare, as a consequence of reducing financial risks faced.
- iv. Risks of illegal fee charging to workers.
  - 4. Assessment of potential operational models by which to implement the costs of EPP based on the options as outlined in part 3

#### To Note:

The successful bidder will be expected to outline a robust methodology to achieve this which may include conducting, among others:

- Early project scoping including desk-based review of existing data sources and research.
- Kick-off meeting for further input from Defra, the SWS Taskforce and a multistakeholder advisory group to refine project design.
- Confidential interviews with relevant supply chain actors to look at current commercial modelling for recruitment and labour costing at different tiers in the supply chain.
- Confidential interviews with operators of seasonal labour schemes in other countries that implement the EPP.
- Engagement and interviews with wider advisory stakeholders, including worker representative organisations.
- Worker-centred interviews with a broad range of migrant workers from different countries represented in the analysis.
- Regular engagement and reporting to the multi-stakeholder advisory group at key project milestones.
- Consultation with devolved governments to understand the implications for them of applying the EPP to the UK's horticulture sector.

# Scope

- a) Only the horticulture sector.
- b) Only seasonal workers will be considered.
- c) UK-wide (given workers can transfer between farms in different regions of the UK).
- d) All recruitment fees and related costs as defined in the ILO Definition of Recruitment Fees and Related Costs, including those that are legal for workers to pay such as travel costs, should be considered within the economic modelling of the cost of EPP.
- e) Additional illegitimate, unreasonable and undisclosed costs, also defined in the ILO Definition of Recruitment Fees and Related Costs, should not be factored into the economic modelling except in assessments of potential positive or negative consequences. This is a limitation of the study that needs to be managed through effective due diligence in the implementation phase.

#### **Variables**

The bidder needs to demonstrate their methodology to ensure the economic modelling and operationalisation models include a representative sample of the following variables are considered and represented:

- a. A range of crops that reflect different season lengths.
- b. A sample of the different recruitment corridors from near, mid and far recruitment (e.g. but not necessarily Bulgaria, Kyrgyzstan, Indonesia).
- c. A sample of different Scheme Operator Recruitment and commercial models, with appropriate provisions in place to protect any information deemed commercially sensitive/confidential e.g. online, direct in-country office, direct UK teams, indirect via in-country agent.
- d. A range of scenarios of employment during the season including via transfers (e.g. one employer full 6 months; one employer shorter season; multiple employers (via transfers) full 6 months; multiple employers (via transfers) shorter season).
- e. A range of crops for which the direct labour cost is of varying proportion to <a href="the-overall product cost">the overall product cost</a>. Direct labour cost should include the total cost of employment and recruitment, including the fee the Scheme Operator charges.
- f. A range of workforce make-up whereby seasonal worker visa (SWV) workers and other seasonal workers make up varying proportions of the overall workforce.
- g. The variability on the length of worker contract and any early termination, initiated by the employer or worker.

#### **Key Assumptions**

- a. The operation and <u>scheme rules</u> of the seasonal worker visa route remain unchanged.
- b. The application of the Employer Pays Principle in this context means that recruitment fees and related costs should not be borne by the worker (in line with the ILO Definition of Recruitment Fees and Related Costs) and should instead be reflected fairly in cost prices in the value chain.
- c. Financing models should be suggested to mitigate impacts on cash flow for those least able to afford, including consideration for worker cash flow and risk of going into debt for migration costs, and challenges at different levels in the value chain.
- d. The costs of all seasonal workers employed in the UK horticulture sectors (e.g. including those on Seasonal Worker Visas, EU Settled Status, those on Ukrainian

- visa schemes and UK residents) should be factored in for modelling the EPP with clearly defined representation in the analysis.
- e. Proposed operational models of the EPP should conform to the <u>UN Guiding</u> Principles on Business and Human Rights.
- f. The UK will continue to have a food security agenda and an interest in maintaining current levels of UK food production.
- g. The successful contractor will also be expected to apply their own assumptions, in agreement with Defra and the SWS Taskforce, to the modelling.

#### **Definitions**

- a. *Employer Pays Principle (EPP)*: No worker should pay for a job the costs of recruitment should be borne not by the worker but by the employer.
- b. *ILO definition of recruitment fees and related costs*: Any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection. Full itemised definition here.
- c. Seasonal worker: A worker whose work by its character is dependent on seasonal conditions and is performed only during part of the year (UN ICMW 1990). A seasonal worker may be a national of the State in which the seasonal work is performed or a migrant worker (see <a href="here">here</a>).
- d. *Migrant worker:* A migrant worker is a person who is to be engaged, is engaged or has been engaged in a remunerated activity in a State of which he or she is not a national (UN ICMW 1990).
- e. Seasonal worker visa (SWV) worker: A migrant worker who holds a UK seasonal worker visa to work in UK horticulture or poultry (see <a href="here">here</a>).
- f. Horticulture: The branch of agriculture that relates to the production, cultivation and management of edible fruits and vegetables, and ornamental plants (see <a href="here">here</a>).
- g. Value chain: In this context refers to the processes and costs associated with recruiting workers from their place of residence through to the consumption of the products they cultivate and harvest in the UK.

#### **End Products**

- The successful contract must make all reasonable attempts to meet requirements for publication of accessible documents, following GOV.UK guidance on how to do so, as found here: <a href="Publishing accessible documents GOV.UK">Publishing accessible documents GOV.UK</a> (www.gov.uk); <a href="Document publishing standards">Document publishing standards</a> | <a href="Defra Intranet">Defra Intranet</a>). They will agree with project officers where these cannot be met because they are a <a href="disproportionate">disproportionate</a> burden.
- Products, including economic mapping and written conclusions, will be shared with all members of the Taskforce, and publicly. It will be made accessible via GOV.UK.

# **Deliverables and Payment Schedule Table**

	Project Deliverables	Detail of Deliverables	Responsible Party	Payment Schedule, Date of completion, end (e.g. by week 2):
11	Kick off Meeting	defined in the bid/project specification) and gather stakeholder input.	Contractor, Defra Project Manager, SWS Taskforce and Project Advisory Group	Week 1 (week immediately after contract is awarded)
17	Refined Project Plan	The project plan will provide an updated methodology	Contractor, Defra Project Manager,	End of week 3
ľΚ	Project Plan update Meeting	plan to agree its outlook and reach consensus on next steps	Contractor, Defra Project Manager, SWS Taskforce and Project Advisory Group	End of week 4

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4	Project Management Meeting	Project Management Review meeting between the Contractor presents and Defra and / SWS Taskforce on project progress.	Contractor, Defra Project Manager, SWS Taskforce	End of week 8
	The details and d	ates of the following delive SWS Taskforce and the s	•	· ·
5	Progress review Presentation (Data findings)	Meeting between Defra, SWS Taskforce, Project Advisory Group and the Contractor to discuss progress and next steps (suggested completion date for data gathering).	Contractor, Defra, SWS Taskforce and Project Advisory Group to review and input	End of week 16 (50% payment)
6	Progress review Presentation (Economic modelling)	Meeting between Defra, SWS Taskforce, Project Advisory Group and the Contractor to discuss progress and next steps (suggested completion date for economic modelling).	Contractor, Defra, SWS Taskforce and Project Advisory Group to review and input	End of week 20 (30% of payment)
7	Progress review Presentation (Implementation Models)	Contractor presents proposals on potential models of implementation and potential positive/negative consequences.	Contractor, Defra, SWS Taskforce and Project Advisory Group to review and input	Start of week 24 (10% of payment)
8	Final Report Presentation	Final report to be submitted to Defra.  As an independent report authored by the Contractor, no influence on content at this stage by Defra or SWS Taskforce.	Contractor, Defra and SWS Taskforce to review the report regarding service levels and quality.	End of month week 28 (10% balance payment)

# 3. Payment Schedule

The successful Tenderer will be paid in by invoice following satisfactory completion of the above Deliverables 5 (50% of total cost), 6 (30% of total cost), 7 (10% of total cost) and 8 (10% of total cost). Defra is content to discuss alternative payment schedules with the successful Tenderer. However, your preferred payment schedule may not be available, and you should discuss this with Defra before submitting a tender (Clarification period only).

# 4. Accessibility

As a public body, any product that is published within the public domain must comply with the accessibility legislation. Please ensure that where the end product is to be published, reference is made to the following requirement which can be found here.

https://www.gov.uk/guidance/publishing-accessible-documents

# 5. Anonymised Recruitment

- Anonymised recruitment removes the candidate's personal details from their application. The most common items include name, age, employee number, email address, home address, nationality, and immigration details. This supports diversity in the workforce. It helps to create a more level playing field in the assessment process.
- Where procuring an opportunity that requires the provision of CVs, anonymised recruitment should be the default position.

# 6. Governance

# Roles, Responsibilities, and Governance

Governance of the project will be managed by Defra in collaboration with the Taskforce, with Stronger Together acting as the secretariat for the latter. Defra and the Taskforce will work together to select the successful bidder and will work in partnership to provide oversight of the project. For this, the successful bidder will be expected to report on progress to both parties.

To deliver effective governance and oversight for the broader management of the project, Defra and the Taskforce will create a Project Advisory Group of stakeholders from within and outside Taskforce membership including NGOs, IGOs, industry, and government/public bodies.

The successful bidder will report to Defra and the Taskforce and will be guided by them. But, to ensure robust and realistic conclusions are developed, the successful bidder will be independent of both Defra and the Taskforce. Additionally, the Project Advisory Group will provide ongoing advice and support throughout the project.

The successful bidder will be expected to appoint a Project Manager who will act as the principal point of contact for Defra and who will be jointly responsible for the day-to-day management of the project. The successful Tenderer will be required to regularly update the nominated Defra Project Manager on project progress.

# 7. Quality Assurance

The evidence used in preparing the final report must be collected, processed and published with rigor, following appropriate quality assurance (QA) processes, which will be in place from the outset of the project and will be embedded within the contracting organisation. The Contractor will provide Defra with relevant assurances around QA procedures and/or certifications from recognised standards providers (e.g. ISO). Defra will review and assess quality assurance by internal and external peer review before final approval of outputs presented by the Contractor.

# 8. Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

#### **Rail Travel All Journeys**

Standard class rail should be used unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

#### Mileage Allowance

Mileage allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motorcycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	Зр	3р
Bicycle	20p	20p

<sup>\*</sup>NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g., on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

# **UK Subsistence**

Location	Rate
London (Bed and Breakfast)	£160 per night + £20 buffer
UK Other (Bed and Breakfast)	£100 per night for all other locations +£20 buffer

<sup>\*\*</sup> Under HMRC rules this expense is taxable.

# **Section 3: Terms and Conditions of Contract**

The Terms and Conditions of Contract for this procurement are DgC standard conditions of contract for research and development using a R&D Order Form.

# Research and development terms and conditions - GOV.UK (www.gov.uk)

The Terms and Conditions are split into Core Terms and Contracting Authority Terms within the Annexes / Schedules, and details of the legal priority are similarly within the contract's Annexes/Schedules.

The contract will run until 30 April 2025.

#### **Suggested Changes to Conditions of Contract**

Tenderers may raise clarification questions relating to the amendment of contract terms (Appendix B) during the clarification period only, as specified in the Timetable, if it can be demonstrated that there is a legal or statutory reason why they cannot be accepted. Where a legal or statutory reason cannot be substantiated the Authority has the right to reject the proposed changed.

Such requests must follow the Clarifications Sought by the Tenderer process set out in the Core Requirements element of this Bidder Pack.

# **Section 4: Evaluation Methodology**

The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to the Authority, having regard to the Authority's overall objectives and the criteria set out below.

Evaluation of Tenders comprise of the stages set out in the table below.

The Authority will carry out its evaluations of the Technical (70%) and Commercial (30%) elements according to the criteria, sub-criteria and weightings set out in the table below and **Appendix C**. The detailed questions and guidance are set out in the Authority's eSourcing (Atamis):

#### **Evaluation of Responses**

Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

During the consensus meeting, the decision may be taken that a Response will not be carried forward to the next evaluation stage if the consensus view is that the Tenderer has failed to meet any minimum or mandatory requirements, and/or provided a non-compliant response.

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Atamis, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 5 of the response form in Atamis and Part 1 of this Section 2 below (in respect of	Pass/Fail

		economic and financial standing and technical and professional ability).  Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.	
Stage 3	Technical & Professional Ability — Project Specific Requirements (Technical Questionnaire)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.  Some requirements are mandatory and if you cannot provide them your Tender may be rejected.  Scored as 70% weighting of the total available score, consisting of the following breakdown of questions:	Overall Scored weighting 70%  F01 — Sustainability/Social Value Weighting = 100% or Pass/ Fail  F02 - Equality and Diversity Weighting = 100% or Pass/ Fail  E01 — Delivery of the Project Specification and Project Management = 75%  E02 — Experience, Expertise, Capacity and Resource. Weighting = 25%  See Related Questions on Appendix C of the Bidder Pack/ITT
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule on the ITT and Atamis.	Overall Scored weighting 30%

		Tenderers will be required to submit the total fixed cost for completing the project and include a breakdown of costs as specified in the requirements. Costs will need to be reasonable and competitive and offer value for money.
Stage 5	Final score / Award	A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 5.  The final score is calculated as follows:  Total Technical Quality Requirements will make up to a maximum of 70% of total score. (Stage 3)  Total Price Requirements will make up to a maximum of 30% of total score. (Stage 4)  The most economically advantageous Tender will be the Tender with the highest final score.

- 1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Atamis to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings in clause 1.3 are applied.
- 1.2 Each question will be scored separately, and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
  - The total quality scores awarded will form **70%** of the final score;
  - The score awarded for price will form 30% of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Atamis for each

- question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.
- 1.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 1.6 Questions asked by the Authority to evaluate submission's Technical Quality can be found on Atamis. These are repeated as Appendix C of this ITT for information purposes.
- 1.7 The method for scoring price can be found on Atamis.
- 1.8 The submissions against the Technical Quality questions **E01 E02** will be evaluated using the following scoring criteria:

#### <u>Technical Scoring Criteria – 70%</u>

**For a score of 100: Excellent** - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

**For a score of 70: Good** - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

**For a score of 50: Acceptable** - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

**For a score of 20: Poor** - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

**For a score of 0: Unacceptable -** Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If a Tenderer receives a 'Fail' in either question **F01 or F02** they will be eliminated from the procurement.

If a score of twenty (20) or less is awarded to a Tenderer's response to any scored question **E01 – E02** the Authority may choose to reject the Tender.

If you score 50 or less in respect of questions **E01 - E02** then you may not progress to the next stage of the procurement.

The commercial evaluation will be based on total price and bidders will be required to provide a full price breakdown of the cost, and matched against milestones in the commercial workbook.

Tenderers must provide a financial proposal, including rates and hours for each participating team member and costing analysed by work stages. The project is for a fixed cost. A breakdown of costs against each objective and against each key personnel including a detailed breakdown for equipment, consumables; overheads and travel costs are required. The Authority is keen to receive competitive Day Rates which must be set out in the "Commercial Workbook" (provided in the ITT pack); "Staff Costs" worksheet and ensure the details entered in the "Milestone" worksheet are that of the deliverables detailed in the specification.

The above is required to be uploaded to the 'Commercial Envelope' of Atamis.

Where subcontractors or joint contractors are used, a separate breakdown for each should be provided in addition to the overall project costs.

Day rates for all staff should be provided along with a general description of duties.

Tenderers will be required to submit a total fixed cost for completion of the project and include a breakdown of costs against each objective and against key personnel. Costs will need to be reasonable and competitive and offer value for money.

Please DO NOT include the commercial/pricing Schedule in your technical submission.

# <u>Commercial Evaluation – 30%</u>

The calculation used is the following:

Score = Lowest Tender Price x 30% Maximum available marks

Tender Price

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = £3000/£3000 x 30% (Maximum available marks) = 30%

Tenderer B Score = £3000/£5000 x 30% (Maximum available marks) = 18%

Commercial Pricing Breakdown applicable to this ITT is on Atamis. This should be downloaded; completed and attached to the commercial envelope.

#### \*Please Note:

Tenderers must be aware that all bids are **submitted** in acceptance of agreed Defra's terms and conditions of contract for R&D. Any clarifications regarding terms and conditions must be discussed & agreed during the tender period. No discussion of terms and conditions of contract shall be held following tender submission. Failure to agree with the terms and conditions of contract post tender shall result in a bid being deemed non-compliant.

# **Selection Questionnaire - Financial standing**

The Authority will review the economic information provided as part of the Selection Questionnaire response to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator. If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:

- ask for additional information, including information relating to the Tenderer's parent company, if applicable; and/or
- require a parent company guarantee or a performance bond.

If the Authority decides that a parent company guarantee or performance bond is required, the Authority will reject a Response if the Tenderer is unable to offer a commitment to make such provision. In addition to the information provided in a Response, the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.

The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure. Financial strength is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.

The Authority will also consider annual turnover.

In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years.

Risk of Business Failure is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement. The Authority will also calculate and evaluate the Tenderer's:

- Operating performance: growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
- Liquidity: net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and financial structure: gearing ratios and interest cover.

# Section 5: Performance Management Framework

#### 1. Overview of the PMF

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure, and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
  - Updates to Authority
  - Data Handling
  - Participatory Outputs
  - Reports
  - Presentations
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

# 2. Management of the PMF

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on a monthly basis. The Contractor shall detail performance against KPI's at regularly agreed intervals with the Authority, who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they must also be met otherwise it will be taken as an indication that the Contractor is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.

2.5.	The Authority reserves the right to amend the existing KPI's detailed in section 6 below or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

# **Section 6: Key Performance Indicators (KPI's)**

KPI and deliverables		Measurement	Fail	Acceptable
1.	Updates to Defra and the Taskforce	Regular, and ad hoc, verbal and written updates summarising progress and challenges	Updates are infrequent or lacking enough detail to assure the Authority of progress	Updates are timely and include enough detail to assure the Authority of progress
2.	Data handling	Secure, accessible and organised collecting and storage of data/information relating to the project	Data, information and files are not kept up-to-date and are unavailable	All project data and information are up-to-date and accessible to the Authority
a.	Evidence synthesis	Collection and storage of external and internal evidence sources, as well as any annotations / analysis	Evidence is only cited and not made available to the Authority	Evidence is gathered, stored and accessible to the Authority
b.	Baselines and data collection plan	Collection and storage of data used to develop and test counterfactuals and baselines	Data is inadequate to achieve deliverable	Data is adequate and available to the Authority
3.	Participatory outputs	Notes and outputs from participatory exercises with stakeholders	Notes and outputs are incomplete or missing	Notes and outputs are detailed and stored for future reference
4.	Reports	Draft iterations and final reports, including comment logs and requested changes	Reports are late, incomplete and do not adequately address feedback from the Authority or deliverables	Reports are on time, complete, incorporate comments and address all deliverables
5.	Presentations	Presentation materials and delivery of key findings	Presentations do not take place	Presentations take place and convey key findings clearly
6.	Economic modelling	Models of the implications of implementing costs associated with EPP across the	Modelling is not robust, based on unjustifiable assumptions, economic theory and/or on a wide	Modelling is presented according to deadlines and is based on reliable evidence from a range of sources,

	harticultura	vorioty	good conomic
	horticulture value	variety of	good economic
	chain	verifiable data, is	theory & defendable
		late, or is	assumptions and
		incomplete.	provides an effective
			overview of potential
			positive/negative the
			implications of
			implementing costs
			incurred by applying
			the EPP in the
			horticulture value
			chain.
	Models	Modelling is not	Modelling is
	demonstrating how	robust, based on	presented according
	the how the EPP can	unjustifiable	to deadlines and is
	be operationalised	assumptions,	based on reliable
	across the	economic theory	evidence from a
	horticulture value	and/or on a wide	range of sources,
	chain	variety of	good economic
		verifiable data, is	theory & defendable
7 0 0 0 0 0 0 0 0 0 0 0		late, or is	assumptions and
7. Operational		incomplete.	provides an effective
models			overview of the
			potential
			positive/negative
			implications of
			implementing costs
			incurred by applying
			the EPP in the
			horticulture value
			chain.

# **Section 7: Definitions**

Unless the context otherwise requires, the following words and expressions used within the Bidder Pack (except for Section 3: Terms and Conditions of Contract) shall have the following meanings to be interpreted in the singular or plural as the context requires.

TERM	MEANING		
"Authority"	Means UK Government Department responsible for the environment, food and farming and rural affairs acting as part of the crown (DEFRA).		
"Bidder Pack"	means this invitation to tender and all related documents published by the Authority and made available to Tenderers.		
"Contract"	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.		
"EIR"	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.		
"eSourcing system"	means the eSourcing system is the eSourcing system (Atamis) used by the Authority for conducting this procurement, which can be found at <a href="https://defra-family.force.com/s/Welcome">https://defra-family.force.com/s/Welcome</a>		
"FOIA"	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.		
"Form of Tender"	means the form contained in Appendix A to the Procurement Specific section of the Bidder Pack which must be signed, scanned and uploaded into the Authority's eSourcing System by the Tenderer to indicate that it understands the Tender and accepts the various terms and conditions and other requirements of participating in the exercise.		
"Information"	means the information contained in the Bidder Pack or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the procurement.		
"Involved Person"	means any person who is either working for, or acting on behalf of, the Authority in connection with this procurement and/or the Contract including, without limitation, any officer, employee, advisor, agent, member, partner or consultant".		
"Pricing Schedule"	means the form accessed via eSourcing system in which Tenderers are required to submit their pricing information as part of a Tender.		
"Regulations"	means the Public Contracts Regulations 2015.		
"Relevant Body	means any other organisation, body or government department that is working with or acting on behalf of the		

	Authority in connection with this procurement and/or the Contract including, without limitation, its officers, employees, advisors, agents, members, partners or consultants.
"Response"	means the information submitted in response to the Bidder Pack via the online response forms on eSourcing system including the Tenderer's formal Tender.
"Specification of Requirements"	the Authority's requirements set out in Section 2 of the Bidder Pack Procurement Specific Requirements.
"Tender"	means the formal offer to provide the goods or services descibed in section 1 of part 1 of the Bidder Pack and comprising the responses to the questions in eSourcing system and the Pricing Schedule.
"Tenderer"	means anyone responding to the Bidder Pack and, where the context requires, includes a potential tenderer.
"Timetable"	means the procurement timetable set out in Section 1 of the Bidder Pack Procurement Specific Requirements.

# **Appendix A – Form of Tender**

To be returned by 12:00pm (GMT time) on 25th October 2024.

Victor Mpehla
Procurement Advisor
Department for Environment, Food and Rural Affairs
Procurement and Commercial Function

TENDER FOR: for the procurement of **The Employer Pays Principle Feasibility Study**, within the Horticulture Value Chain.

Tender Ref: Project/ITT C26488

- 1. We have examined the invitation to tender, and its schedules set out below (the **ITT**) and do hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing date **18/11/2024** for the period specified in the ITT.
  - Tender Particulars (Section 1)
  - Specification of Requirements (Section 2)
  - Form of Tender (Appendix A)
  - Authority's Conditions of Contract (Appendix B)
- 2. If this tender is accepted, we will execute the Contract, and any other documents required by the Authority within 10 days of being asked to do so.
- 3. We agree that:
  - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
  - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Atamis;
  - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;

- d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
- e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and
- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

#### 4. We confirm that:

- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- b. if there are or may be such circumstances giving rise to an actual or potential conflict of interest, we have disclosed this in full to the Authority.
- 5. We undertake and it shall be a condition of the Contract that:
  - a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
  - b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
  - c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.
- 6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed			
Date			

# In the capacity of

Authorised to sign Tender for and on behalf of	
Postal Address	
Post Code	
Telephone No.	 
Email Address	

# **Appendix B – Research & Development Terms & Conditions and Order Form**

For information. [Located on the Authority's Atamis eSourcing system – the bidder pack]

Research and development terms and conditions - GOV.UK (www.gov.uk)

# **Appendix C – Technical Evaluation Questions**

In line with DEFRA policy, we will be awarding a contract to the Most Economically Advantageous ITT response (MEAT).

The overall score is broken down as follows: **70%** of the overall score will be awarded for technical criteria and **30%** of the overall score will be awarded for commercial/cost.

Please note responses will be assessed against demonstration of understanding of the Specification in the Bidder Pack.

The technical evaluation criteria that will be used to assess responses are set out in the table below. The Technical criteria is weighted according to its significance to the project, and this will be applied using the following scoring methodology:

# Scoring Criteria

# Scoring criteria

**E01 - E02** will be scored using the following scoring criteria:

- For a score of 100: Excellent Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full
- For a score of 70: Good Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled
- For a score of 50: Acceptable Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements
- For a score of 20: Poor Response is partially relevant and/or poor.
   The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled
- For a score of 0: Unacceptable Nil or inadequate response. Fails to demonstrate an ability to meet the requirement

If you score 20 or less in respect of questions E01 - E02 then you may be eliminated from the procurement.

If you score 50 or less in respect of questions E01 - E02 then you may not progress to the next stage of the procurement.

	If a Tenderer receives a 'Fail' in any of the questions on F01 and, F02 they will be eliminated from the procurement.  Please DO NOT include the commercial/pricing Schedule in your technical submission.		
Detailed	Criteria	Weighting	Description
technical criteria	F01 – Sustainability/ Social Value	Pass/Fail – 100%	The Authority has set itself challenging commitments and targets to improve the environmental and social impacts of its estate management, operation, and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement published at:
			https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement
			Within this context, please explain your approach to delivering the services and how you intend to reduce negative sustainability and social impacts, including employing a diverse pool of individuals. Please discuss the methods that you will employ to demonstrate and monitor the effectiveness of your organisation's approach.
			Evaluation criteria:
			Your response should:
			Demonstrate that the Tenderer has a sustainability policy in place; and
			Provide evidence of your organisation's approach to supporting social value.

FC	D2 Equality and Diversity	Pass/fail – 100%	<ul> <li>Evaluation criteria:</li> <li>Does evidence exploration consider a variety of voices from across the globe, representing experiences and interests of those from marginalised communities?</li> <li>Do policy recommendations take into consideration a diversity of needs and interests of relevant stakeholders? Is the work carried out within a culture of fairness and inclusion? Are named individuals given equality of opportunity to carry out work?</li> <li>In order to achieve a pass, the Authority expects all the above points to be covered in your response</li> </ul>
			Please upload a document with the filename: F01 Your Company Name and question title. Your response must be a maximum of 2 sides of A4, font size 11 addressing the below questions. Any responses exceeding 2 sides of A4 will not be evaluated beyond the last page.
			<ul> <li>How will you ensure that all practices used in this contract meet Defra's sustainable procurement standards?</li> <li>How will you ensure that equality, diversity and inclusion considerations are implemented in the development of this contract?</li> <li>A "Fail" will be allocated to a response that does not demonstrate any evidence of Sustainability and Social Value support policies.</li> </ul>

			A "Fail" will be allocated to a response that does not demonstrate any evidence of Equality, Diversity and Inclusion policies.
			Please upload your response with filename 'Your Company Name_F02. Your response must be a maximum of 2 sides of A4, minimum font size 11 addressing the above questions. Any responses exceeding two sides of A4 will not be evaluated beyond the last page.
	E01 – Delivery of the Project Specification and Project Management	75%	Evaluation criteria:  Please provide details of your project design and methodology, how this meets the aims, objectives and outputs detailed in this specification, and how you intend to manage this project. This should include:
			<ul> <li>Engagement strategy, including tools for capturing the voices of a wide range of specialist stakeholders from a cross-section of interested parties.</li> </ul>
			Considerations for how input from stakeholders will be captured and reflected in materials
			<ul> <li>Details of analysis to be undertaken and reporting of findings, including how you will gather and analyse the data to draw conclusions</li> </ul>
			<ul> <li>Methodology for economic modelling taking account of the scope and variables defined in the project specification.</li> </ul>
			Demonstrate a robust approach to project management with a description of how this will be implemented, including in relation to change management, issues

escalation, risk management and quality control Your response must be a maximum of 6 sides of A4, font size 11, with an additional 1 side of A4 for a Gantt chart. Any responses exceeding 6 sides of A4 will not be evaluated beyond the last page. Please upload a document with the filename: "E01 Your Company Name and question title". 25% E02 The successful tenderer will need to have Experience, and be able to demonstrate the necessary Expertise, experience, skills, expertise and resources to Capacity and fulfil the requirements of the project Resource specification effectively. Evaluation criteria: Your response must include the following: Provide details of the proposed project team and the team structure, including any subcontractors. Include what each individual's role within the project will be, and how their expertise and previous experience (including their connections) and will enable them to successfully deliver the project specification. Demonstrate that key individuals have relevant expertise and experience to undertake the proposed project and the roles thy are allocated therein. Demonstrate that the size structure of the proposed project team is sufficient to complete the entire contract in the timescales required. If there are proposals for consortium/subcontracting arrangements, thev

comprehensive and reasonable and there

are measures in place to effectively manage these arrangements throughout the contract.

Your response must be a maximum of 2 sides of A4, font size 11, plus CVs (maximum of 2 sides of A4 per CV). Links to other documents will not be considered as part of your response. Please upload a document with the filename: 'E02\_Your Company Name and question title'.

# Scoring and calculatio n method

#### **Evaluation**

The calculation used is the following:

Score = Lowest Tender Price x 30% Maximum available marks

#### **Tender Price**

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

- Tenderer A Score = £3000/£3000 x 30% (Maximum available marks) = 30%
- Tenderer B Score = £3000/£5000 x 30% (Maximum available marks) = 18%
- Tenderer C Score = £3000/£6000 x 30% (Maximum available marks) = 15%

# **Appendix D**

Commercially Sensitive Information (Attached)
Please re-produce and upload as an attachment on Atamis if applicable

TENDERER'S COMMERCIALLY SENSITIVE INFORMATION	POTENTIAL IMPLICATION OF DISCLOSURE	DURATION OF COMMERCIALLY SENSITIVE INFORMATION

# **Appendix E**

# **PRICING SCHEDULE**

For completion according to the ITT Specification (Available on Atamis. Please upload to Atamis)

# **Appendix F**

# STAFF TIME IN DAYS TEMPLATE

For Completion (Available on Atamis. Please upload to Atamis)