Department for Environment Food & Rural Affairs

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Appendix 2 – Call-Off Procedure:

for The Research, Development and Evidence Framework

(RDE) Lot 3 – Sub-Lot 3.1

Feasibility Study to Identify Strategic Mitigation Measures to Address Air Quality Impacts on Protected Sites from Proposed New Development.

Tender Reference: 15616

Date: June 2023

1.0 Order Form

1.1 The following document is to be completed by the Contracting Authority and sent to the Contractor for counter signature to form a Call-Off contract.

Research, Development and Evidence Framework **ORDER FORM**
To be completed by Contracting Authority Project Manager and sent to Contractor for countersignature
Project title: Feasibility Study to Identify Strategic Mitigation Measures to Address Air Quality Impacts on Protected Sites from Proposed New Development. **Call off Reference:** **Atamis project ref (if applicable): C15616** **Date:**

THE Contracting Authority: **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** of Nobel House, 17 Smith Square, London, SW1P 3JR (the "Authority");

THE CONTRACTOR: **RICARDO-AEA LIMITED**, The Gemini Building, Harwell, Oxfordshire OX11 0QR, United Kingdom

Contracting Authority guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3rd July 2023. It's issued under the Research Development & Evidence Framework Agreement reference 30210 for the provision of ***Feasibility Study to Identify Strategic Mitigation Measures to Address Air Quality Impacts on Protected Sites from Proposed New Development.***

CALL-OFF SUB-LOT: Lot 3, Sub-lot 3.1

CALL-OFF INCORPORATED TERMS The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Call-off form;
2. Defra Framework Terms and Conditions;
3. Request for Proposal;
4. Proposal;

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: **17th July 2023**

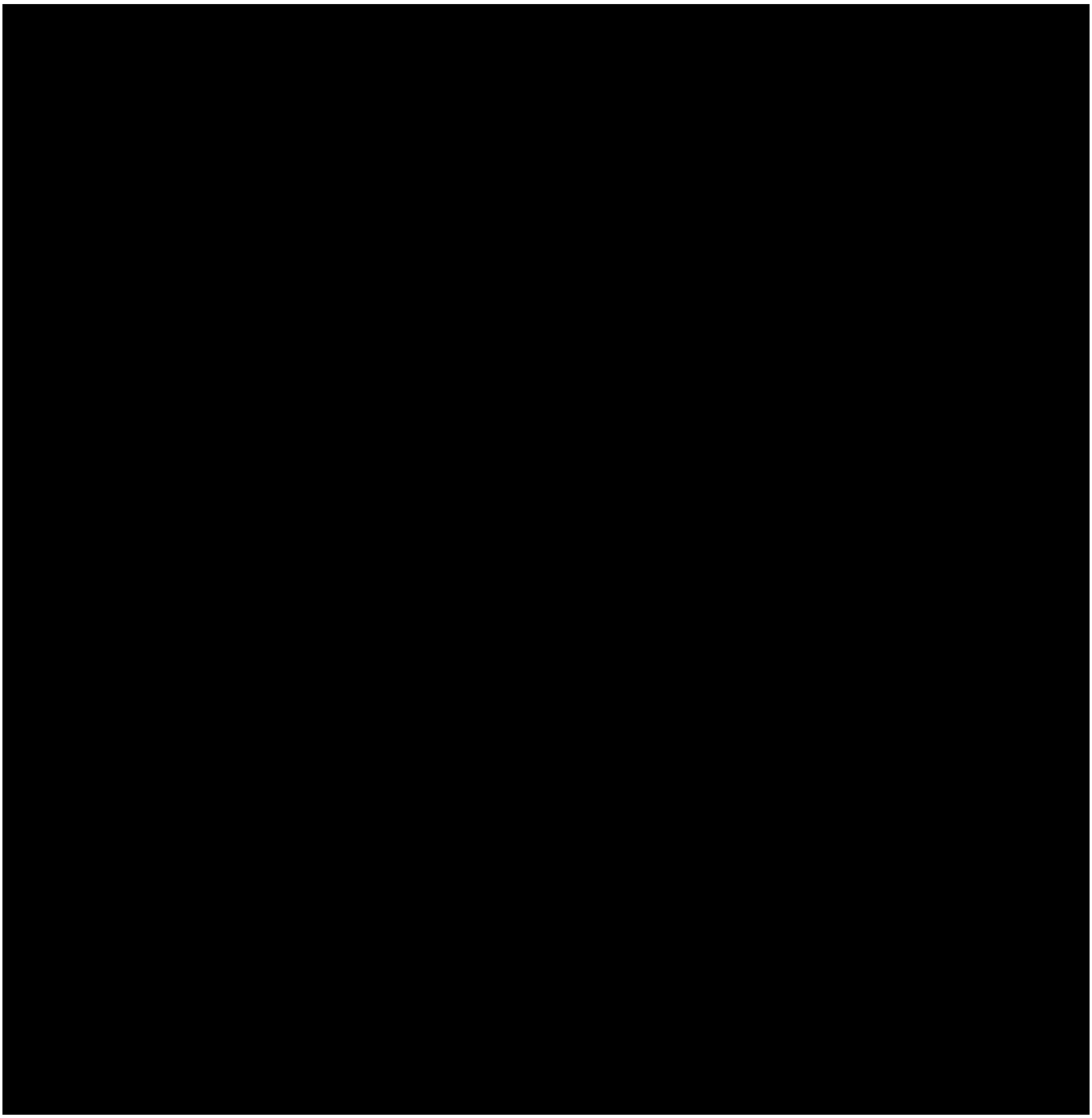
CALL-OFF EXPIRY DATE: **16th January 2025**

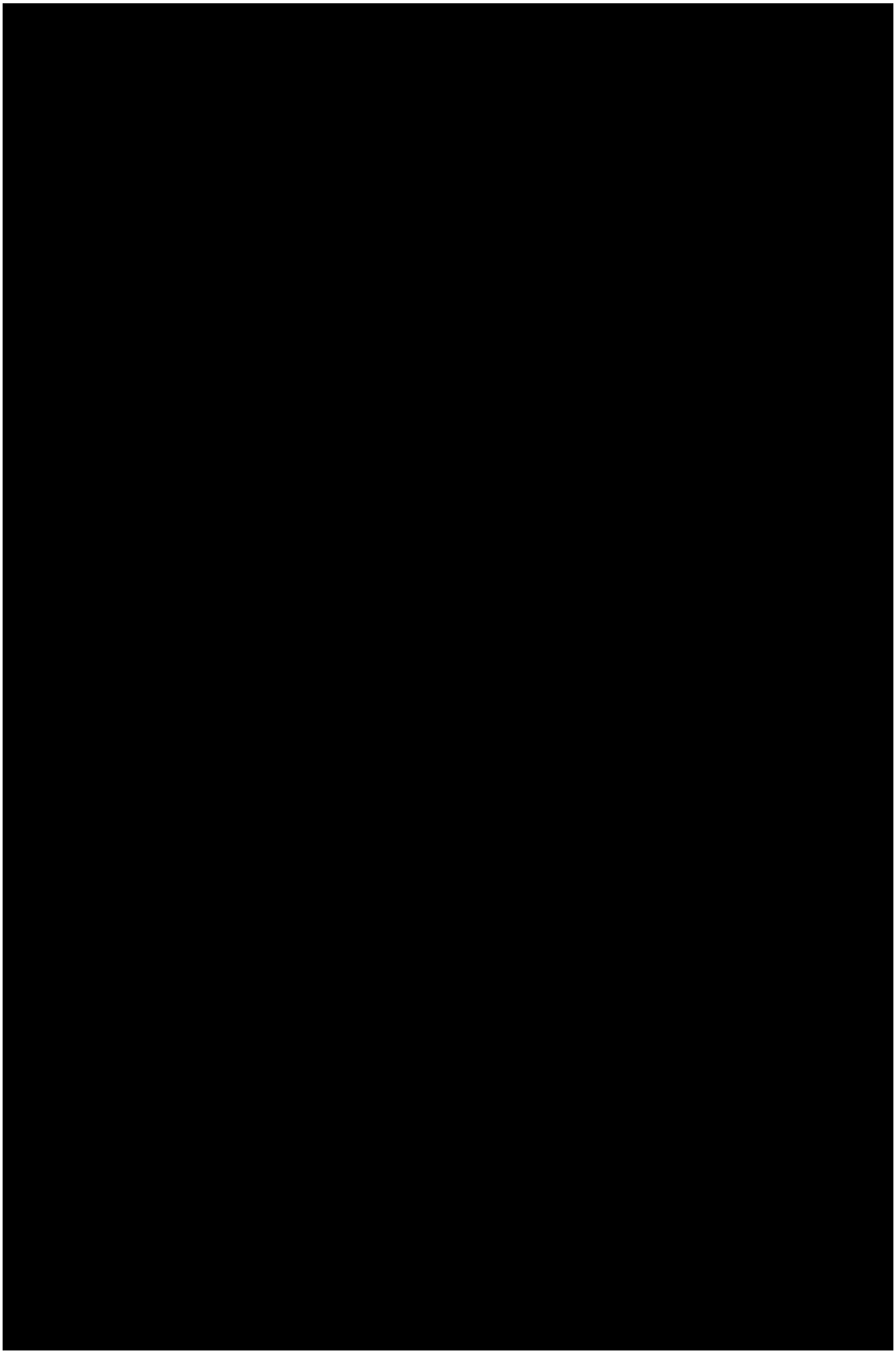
CALL-OFF INITIAL PERIOD: **18 Months**

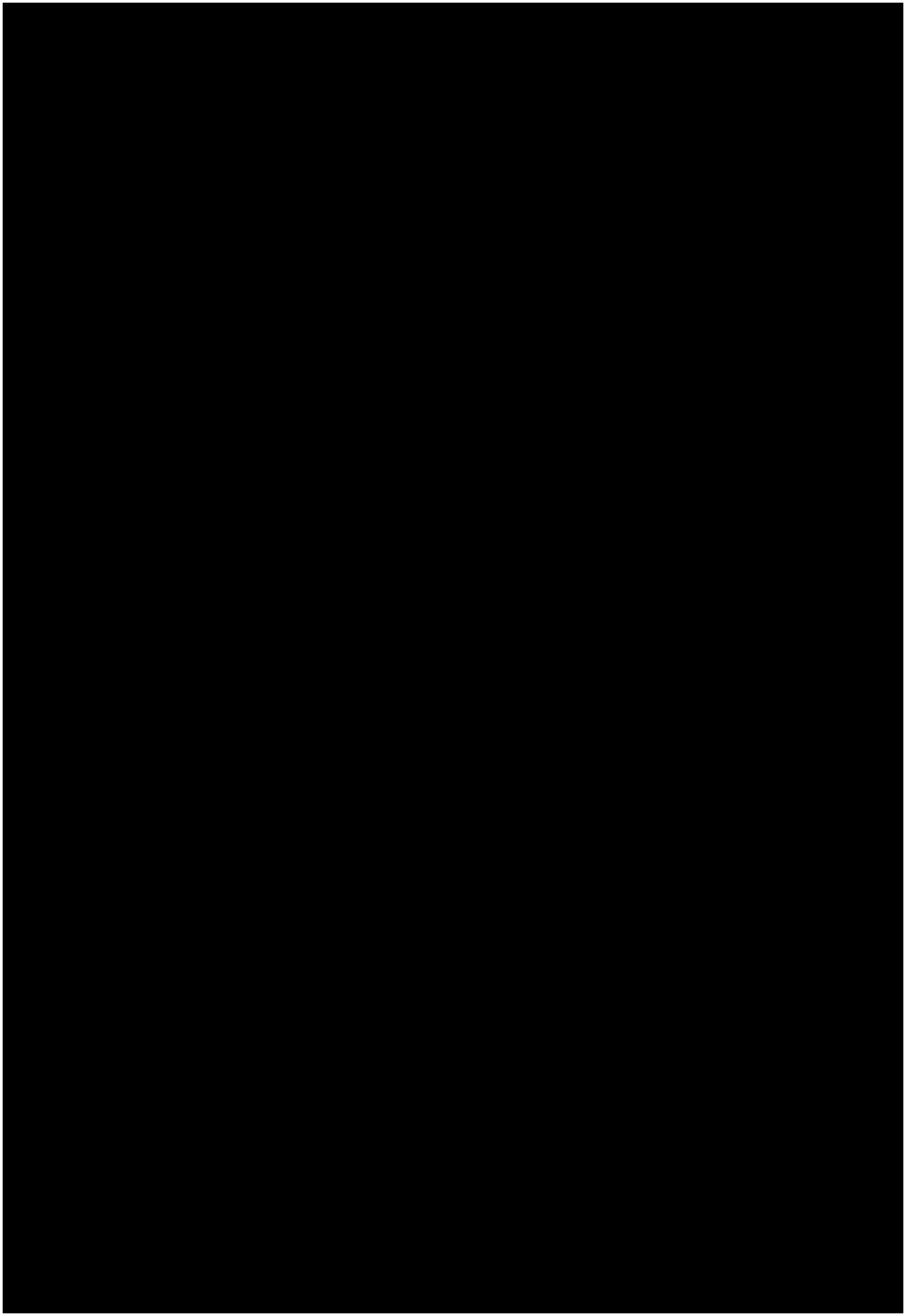
[redacted]

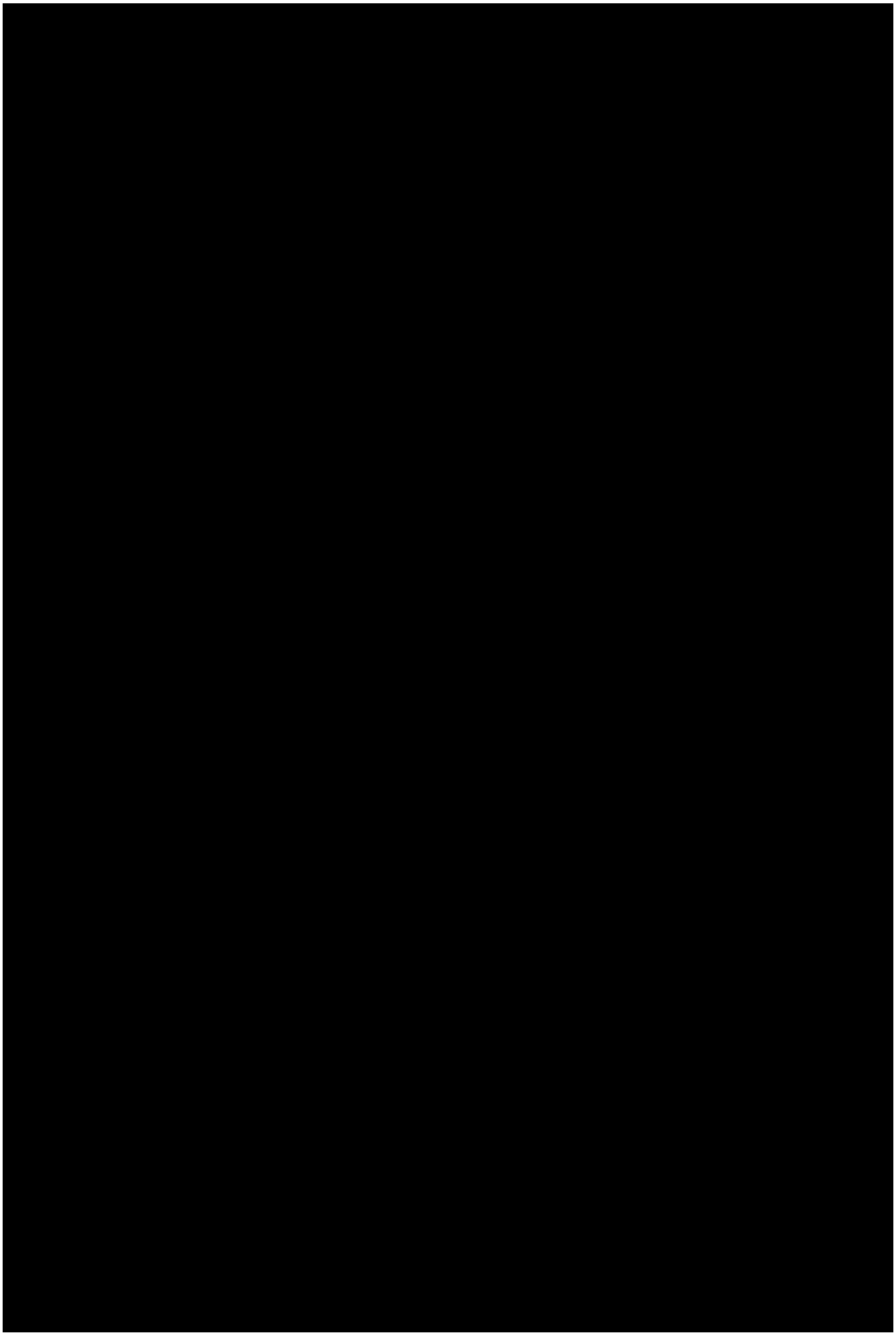
Annex

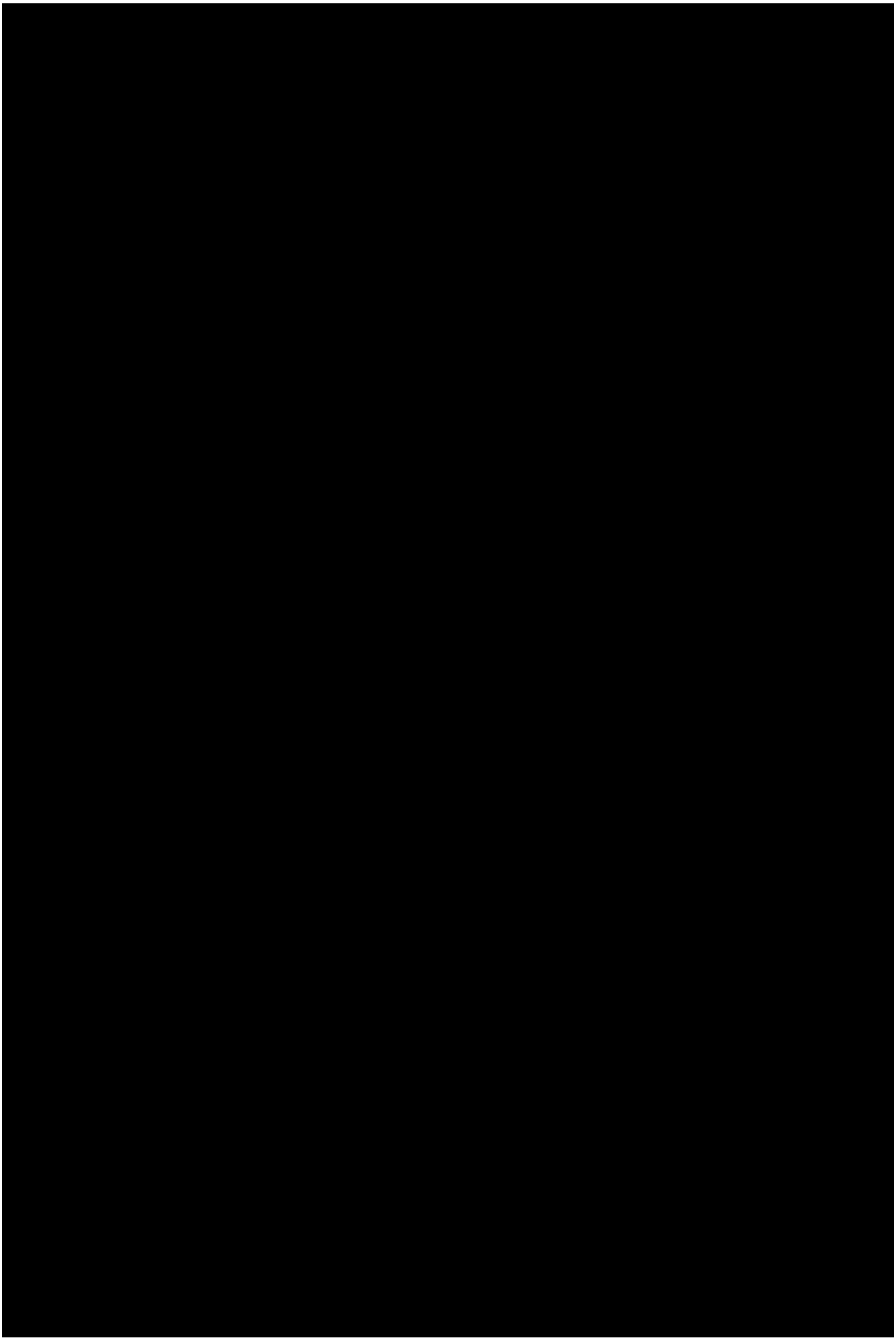
CONTRACTOR'S SUBMISSION

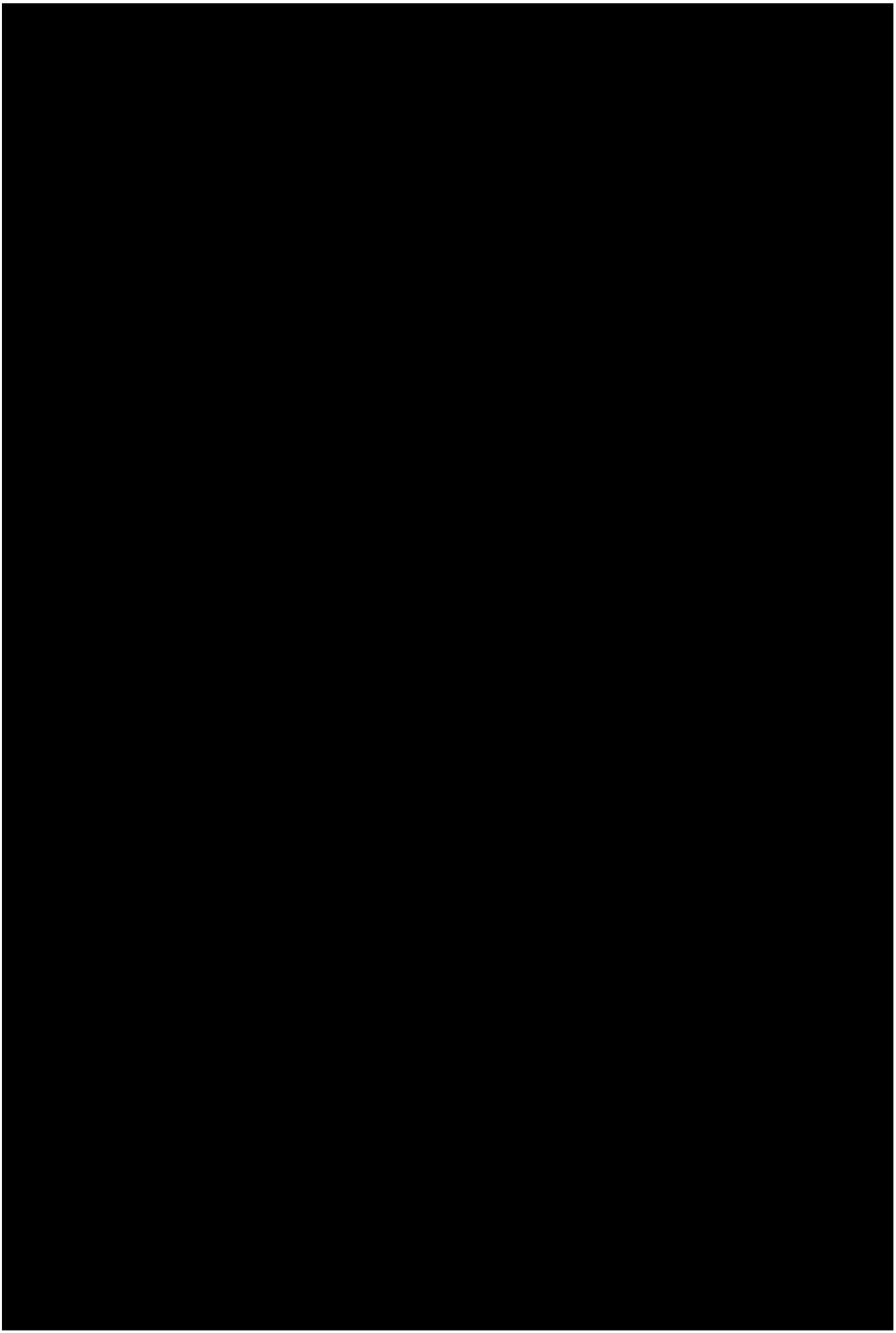


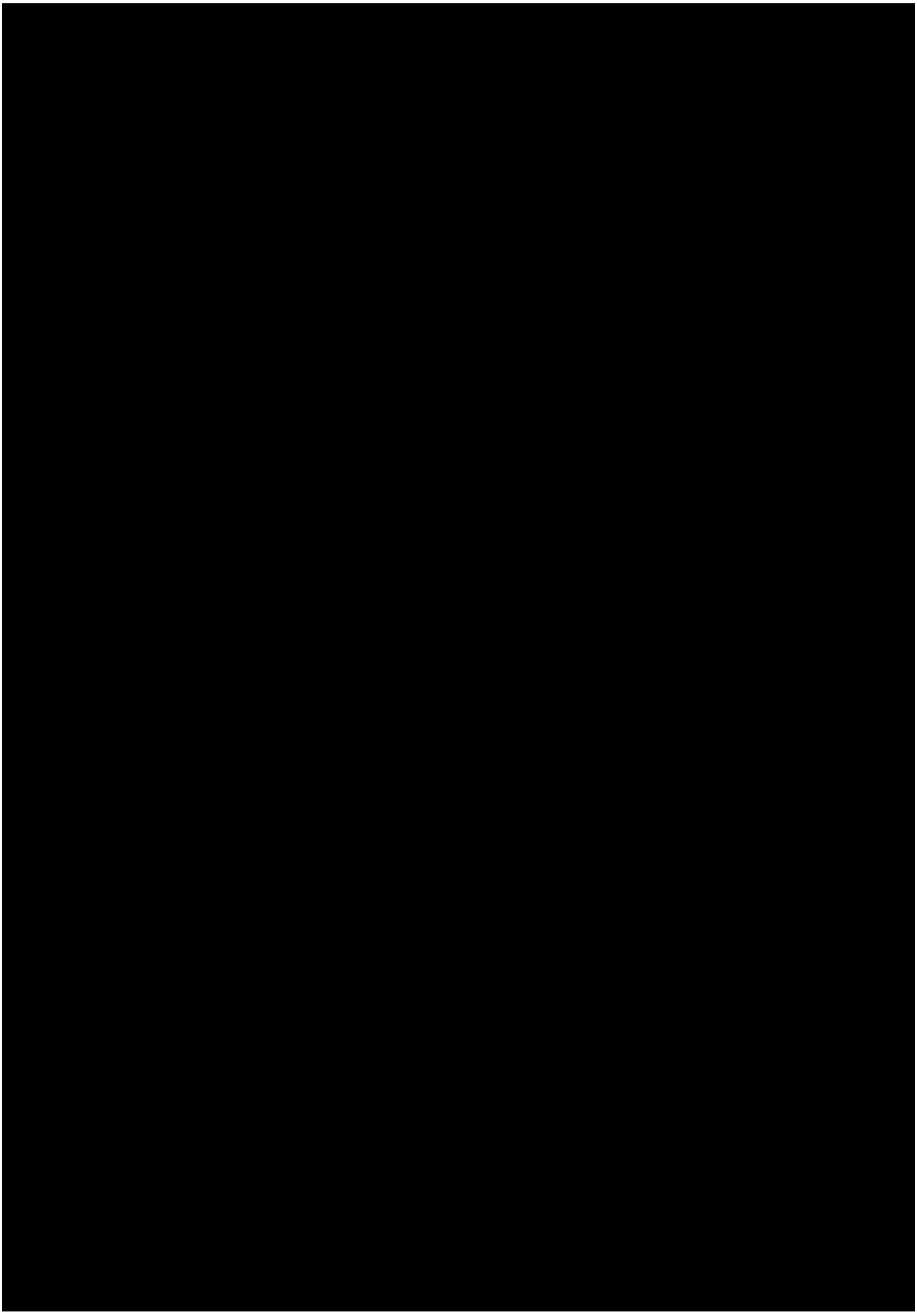


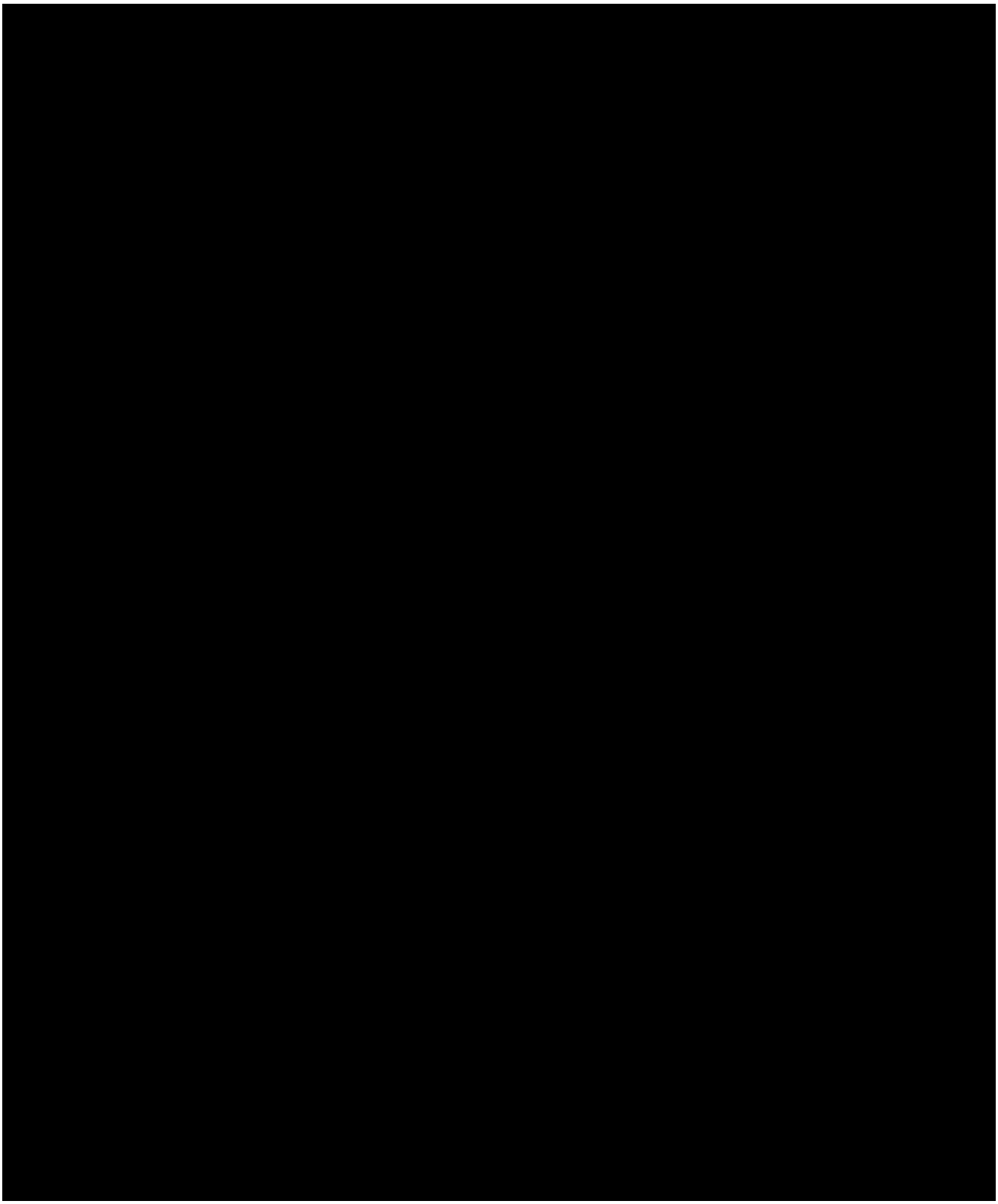


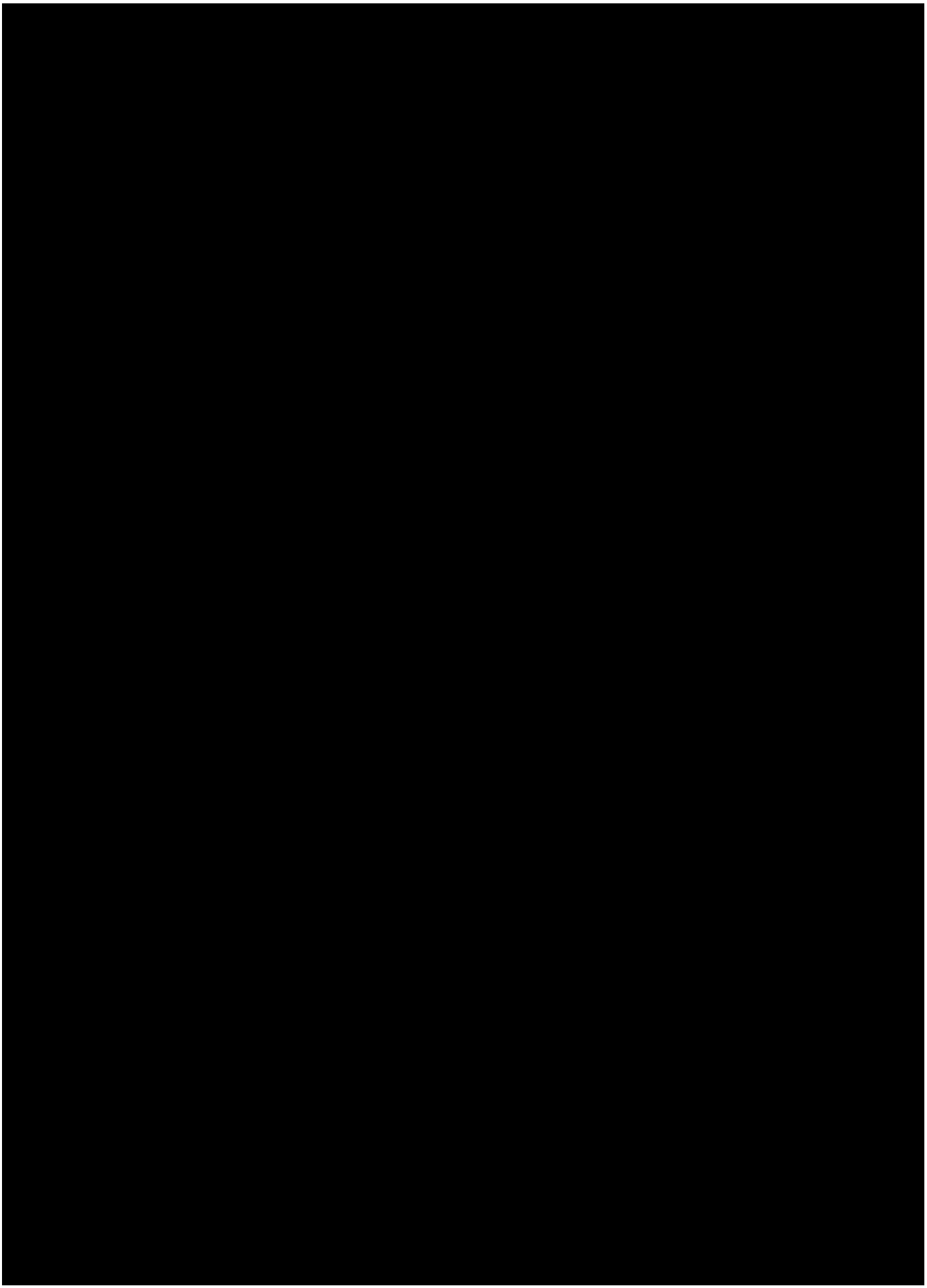


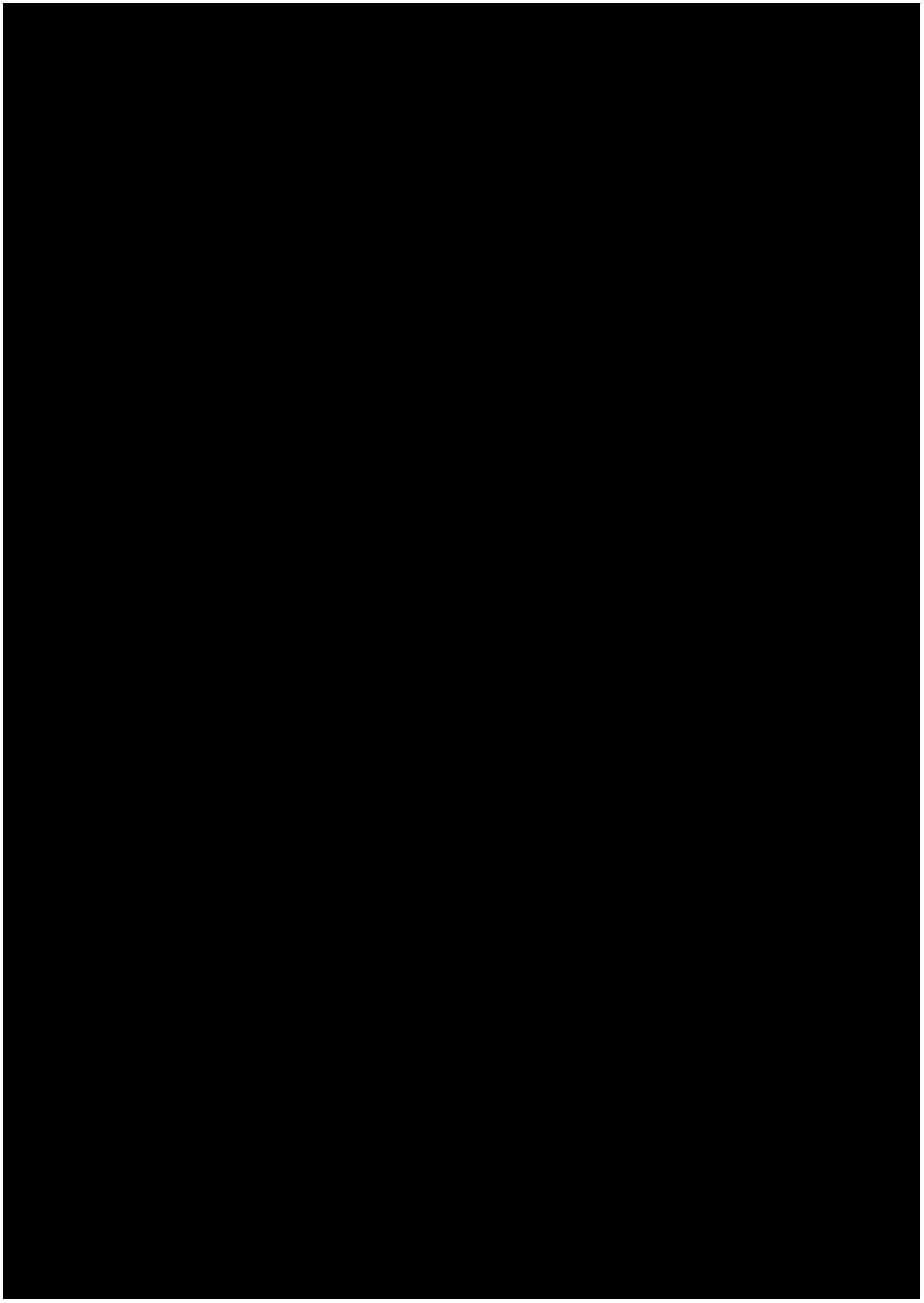


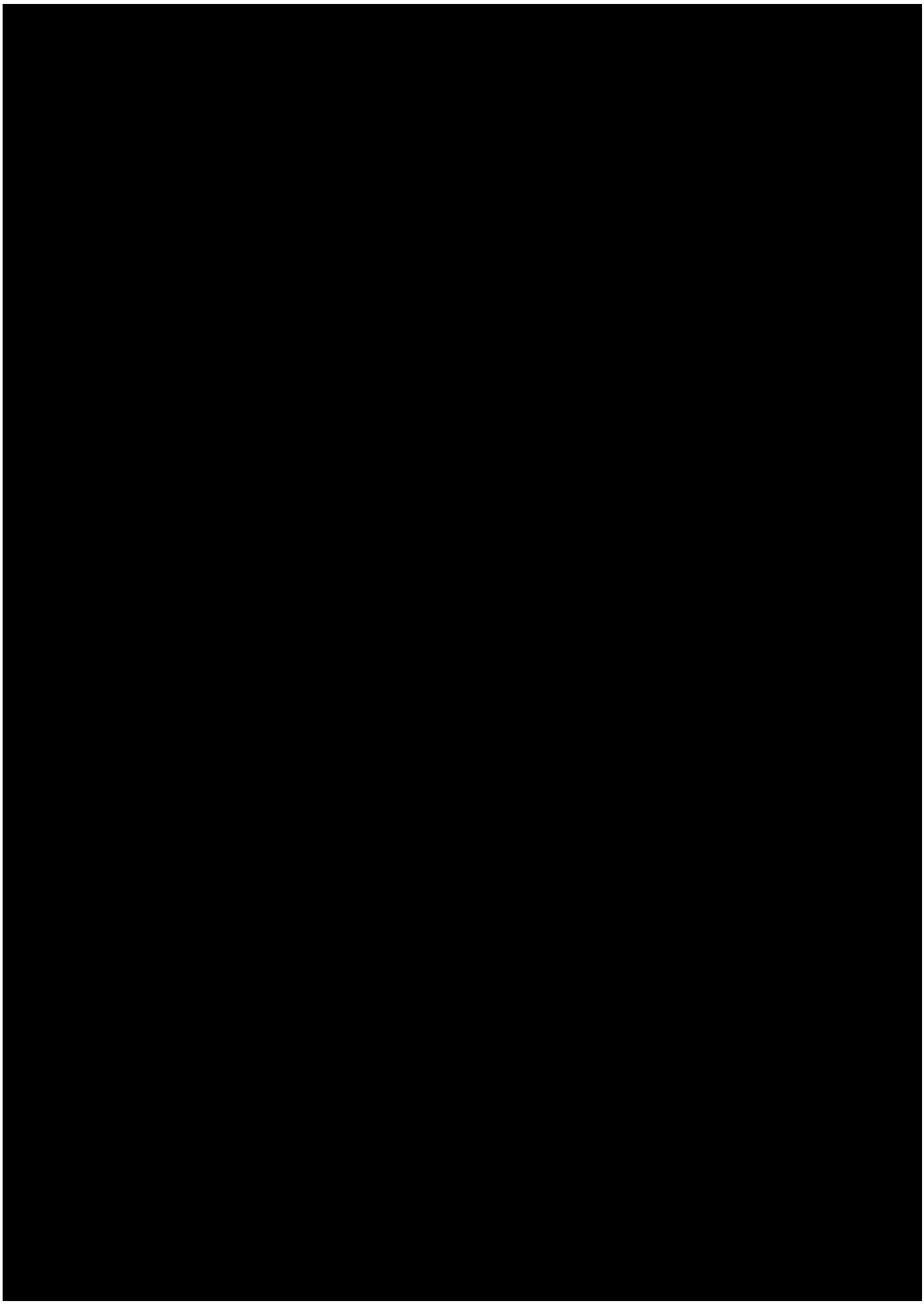


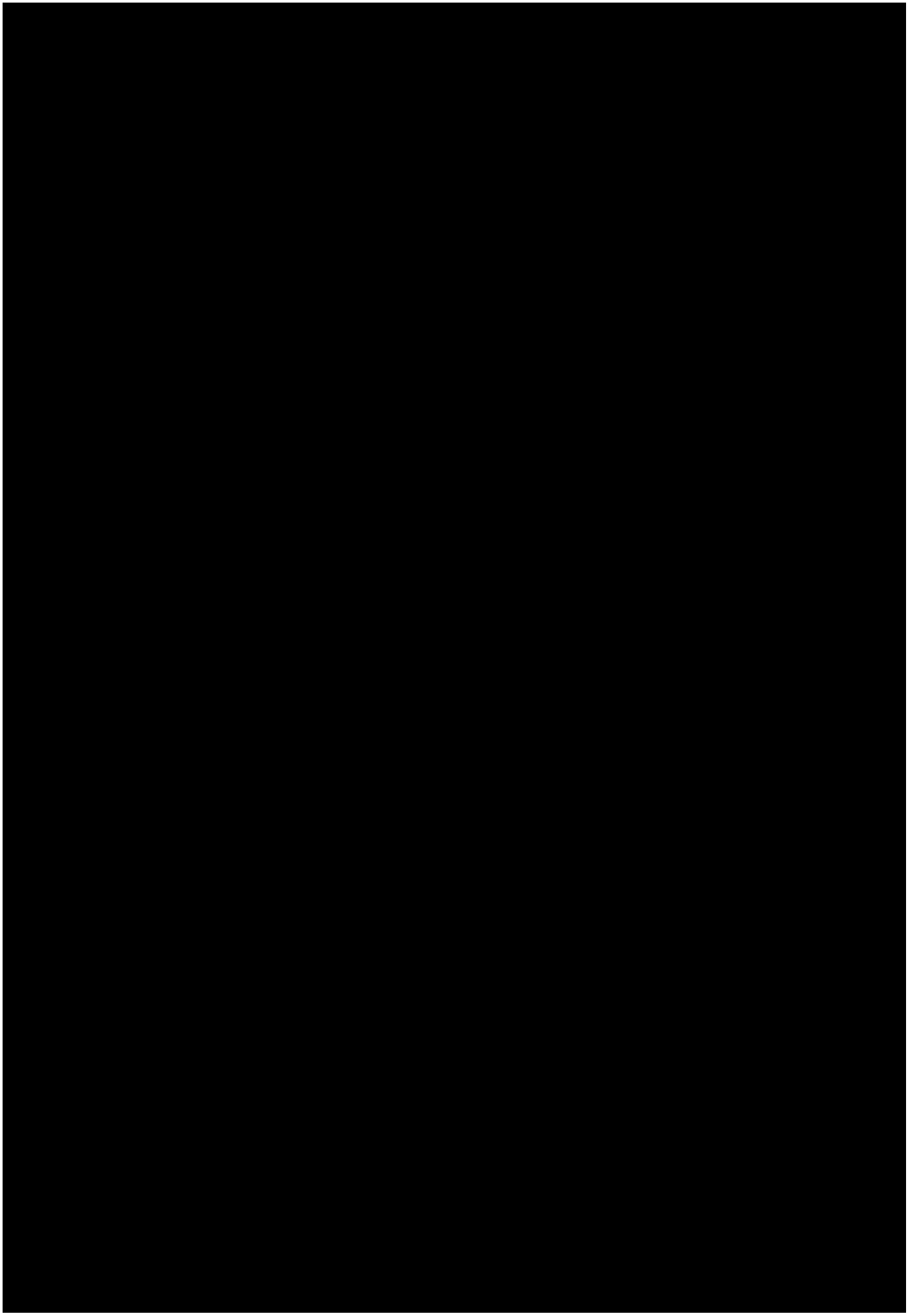


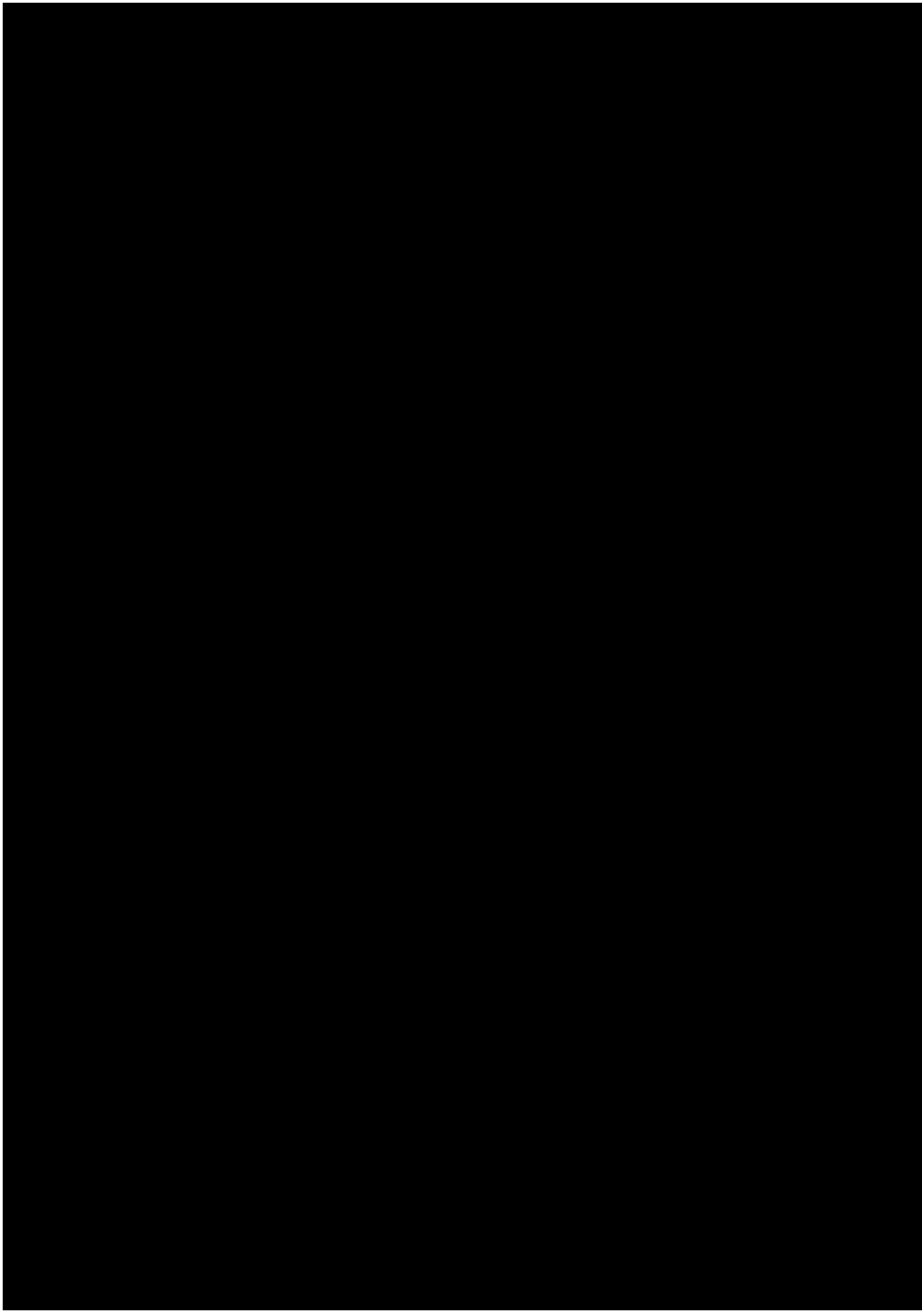


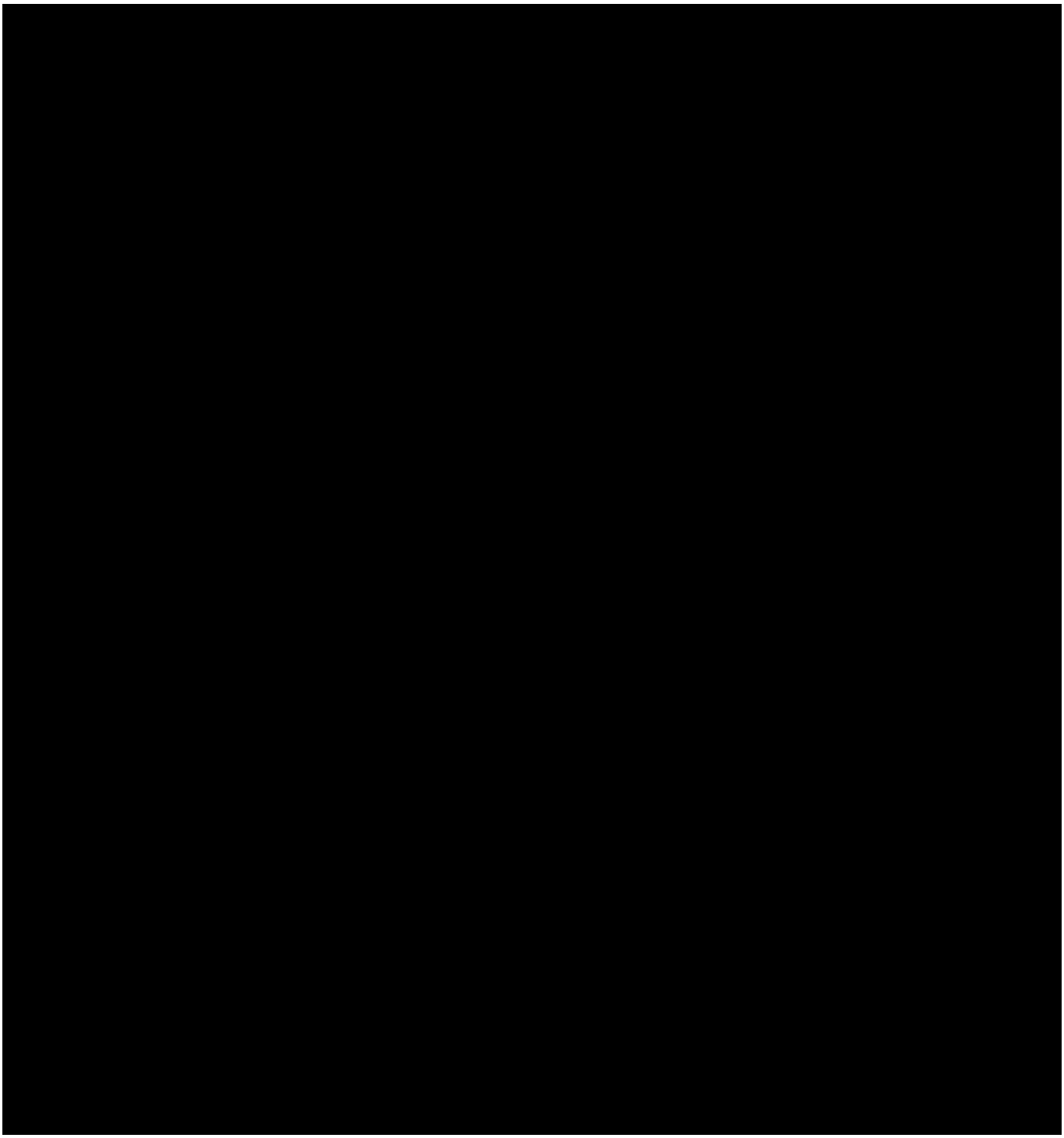


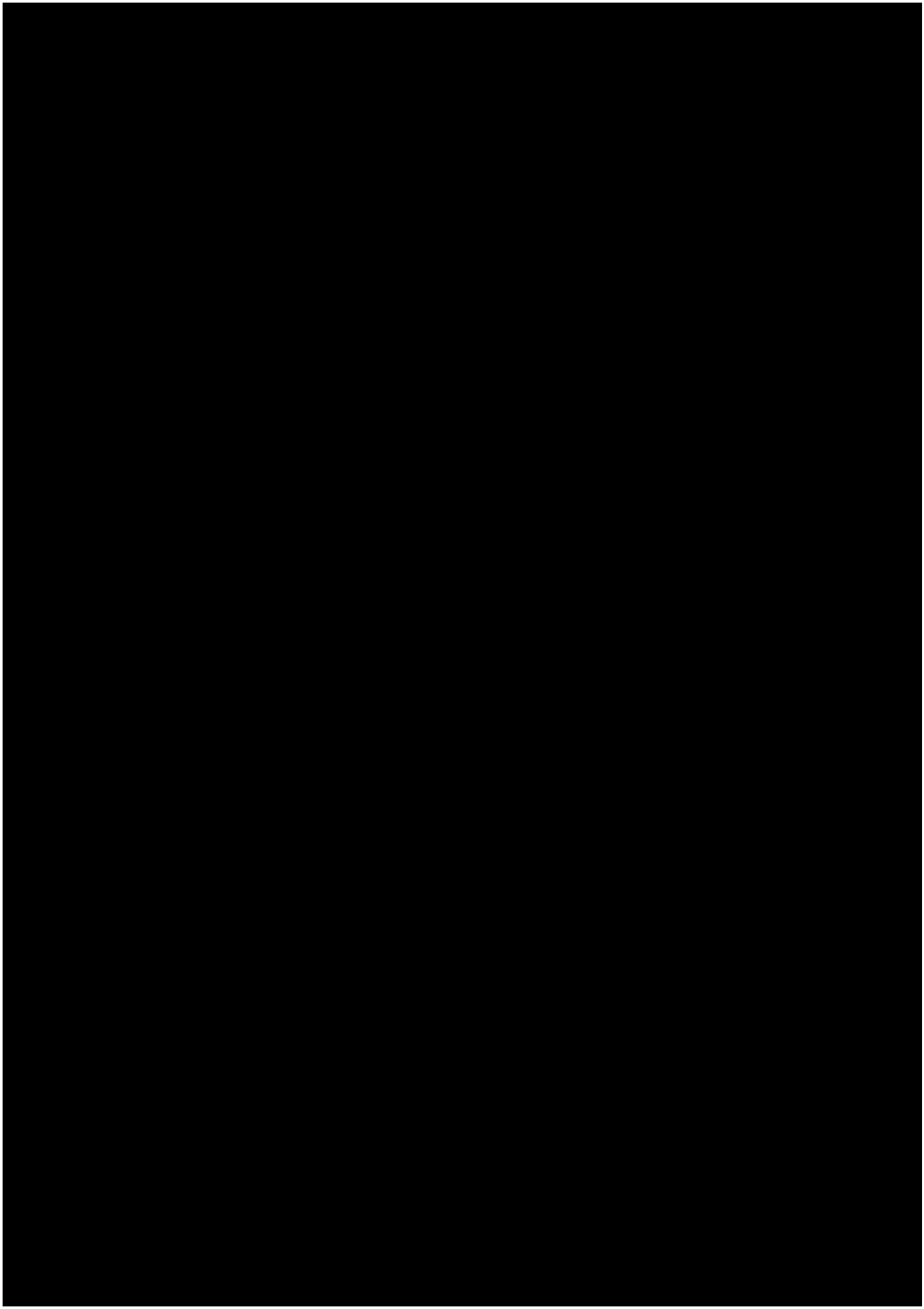


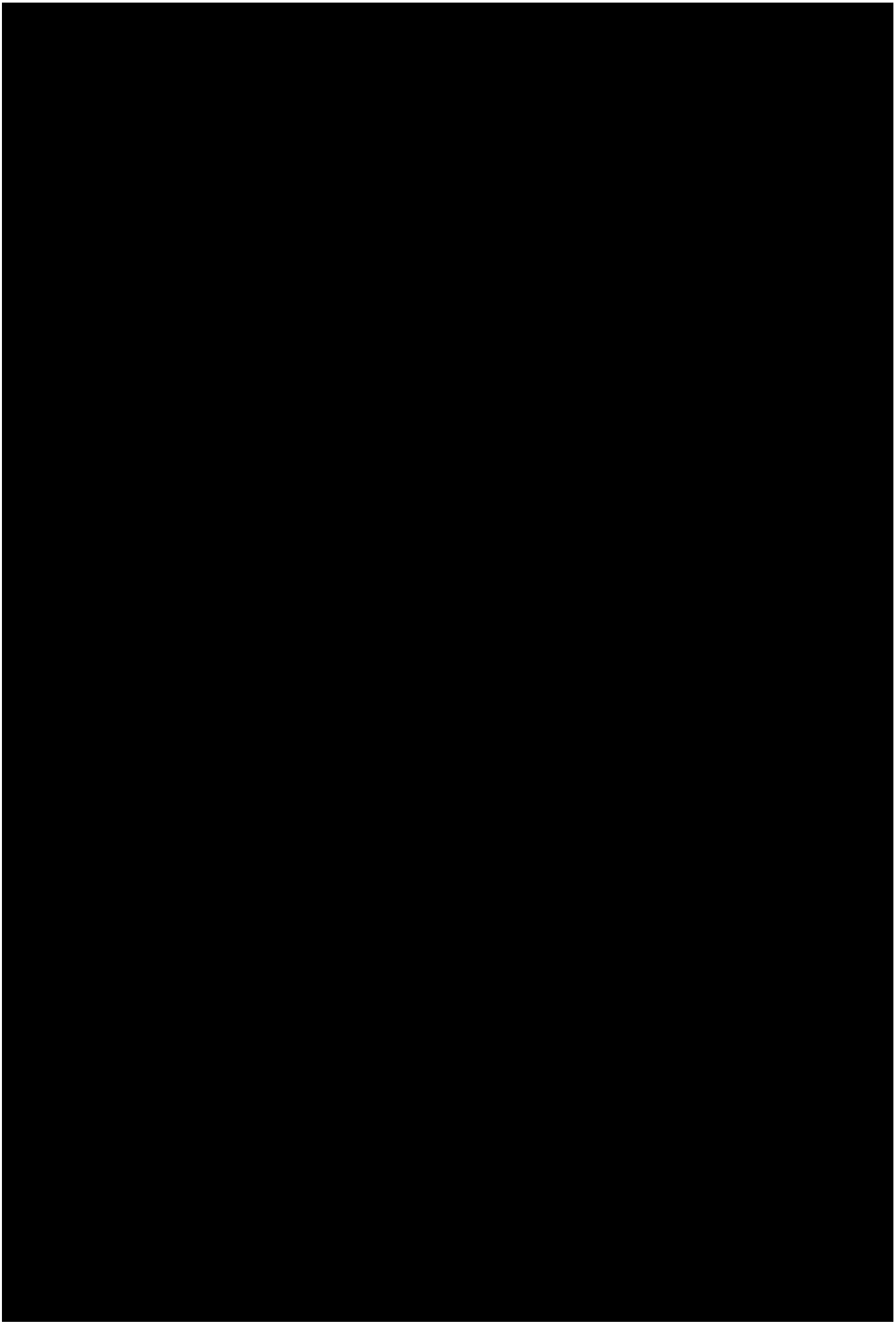


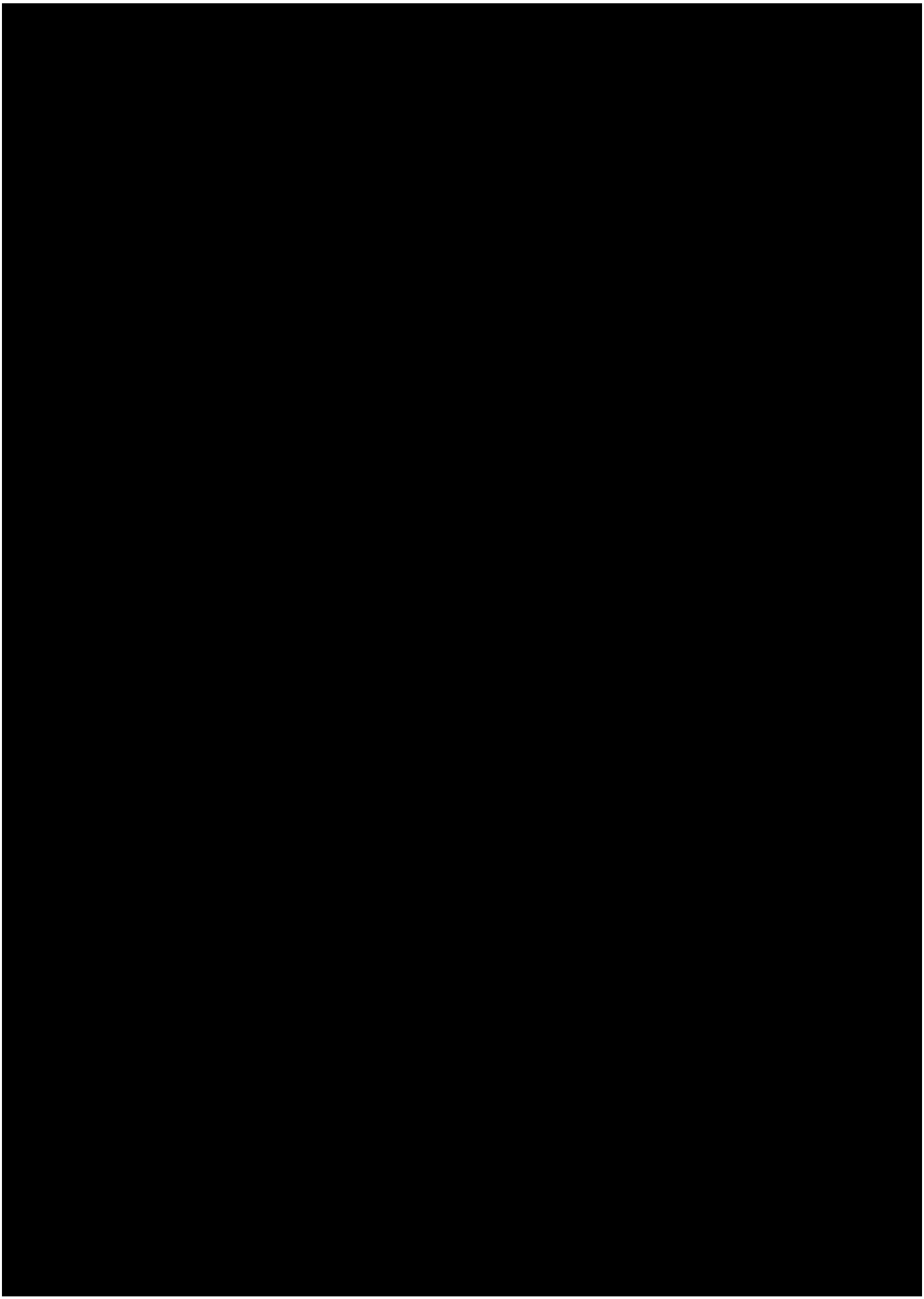


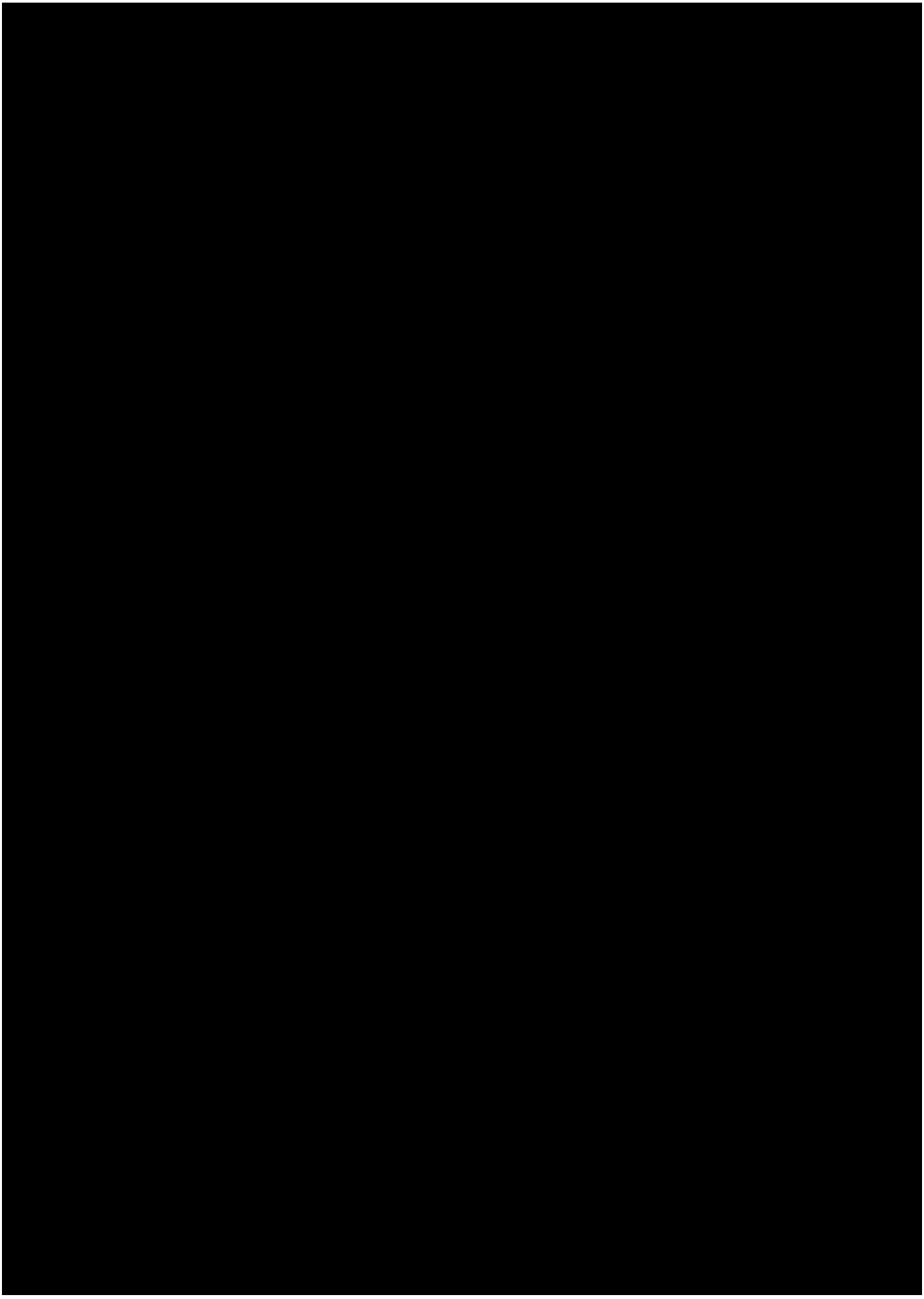


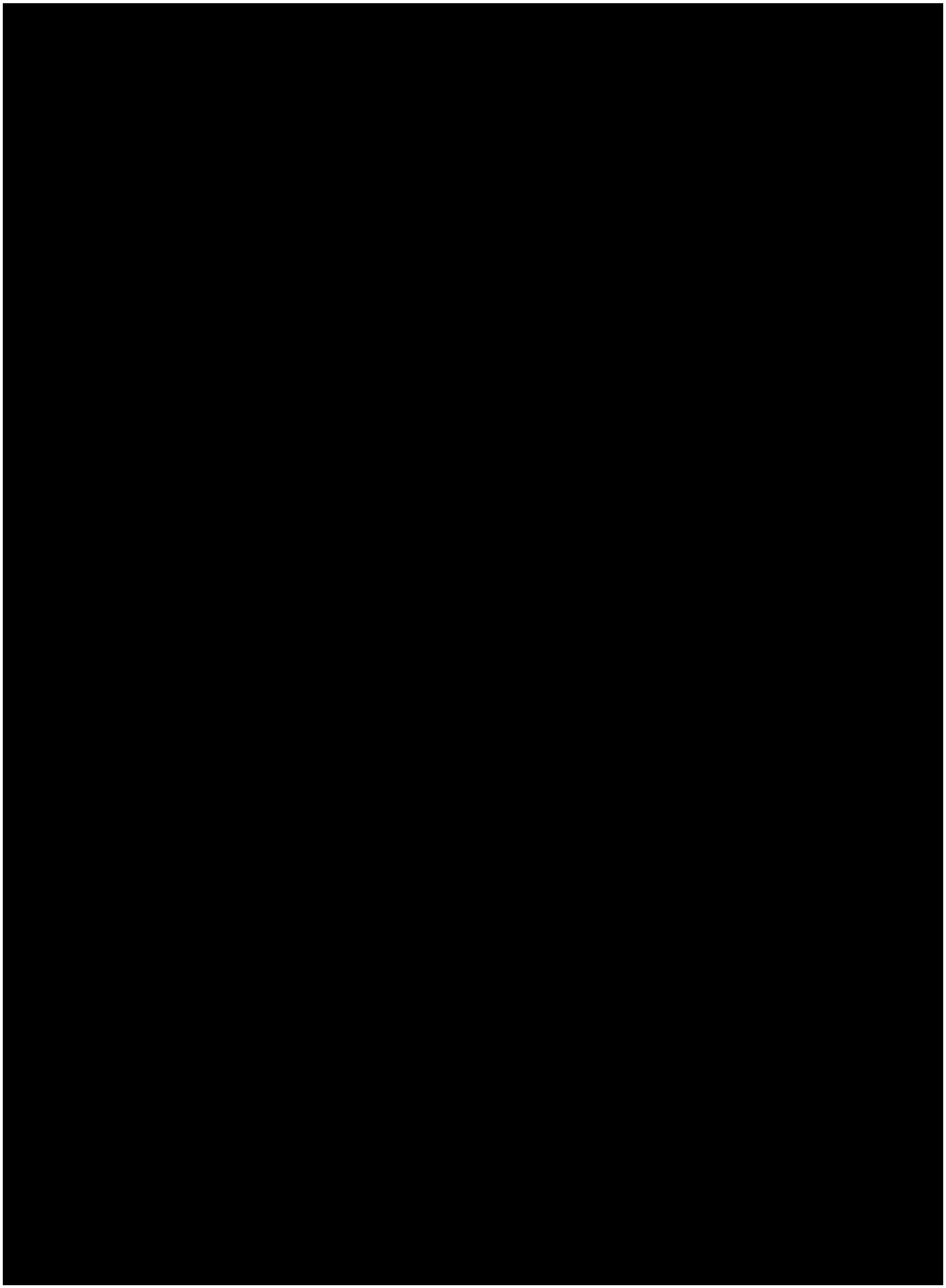


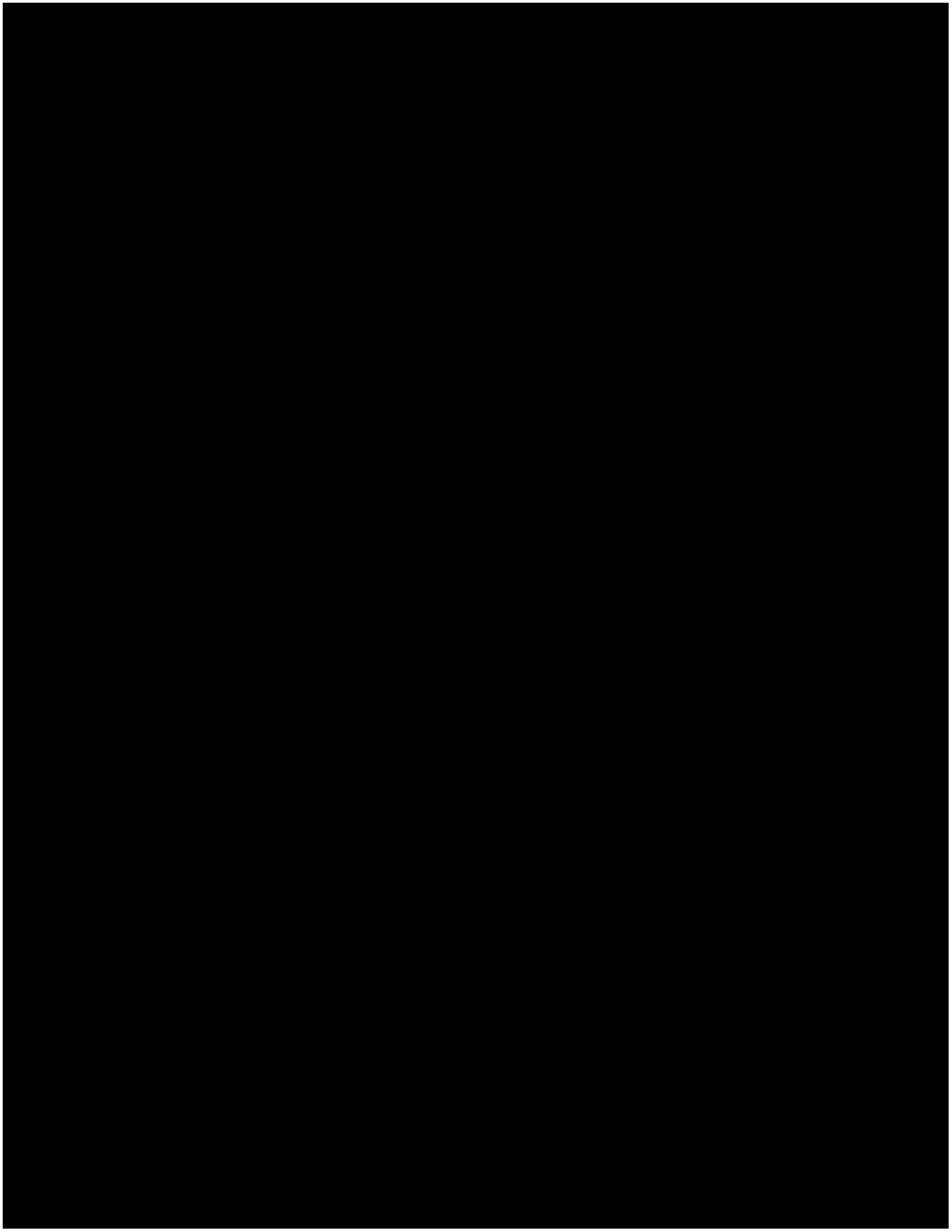


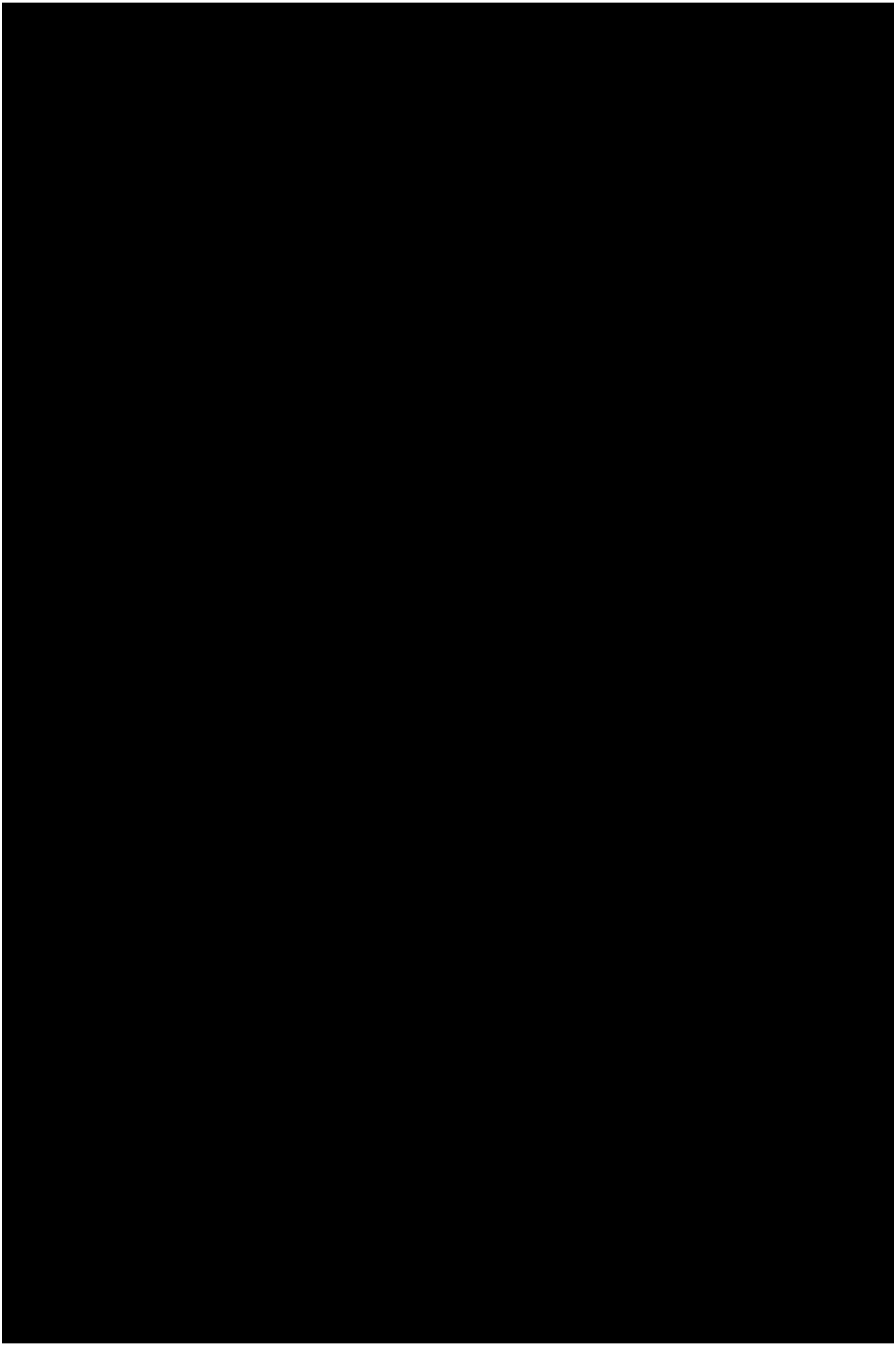


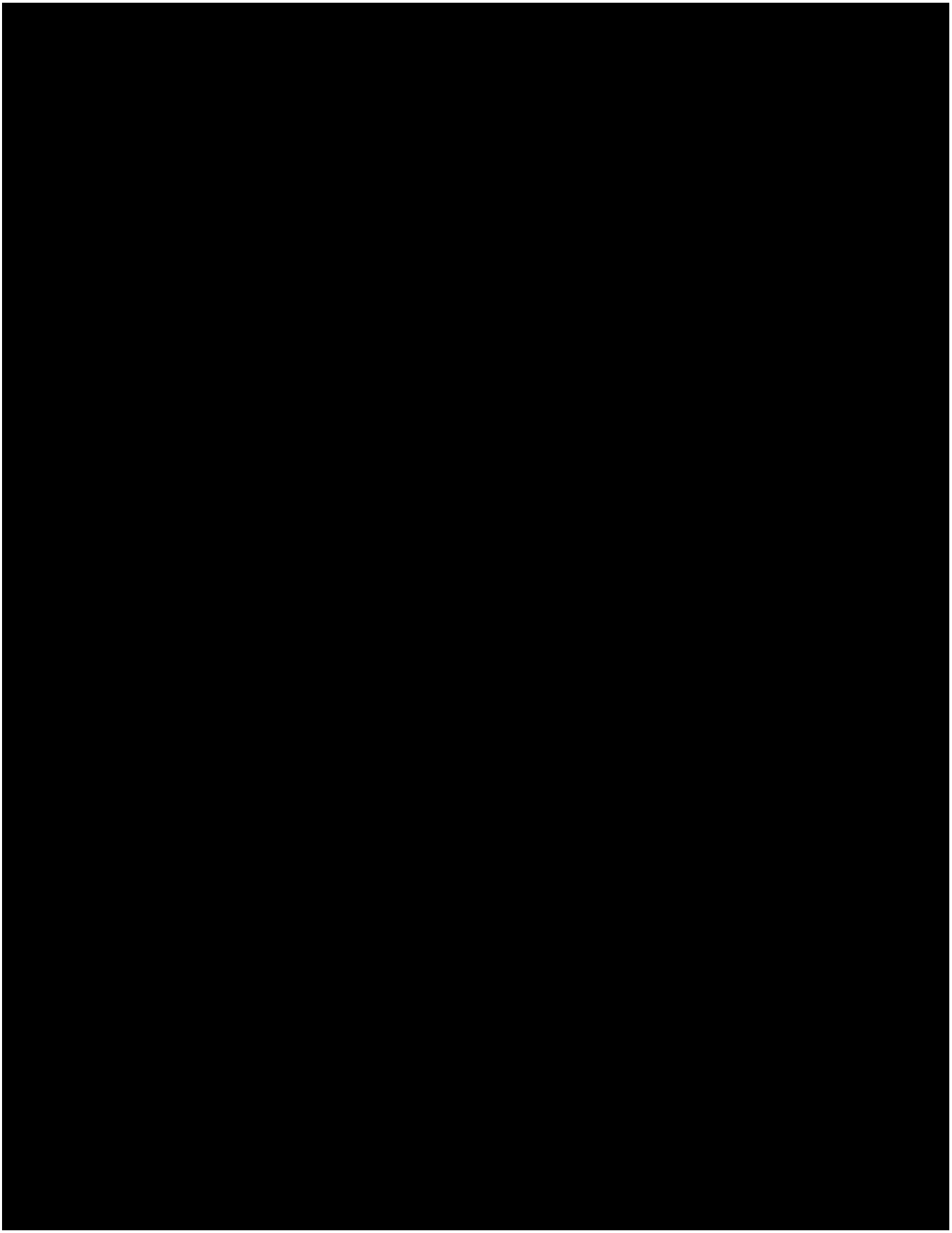


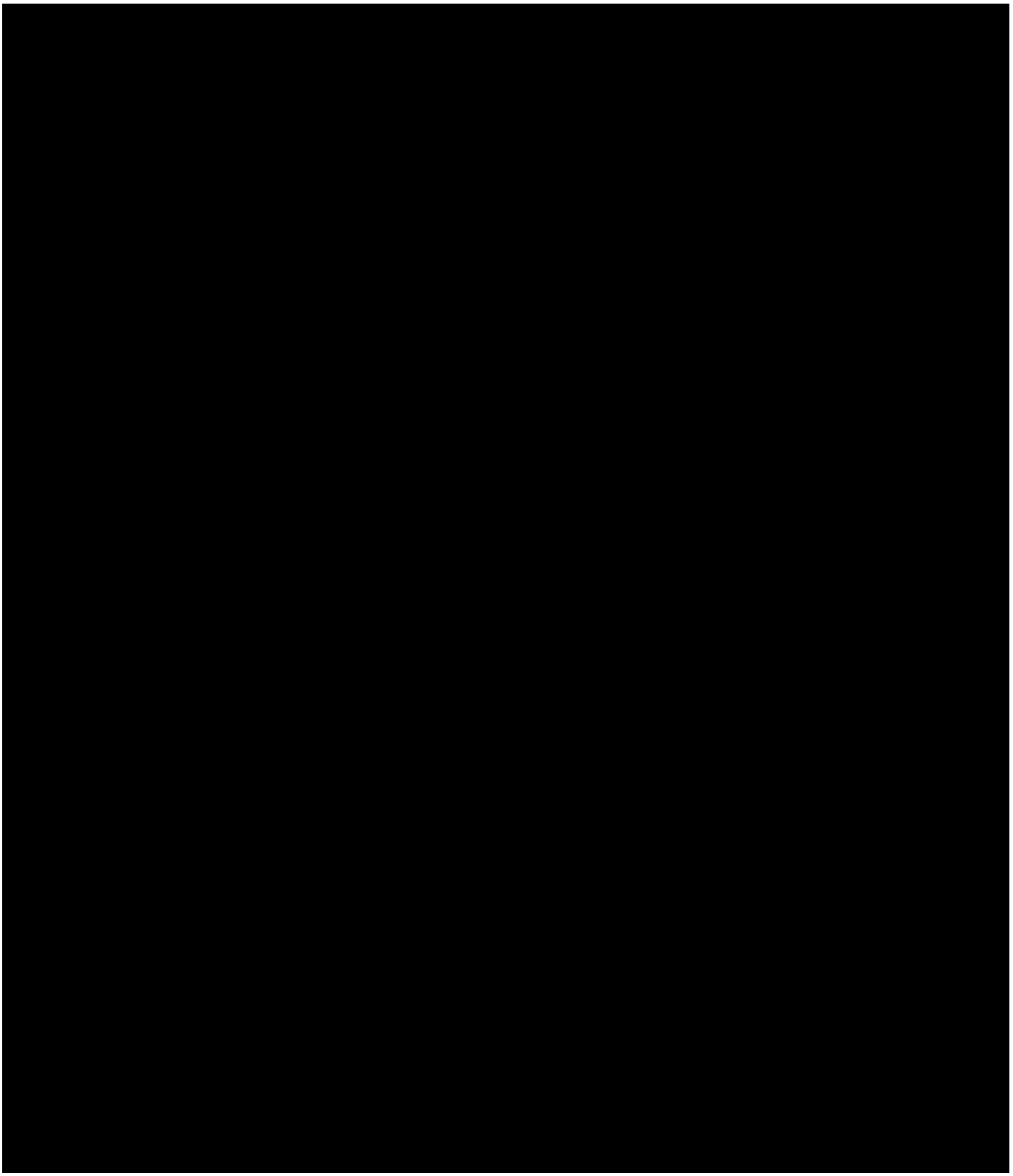


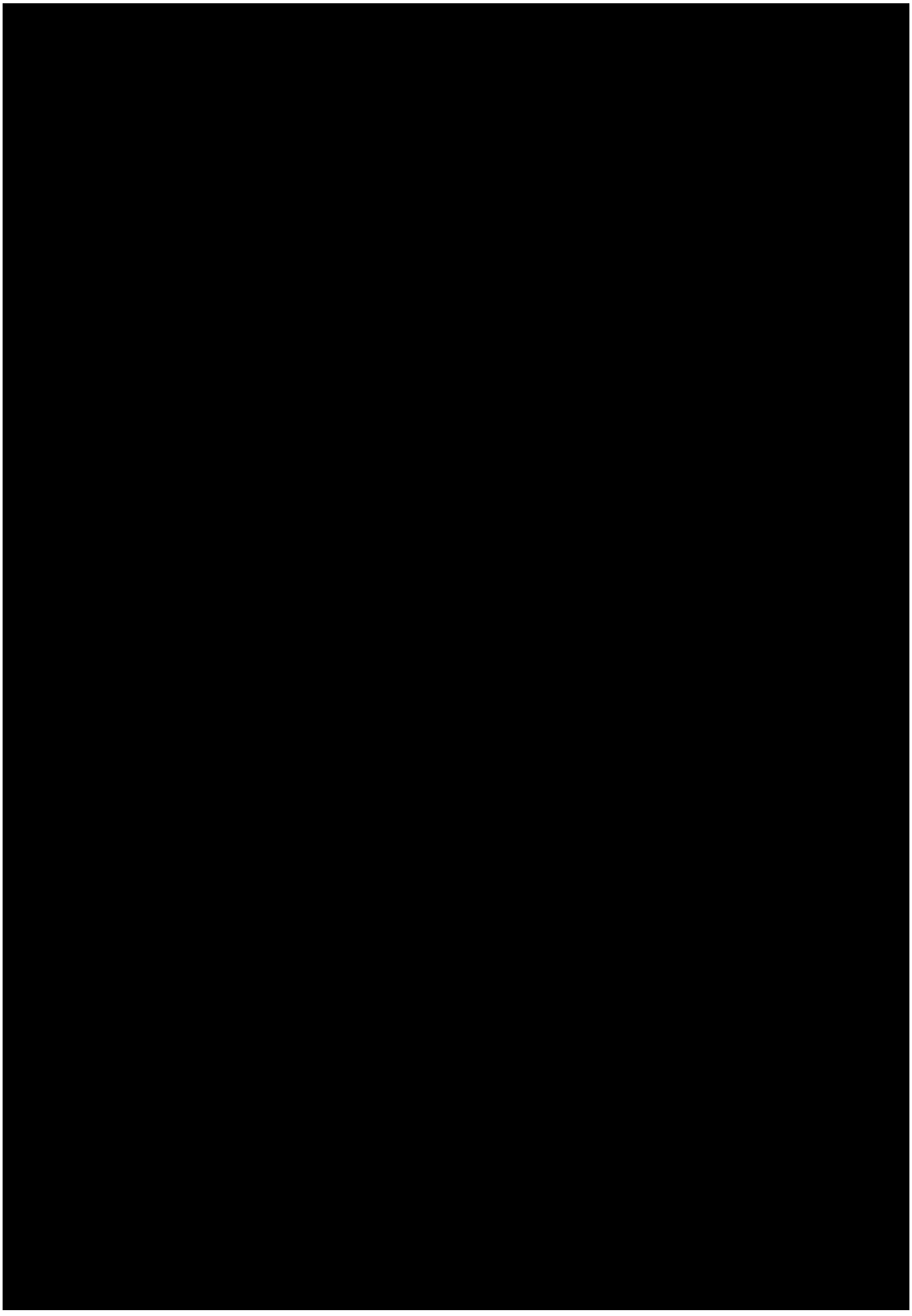


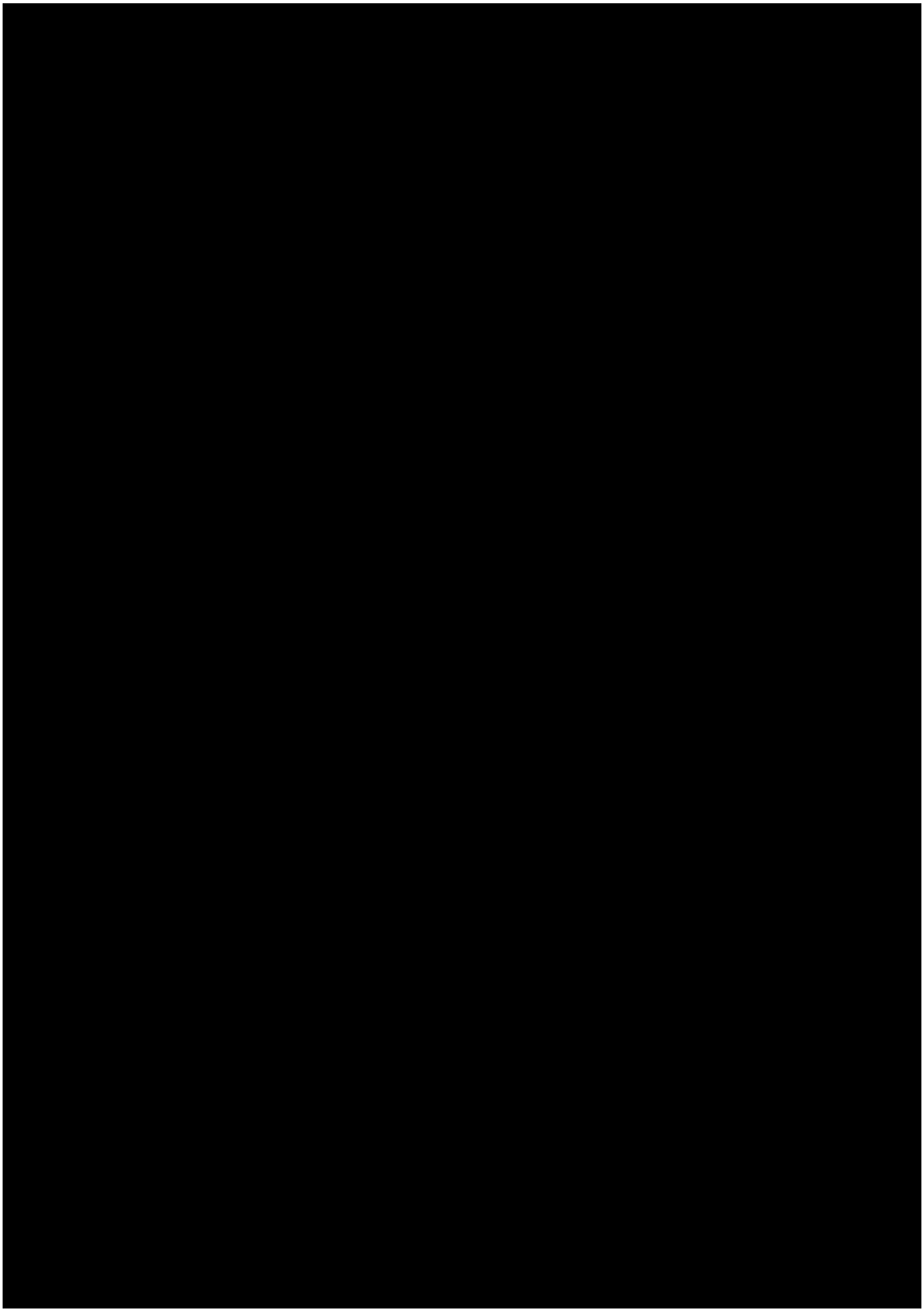


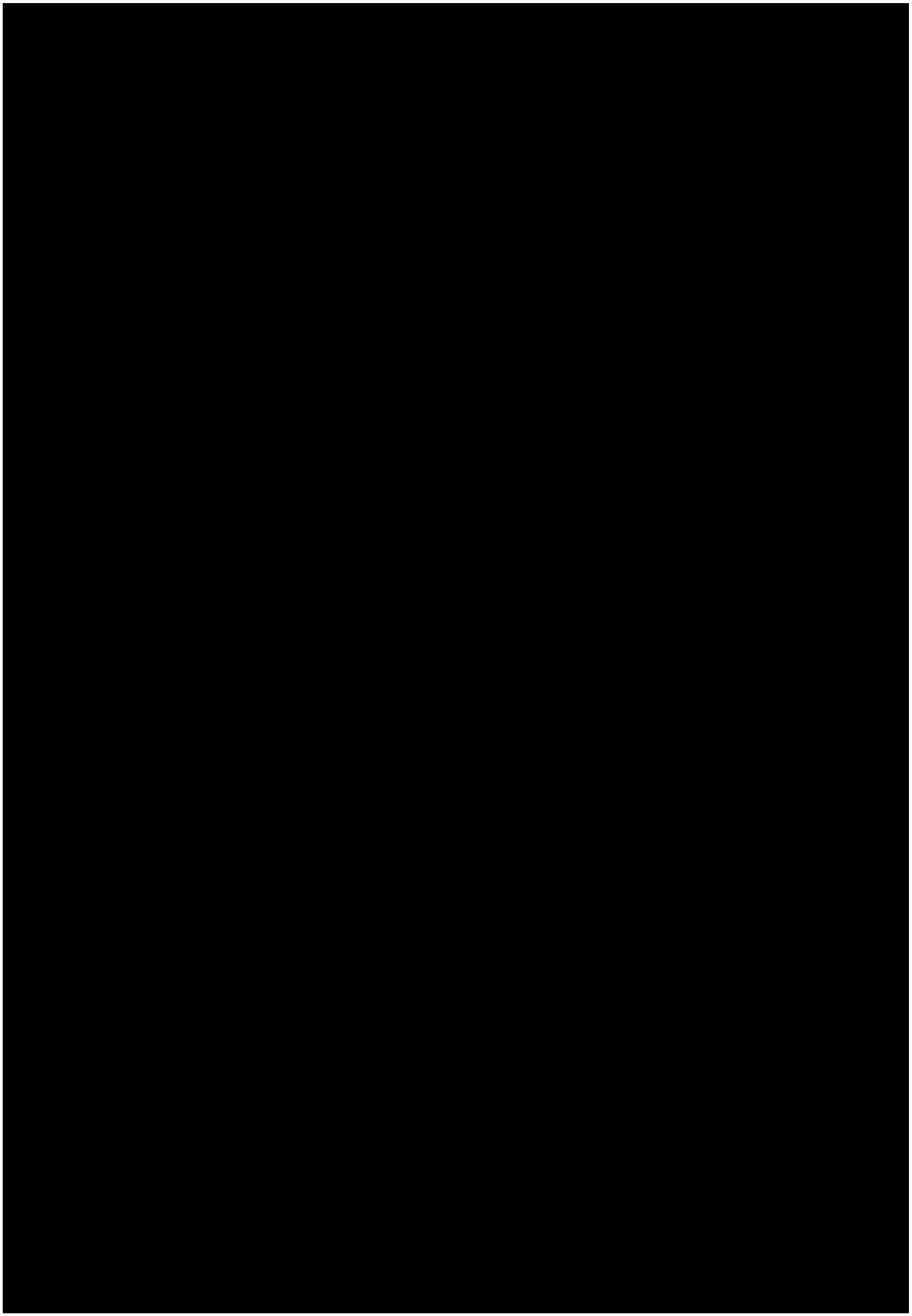


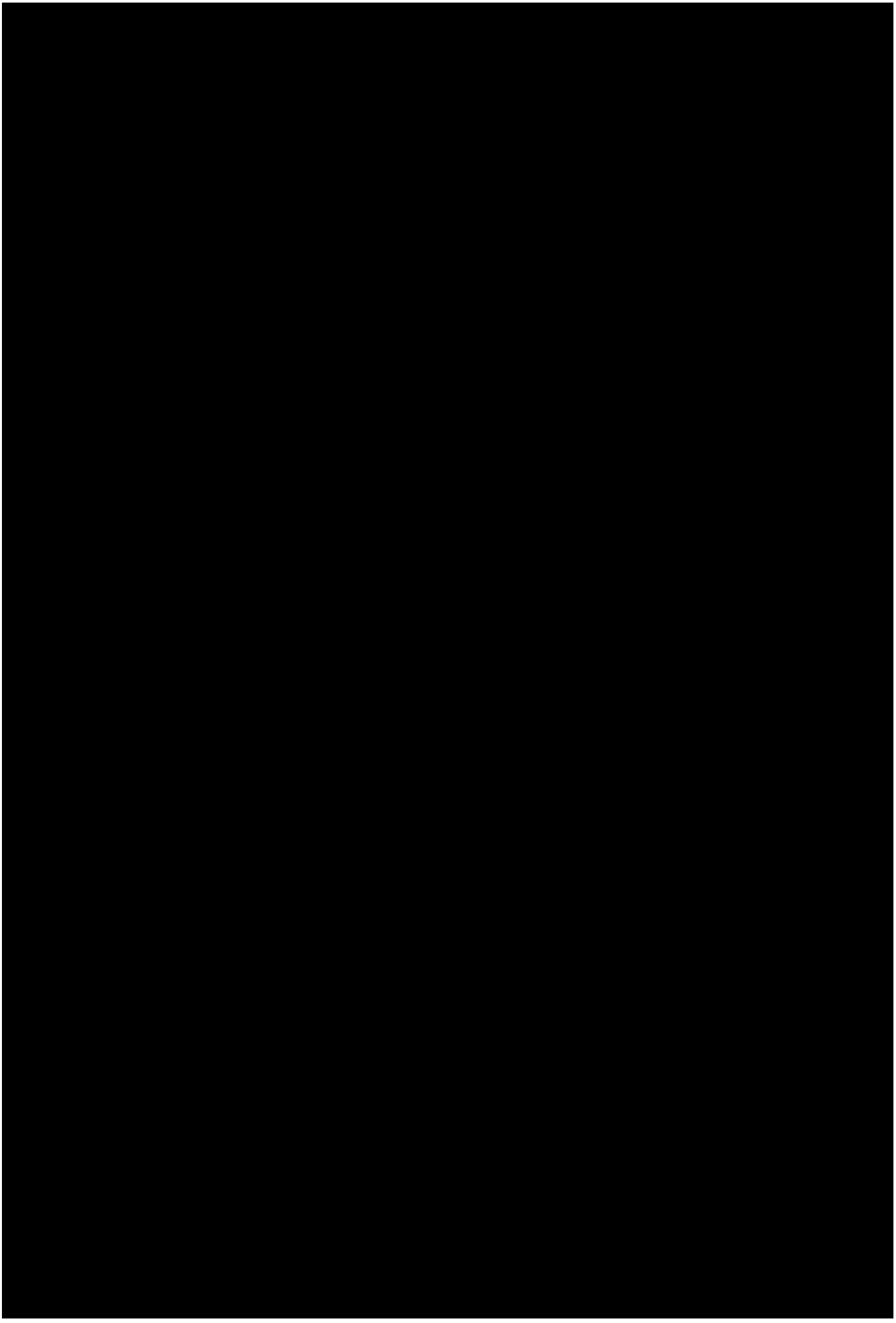


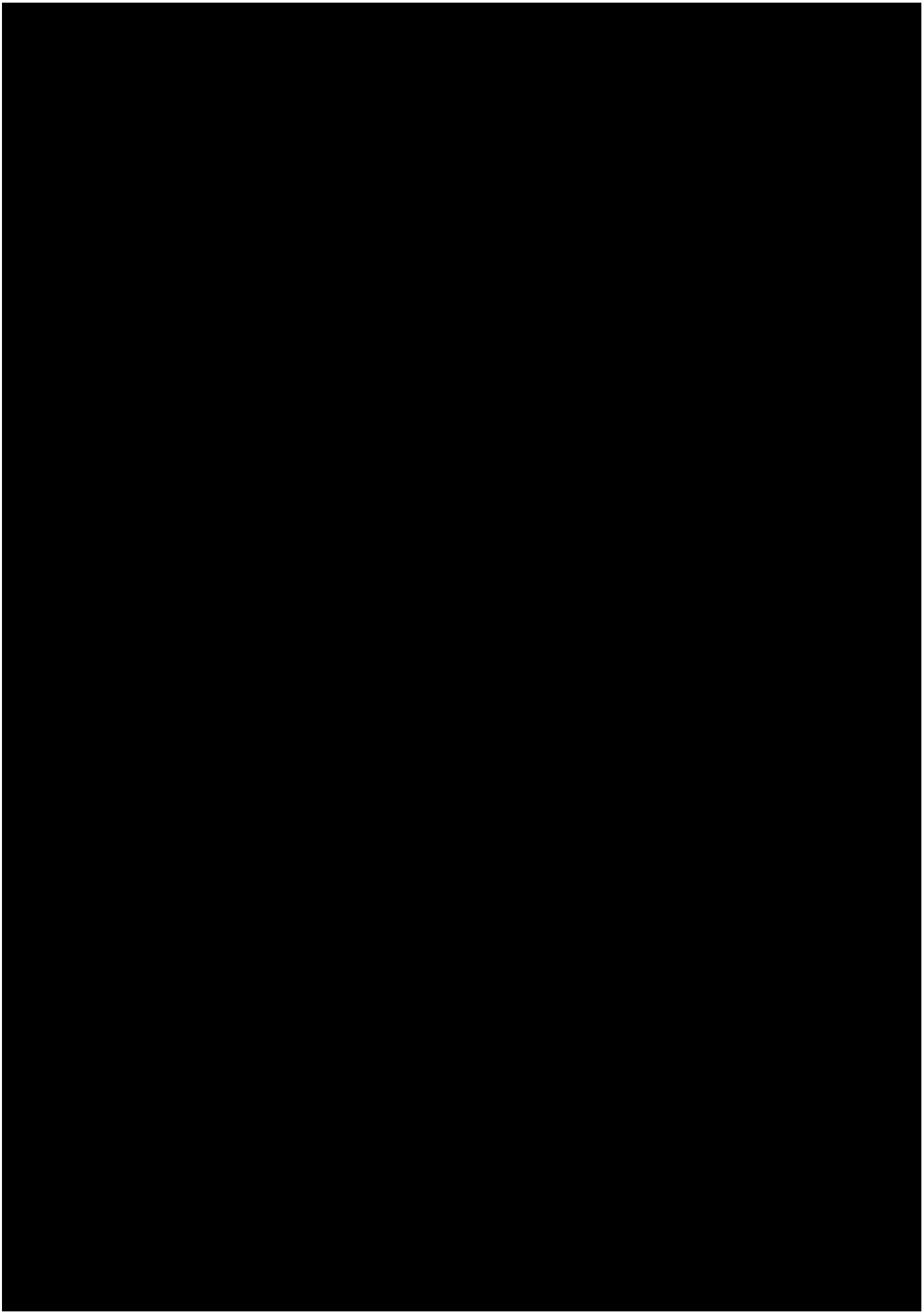


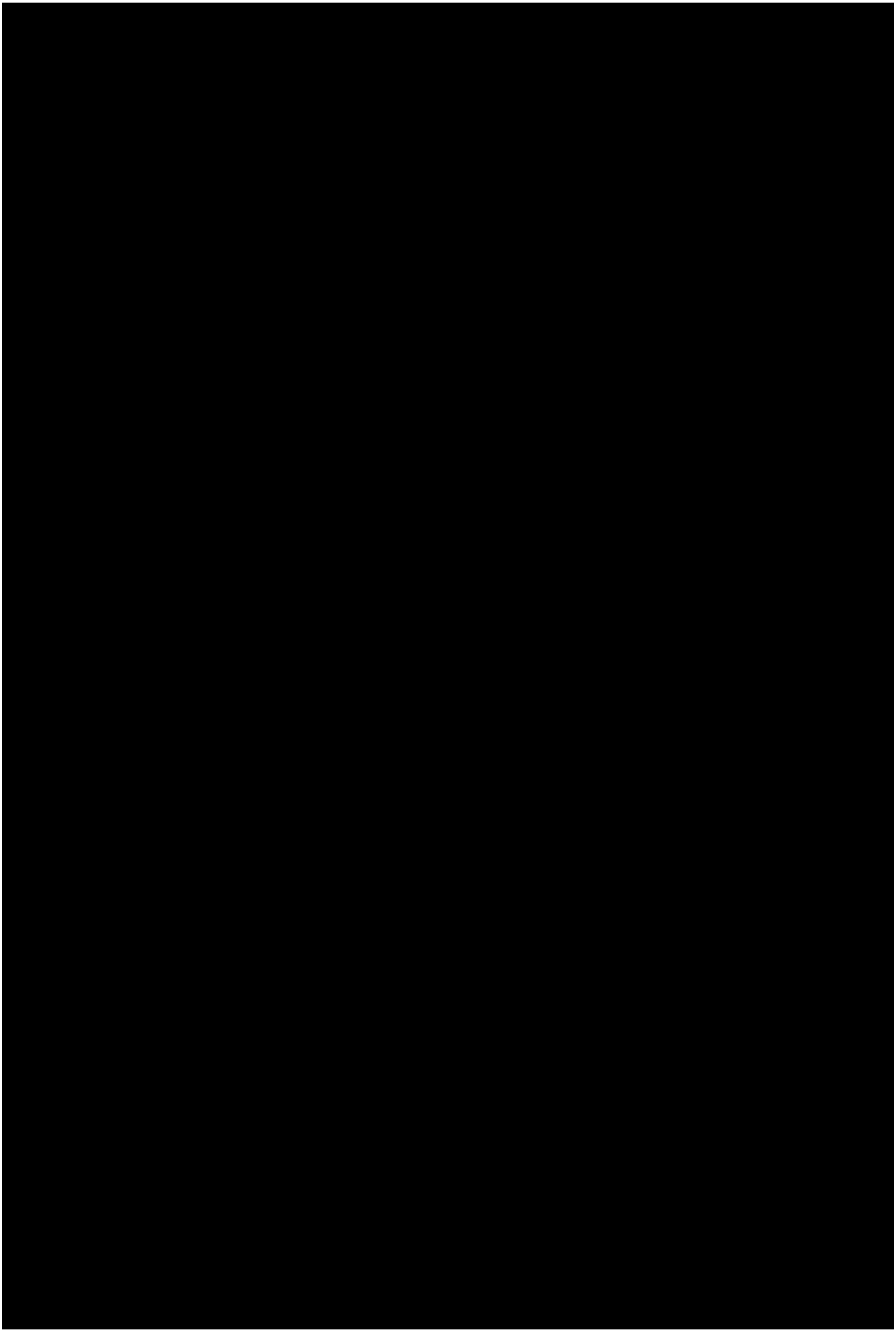


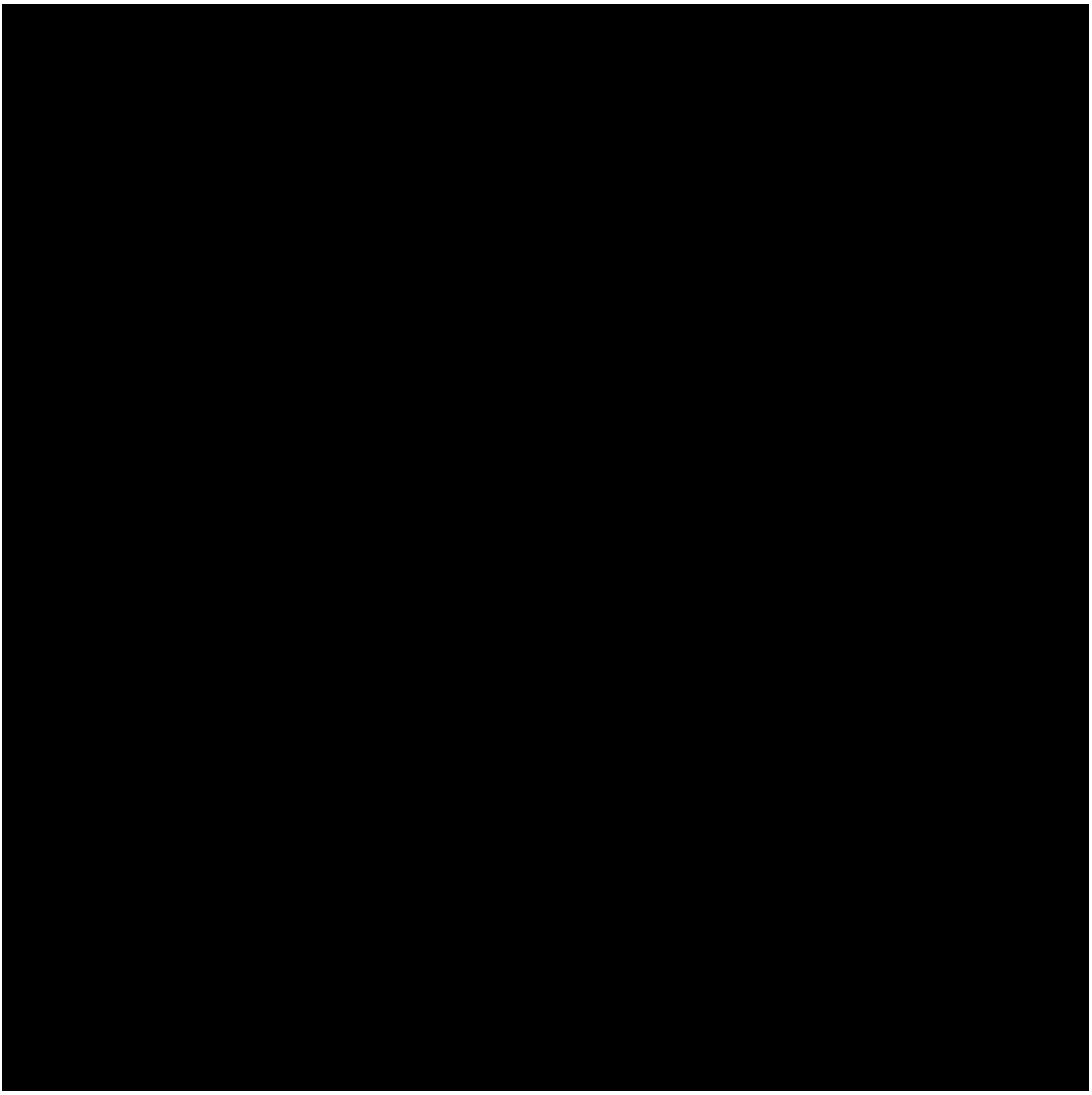


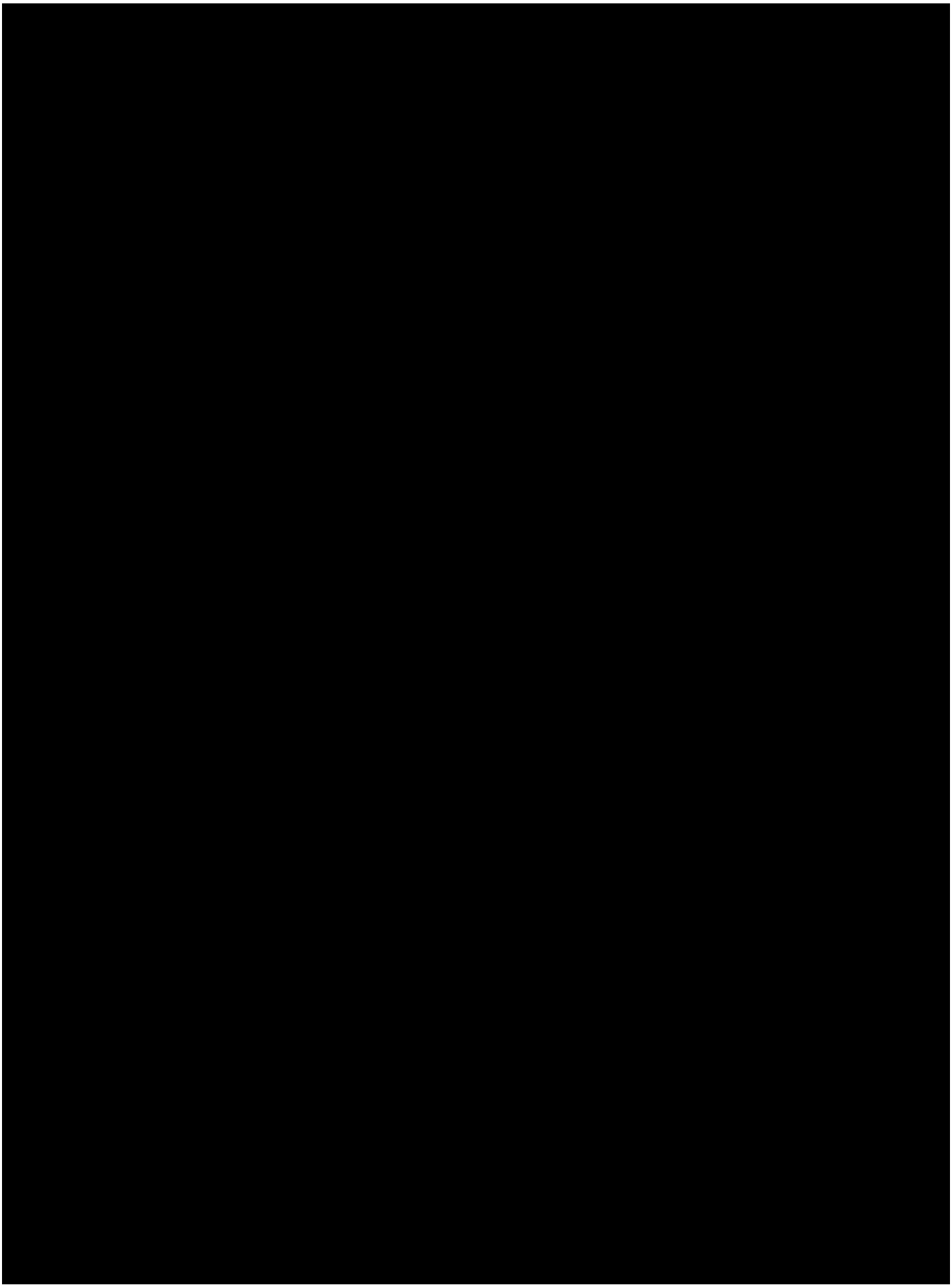


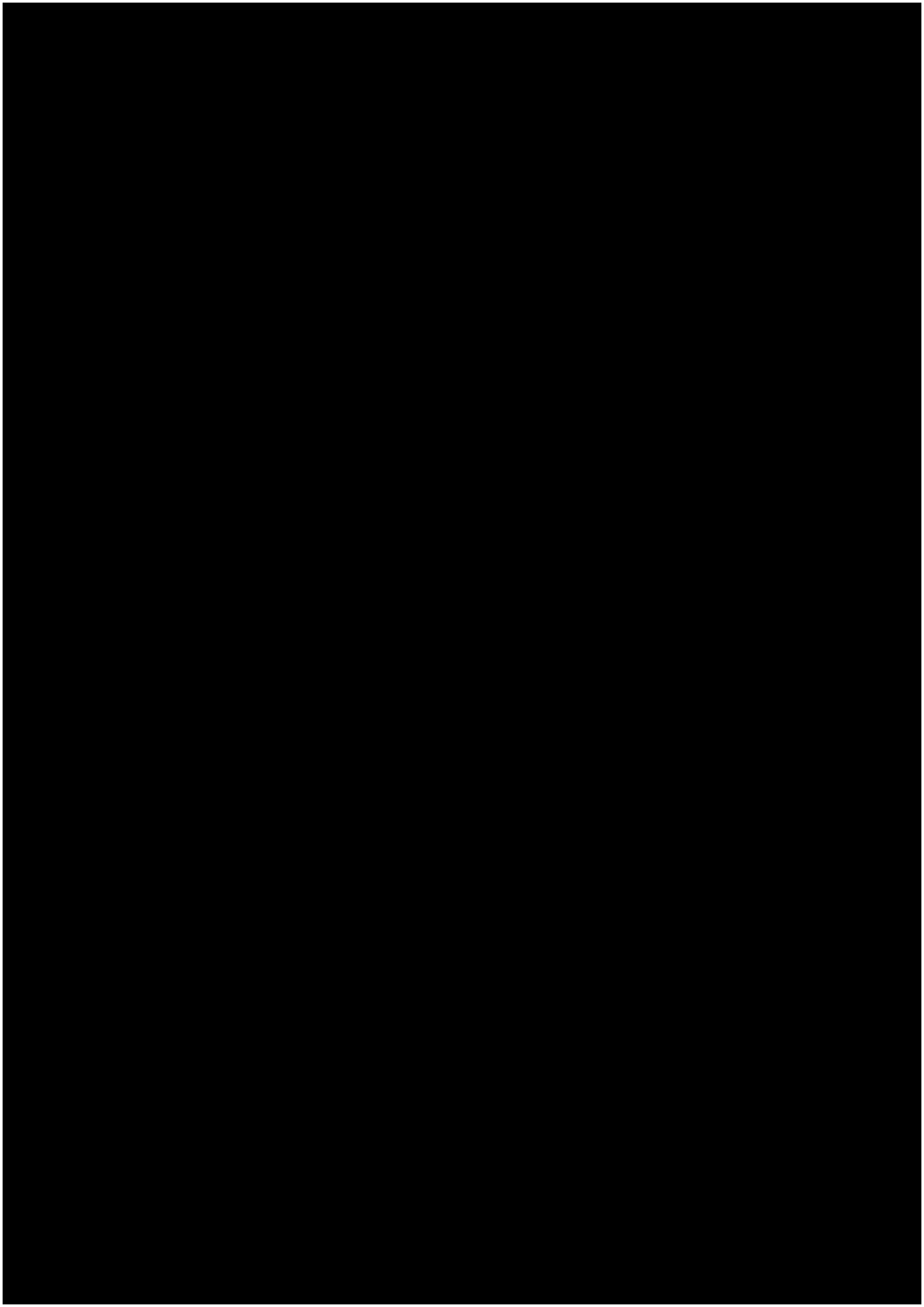


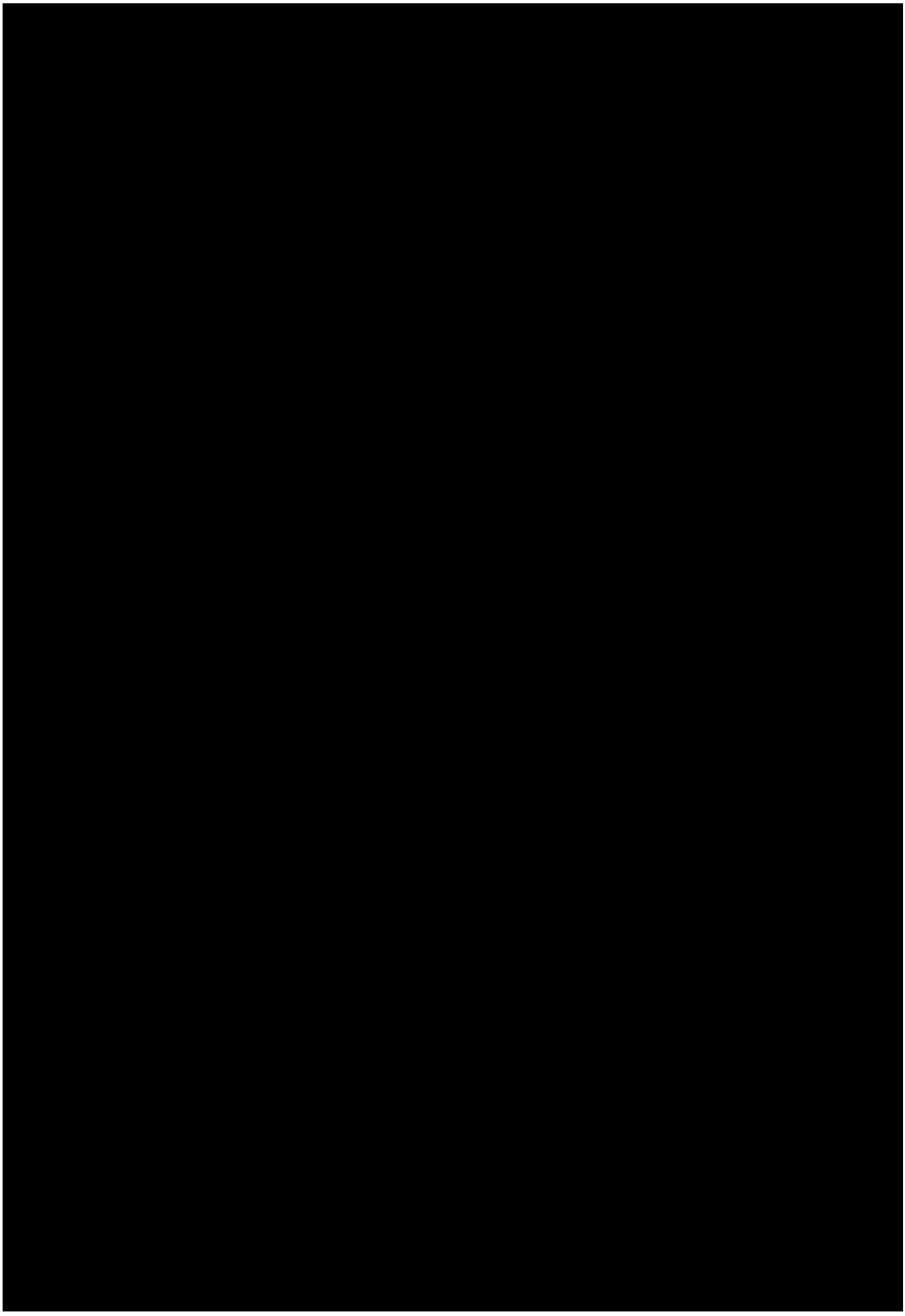


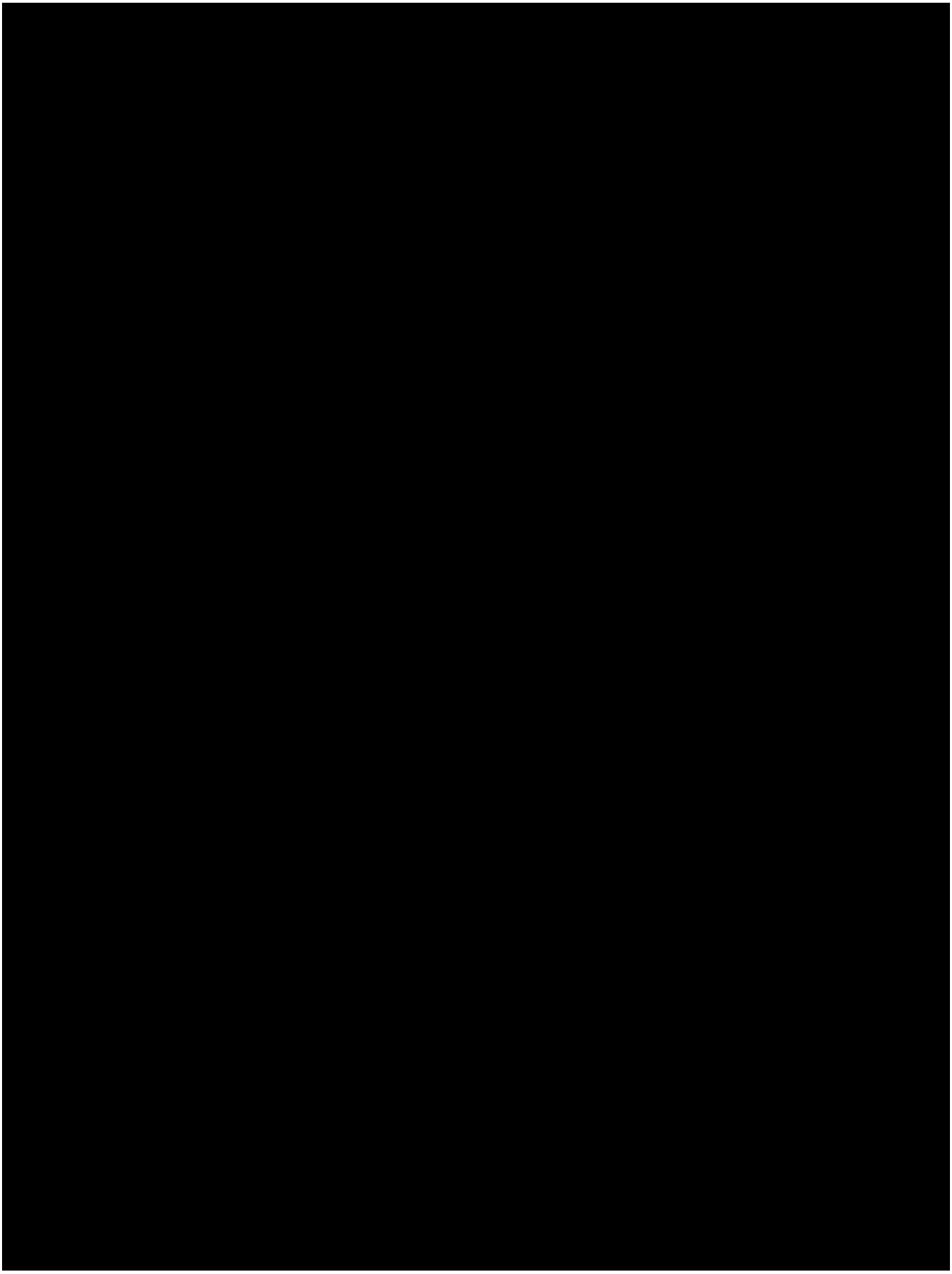


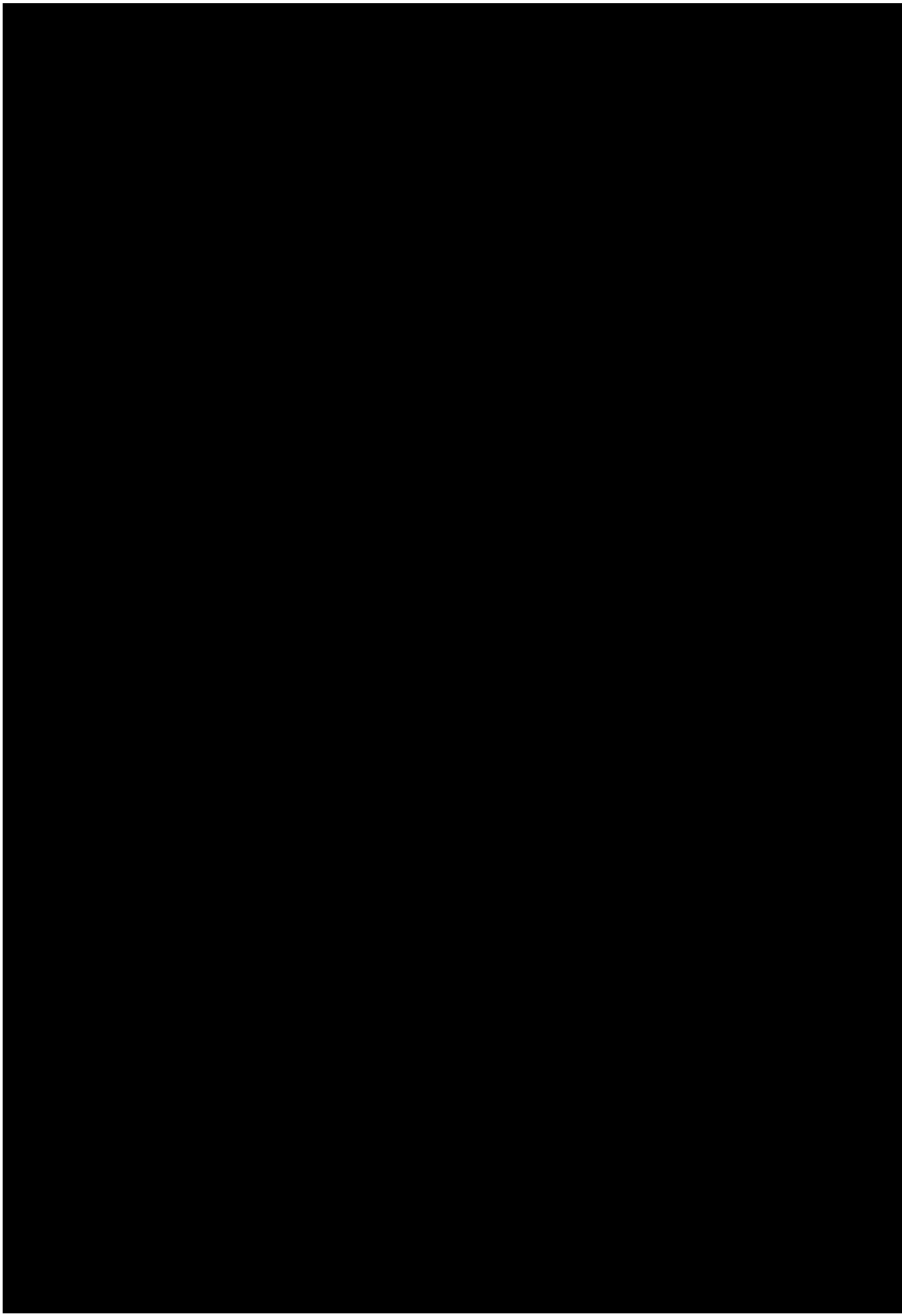


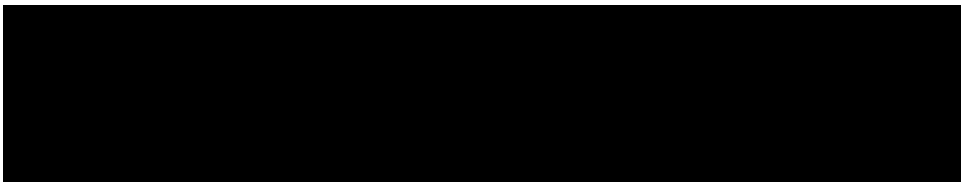


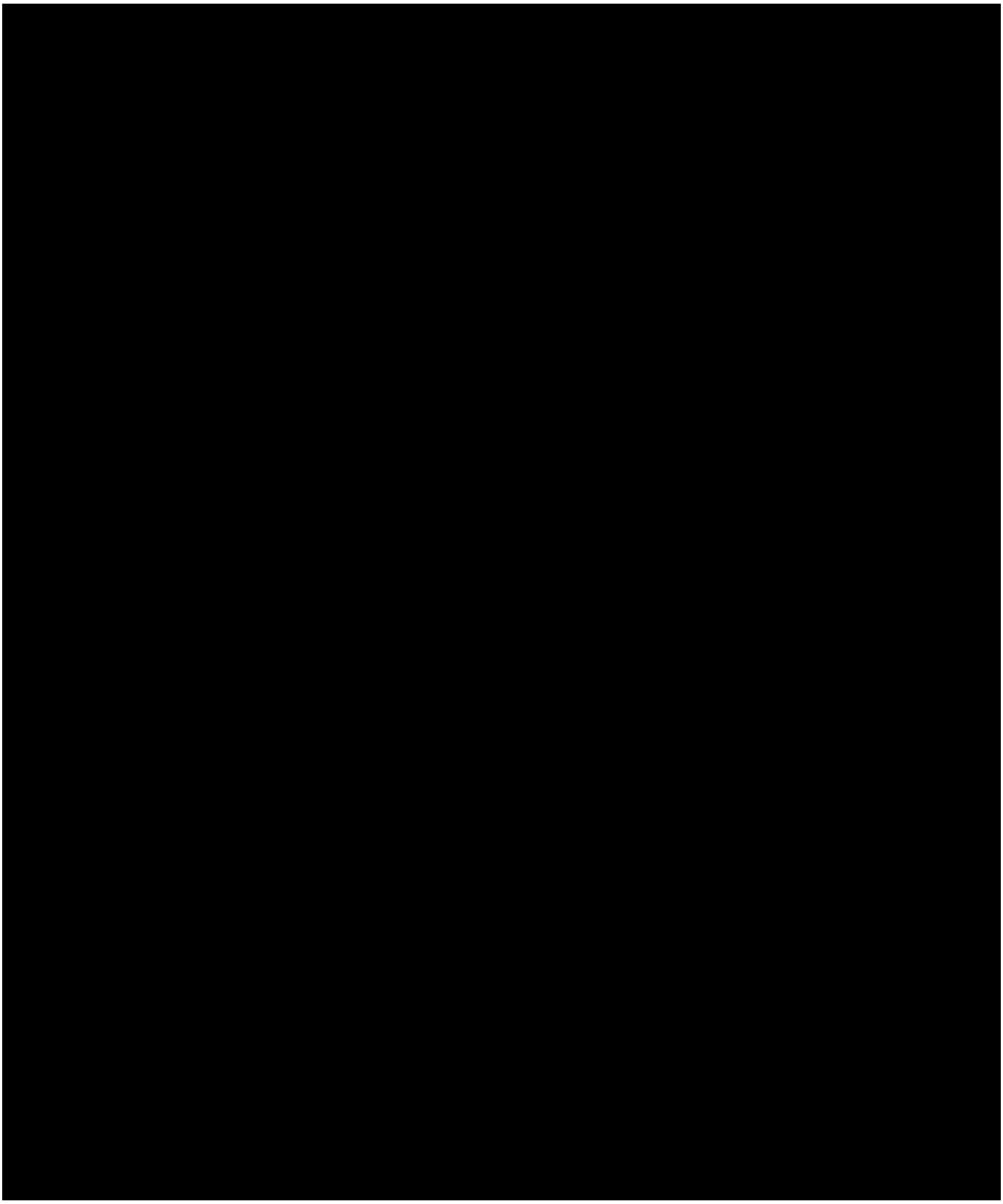


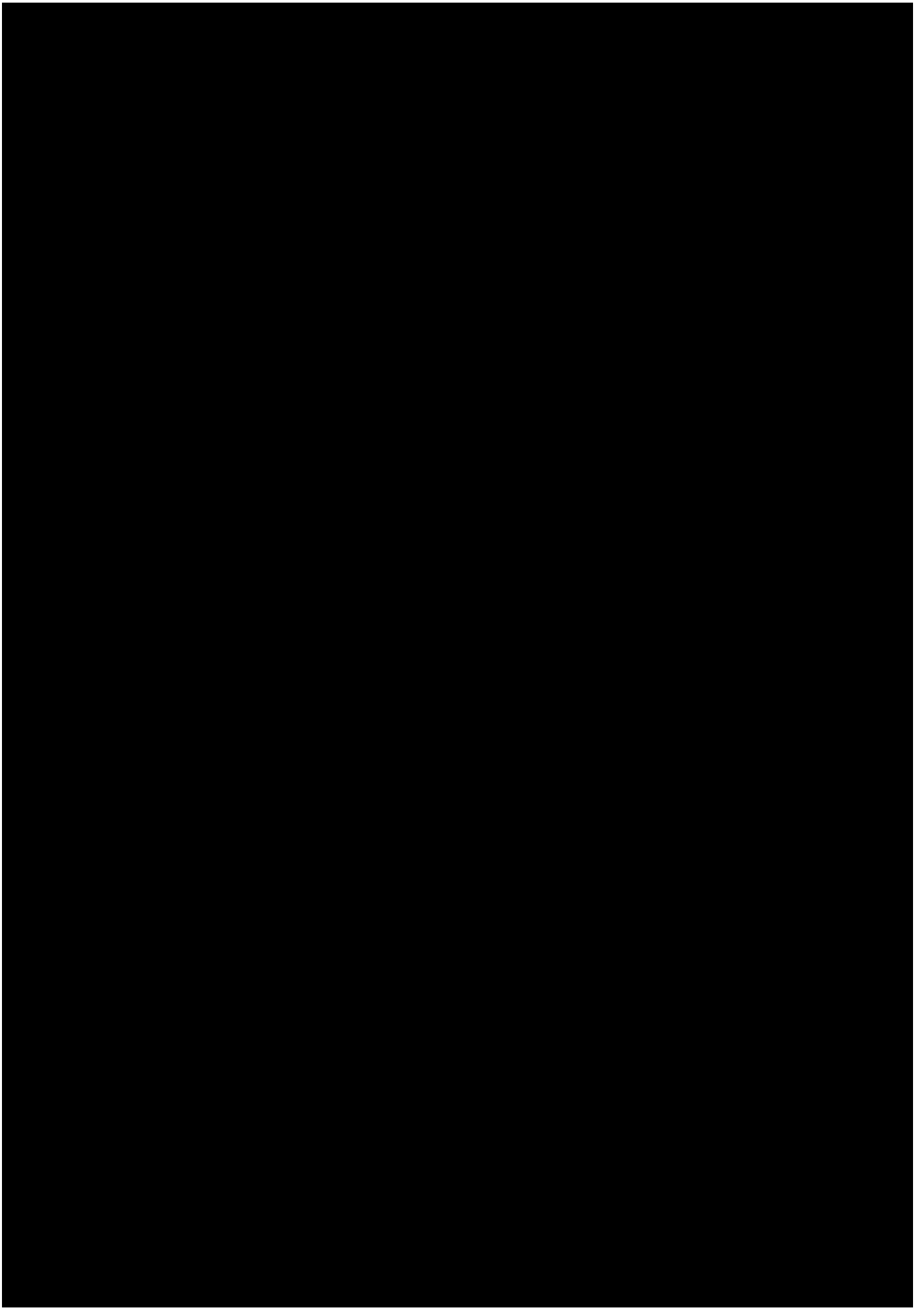


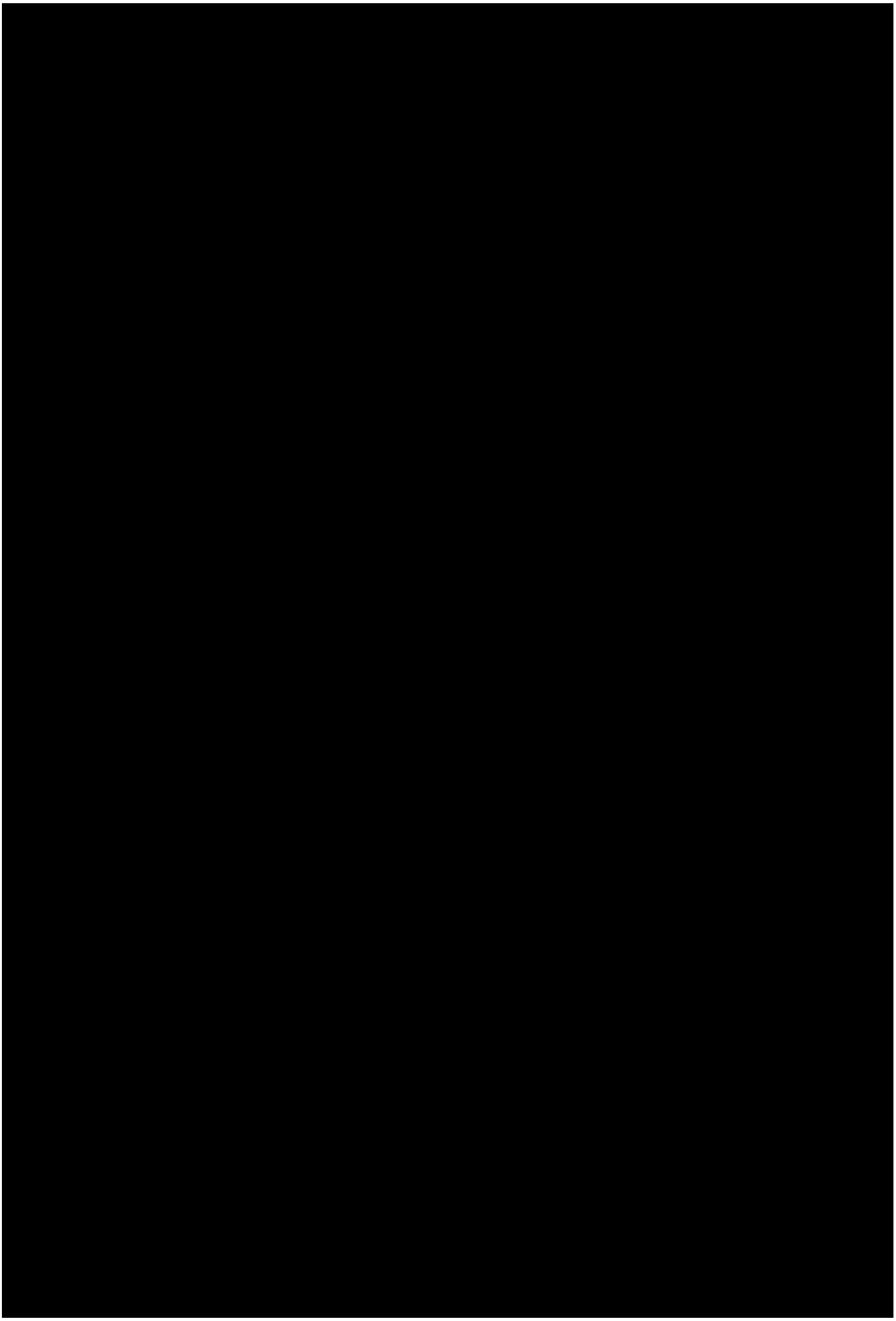


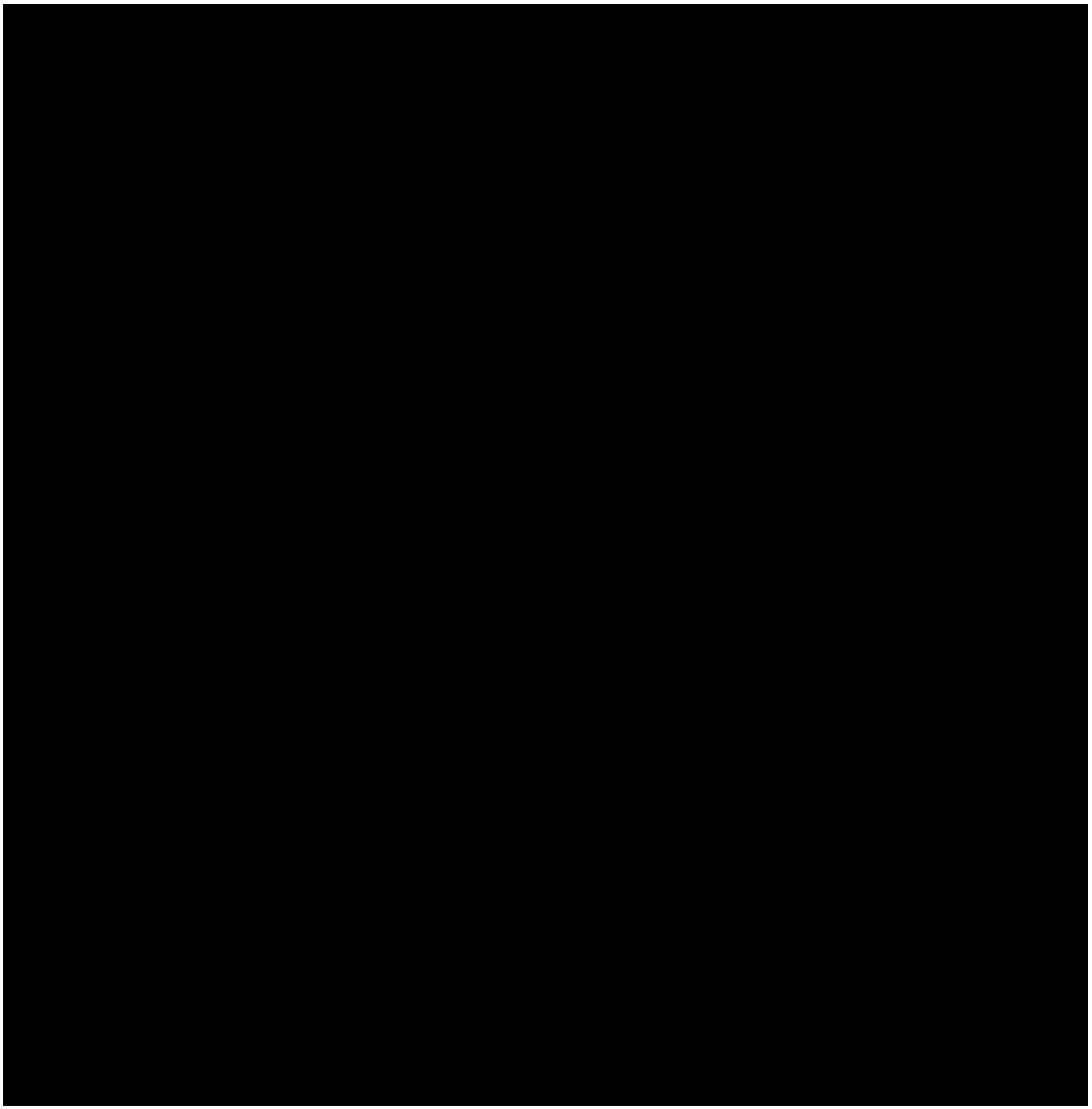












Annex 1: Governance and Contract Management

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in the Performance and Management framework section & the Key Performance Indicator Sections. (Sections 4 and 5 below).

2. An official within Defra will act as the Project Officer responsible for the day to day management of the contract. The Contractor will appoint a Project Manager who will act as the principal point of contact for Defra. The Contractor must provide a single manager responsible to Defra for fulfilment of the contract and for liaison with Defra's contact person.

3. The Contractor must provide the Project Officer at Defra with regular progress updates. The form of these updates will be monthly project management telephone meetings. The Contractor will also make all reasonable efforts to meet with Defra officials as and when required.

4. Defra will establish a project Steering Group that will comprise representatives drawn from Defra, relevant agencies, other experts and the Contractor. The function of the Advisory Group shall be to meet bi-annually, and at key junctures in the project if needed, and provide additional technical and subject expertise to support the Contractor and Defra.

5. Monthly project management telephone meetings will include reviews of any deliverables completed, whereby the Defra Project Officer and Contractor Project Manager will discuss what was achieved, what went well and any opportunities for improvement on future deliverables.

6. The Contractor shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline.

7. EFFICIENCIES AND CONTINUOUS IMPROVEMENT IN SERVICE LIFETIME

7.1. During the Contract, the Contractor shall look to develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.

7.2. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which shall include, but are not limited to:

- New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and

- Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.

8. PERFORMANCE MANAGEMENT

8.1. Key Performance Indicators (KPIs) are essential in order to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.

8.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework.

The proposed KPIs are set in Annex 2 and 3

Annex 2: 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 (KPIs) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPIs will be reported by the Contractor to the Authority on a monthly basis. The Contractor shall detail performance against KPIs in monthly project management telephone meetings and at quarterly Contract Meetings 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 also must be met otherwise indicating that the service 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 KPIs detailed in Section 5 or add any new KPIs. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

Annex 3: Key Performance Indicators (KPIs)

KPI and deliverables	Measurement	Fail	Acceptable
1. **Updates to Authority**	Monthly updates during project management telephone meetings summarising progress on achieving deliverables	Updates are not provided or lack sufficient detail to assure the Authority of progress	Updates are timely and include enough detail to assure the Authority of progress
2. **Project Management**	Objectives and deliverables are all met by specified deadlines	Deliverable deadline is missed without reasonable basis and/or without reasonable written notice by Contractor to Authority	Deliverable deadlines met
3. **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 upon reasonable request

SCHEDULE 1 – SPECIFICATIONS

Feasibility Study to Identify Strategic Mitigation Measures to Address Air Quality Impacts on Protected Sites from Proposed New Development.

a) Background to Natural England

Natural England is the government's advisor on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England's natural wealth for the benefit of everyone. Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy.

b) Background to the specific Natural England work area relevant to this project

Air pollution causes major damage to natural habitats as well as to human health. Many pollutants are emitted into the atmosphere, but the ecological damage caused by nitrogen deposition is now considered to be one of the most widespread and significant atmospheric pollution effects on the natural environment. It affects ecosystem functions by changing nutrient levels, acidity and through toxic effects can increase susceptibility to stresses such as frost or drought. These impacts are well-evidenced at national and international level and have been associated with major changes to habitats and their dependent species in England.

Furthermore, evidence shows that around 96% of sensitive Special Areas of Conservation (SACs), 89% of Special Protection Areas (SPAs)) and 90% of sensitive Sites of Special Scientific Interest (SSSIs) in England exceed the environmental thresholds (critical loads) for damaging effects of nitrogen deposition. The area of sensitive habitats (in England) where the critical load for nitrogen is exceeded is 96%[1] . These exceedances will influence the ability of protected sites to reach favourable conservation status / favourable condition. To put the scale of this into context 72% of all SSSI's in England are sensitive to nitrogen deposition (i.e. they have been assigned a critical load).

To achieve the necessary improvements in air quality for European sites and SSSI's, it is becoming increasingly evident that in many cases substantial reductions in ammonia emissions and nitrogen oxides are needed. Evidence so far (such as, from the Nitrogen Futures project[2]) suggests there is a need for a combination of national and locally targeted measures to reduce ammonia concentrations and deposition of nitrogen.

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[1] Trends in critical load and critical level exceedances in the UK. Rowe EC, Sawicka K, Tomlinson S, Levy P, Banin LF, Martín Hernandez C & Fitch A (2021) Trends Report 2021: Report to Defra under Contract AQ0849, UKCEH project 07617. https://uk-air.defra.gov.uk/library/reports?report_id=1020.

[2] Nitrogen Futures Report No 665. JNCC (2020).

In addition, for European sites which are currently exceeding their environmental thresholds (critical levels and loads), it is becoming increasingly difficult to justify any additional significant increases in emissions from growth and development. Mitigation solutions are therefore needed to enable new development to proceed without causing further increases in damaging emissions.

Currently there is a lack of deployable and reliable mitigation solutions to address air quality impacts from new development proposals that have the required degree of certainty to meet the tests of the Habitats Regulations. Natural England has a statutory role to provide advice to competent authorities including local planning authorities on any Habitat Regulations Assessments (HRA's), which can include mitigation proposals to address air quality impacts on European sites. This includes advising on whether the mitigation proposals will deliver, with sufficient certainty, any proposed emission reductions.

Nutrient Neutrality (NN) has been used successfully to enable residential development to proceed where environmental water quality targets for water dependent European sites are exceeded and are in unfavourable condition due to excess nutrients (nitrogen or phosphorous). In essence, developers are required to mitigate for increases in point source nutrient emissions from built development by providing reductions in sources (which may include diffuse sources) elsewhere in the catchment. This is usually achieved in a number of ways but can include removing land from agricultural production or nature based solutions such as the creation of wetlands or woodlands. This approach enables avoidance of further deterioration of water quality but does not contribute to site restoration. Unlike aquatic sources (where NN can operate within a catchment boundary) the situation is less straightforward for atmospheric emissions that may contribute to both background (where emissions operate at a larger scale than a catchment) and local deposition. It is therefore currently untested as to whether a similar approach could be feasible to tackle air quality impacts on European sites or SSSI's. One aspect of this project is to therefore identify whether such an approach is feasible to mitigate air quality impacts of new development on European Sites and if so under what circumstances.

The design and effectiveness of appropriate mitigation to address air quality impacts is extremely complex and requires substantial technical knowledge and expertise. An understanding of which mitigation option is the most effective for a given type of development is also required. Natural England staff will therefore require comprehensive guidance and tools to be able to advise competent authorities advocating mitigation schemes on the effectiveness and suitability of what is being proposed. Therefore a set of mitigation options and associated tools and guidance are needed to enable Natural England staff to provide advice on any mitigation measures that are proposed.

c) Requirement

The objective of this project is to undertake a feasibility study based on the best available evidence to identify the potential mitigation options for addressing air quality impacts from proposed new development (ammonia, nitrogen oxides and nitrogen

deposition) on European Sites and SSSI's. If a feasible mitigation option or options are identified the second part of the project will involve the development of associated tools, calculators and guidance required to implement the identified mitigation options. All outputs of the project will need to be compliant with the Habitat Regulations.

The project is in two parts and is desk based. The outputs of Phase 1 would be delivered by August 2023. The outputs of Phase 2 would be delivered by April 4 2024, with a maintenance period extending to September 2024.

Phase 1: Feasibility of developing a new approach for mitigating air pollution impacts from proposed development

Phase 1 Work Package 1: Identification of New Mitigation Options

1. Consider whether an approach such as nutrient neutrality or other proposed strategic approaches are feasible for addressing air quality impacts from proposed new development on European sites and SSSI's. Any solution would need to be compliant with the Habitats Regulations. Any new approaches must be based on a robust evidence base, which must be clearly explained and justified.

The following would need to be covered when considering whether such an approach would be feasible for mitigating air pollution at the local scale:

a) Will the approach work for all types of proposed developments which generate air quality impacts?
b) What factors (e.g. the scale and location of mitigation land in relation to the European Site or SSSI, proximity to the SSSI / European site, source of pollution, type of pollutant) and inter-dependencies influence the effectiveness of the approach?
c) How will the emission footprint from the proposed development be considered in relation to the footprint of nearby existing emission sources which could be reduced or removed to provide mitigation? This is because for the reduction / removal of an emission source to be considered as mitigation it must also be impacting the European site as an ongoing source of pollution.
d) Will the approach work for all habitat types which may require the mitigation?
e) Will the approach work for sites designated for habitats and / or species?
f) Does the source attribution of ammonia and nitrogen oxides influence which European sites or SSSI's would be suitable candidates for the approach (for example will the approach only work where agriculture is the dominant source of pollution)?
g) What reduction in emissions can be expected from different changes in land use of any mitigation land? What factors e.g. management, previous land use and nutrient concentration, location, surrounding land use etc., influences the scale of reduction in emission? Are there any dominant factors?
h) Will the approach work for both ammonia emissions and nitrogen oxides?
i) Will the approach work to tackle wet and dry deposition?
j) Will the approach consider the use of Nitrogen Emission Reduction Zones and

Emission Displacement Zones (where nutrient neutrality measures might be targeted, for example) in close proximity to European sites as detailed in the Nitrogen Futures Report[3]? If so, how will the size of such a zone be determined and what other factors will need to be considered to ensure the approach is effective?

k) What impacts would wind speed, wind direction and rainfall have on the site and any mitigation land? Are there other environmental variables that need to be considered?

l) Confirmation that the approach is compliant with the Habitats Regulations, in particular with respect to recent caselaw regarding certainty and best available evidence (to address any issues in relation to the need for absence of any scientific doubt)

Phase 1 Work Package 2: Development of a Methodology for Each New Feasible Mitigation Option.

2. If any new feasible strategic approaches are identified in Work Package 2 then a methodology should be produced for each approach which clearly sets out the different stages involved, and the evidence base used to develop and underpin the methodology. The methodology for each new feasible approach should clearly explain why the evidence is robust or represents the best available evidence. Where multiple evidence sources are used to generate average figures/values, both the evidence and the rationale for the chosen figure should be set out in the methodology. The methodology should clearly state the circumstances under which the approach can be used including and whether it is suitable for all types of development scenarios or for all types of sites which are sensitive to air pollution impacts.

3. All methodologies produced should be set out in such a way as to enable Natural England to use it as the basis for any written evidence which may be required at planning appeal or Judicial Review.

4. There should also be recommendations provided for any site-specific tools, calculators or guidance documents which may be required to ensure any methodologies developed can be rolled out across numerous sites (these would then be developed as part of Phase 2 of the project).

It is not expected that any approach developed would require NE staff to undertake detailed modelling. Rather that the approach will be high-level which would enable NE staff to identify those proposals which are reliable, likely to succeed, be sufficiently precautionary and likely to meet the requirements of the Habitat Regulations and won't be inappropriate in the proposed location because they will compromise wider habitat restoration possibilities.

Phase 2: Development of tools to deliver any new approach or approaches identified in Phase 1

If phase 1 of the project identifies that it is feasible to develop a strategic approach

[3] Nitrogen Futures Report No 665. JNCC (2020).

to mitigate the impacts of air quality from proposed development on European sites then phase 2 will include the development of any site-specific tools, calculators or guidance documents required to implement any methodologies identified. There may be additional relevant tools required however this will be determined and refined based upon the outputs of Phase 1. At this stage it is therefore not possible to be prescriptive of what this will entail. Also, it is currently not possible for Natural England to identify which European sites or SSSI's the approach should be applied to.

Prior to the development of the tools, it is proposed that Phase 2 will involve gaining targeted feedback from relevant local planning authorities and stakeholders on any new methodologies identified in Phase 1, where practical. Where feasible such feedback could then be used to improve the methodologies and to inform the development of any associated tools or calculators, in discussion with Natural England.

However, the following elements will be required:

- Any calculators or tools deemed necessary should be produced initially as a beta version (based on Excel platform) so that its functionality and suitability can be tested for use on multiple sites. The beta version should be tested using case studies / sites (exact number to be determined but between 2 and 5).

- Consideration should also be considered to any future proofing of any tools or calculators which may be required

- To compliment any methodologies produced, and to guide users through the process of using the tools or calculators, simple and concise guidance documents should be produced. Guidance documents should include:

    - A brief overview of the approach
    - A step-by-step guide for each stage of the tool / calculator, highlighting what inputs are required in order to use the tool or calculator
    - Cross-references to the methodologies already produced, to enable users to understand the calculations being undertaken by the calculator at each stage.
    - Outline any limitations or caveats which are relevant to the approach.

- Whether it is possible to develop a simple framework and/or checklist of the key information that NE would want to see included in any mitigation proposals and how this information can be used by NE, including if there are any criteria that can be applied, which would enable the identification of whether the proposals are reliable, they are unlikely to fail, sufficiently precautionary, meets the requirements of the Habitat Regulations and/or is in an appropriate location.

- Whether it is possible to develop any easy and quick tools/calculations or a series of generic values/ranges for some or all different types of mitigation which will enable Natural England staff or others to determine if the proposed reductions in emissions are reliable and precautionary. This could include identifying factors which, in relation to the emission source type, are most conducive to emission reduction or those that could cause significant underperformance in emission

reduction.

- Whether it is possible to develop a simple framework/checklist to help NE staff assess if any proposed monitoring and maintenance are appropriate to ensure the reductions are achieved and maintained over the longer-term.

It may be that different approaches (including the types and level of checks that are needed), are required for different situations or locations.

The rationale, key evidence and principles that underpin the approach and any tools or calculators should be clearly set out in the report to enable NE to defend the position it has come to using the approach on the appropriateness of any mitigation proposals.

Tenders should set out details of what approach and/or tools or calculators it will be possible to develop through this project based on existing best available evidence. Other potential alternative or more innovative approaches are welcomed although they should be clearly explained as to how they would deliver the objectives of the project.

At the end of Phase 1 and if appropriate Phase 2 a one hour webinar should be delivered (and recorded) for Natural England staff to explain the approach and/or tools developed.

For Phases 1 and 2 the approach needs to:

- be something that can be used by individuals which do not have extensive technical expertise on air quality impacts and is relatively quick and easy to apply.
- be precautionary, and therefore provide sufficient certainty needed within a Habitat Regulations Assessment, that the reductions will be achieved and maintained over longer periods of time (i.e., decades).
- take account of time lags in the mitigation reaching the 'normal' range of efficacy.
- cover the full range of habitats.
- be based on the best available evidence.
- be compliant with all aspects of the Habitats Regulations.

d) Scope of the specification

Phase 1

This part of the specification is to:

- Undertake a feasibility study to ascertain whether a nutrient neutrality approach, or a similar strategic approach can be used as a mitigation measure to address air quality impacts from proposed new development, based on best available evidence.
- Produce a report outlining the findings of the feasibility study, including recommendations for any site-specific tools, calculators or guidance documents which may be needed (to be undertaken in Phase 2).
- Develop a methodology (or methodologies, if more than one approach is feasible) if a new approach for mitigation can be developed.

- All final reports should provide a table summarizing how Natural England's comments have been addressed

Phase 2
This part of the specification is to produce any site-specific tools, calculators or other guidance documents recommended in Phase 1, which are required to implement any Methodologies identified. This phase will also involve gaining targeted feedback from local planning authorities and stakeholders on any new methodologies identified from Phase 1 and producing a summary report on the findings.

Whilst we expect any tools or calculators to be tested prior to issue to Natural England, we recognise that once in use unexpected issues cannot be completely ruled out. Therefore, as part of the commission we expect beta versions to be produced, which can then be tested ahead of the commission being completed. A method statement should also be produced for the development of any tools or calculators in Phase 2 with a report summarising how the tools / calculators were put together including information on any software used, steps followed, formulae used, and data etc.

Additionally, we propose to continue the contract for a period of approximately six months following the production of any tools or calculators, to enable any errors identified once they are in widespread use to be rectified as part of the contract.

Natural England would also highlight that we may, should the need arise, look to re-commission the successful tenderer to produce additional tools or calculators (based on the same template) for any additional sites that may require the approach in the future.

Should the data upon which any tools or calculators are built change Natural England may wish to re-commission the successful tenderer to update the information to reflect such changes.

e) Outputs and Contract Management

The main outputs for this project will be:

Phases 1 and 2:

- A project inception meeting by video call (e.g. MS Teams/Zoom) within the first week of the project start. All costs associated with attending the inception meeting must be incorporated into the fixed price. The successful Tenderer must identify individuals who will manage the project and nominate a representative for day-to-day contact with the authority's project officer.
- Monthly calls with the project steering group to provide updates on progress in line with agreed deliverables and milestones, emerging findings, get knowledge input and feedback on deliverables.
- Contact by email with project officer every two weeks providing updates on progress and any issues. Any issues in delivering the project should be raised as soon as possible.
- **For Phase 1:** Draft Feasibility report which includes the outputs from the, the conclusions from the feasibility study, any draft methodologies as well as an

explanation of the key evidence and principles on which it is based and draft recommendations for any tools, calculators or guidance developed, with at least 3 weeks for NE staff to provide comments.

- **For Phase 1:** Quality-assured final Feasibility report, any final Methodologies and final recommendations for any tools, calculators or guidance documents which need to be developed in phase 2 to be provided to project manager in Word and/or Excel format. If any other format is to be used, this must be agreed with the project manager at the start of the project and would need to be something which is accessible to all NE staff.
- **Phase 2:** Summary of feedback from local planning authorities and stakeholders on proposed approach and audit of whether new methodologies should be amended to reflect feedback, with justification.
- **Phase 2:** Agreement with Natural England on which sites the tools or calculators will be developed for.
- **Phase 2:** Draft / beta versions of any site-specific tools, calculators or guidance documents, with at least 3 weeks for NE staff to provide comments.
- **Phase 2:** Method Statement and associated report for any tools or calculators produced.
- **Phases 1 and 2:** PowerPoint slides and recorded webinar for NE staff providing an explanation of the approach/tools developed.
- **Phase 2:** 6 months period to rectify any issues with site-specific tools or calculators.

Key timescales:

Phase 1

- Project start
- First week of project – Inception meeting between project officer, steering group and supplier
- 12 weeks (3 months) after start 29th May 2023– Draft report for Phase 1 due to project officer in digital format via e-mail
- 8 weeks after first draft 24th July 2023 – Final report for Phase 1 due to project officer in digital format via e-mail and draft PowerPoint slides
- 2 weeks (7thAugust 2023) after final report webinar for NE staff on Phase 1
- Phase 1 contract completion by August 2023
- August 2023 – Break clause to confirm that phase 2 of the project will go ahead with confirmed funding as this will influence the number of sites which can be included in Phase 2 of the project

Phase 2

- Project start September 2023
- First week of project – Inception meeting between project officer, steering group and supplier
- October 2023 – Discussion of proposed approach with local planning authorities and stakeholders to gain feedback on any new methodologies proposed in Phase 1

- 30th November 2023 agreement on which European sites the tools or calculators will be developed for.
- • 10 weeks after agreement of sites 8 February 2024 – beta / draft version of tools / calculators completed
- 7 weeks after beta versions completed 28 March 2024 – Final versions of tools, calculators and guidance documents and associated report and method statements
- April 2024 draft PowerPoint slides
- April 2024 final tools calculators, guidance webinar for NE staff on Phase 2
- Maintenance period for any tools or calculators from 01 April to 31st September2024

It is anticipated that this contract will be awarded for a period of around 18 months with phase 1 ending no later than 31st August and phase 2 no later than 31stSeptember 2024 (which includes a 6-month maintenance period should any errors need to be rectified). Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition.

f) Supporting Documentation

The following supporting documentation should be provided:

- Research Methodologies
- Health & safety Policies/certificates
- Environment Policies
- VAT registration number
- Public Liability Insurance *
- Professional Indemnity Insurance *
- CV's
- Past Work
- Sustainable Procurement Practices

g) Sustainability

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to Natural England's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project. The successful contractor is likely to be able to provide a copy of their environmental policy and any environmental accreditation schemes such as ISO 14001 or EMAS which they have been awarded or are working towards.

a. **Operational Sustainability -** Explain to Natural England what your

organisation is doing to incorporate sustainability within its operations. This may include any details you are able to provide in relation to steps you may be taking to reduce your carbon footprint.

b. **Environmental Management -** Detail what you will do to assess the environmental impact of completing this project and provide mitigations. Examples may include operational measures to reduce emissions and noise impacts, efficient energy use, efficient use of raw materials and minimisation of waste where possible.

h) Evaluation Criteria

The following quality criteria will be used to evaluate the bids so please provide information on the following:

- Your key personnel who will be directly involved with this contract, their role and time allocation for the elements of the project will therefore require technical air quality expertise and experience. We will be looking for a high level of expertise and experience in:
    - Air quality modelling
    - The impacts of air quality on habitats and species
    - Understanding of the different sources of air pollution and their importance at a local, regional and international scale
    - The design of mitigation measures for addressing air quality impacts.
    - Developing approaches and/or tools for use by non-technical individuals.
    - Understanding of the Habitat Regulations Assessment process, air quality impacts and the requirements mitigation measures will therefore need to address.
- Proposed methodology
- Quality Assurance (QA), project management and risk management measures
- Management of sustainable impacts
- Health and Safety
- Explanation of your understanding of the requirement of the project.
- Risk Management – Identification of potential risks and proposed mitigations

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

Quality – 70%

Price – 30%

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

Criteria	**weighting**	To include:
Key personnel and expertise	**35%**	• Summary of relevant expertise and experience of key personnel and any work on similar projects taking into consideration the skills and experience identified as being crucial for this project as outlined above. • Table outlining the time allocation for each individual for the different elements of the project
Methodology including project management and QA	45%	• Please submit an outline method of how you propose to deliver the services including any QA measures. • Please submit your understanding of the project requirements • .
Project Management	10%	• Includes Project Plan, information on how the project will be managed, including timeline
Risk Management	10%	• Identification of potential project risks and mitigations to manage the risks
		•

SCHEDULE 2 - PRICING

1. The Authority shall pay to the Contractor no more than the fixed sum identified in:
£95,225 as the Price.

2. Subject to any variation of the project, the amount in paragraph 1 shall remain firm throughout the duration of the agreement.

3. In the event that the Contract is varied, the amounts in paragraph 1 may be adjusted as agreed in writing, between the Authority and the Contractor.

4. The payment will be in stages as follows:

5.1. The Contractor shall submit an invoice to the Authority on a quarterly basis and for the amounts set out in Table 1 in respect of each such milestone delivered during the preceding quarter.

5.2. Any and all such invoices shall comply with the requirements in section C of the Contract and the Contractor shall provide all further reasonable information and/or evidence of completion as the Authority shall reasonably require to demonstrate the satisfactory completion of the agreed milestones;

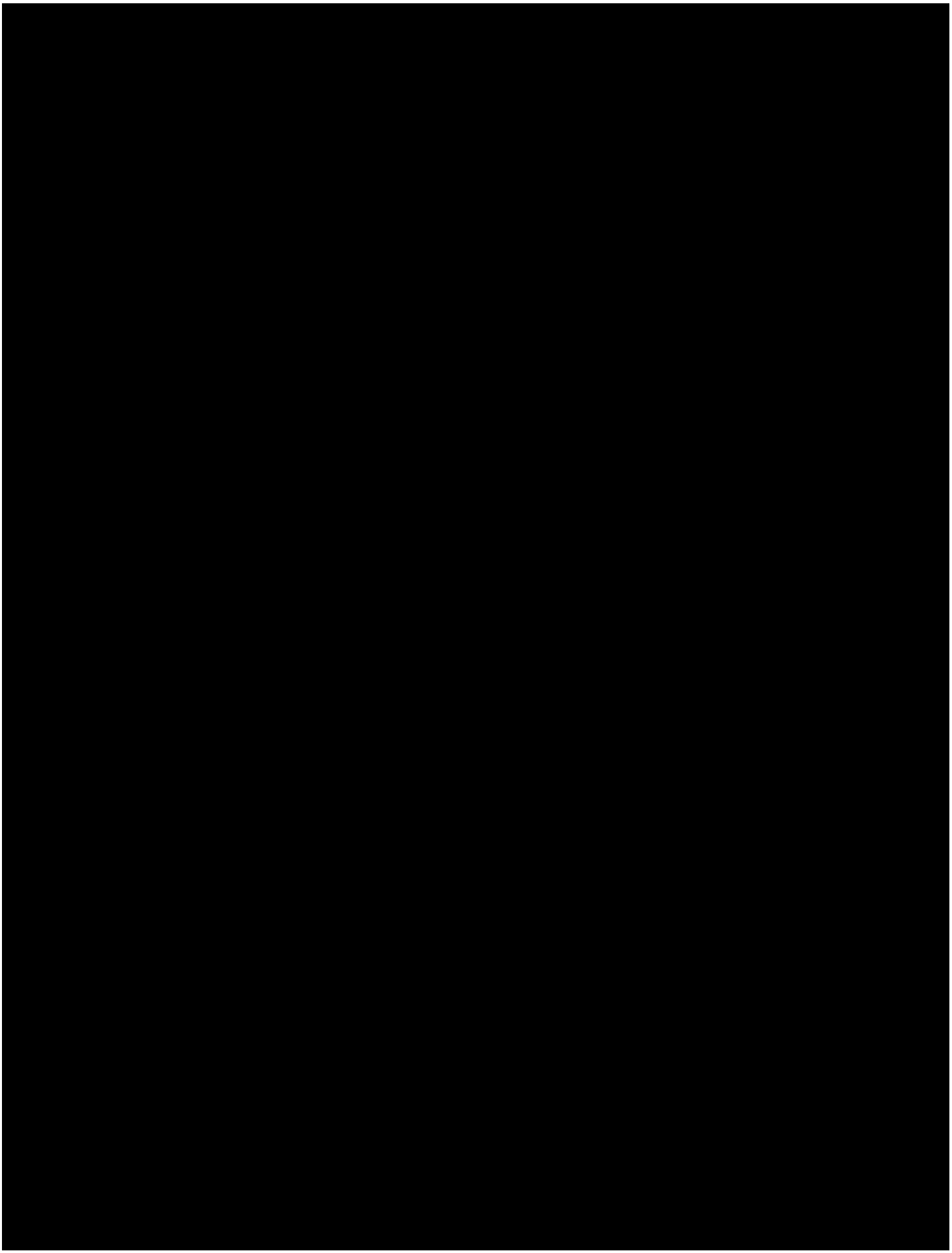
5.3. Within 30 days of receiving an invoice satisfactory to the Authority shall pay all Valid Invoices in accordance with the payment terms in Clause C of the Contract to the bank account nominated by the Contractor in the invoice

5.4. The Contractor shall be responsible for the payment of any Sub-Contractors.

TABLE 1: MILESTONE:

Ricardo-AEA Limited

[redacted]



SCHEDULE 3 - CHANGE CONTROL

Contract Change Note ("CCN")

CCN Number **Contract Reference Number & Title** **Variation Title** **Number of Pages**	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended all other terms of the Original Contract shall remain effective.

3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Atamis.

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

[insert commercially sensitive information as appropriate and if known the dates that the information will remain commercially sensitive]

1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).

1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.

1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.

1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:
   Dgc.gdpr@defra.gov.uk
   Nobel House, 17 Smith Square, London. SW1P 3JR
3. The contact details of the Contractor Data Protection Officer are:
   [redacted]
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	The subject matter of the processing is the data generated from the research but also the contact details and locations of partners and volunteers and landowners who will have given their permission to work with us to satisfy the objectives and deliverables in the contract.
Duration of the processing	Processing will take place for the duration of the contract: 03/07/2023 to 04/07/2024. Data will be retained for the statutory minimum required by the contract, i.e. six years. Scientific research data will be retained indefinitely in order to be available to the research community.
Nature and purposes of the processing	For the purpose of the scientific research experimental data will be collected, analysed, structured and stored to satisfy donor reporting and scientific publications. For the purpose of implementation of the research project contact details of collaborators, temporary staff, suppliers, landowners and volunteers will be stored. Personal data will be collected in agreement with the

	respective owner of this data; the data will be collected through email correspondence, telephone conversations or during face-to-face meetings. All data will be stored on the secure Ricardo-AEA Limited one-drive with access restricted to those with a need to know. In order to enable effective communication, telephone numbers will be stores on mobiles of the respective PIs of the individual project components; unless specifically requested, data will not be anonymised; names of collaborators, landowners as well as temporary staff will be mentioned in project reports, where appropriate, as well details of specific release sites for biocontrol agent, unless specifically requested by the involved individuals as not to; personal data will be transferred to other Ricardo-AEA Limited staff involved in the projects to enable the effective implementation of the project; personal data will only be transferred outside Ricardo-AEA Limited upon request and with the explicit permission of the respective owner and only to further the scientific work within the scope of this project.
Type of Personal Data	Ricardo-AEA Limited staff data as names, working and email addresses in relation to this specific contract; collaborator names, affiliation, phone numbers and email addresses; landowner names, addresses, phone numbers and emails as well as information on land owned such as GPS data, site descriptions, images; names of scientific collaborators and volunteers, as well as phone numbers and email addresses as needed, names of Ricardo-AEA Limited temporary staff and interns/ micro placements /students as well as CVs, phone numbers and email addresses and images taken during their work on this project; contact details such as telephone numbers and emails of suppliers
Categories of Data Subject	Ricardo-AEA Limited permanent staff and interns, collaborators including permanent staff at collaborating organisations, volunteers, agents, and temporary workers, suppliers, students, landowners/wardens with respect to volunteering biocontrol agent release sites
Plan for return and destruction of the data once the processing is complete **UNLESS requirement under union or member**	Collected data will be retained for the statutory minimum of 6 years, unless the data are needed for scientific research purposes, in which case those will be held indefinitely. Where appropriate the latter will be anonymised. All data to be destroyed will be deleted from the Ricardo-AEA Limited computer system i.e. emails, servers and back-ups.

state law to preserve that type of data	