



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

Protected Sites Strategies Pilots – Evaluation of Process and Impact

You are invited by Defra on behalf of Natural England, to submit an ITT for the requirement described in the specification below.

Tender Reference: itt_9833

Important Notice

All references in this ITT to the Authority include, where appropriate and unless the context otherwise requires, references to the Authority's predecessors and successor(s).

The Information has been prepared to assist interested parties in deciding whether or not to submit a Response in relation to the procurement. It does not purport to be all-inclusive or to contain all of the information that a Tenderer may require. Any descriptions of existing and proposed contractual arrangements are of a general nature only. Where the Information describes any contractual arrangements which are not yet in force, those arrangements are subject to change. Any reference to a contract or other document is qualified in full by reference to the entire terms of the contract or document to which reference is made.

The issue of this ITT in no way commits the Authority to award the contract to any person or party. The Authority reserves the right to terminate the competition, to award a contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in this ITT, or to reject any or all Responses and to terminate discussions with any or all Tenderers at any time. Nothing in this ITT should be interpreted as a commitment by the Authority to award a Contract to a Tenderer.

The Authority does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this document or based on or relating to the recipient's use, or the use by any of its subsidiaries or the respective representatives of any of them, in the course of its or their evaluation of the service or any other decision. In the absence of express written warranties or representations as referred to below, the Information shall not form the basis of any agreements or arrangements entered into in connection with this procurement.

The Information has been provided in good faith and all reasonable endeavours have been made, and will be made, to inform you of the requirements of the Authority. However, the Information does not purport to be comprehensive or to have been independently verified. You should form your own conclusions about the methods and resources needed to meet these requirements. In particular, neither the Authority nor any of its advisers accept responsibility for representations, writings, negotiations or understandings in connection with this procurement made by the Authority (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it. Tenderers are expected to carry out their own checks for verification.

The only information which will have any legal effect and / or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and / or warranted in the Contract or other relevant agreements entered into at the same time as the Contract is entered into or becomes unconditional.

Subject always to the provisions of the preceding paragraph, Tenderers considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of this ITT shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.

The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of a Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Authority reserves the right to withdraw from the procurement at any time or to re-invite Responses on the same or any alternative basis.

Nothing in this ITT shall constitute legal, financial or tax advice. This ITT is not a recommendation by the Authority, nor any other person, to bid for, enter into or agree to enter into any contract in connection with this procurement, nor to acquire shares in the capital of any company that is to carry out any part of the service or in any parent company of that company. In considering any investment in the shares of any company or in bidding for the award of the service, each Tenderer, potential contractor, funder and investor should make its own independent assessment and seek its own professional financial, taxation, insurance and legal advice and conduct its own investigations into

the opportunity of being awarded a contract in relation to this procurement and of the legal, financial, taxation and other consequences of entering into contractual arrangements in connection with this the procurement.

This ITT and the Information is confidential.

This ITT is subject to copyright. Neither this ITT, nor the Information, nor any other information supplied in connection with it, may, except with the prior written consent of the Authority, be published, reproduced, copied, distributed or disclosed to any person, nor used for any purpose other than consideration by each Tenderer of whether or not to submit a Response.

The Authority reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and Information contained in this ITT as it shall in its absolute discretion think fit.

The Authority will not be responsible for the costs or expenses of any Tenderer in relation to any matter referred to in this ITT howsoever incurred, including the evaluation of the service opportunity, the award, or any proposal for the award of the contract or negotiation of the associated contractual agreements.

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to and acceptance of the terms set out in this Important Notice.

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SECTION 1: TENDER PARTICULARS

GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix B: Authority's Conditions of Contract) have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Authority”	Natural England
“Bravo”	the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	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.
“FOIA”	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.
“Information”	means the information contained in the ITT 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 [<i>insert name of lot</i>] procurement.
“ITT”	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
“Tender”	a formal tender in response to this ITT.
“Tenderer”	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	the timetable set out in Part 2 of this Section.

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

PART 1: GENERAL

- 1.1 The Environment Act, [Clause 110](#) bestows a Protected Sites Strategies power with Natural England. The purpose of the Protected Sites Strategies is defined in 10 (1) as:

Natural England may prepare and publish a strategy for— (a) improving the conservation and management of a protected site, and (b) managing the impact of plans, projects or other activities (wherever undertaken) on the conservation and management of the protected site.

Natural England's Resilient Landscapes and Seas Board endorsed a Board paper in June 2021 which described how Natural England will pilot the deployment of Protected Sites Strategies as follows:

Natural England will consider deployment of this new PSS mechanism where local evidence highlights that a site is being impacted by a range of offsite issues and that it is felt collaborative stakeholder support would effectively tackle those issues and drive positive solutions.

Five Protected Sites Strategy pilots are currently being selected to test the full potential for the Protected Sites Strategies mechanism to enable collaborative stakeholder support that effectively tackles issues and drives positive solution.

This project will construct five Theories of Change using a [realist](#) process, impact and economic [evaluation](#), one for each of the five local Protected Sites Strategy pilots. The second phase of the project will involve the construction of five evaluation frameworks, one for each of the pilots. The findings of the evaluation frameworks will help inform how each of the pilots can best be further progressed and help formulate the statutory guidance for Protected Sites Strategies. The insights from the Evaluation will enable roll out of the Protected Sites Strategies mechanisms to address a wide range of offsite issues where collaborative stakeholder support is required to achieve solutions that establish long-term resilience through collaborative commitments.

- 1.2 This procurement is **NOT** being carried out in accordance with the FTS Regulations because it is Research and Development. However, the Authority will conduct the procedure fairly, openly and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.

- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Tender;
 - award criteria and evaluation criteria which will be used to assess the Tenders; and
 - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause **Error! Reference source not found..**
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

2.1 The Timetable below is subject to change by the Authority and Tenderers will be informed accordingly.

Procurement Activity	Anticipated Date	
Publish Contract Finder Notice and Bidder Pack (ITT)	07/02/2022	
Clarification deadline	Date	Time
	25/02/2022	12:00
Bidder Pack / ITT response date	Date	Time
	08/03/2022	12:00
Technical Evaluation	08/03/2022 – 11/03/2022	
Moderation Meeting	14/03/2022	
Approval of Contract Award Report	21/03/2022	
Issue decision letters to Bidders issued	25/03/2022	
Contract Start Date	04/04/2022	
Publish Contract Award Notice and Redacted Contract	04/05/2022	
Duration of Contract	04/04/2022 – 31/07/2025 (3 years)	
Possible Extension Period	12 months	

PART 3: COMPLETION OF TENDER

3.1 By submitting a Tender, Tenderers agree:

- to be bound by the ITT; and
- that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.

3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for Tenders.

3.3 **Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through Bravo.**

Submission of Tenders

3.4 Tenderers must complete all parts of the Tender form in Bravo in accordance with the instructions therein.

3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Tender in accordance with the instructions in Bravo.

3.6 The Tender and any documents accompanying it must be in English.

3.7 Prices must be submitted in £ Sterling exclusive of VAT.

3.8 Tenders will be checked for completeness and compliance with the requirements of the ITT and only compliant Tenders will be evaluated.

3.9 Tenderers must be explicit and comprehensive in their Tender as this will be the single source of information used to score and rank Tenders. The Authority will take into account only information which is specifically asked for in the ITT.

3.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.

- 3.11 Failure to provide the information required or supply documents referred to in the Tender within the deadline for Tenders may result in rejection of the Tender.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Tender. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Tender but should answer each question so that it forms a stand-alone response. This may mean Tenderers need to repeat certain information in response to different questions if this is required by those questions.

Clarifications sought by Tenderers

- 3.14 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.15 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.16 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive; and/or
 - all Tenderers may benefit from its disclosure,

the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.

- 3.17 The Authority may not respond to a request for clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Tenders

- 3.18 Tenderers may modify their Tenders prior to the deadline for Tenders. No Tenders may be modified after the deadline for Tenders.
- 3.19 Tenderers may withdraw their Tenders at any time by submitting a notice via Bravo. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Tenders.

Receipt of Tenders

- 3.20 Tenders must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Tenders. The Authority will not consider Tenders received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of any change.
- 3.21 If a Tenderer experiences problems when uploading its Tender, it should contact the Bravo helpdesk for assistance and also inform the Authority.

Acceptance of Tenders

- 3.22 By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award any contract.

Costs of Tendering

- 3.23 Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tenders, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Tenders, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

- 3.24 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond adequately may result in the Tender being rejected.

- 3.25 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

Confidentiality of the ITT and related documents

- 3.26 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.27 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.28 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.29 All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.30 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its

Tender. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators:

- 3.31 When providing details of contracts as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.32 The Authority may contact any named customer contact given as a reference or otherwise referred to as part of a Tender (and including any contacts or references given as part of the Tenderer's PQQ response). The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.33 Subject to clauses 3.35 to 3.39 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.34 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.30 and 3.35 to 3.39.

Commercially sensitive information and Freedom of Information

- 3.35 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.36 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify such information as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.

- 3.37 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.38 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.29 and 3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.39 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

- 3.40 Whilst the information in the ITT and supporting documents have been prepared in good faith the Authority does not warrant that it is comprehensive or that it has been independently verified.
- 3.41 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
 - accepts any liability for the information contained in the ITT or in any other written or oral communication transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
 - shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

- 3.42 Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

Canvassing

- 3.43 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.
- 3.44 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

- 3.45 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.46 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Tender being rejected.

- 3.47 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

Changes to a Tenderer's Circumstances

3.48 The Authority may:

- reject a Tender if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority's evaluation of the Tender;
- revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderer's circumstances; or
- at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Tender and in the absence of such certificate, reject the Tender.

Sub-Contracting

3.49 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Tender should be given in respect of the prime contractor and a separate appendix should be used to provide details of the proposed bidding model that includes:

- members of the supply chain;
- the percentage of work being delivered by each sub-contractor; and
- the key contract deliverables each sub-contractor will be responsible for

3.50 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Tenderers should note that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Tender, the Tenderer should inform the Authority immediately via Bravo. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

3.51 Prices must be submitted in £ Sterling exclusive of VAT.

- 3.52 The Contract is to be awarded as a fixed price for Phase 1, Phase 2 and Phase 3 which will be paid according to the deliverables stated in the Specification of Requirements.
- 3.53 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any tender.

Notification of Award and Standstill

- 3.54 The Authority will notify successful and unsuccessful Tenderers of its decision.

TUPE (Not Applicable)

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement. Tenderers should note that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website <https://www.gov.uk/contracts-finder>. In some circumstances, limited redactions may be made to some contracts before they are published.

PART 5: ARMED FORCES COVENANT (Not Applicable)

- 5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 5.2 The Covenant's 2 principles are that:
- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

5.3 Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided in Appendix D.

5.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

5.5 Paragraphs 5.1 – 5.4 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

SECTION 2: EVALUATION

Evaluation comprises the stages set out in the table below. More information on evaluation criteria is set out in Bravo.

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 Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection stages 2 – 6 Organisation and Contact Details	This stage is not scored but you will be eliminated from the procurement if the information is not provided in full.	Pass/Fail
Stage 3	Grounds for Mandatory Rejection	This stage is not scored but if you answer “Yes” to any of the questions the Authority will reject your Tender.	Pass/Fail.
Stage 4	Grounds for Discretionary Rejection	This stage is not scored but if you answer “Yes” to any of the questions the Authority may reject your Tender.	Pass/Fail.
Stage 5	Financial & Economic Standing	This stage is not scored but you may be eliminated from the procurement if the Authority believes your organisation does not have the financial resources to provide the goods/services required.	Pass/Fail
Stage 6	Past Performance	This stage is not scored but you may be eliminated from the procurement if the information is not provided in full or if your past performance has not been satisfactory.	Pass/Fail

Stage 7	Technical & Professional Ability Project Specific Requirements (Technical Questionnaire)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.	Scored E03 – E07 (See weighting criteria below)
Stage 8	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule.	Scored weighting 30%
Stage 9	Final score	<p>If you pass stages 1 to 6 your Tender will be evaluated in stages 7 to 8</p> <p>The final score is calculated as follows:</p> <p>Total Technical Quality Requirements will make up to a maximum of 70% of total score. (Stage 7)</p> <p>Total Price Requirements will make up to a maximum of 30% of total score. (Stage 8)</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>	

- 1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo 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 Bravo 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 Bravo. These are listed below in the Technical Evaluation Questions and Criteria for information purposes.
- 1.7 The method for scoring price can be found on Bravo.
- 1.8 The submissions against the Technical Quality questions E03 – E07 will be evaluated 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 a Tenderer receives a 'Fail' in either question E01 or E02 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 (E03-E07); the Authority may choose to reject the Tender.

The commercial evaluation will be based on a total price and bidders will be required to provide a full price breakdown of each work package, per year and matched against milestones.

The Authority is keen to receive tenders that are value for money. The project is for a fixed cost. Cost should reflect the scope and quality of the work. Competitive day rates for staff based on grades; and number of days should be provided; including a detailed breakdown for equipment, consumables;

overheads and travel costs. In summing up the price; bidders should focus on methods and approaches that are suited to the requirements set out in the specification.

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.

Commercial Pricing Breakdown applicable to this ITT is on Bravo. 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 terms and conditions of contract. 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

Tenderers should not include commercial values in their technical responses; all price information should be submitted in the commercial section only.

Commercial Evaluation (30%)

Please complete the pricing schedule, providing prices excluding VAT. Detail any risks and assumptions made and what has been included in the prices. All expenses should be listed separately and included in the overall amount for your tender. Please indicate if VAT will apply to your services and at what rate. Applications are welcomed from individual organisations or from consortia.

Tenderers are 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.

The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 30\% \text{ (Maximum available marks)}$$

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:

$$\begin{aligned}\text{Tenderer A Score} &= £3000/£3000 \times 30\% \text{ (Maximum available marks)} = 30\% \\ \text{Tenderer B Score} &= £3000/£5000 \times 30\% \text{ (Maximum available marks)} = 18\% \\ \text{Tenderer C Score} &= £3000/£6000 \times 30\% \text{ (Maximum available marks)} = 15\%\end{aligned}$$

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Natural England's requirements.

Term	Definition
CEF	Complexity Evaluation Framework
DWPP	Diffuse Water Pollution Plan
EA	Environment Agency
ELM	Environmental Land Management
LNRS	Local Nature Recovery Strategies
LPAs	Local Planning Authorities
LPA	Local Planning Authority
NE	Natural England
PSS	Protected Sites Strategies

1. Background

1.1. Summary

- 1.1.1. Protected Sites Strategies are an important element of the Government's ambition to deliver a better Environment within a generation, as set out in the [25 Year Environment Plan](#) (25YEP). They are a Statutory power in the Environment Act for Natural England to bring together key stakeholders to make long-term collaborative commitments that address impacts on the species, habitats and geophysical interest of Protected Sites. To test the full potential for Protected Sites Strategies mechanisms and inform the statutory guidance for Protected Sites Strategies, Natural England are running 5 local pilots from early 2022. Each pilot will require the formation of a theory of change and development of an evaluation framework. Natural England (NE) is looking for a supplier to develop a Theory of Change for the first two pilots by April 2022. There is an option within the contract, depending on the quality of the delivery of the first phase, to develop the remaining three pilots Theory of Change and Evaluation Frameworks for each of the 5 pilots by September 2022 and a further option to carry out further Evaluation of Impact on the pilot Protected Sites Strategies mechanisms to July 2024.
- 1.1.2. NE will consider the proposals and recommendations put forward in each of the Phases. However, there will be no obligation to undertake any further evaluation beyond Phase 1 of the contract. Hence there will be a break clause after competition of each Phase

1.2. Background to Natural England

- 1.2.1. Natural England is the government's advisor on the natural environment. It provides practical advice, grounded in science, on how best to safeguard England's natural wealth for the benefit of everyone. NE's remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is NE's responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy.
- 1.2.2. Protected Sites Strategies are a new statutory power for Natural England within the Environment Act 2021. They have the potential to become an important tool to help NE deliver the government's commitment to Nature recovery within the 25 Year Environment Plan through collaborative action that addresses issues preventing rebuilding of ecosystem functioning on Protected Sites and the landscapes in which they are located.

1.3. Policy Background

- 1.3.1. The Protected Sites Strategies are a key tool for The Authority's ambition to deliver a better Environment within a generation, as set out in the 25 Year Environment Plan (25YEP). The purpose of Protected Sites Strategies is to become an important tool to reverse declines in the species and habitats of Protected Sites.
- 1.3.2. Protected Sites on both land and sea are being negatively impacted by a range of issues including nutrient imbalances leading to eutrophication, coastal squeeze, over grazing by domestic and wild herbivores, recreational disturbance, sediment deposition and management neglect. Carefully designed collaborative solutions can address issues in ways that bring significant socio-economic benefits as well as environmental improvements.
- 1.3.3. For example, Suitable Alternative Natural Greenspaces bring health benefits for dog walkers and other visitors as well as respite for populations of birds that are sensitive to recreational disturbance. Additionally, reducing grazing pressure through regenerative farming practices and optimal management of wild herbivore populations can yield high quality food sources as well as healthy woodland functioning. There are a growing number of examples of strategic solutions that address similar issues in the short to medium term, now accompanied by a universal framework for agreeing a common vision for nature recovery in a given area through the new Local Nature Recovery Strategies in the Environment Act. However, there remains a need for a consistent mechanism to win long term commitments and investment that will address the underlying causes of these impacts. This is the gap that Protected Sites Strategies will inhabit.
- 1.3.4. The new Protected Sites Strategies power in the Environment Act equips Natural England with the ability to build effective collaborative frameworks that address complex environmental issues while maximising local benefits, through systems and land use changes. The concept is broad and includes any approach to mitigation or compensation which is wider than an individual project.
- 1.3.5. The Environment Act provides the legal foundation for these Strategies by specifying Natural England may prepare and publish a Strategy to improve the conservation and

management of a protected site. It also establishes a duty on Local Planning Authorities (LPAs) and other public bodies to support the development of these strategies which should bolster delivery. LPAs and other public authorities will also be required to have regard to these schemes when carrying out planning or other relevant functions. The approach is informed by successful existing Strategic Solution schemes such as the South Humber Gateway Project and in the Thames Basin Heath suitable alternative natural green spaces (SANGS) and also by examples of long term strategic collaborative initiatives such as the Black Country Geosphere. The Evaluation will also be guided by a rapid Evidence review of collaborative mechanisms in the UK and overseas which will have an interim report completed by 31st of March 2023 with further phases of insight gathering through the Evidence review throughout the life of the pilots.

1.4. Monitoring and Evaluation

- 1.4.1. Monitoring and evaluation have a central role in the development of the Protected Sites Strategies mechanism. The Authority recognises evaluation as essential in providing the evidence required for stakeholders to commit to long term collaborations that address impacts on Protected Sites. While Natural England can ask any stakeholder to make commitments through a Protected Sites Strategy mechanism, without compelling evidence that the mechanism will work, and also meet Stakeholders' own duties and objectives there will be little or no incentive for Stakeholders to agree to contribute to a Protected Site Strategy. Evaluation will inform policy leads on delivery of this new and innovative statutory power, informing adaptive management of the Protected Sites Strategies pilots as well as providing learning and influencing for other Natural England and wider Defra group programmes, and demonstrate accountability.
- 1.4.2. The first two to three pilots will commence in March 2022 with the second two pilots commencing in May of 2022. This approach will maximise the ability for pilot design to be modified for the second wave with early insights from both the first wave of pilots, the conclusion of the rapid Evidence Review and the construction of a Theory of Change for each pilot from this contract.

The pilots will include:

- Stakeholder engagement and communication.
- Formation or widening the scope of collaborative partnerships of key stakeholders that commit to a minimum of 5 years of endeavour.
- Monitoring and evaluation

2. Project Aim

- 2.1. The aim of the PSS pilots is to test how PSS mechanisms can address impacts on Protected Sites and associated wildlife habitats, species and geophysical interest through engagement of a range of local key stakeholders and formation of collaborative partnerships with effective long-term commitments from signatories. The Pilots will require key stakeholders to commit to adopting nature-based solutions and other systems changes necessary to address impacts in the long term. The pilots

will be designed to maximise socio economic benefits as well as wider environmental benefits for key stakeholders.

- 2.2. Through this evaluation project, Natural England wishes to discover if a Protected Sites Strategy process, bringing together key stakeholders to commit to address underlying and often complex issues in the long term, is a cost-effective approach to addressing impacts on Protected Sites and helping to achieve our wider habitat and species objectives.

3. Evaluation Requirements

3.1. Overview:

The successful contractor will need to:

- a. Produce a theory of change for each pilot
- b. Develop an evaluation framework for the five Protected Sites Strategies pilots, including process, impact and VfM evaluation, including clear recommendations on the best evaluation design, the necessary data collection and the timelines for evaluation activities.
- c. Undertake the evaluation of the five Protected Sites Strategies pilots.

- 3.2. *The process evaluation strands for the Protected Sites Strategies pilots are likely to seek to:*

- i. understand and evidence what works in terms of how the Protected Sites Strategy/process/rules, and supporting systems analysis stakeholder engagement activities, are designed and delivered*
- ii. highlight positive and negative outcomes and risks as the pilots proceed.*
- iii. explore how effectively Protected Sites Strategies mechanisms work for national and local partners*

- 3.3. The impact evaluation strand for the pilots will focus on:

- a. evaluating the effectiveness of the pilots at addressing the main environmental impacts which are causing the relevant Protected Site(s) in each of the five pilots to fall into unfavourable condition (e.g. eutrophication by nitrogen or phosphorous, recreational pressure, neglect, over grazing)
- b. Assessing the wider environmental and socio-economic benefits (e.g. carbon sequestration, public access to nature, facilitation of housing development, resurgence of low impact profitable and productive agriculture, horticulture and forestry, benefits to health and well-being through well managed accessible natural greenspaces) and any other impacts.

- c. identifying and measuring the extent to which the pilots realise, and/or are projected to realise, reduction of negative impacts and increase of positive impacts including value for money (VFM)
- d. make recommendations as to how NE can increase the efficiency and effectiveness of future Protected Sites Strategies.
- e. Informing the key components of the Protected Sites Strategies statutory guidance NE are drafting so that the guidance has maximum impact with stakeholder willingness to engage and commit to Protected Sites Strategies. This will require an iterative process in which the contractor will make recommendations based on their knowledge and insight of the challenges posed by each pilot. Natural England will draft the outline components. The contractor will test the outline components of the guidance with key stakeholders and provide further recommendations to Natural England to refine the components of the guidance and work up the detail of the guidance.

3.4. **Undertake an assessment to capture learnings from existing collaborative partnerships that are seeking to address the underlying causes of impacts on Protected Sites Strategies.** The Assessment will include a minimum of one existing collaborative partnership for each of the five pilots and will be comprised of report analysis and semi-structured interviews of key stakeholders that have participated in the collaborative partnership. It is estimated that there will be at least 6 key stakeholders engaged with each collaborative partnership and as many as 12 key stakeholders per partnership to be assessed.

3.5. These evaluation activities will inform:

- On-going delivery of the Protected Sites Strategies Pilots.
- Key related programmes/policies such as Environmental Land Management, Diffuse Water Pollution Plans, Biodiversity Net Gain, Green Finance interventions,
- Local Nature Recovery Strategies, Suitable Alternative Natural Greenspaces.
- Future natural environment investment programmes and sector engagement

Bidders should consider the project risk register in developing their proposals.

4. **Detailed Requirements:**

- 4.1. The construction of theories of change, evaluation frameworks and evaluation of each pilot for this project needs to assess progress and produce learning in relation to the project **investment objectives** and the activities and outputs identified in the **logic model** (see Annex A).
- 4.2. At the outset, the contractor will develop the initial theories of change to map out the logic of how the pilots intend to meet their overall aims and demonstrate the policy mechanism and assumptions. This will provide a robust basis for co-developing clear and comprehensive evaluation frameworks with delivery teams, ensuring the evaluations are embedded into service delivery.
- 4.3. The governance structure set up by the authority will support the contractor in conducting monitoring and evaluation activities, recognising that this is a key part of the project. The budget includes dedicated funding to support evaluation.

- 4.4. Table 1 below shows a draft list of potential metrics for impact and process evaluation along with indicative information sources (the contractor will need to collect data from a range of sources); the final list of metrics will be developed with the chosen M&E contractor. The indicators will be refined with the successful contractor, ensuring that the final list reflects the rationale for the project and our SMART¹ objectives (see Annex C), enabling a comprehensive post evaluation of the project.
- 4.5. The timeframe for the completion of the two phases of this Evaluation will be a key constraint and consideration in developing the detail of the M&E approach as a further M&E contract phase will be able to evaluate impacts/benefits that are realised by each of the pilots.

Table 1: Draft list of potential metrics for impact and process evaluation

Indicator	Potential data sources
Impact indicators for Protected Sites Strategies pilots:	
Number and size of mitigation sites (additional Priority Habitat secured)	Data captured through firm commitments from key stakeholders in pilots.
Scale of Key Stakeholder Commitments in terms of predicted percentage of impact being addressed and over what time period	Data captured through legally binding commitments from Key Stakeholders
Proportion of impact minimised Proportion of excess of a nutrient removed. Number of wild or domestic herbivores causing overgrazing impacts removed, reduction of recreational disturbances. Increase in proactive impact following a period of neglect.	Data captured through proven assessment methods for particular impacts
Reduction in Impact predicted through the pilots as defined by area of Protected Sites habitat moved to favourable condition, population of a species on a Protected Site increasing following a decline.	Using available credible models.
Cost/value for money (VFM) of mitigation delivered	Using cost data from the pilots and comparing to data on costs of alternative mechanisms to address the impacts to enable assessment of VFM. The assessment of likely costs to address issues through the Site Improvement Plans process in 2015 will be made available to the contractor to set a baseline of estimated costs through alternative mechanisms for all pilots.
Health and Well-being benefits	Data captured on improvements in Health and well-being for general public.
Wider environmental benefits anticipated to result from sites secured (e.g. biodiversity gains, carbon sequestration)	Expert analysis of sites secured and adoption of Nature Based Solutions made drawing on opportunity

¹ Specific, Measurable, Achievable, Relevant and Time constrained.

	mapping/modelling, and quantification of benefits where feasible
Value of pilots in helping developers and other private sector stakeholders demonstrate the environmental benefits of their contributions to the pilots and public bodies to demonstrate the environmental benefits facilitated through the Protected Sites Strategies mechanisms.	Interviews with key stakeholders.
Pilot provides useful lesson learning for Protected Sites Strategies statutory guidance, development of ELM, wider market-based solutions work and for how the land-based economy as well as housing and development can be built in a way that protects and where possible enhances Protected Sites and species and habitats they are notified to protect.	Engagement with Defra Project Speed and Green Finance teams, Natural England and other Defra group Arms- Length Bodies together with Local Planning authorities and other key stakeholders.
Process indicators for the Protected Sites Strategy pilots governance:	
Scale of commitments from key stakeholders through the pilots	Data captured through pilots
Feedback on pilot process/rules from key stakeholders on what works and doesn't work effectively	Surveys and interviews, including online surveys
Feedback from LPAs and other key stakeholders on benefits and disbenefits of pilot process/rules, including legal agreements	Surveys and interviews
Process indicators for engagement activities including rapid user research phase:	
Number of different types of stakeholders engaged (e.g. landowners, developers, food and fibre companies, Green Finance investment companies, water companies, LPAs)	Surveys and interviews, including online survey via platform
Engagement activities provide useful data/insights to inform pilot and process design	Interviews with NE/Defra Protected Sites Strategies pilots/process design team and EA and NE.
Feedback on engagement process	Surveys and interviews with Stakeholders

5. Evaluation questions:

- 5.1. The following evaluation questions are a suggested starting point based on the logic model in the business case and recognised evidence needs.
- 5.2. Key questions the evaluation of the pilot project will seek to address will include:
 - i. Did the project achieve the investment objectives?

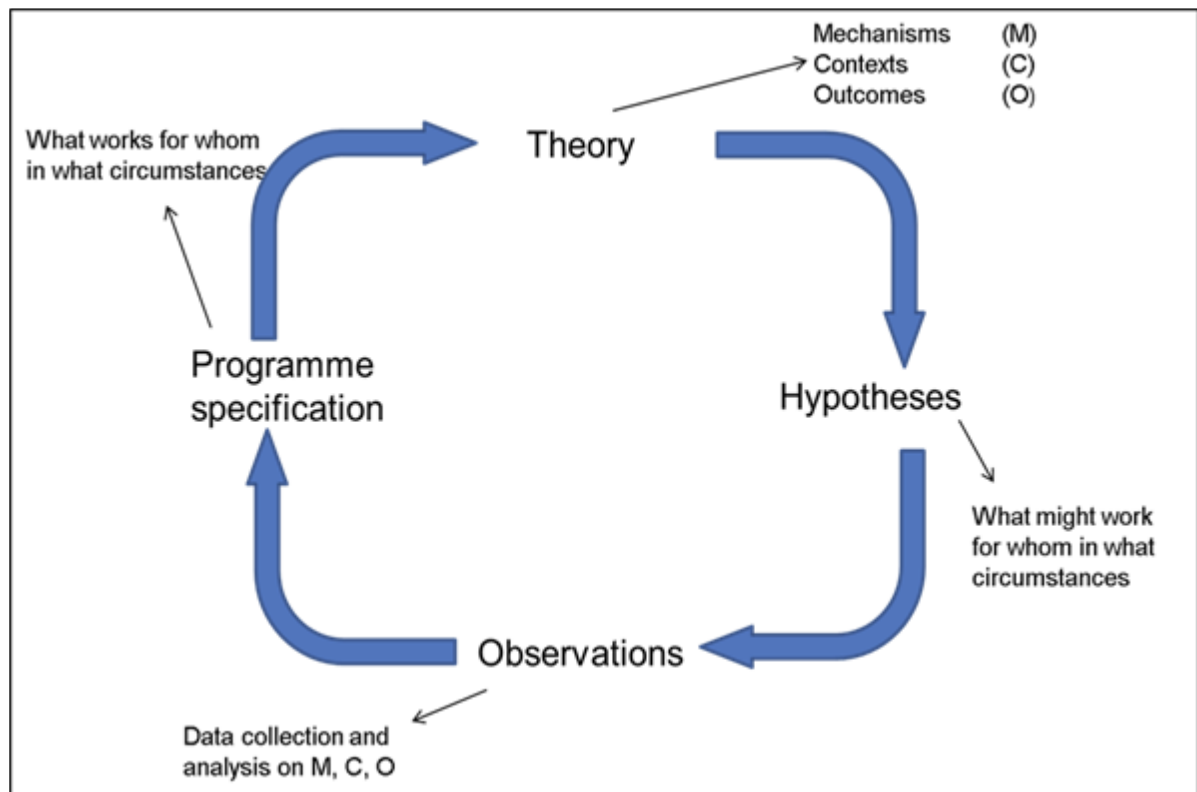
- ii. Can a Protected Sites Strategy mechanism be effective for securing affordable, future-proofed nature-based mitigation measures that address impacts on Protected Sites in the long term while unlocking economic growth including housing delivery?
 - iii. What are the anticipated environmental impacts of the pilots, based on projections?
 - iv. Are there any emerging, unanticipated impacts (environmental, social, economic) from this approach?
 - v. What worked well, in what circumstances, and why? What worked less well and why?
 - vi. What key lessons can be learned for future implementation of Protected Sites Strategies mechanisms?
 - vii. What key lessons can be learned for addressing similar challenges in other parts of England through deployment of the Protected Sites Strategies mechanisms?
- 5.3. Examples of some of the more detailed process questions the evaluation should seek to address are outlined below:
- i. How effective was the Protected Sites Strategies pilot process in securing interest from key stakeholders? i.e. food companies, water companies, bioenergy companies that are inadvertently fuelling nutrient imbalances impacting Protected Sites. What is the profile of stakeholders engaged?
 - ii. Why did those stakeholders that participated engage? What did stakeholders see as the the challenges and opportunities including for example level of assurance required, guidance and realisation of direct benefits to their duties/purpose?
 - iii. How is the governance and delivery model working i.e. oversight from Natural England and delivery through LPA convened collaborative partnership private sector platform provider? What is the experience of delivery?
 - iv. What habitat creation and Nature Based Solutions would use of the Protected Sites Strategies process in a given pilot be most likely to incentivise at what scale and at what cost?
 - v. What learning can be extracted from effectively incentivising nature based solutions in priority locations (where wider benefits for people and/or nature will be maximised)?
 - vi. What learning can we extracted on the feasibility of setting criteria that give priority to certain land based enterprises and development schemes or locations e.g. schemes by SME businesses or those that will bring about the most effective systemic change to address the root cause of impacts and support growth?
 - vii. What opportunities and burdens does this process place on different stakeholders?

A final list of evaluation questions for both the Protected Sites Strategy pilots evaluation and the evaluation of related existing collaborative projects will be agreed with the selected contractor.

6. EVALUATION APPROACH

- 6.1. The proposed method is to use a realist approach to undertake a process and impact evaluation (including assessing affordability/value for money) to understand what works, for whom, and in what circumstance. The evaluation will be framed around the use of “context + mechanism = outcome” (CMO) configurations (Figure 1). In this case, the mechanism is the combination of trading platform pilot and emerging market-based mitigation schemes, and an individual’s response to them. The outcome being proof of concept of the Protected Sites Strategies mechanisms.

Figure 1: Realist evaluation cycle (HM Treasury, 2020)



- 6.2. Theories of change, evaluation frameworks and subsequent evaluations of the Protected Sites Strategies mechanisms will need to be well integrated into project delivery, through sharing with the project steering group emerging thinking on the theories of change for each pilot which complements insights from theories of change for the other four pilots, designing evaluation frameworks so they complement each other and related collaborative mechanism under development and subsequent evaluation findings (at minimum through reporting emerging findings on a three monthly basis), ensuring that findings are embedded into the mechanisms as they are developed, informing delivery in an iterative manner.
- 6.3. Findings will also be shared with complementary policy initiatives, such as the development of the national roll out of the Local Nature Recovery Strategies (LNRS), Environmental Land Management scheme (ELM) and wider work by Natural England on collaborative mechanism that help restore ecosystem functioning.

- 6.4. The evaluation approach will be developed alongside and as part of delivery, in order to iteratively inform the work and expand the evidence base. It is anticipated that the evaluations for each pilot will adopt a theory-based approach, such as a realist approach, focussing on understanding what activities and circumstances lead to the outcomes and impacts achieved, to support the transferability of the findings to other locations.
- 6.5. Tenderers are encouraged to propose theory-based approaches such as realist evaluation, in order to provide the learning desired. However, tenderers are welcome to propose alternative approaches, as long as they can evidence that they will effectively meet the needs of the project.

7. Methods

- 7.1. The approach to development of the theories of change and the subsequent evaluation frameworks should be informed by the [Magenta Book²](#) 2020 including the key principles around the requirement for scoping and designing an evaluation.
- 7.2. The theories of change and the evaluation frameworks should take into account the latest thinking and guidance on complexity-appropriate methods and designs as set out in the Magenta Book 2020 supplementary guidance on handling complexity in Policy Evaluation and the Defra Complexity Evaluation Framework (CEF).
- 7.3. To meet the evaluation aims, including the need to answer both process and impact evaluation questions, the successful contractor must take a mixed methods approach³. For example, during the development of each of the pilot's theory of change and evaluation framework the contractor could use a survey to gather quantitative data combined with open-ended questions to collect qualitative data. This would help assess and understand the problems key stakeholders have and how the Protected Sites Strategy could be used to help them.
- 7.4. Data collection is anticipated to include:
- a. Review of existing local pilot evidence from established initiatives (on nitrogen pollution pathways, dynamics, thresholds etc) to include the Solent Nutrient Trading Pilot, and evidence developed as part of the pilots (e.g. water quality modelling, and opportunity mapping)
 - b. Engagement with key stakeholders (developers, Local Planning Authorities (LPAs), land owners/managers). Estimate between 6 and 12 key stakeholders per pilot. Engagement with key stakeholders will involve semi structured video conference interviews – three to four per key stakeholder for the second phase of the contract– and facilitated on-line workshops. One per pilot for Phase 1 of the contract and one per pilot for Phase 2 of the contract. Estimate a further three per pilot for Phase 3 of the contract.

²https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879435/Magenta_Book_supplementary_guide_Realist_Evaluation.pdf

³ See HMT Magenta book for an overview of evaluation techniques.

- c. Review of type, scope and cost of legal agreements for commitments from each party and the likely costs and achievability of ongoing monitoring and enforcement of the commitments (including mitigation land) covered by these agreements by LPAs
- d. Analysis of data collected through the Protected Sites Strategy process (this will be designed to capture key information on users and their interest and commitment to the Protected Sites Strategy including numerical data on Green Finance to be invested, land to be made available to mitigate issues and investment in technologies and enterprises that will address the issues causing the impacts.
- e. Through interviews and access to collected data, evaluate and capture learning and environmental outcomes of nature based solutions already being implemented.

8. Programme of work

- 8.1. Specific deliverables will be required from the successful Tenderer during the course of this project.

The key deliverables for this contract will be:

1. Develop Theories of Change for each of five local Protected Sites Strategies pilots – *we anticipate this requiring 30% of contract of which half will be completed in Phase 1 of the contract.*
2. Depending on the quality of contractors' work on Phase 1 the contract will include a second phase involving the production of a comprehensive evaluation framework for each pilot that will enable the future evaluation of the pilot's delivery and impact. It is anticipated that the framework will look at shorter-term **process** and longer-term **impact** evaluations as well as explore **value for money** – *we anticipate Phase 2 requiring 75% of contract effort.*
3. *There is a further option to extend and expand the contract to cover a 24 month period of monitoring, data collection and evaluation for each of the five pilots= it is anticipated that Phase 3 will require a similar amount of contract effort to Phase 1 and Phase 2 but over a longer timeframe.*

- 8.2. Natural England envisages that the tasks will be delivered as separate activities, but with the potential for elements of the different tasks to be undertaken in parallel.
- 8.3. Below are detailed the key, deliverables and milestones within the project. Although Natural England is happy to consider proposed variations by Tenderers on this:

Project milestone	Detail	Date
Project inception meeting and agreement of methodology	Meeting to discuss the proposed approach to the project. The bidder should confirm that there will be availability to attend a project inception meeting during the week highlighted in the invitation to tender.	First week in March 2022 7 th March 2022 – 14 th March 2022
Deliverable 1 Project Plan	A project plan is required to be sent to the NE Project Officer, following the Inception Meeting. This will set out in detail the methodology to construct a theory of change for each pilot setting out key tasks, dependencies and project timeline. It should clarify any key decision points and when detailed input from the project steering group, is required.	1 week after the inception meeting 15 th March 2022
Deliverable 2 Interim Presentation and review of progress	An interim (ideally by video conference) presentation on methods, progress and issues to date. Agreed design principles for the Theories of Change and subsequent Evaluation Frameworks	Anticipated end of March '22 but will depend upon project plan.
Deliverable 3 Draft Report for Phase 1/Theories of Change for each of the first two pilots	Draft theories of changes for each pilot which should have a clear, evidence-led rationale behind their design and demonstrate how each pilot theory of change will be testing different complimentary aspects of Protected Sites Strategies mechanisms. Deliver online workshops/surveys for each pilot (or other methods) to discuss theories of change design.	By 31 st March 2022
Deliverable 4 Final Report for Phase 1/Theories of Change for each of the first two pilots	The Final Theories of Change will incorporate comments relating to the draft theories of change.	By 15 th April 2022
Deliverable 5 Draft Report for Phase 1/Theories of Change for first two pilots	Draft evaluation frameworks which should set out the proposed approaches to the evaluation of the Protected Site Strategies pilots Deliver online workshops/surveys for each pilot (or other methods) to discuss evaluation questions.	By 15 th July 2022

Deliverable 6 Final Report for Phase 2/Theories of change for remaining 3 pilots/Evaluation Frameworks for each of the five pilots	The Final Evaluation Frameworks will incorporate comments relating to the draft frameworks. They will include the following: <ul style="list-style-type: none"> • Updated theories of change • Confirmed evaluation principles and questions • Details on methods • A suite of proposed data requirements and indicators • Timelines for key evaluation milestones - • Proposals on resource requirements for implementation of evaluation Detailed learning and feedback proposals	By 1 st of September 2022
Deliverable 7	Draft Evaluations for each of the Five Pilots.	By 15 th of June 2024
Deliverable 8	Final Evaluations for each of the Five Pilots	By 1 st of July 2024

9. Reporting Requirements

- 9.1. The successful contractor will work closely with the project governance structure within Natural England and Defra to form part of and iteratively inform project delivery and management. This will include regular meetings with Natural England to share information, update on progress and review/sign off deliverables. More formally, evaluation findings will be reported at the end of Phase draft report and final report dates and shared with the Project Group and Project Board, so that findings are regularly disseminated and considered at both the strategic and delivery level.
- 9.2. The final reports for each Phase must make clear recommendations on how the theories of change, evaluation frameworks and evaluations can be further advanced in each of the pilot areas and comment upon transferability of the emerging Protected Sites Strategies mechanisms to other contexts. This will include recommendations or lessons learned in terms of how M&E of longer-term impacts and benefits realisation beyond the pilot project timescales could be taken forward, including by key stakeholders and local authorities to demonstrate the environmental benefits delivered by their contributions to the Protected Sites Strategy.

SECTION 4: PROJECT GOVERNANCE AND CONTRACT MANAGEMENT

Contractor Project Team

Bidders will be assessed to ensure the chosen supplier has all the appropriate skills and expertise to successfully carry out the project.

In particular, bidders should be able to:

- Demonstrate methodological expertise in meta or portfolio-level evaluation for complex programmes and an understanding of the context and challenges of undertaking evaluations for environmental initiatives.
- Demonstrate a track record in managing and successfully completing research of the type proposed, including references.
- Name the key members of the proposed team for delivering the programme of work.
- Outline the respective roles of all key members of the proposed team, their relevant experience and skills that will support the work and the expected amount of time they will dedicate to the project as a percentage (max 1 page per team member).
- Outline how any data collected will be processed in line with Data Protection Regulations 23.
- Any sub-contractors or associates who may be employed to undertake any sections of the research should be separately identified, along with their respective roles and how they will be managed. The main contractor will be responsible for the delivery of any sub-contractors.

Project governance and Contract Management

Bidders should identify individuals who will manage the research and nominate a representative for day-to-day contact with the NE Project Manager. We would recommend weekly 'stand-up' calls between the contact and the Project Manager to discuss the work programme and any potential issues.

Short progress reports at regular points throughout the contract will also be required. These should summarise progress in achieving objectives and the projected programme of work, identify problems encountered and propose any revisions to the work programme. The supplier will be expected to attend progress meetings as required (usually online).

The project will also report to, and be supported by, a steering group. Steering group meetings should link to key deliverables in the project plan and facilitate the reporting of progress by the supplier during the course of the project. Bidders should propose an appropriate schedule for steering group meetings linked to the project plan.

The supplier will be expected to provide a secretariat for progress and steering group meetings. Papers including progress reports should be submitted to the NE project manager at least two weeks before all progress and steering group meetings. The supplier should submit minutes of progress and steering group meetings to the NE project officer within two weeks of these meetings.

The reporting burden (in terms of both regularity and detail) should be proportionate to the scale of the project and the degree of risk involved with the project.

A Steering Group and Project Board have been established for the Protected Sites Strategies pilots Evaluation project by Natural England to direct the project and provide technical quality review. The project will be overseen by the Natural England Project Manager, working closely with the Steering Group. Clear reporting lines must be established by the successful contractor to report on performance at regular intervals to Natural England.

Role	Responsibility
Sponsor/Senior Responsible Officer	Deputy Director of Strategy and Government Advice, Natural England
Project Director	Principal Adviser, Protected Sites Programme Strategy, Natural England
Project Lead	Senior Adviser, Protected Sites Strategies, Natural England
Project Board	Drawn from Natural England, Defra and Key Stakeholder representatives

Natural England will act as the main point of contact for matters relating to the delivery of this contract. Appropriate escalation routes to senior managers to be included in the project bid to mitigate risk of delivery issues. The Authority will coordinate an internal Project Board to review the work and ensure it meets project objectives. Meetings have been incorporated into the Programme of work to discuss progress and to ensure timely support and data provision as required. The Project Delivery Group will monitor progress and provide advice, support and guidance on project scope, methodology, policy focus and research outputs. Tenderers should cost (half days) for up to 10 meetings, including travel time, preparation and producing outputs from the meetings. This will include an inception meeting and further meetings to coincide with key project outputs (e.g. as detailed in the deliverables). The meetings will usually be held over MS Teams (due to COVID-19), or in Natural England offices in Bristol

The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 5 and Section 6 below.

The Supplier 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. Tenderers should provide an assessment of risks and countermeasures in a risk management plan as part of their submission.

The Authority will also establish an evaluation steering group including Defra analysts to help steer this work.

Close contract management will be undertaken which will include regular reporting. Progress meetings will be held at pre-agreed intervals to ensure adherence to the project plan, and costs and risks will be carefully monitored.

Price, Fee schedule and Payments

The project will be let on a fixed price basis (excluding VAT). This is an all-inclusive price for the contract and, so long as the scope of the contract remains the same, it is not subject to any review, amendment, or alteration.

Bidders should provide a breakdown showing the allocation of resources across different components of the project by all key individual members of the proposed team.

Bidders should complete the pricing schedule (Appendix B) which will provide information on daily rates, overheads, and other related costs for carrying out the work.

Payments will be made by milestones. Proposals should include a suggested invoicing schedule based on milestones identified in the programme of work.

Quality

Bidders should demonstrate how they will ensure high quality is maintained in carrying out the project, including any formal internal quality control procedures.

Natural England requires the opportunity to comment on draft final reports. The appointed contractor will be responsible for ensuring both the quality of the work as well as the presentation of the material (e.g. proof reading, ensuring clear English). The draft final report will be peer-reviewed in line with Natural England's Quality Management Standard. Natural England will be responsible for arranging this.

Efficiencies and Continuous Improvement in Service Lifetime

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.

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.

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 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**	3p	3p
Bicycle	20p	20p

*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.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

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:
 - Contract Management
 - Delivery and Support
 - Quality of Service
- 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 monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports 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 have to be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.

The Authority reserves the right to amend the existing KPI's detailed in Section 5 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
KPI 1 – Project Deadlines	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline, or less than one day but later than the agreed time if a restricted timescale.	Meets expectations - All deliverables sent to the Authority on time
KPI 2 – Invoices	Invoices to be received within three (3) working days of the end of each month.	Invoices quote the correct PO, Contract number, the Authority Contact, and qualitative description of the work being done.	Invoices received by the Authority which contains inaccuracies and/or greater than 10 (ten) working days after the agreed deadline.	Invoices received by the Authority greater than 5 (five) working days after the end of the month, and/or contains some inaccuracies.	Meets expectations - All invoices received by the Authority on time and accurately reflect agreed work
	Invoices and associated deliverables should be clearly linked.	Invoices must be clearly itemised: specific milestones and deliverables should be explicitly listed.			

	Note partial payment for milestones is not permissible: only completed milestones and deliverables are chargeable.	Associated reports should be clearly and explicitly linked to invoices to help financial tracking.			
KPI 3 – Quality of Deliverable: Error Free	Deliverables are accurate and free of errors.	Deliverables reviewed by the Authority for accuracy.	A significant error is identified that results in published documents or National Statistics being amended by Defra. Or an error is identified that results in Government incurring financial damages or significant reputational harm.	An error is identified that does not result in published documents or National Statistics being amended	Meets expectations – No errors within deliverables
KPI 4 – Check point risk Assessment	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept up to date throughout the project. Evidence should be provided that risks are proactively managed.	Risk Assessment is not kept up to date and known risks are not communicated on the Risk Assessment	Risk Assessment is kept up to date but communication on the Risk Assessment is incomplete	Risk assessment is kept up to date and remains appropriate for use

KPI 5 – Monthly activity check-in with Authority	Contractor will give Authority monthly updates on project progression, any foreseen blockages or issues	Contractor will contact Authority at least monthly (email/phone/videocall) with relevant updates	Contractor goes more than 3 months without contacting Authority with relevant updates, OR without stating known future potential issues	Contractor goes more than 2 months without contacting Authority	Contractor contacts Authority at least monthly, stating project activities and any future potential issues
KPI 6 – Quality of Deliverable: Report QA	A credible QA development plan is in place with time bound deliverables to implement Defra Quality Assurance Guidelines for Reports. QA logs are implemented and accurately maintained for all Reports.	A credible and time bound plan to implement Defra QA Guidelines for Models is in place and adhered to. The guidelines are implemented within the lifetime of the Contract. QA logs are accurately maintained and annually updated.		Lack of a model QA development plan, a significant inaccuracy in the QA log or a failure to maintain the model to the required standard	Meets expectations

REQUIRED KNOWLEDGE AND EXPERTISE

The skills and experience required by the Contractor include, but is not limited to:

- Technical understanding of collaborative mechanisms for addressing environmental impacts in the long term through systems changes.
- Up to date knowledge of land-based economies, land use planning, policy and practice
- Digital or multimedia design skills
- GIS/mapping and modelling
- Technical experience of cost-benefit analysis, data management, workshop design and facilitation, evidence reviews, and realist evaluation approach
- Technical experience of designing and using logic models and other evaluation tools and techniques
- Technical understanding of how to measure progress in risk/resilience
- Project management skills to oversee the development and delivery of the project to time, cost and quality criteria
- Clear verbal and written communication for discussions with key project staff and stakeholders. Innovative and varied communication approaches are expected to ensure stakeholders are well engaged during delivery and are readily able to use and embed outputs.

The Contractor shall only use people in delivery of the work who are suitably experienced. We recognise the specialist nature of the skills required and we encourage due consideration to the best way of providing the necessary expertise. We accept proposals from well-balanced consortiums.

INFORMATION TO BE RETURNED

Your proposal should provide an appropriate level of detail and contain the following information:

- Proposed approach including details of your capability and capacity to undertake the project
- Completed cost proposal
- CVs of proposed members of team, including sub-contractors
- Demonstrate experience in stakeholder engagement
- Details of how you propose to manage the consortiums
- Details of your experience of carrying out similar contracts over the last 5 years
- Gantt chart (or similar) illustrating the programme of work. Where appropriate, this should include all key tasks, deliverables, and occasions where meetings with Natural England are envisaged
- Details of how you propose to maintain continuity of personnel
- A detailed table that identifies the number of person days allocated to each key task, their day rates and position held
- Details of any conflicts of interest

Alternative offers will be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements of the tender Documents.

AUDIENCE

The main audience for this research is Natural England, Defra, Local Planning Authorities, Key Stakeholders for Protected Sites Strategies.

APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

To be returned by **12:00 Hours (GMT) (UK time) on Tuesday 08/03/2022.**

Elizabeth James
Strategic Evidence Team
Department for Environment, Food and Rural Affairs
Procurement and Commercial Function
Nobel House
17 Smith Square
London, SW1P 3JR

TENDER FOR: Evaluation of Protected Sites Strategies Pilots

Tender Ref: ITT 9833

-
1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the services specified in the ITT and in accordance with the attached documents to the Authority commencing **04th March 2022** for the period specified in the ITT.
 - Tender Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
 - Pricing Schedule (Appendix C)
 - Staff Time in Days) Appendix D)
 - Examples Resilience Actions (Annex A)
 - Relevant Literature (to include Stage 1) (Annex 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 2009, the Contract may be executed electronically using the Authority's electronic tendering and contract management system;
 - 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. the 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. we have not 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
AUTHORITY'S CONDITIONS OF CONTRACT
Upload on Bravo

APPENDIX C

Technical Evaluation Questions and Criteria

If a Tenderer receives a 'Fail' in any of the questions E01 - E02 they will be eliminated from the procurement.

If a Tenderer scores 20 or less using the 'Scoring Criteria' in Section 2: Tender Evaluation (Paragraph 1.8); for any of the questions E03-E05 the Authority may choose to reject the Tender.

The technical evaluation will account for 70% of the total marks.

E01 Sustainability (Weighting - Pass/Fail)

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 impacts. Please discuss the methods that you will employ to demonstrate and monitor the effectiveness of your organisation's approach.

Evaluation Criteria:

Your response must:

- Demonstrate that there is a sustainable policy in-place.
- Provide evidence how you will reduce the environmental impacts of delivering this contract that may include the following;
- Using innovative sustainable tools, techniques and technologies
- The procedures and systems in place for communicating what needs to be done to improve sustainability to those engaged on this contract;
- Explain how you measure sustainability performance and be able to report to the Authority on progress if required.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing sustainability.

Please upload your response with filename 'Your Company Name_E01'. Your response must be no more than 2 side of A4, minimum font size 10. Your Sustainability Policy will be accepted in addition to this limit.

E02 Equality and Diversity Policy (Weighting - Pass/Fail)

The Authority is committed to promoting equality and diversity within its operations and service delivery. Please describe your organisation's commitment to equality and diversity and how you ensure that compliance with relevant legislation is achieved and maintained. Please describe how you will promote equality and diversity in relation to the delivery of this Contract. Please also provide a copy of your equality and diversity policy or an equivalent document.

Evaluation Criteria:

- Includes a copy of the Tenderer's equality and diversity policy or an equivalent document which shows their organisation's commitment to equality and diversity and confirms their compliance with relevant legislation.
- Describes how the Tenderer will promote equality and diversity in relation to the delivery of this Contract.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing equality and diversity.

Please upload your response with filename 'Your Company Name_E02'. Your response must be no more than 2 side of A4, minimum font size 10. Your Equality and Diversity Policy will be accepted in addition to this limit.

Questions E03 - E07 are scored as per the criteria outlined in Section 2: Tender Evaluation (Paragraph 1.8 above)

The Technical weighting of Bravo will be calculated at 100% of the total score available initially.

E03 is worth 10% of the technical score available

E04 is worth 15% of the technical score available

E05 is worth 40% of the technical score available

E06 is worth 25% of the technical score available

E07 is worth 10% of the technical score available

However, as the Technical weighting is worth 70%;

Tenderers should not include any commercial/pricing information in the responses to the technical questions.

All tenderers should be aware of the timescales set to deliver this requirement and only submit a response where they are fully confident of being able to deliver within these parameters.

Questions E03 – E07 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 a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response in respect of questions E03-E07 the Authority may choose to reject the Tender

The information received in your tender submission will be evaluated against the following weighting and scoring criteria:

E03 - Organisational Experience, Capability and Resources (Weighting: 10%)

Please describe your organisation's capability in delivering research projects that are relevant or comparable to this specification. Please include a list of up to 5 references to relevant publications and or projects that your organisation has managed within the last 5 years. Please describe any resources that you think are relevant to delivery of the project such as sampling capabilities and data handling.

Evaluation criteria

Higher marks will be awarded to submissions which demonstrate:

- Significant and relevant recent experience and capability of effectively delivering comparable projects to those required for delivering these Services.
- Overview of relevant resources selected to deliver the previous projects including, sample preparation facilities, analysis systems and possession of or access to appropriate analytical equipment and facilities and how these apply to the method chosen to deliver these Services.

Your response must be a maximum of 2 side of A4, font size 12. Please upload a document with the filename: "E03 - Your Company Name"

E04 - Understanding Project Objectives (Weighting: 15%)

Please provide an overview of your understanding of the project and the objectives of the research.

This section should demonstrate your understanding of the project, the key issues/challenges involved in carrying out the research and provide an overview of how your recommended approach and method will address the research questions posed. In this section you should describe your overall approach and how the elements of your proposed methodology link back to the research questions.

Evaluation Criteria

Higher marks will be awarded to submissions which demonstrate:

- An understanding of the rationale and context for the project.
- An awareness of the key issues and challenges in relation to carrying out the project and achieving the aims and objectives, and how these will be managed.
- Clearly show how your overall recommended approach will address each of the Tasks so that the research questions can be answered.

Your response must be a maximum of 2 sides of A4, font size 12 (including diagrams). Any responses exceeding 2 sides of A4 will not be evaluated beyond the last page. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: 'E04 Your Company Name'.

E05 - Approach and Methodology (Weighting: 40%)

Please detail the methodology to be adopted in order to meet the project aims and objectives. The Tenderer should set out in detail each element of the methodology and how this will be carried out, including the approach, design, analytical strategy and any related risks. The Tenderer should demonstrate their knowledge of relevant research approaches that could be used to and suggest an appropriate methodology that will deliver the full scope of requirements in the specification. Any input required from the Authority should be outlined, as well as the approach to dissemination of the findings.

Evaluation Criteria

Higher marks will be awarded to submissions which demonstrate:

- A clear approach to each of the Tasks.
- Understanding of the research and analytical methods to be used, data collection and analysis requirements.
- Understanding of how the methodological elements will link together and answer the research questions.

- Knowledge of relevant research approaches that will deliver the full scope of requirements.
- How each element of the specification of requirements (SoR) outlined in section 3 will be fulfilled, including data protection.
- An awareness of appropriate co-working and information dissemination activities to be undertaken with Defra.
- An awareness of risks associated with the methodological approach, including risk rating and proposed mitigation measures.
- The level of input and guidance that the successful supplier will require from the Authority.

Your response can be a maximum of 6 side(s) of A4, font size 12. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: 'E05 Your Company Name'.

E06 - Proposed Project Team (Weighting: 25%)

Please provide details of the proposed project team and team structure that you intend to use to deliver this project, including any sub-contractors and/or associates. CVs for key staff should be submitted to support your response (max 1 A4 side per CV).

In your response please include a table showing the staff days expected to be spent on the project per task, including both specialists and assistants.

Please identify the individual(s) who will have overall management responsibility for the research and/or identify the Project Director and nominate a representative for day-to-day contact with the Authority's Project Officer.

Evaluation Criteria

Higher marks will be awarded to submissions which demonstrate:

- Senior staff are putting sufficient time into the key phases of the project.
- The individuals who make up the proposed team have sufficient and relevant experience, influence/authority and capability to successfully deliver this project.
- The size and structure of the proposed project team is sufficient to ensure that adequate resources have been allocated for all of the required roles and responsibilities.
- The individuals who will fulfil key roles Project Director and Project Manager.
- The experience of the staff proposed is appropriate to the roles allocated.
- If there are proposals for consortium/sub-contracting arrangements, they are comprehensive and reasonable, and there are measures that are in place to effectively manage these arrangements throughout the Contract.
- Staff retention plans are in place to minimise turnover of key staff members.

Your response must be a maximum of 3 side(s) of A4 font size 12. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: 'E06 Your Company Name'.

E07 - Project Management (Weighting: 10%)

Please detail the adequacy of the proposed project management arrangements including day to day working for the project, the proposed timetable for the project, risk log and mitigation actions and Gantt chart.

Evaluation Criteria

Higher marks will be awarded to submissions which demonstrate

Your organisational approach to project management and how this is implemented.

- How you plan to keep the Authority informed of progress made and any difficulties encountered.
- How you plan deal with each of the risks associated with the methodological approach, including risk rating and proposed mitigation measures.
- A Gantt chart presenting timelines and inter-dependencies between work streams, particularly sequencing of work.

Your response must be a maximum of 2 side(s) of A4, font size 12 and 1 side A3, font size 10 for the Gantt chart. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: 'E07 Your Company Name'.

APPENDIX D
PRICING SCHEDULE
(Uploaded onto the Bravo Portal)

APPENDIX E

Commercially Sensitive Information (Attached)

Please re-produce and upload as an attachment on Bravo if applicable

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

APPENDIX F

Staff Time

(Uploaded onto the Bravo Portal)

Annex A: Investment objectives and logic model

Investment objectives

Protected Sites Strategies present a unique opportunity to bring about long-term local collaborative commitments that address complex impacts on the species and habitats of Protected Sites. The Investment Objectives for Protected Sites Strategies pilots are:

1. Develops Protected Sites Strategies mechanisms that address the underlying causes of impacts through both short and long-term collaborative commitments.
2. Ensures housing developments and other economic growth projects invest in the most effective mechanisms to address impacts on Protected Sites Strategies including Suitable Alternative Natural Greenspaces and adoption of Nature Based Solutions for land-based industries.
3. Simultaneously delivers wider benefits for the environment and society, in line with the Government's environmental objectives (e.g. natural flood risk management, climate change mitigation, biodiversity gains, nature recover networks, increased access to nature)
4. Includes ongoing monitoring and evaluation, helping demonstrate the environmental benefits of private sector key stakeholder commitments and local authorities along with other public bodies demonstrate the environmental benefits of growth and providing learning for development of policy, including ELM and wider Green Financial investment work
5. Is scalable and replicable in other parts of England (and potentially also places beyond) facing similar spatially specific challenges relating to impacts on Protected Sites.

Table B1: The Natural England's Protected Sites Strategies logic model

Inputs	<p>Approximately £15M funding for:</p> <ul style="list-style-type: none">• Defining how Protected Sites Strategies will bring about a step change in local collaborative endeavours that address major impacts on the species and habitats of Protected Sites in the long term.• Developing scalable mechanisms to address a range of issues including, but not exclusively nutrient pollution of air and water.• Dovetailing with and enhancing mitigation mechanisms known as Strategic Solutions that address impacts in the medium term.• Dovetailing with other Strategic Plans for Places including Local Nature Recovery Strategies.• Providing investable opportunities for Green Finance.• Enabling systems changes in land economies that accelerate the adoption of Nature Based Solutions.
Activities	<ul style="list-style-type: none">• Establishing pilots with key stakeholders that test and demonstrate how the status the Protected Sites Strategy power brings can help bring about robust long-term commitments which address impacts on the species and habitats of Protected Sites.

	<ul style="list-style-type: none"> • Evidence base work on i) system dynamics and what wider action is needed to improve the condition of protected sites, creating more 'environmental headroom' for development; ii) the efficacy, deliverability and cost effectiveness of the emerging Protected Sites Strategies mechanisms. • Opportunity mapping through analysis of SIPS data to identify where and what Protected Sites Strategies can be best deployed to address. • Creation of statutory guidance and accompanying decision tools (including digital tools for citizen science contributions), developed through iterative design and stakeholder engagement process, and learnings from three to five pilots and other related collaborative initiatives. • Ongoing M&E
Outputs	<ul style="list-style-type: none"> • An increased appetite from key stakeholders to enter into formal long term collaborative partnerships within the Protected Sites Strategies strategic framework that address impacts on the species and habitats of Protected Sites in the long-term. • Analysis of SIPs data identifies the main impacts that are best addressed through Protected Sites Strategies mechanisms and where the main hot spots for these impacts have been picked up through the SIPs process. • Statutory guidance and accompanying decision support tools and informal guidance further increase the interest in Protected Sites Strategies mechanisms enabling widespread and effective roll out of PSS. • A strengthened evidence base on what works and how Protected Sites Strategies can be used to address a diverse range of impacts on the species and habitats of Protected Sites. • Also identify how Protected Sites Strategies can align with and inform ELMS along with investments from Green Finance and dovetail with mitigation mechanisms and other Strategic Plans for Places.
Impact	<ul style="list-style-type: none"> • The enhanced understanding and interest in Protected Sites Strategies from key stakeholders will accelerate the formation and investment in long term collaborative partnerships that tackle impacts on the species and habitats of Protected Sites for the long-term. • Insights from SIPs data will guide the deployment of Protected Sites Strategies to address the most pressing issues head-on thus avoiding further deterioration in the species and habitats of Protected Sites. • Statutory guidance and decision support tools ensures that Protected Sites Strategies are built on solid foundations which will stand the test of time, addressing impacts once and for all through collaborative commitments including from local people

	<p>deploying citizen science to ensure impacts are robustly dealt with through the PSS framework.</p> <ul style="list-style-type: none"> • Legally robust Evidence that the PSS mechanism together with underpinning mitigation measures will address impacts in the long term. • Effective dovetailing of Protected Sites Strategies with mitigation mechanisms, all three levels of the new ELMs and other Shared Plans for Places that help address the biodiversity and climate change challenges.
Shared outcomes	<ul style="list-style-type: none"> • Roll out of Protected Sites Strategies will help prevent further stalling of housing growth and enable new housing schemes to be brought forward, whilst simultaneously delivering wider environmental and societal benefits (e.g. natural flood risk management, biodiversity gains, increased access to nature) that can contribute to delivery of Net Zero and Nature Recovery Networks • Wider application of Protected Sites Strategies will enable more rapid uptake of associated Strategic Solutions through stronger and better focussed collaborative effort by key stakeholders. Protected Sites Strategies will help accelerate the uptake of Nature Based Solutions and Green Finance investment above and beyond the off-setting of negative impacts to help bring about system change for the land based economy. • Protected Sites Strategies will help reduce overlap/duplication and increase synergies between mitigation solutions, ELMs, Green Finance and Shared Plans for Places. Thus increasing overall investment in environmental public goods and maximising value for money for the public purse.

Annex B: SMART Objectives

SMART Objectives – Protected Sites Strategies pilots project, February 2022
Headline objectives
1. To test formal mechanisms for local collaborative commitments to address impacts on the species and habitats of Protected Sites through five pilots and utilising the learnings from the pilots and other related initiatives to inform the development of statutory guidance for Protected Sites Strategies.
2. The Pilots will have informed the development of statutory guidance to be placed in the parliamentary library by September 2023 and built commitments from key stakeholders in each pilot area that will, collectively, address the impacts identified as having a deleterious effect on the species and habitats of the named Protected Sites
3. By September 2023 the project will have generated recommendations and stakeholder interest for ongoing implementation of this approach in each of the pilot areas and for application more widely in other areas of England where species and habitats of Protected Sites are being impacted by similar complex issues.
Operational objectives
4. Undertake rapid in-depth user research using webinars, surveys, interviews and/or small workshops (target of 40 interviews and 2-3 large surveys) to develop a comprehensive picture of key stakeholder needs for Protected Sites Strategies . This evidence will inform the design of the pilot projects by March 2022. A final report will summarise the methods used and a clear analysis of what opportunities and implications exist for the design of the pilots.
5. Run an Evidence Review to establish the Summary of early findings from in-depth evaluation effective governance models to achieve collaborative commitments and delivery that address complex impacts on species and habitats of Protected Sites. Run further phases of the Evidence Review to draw in further insights to inform both the pilots' delivery and the formation of statutory guidance.
6. Develop a process for deploying Protected Sites Strategies which dovetails with mitigation mechanisms, shared plans for places and other related plans and projects to provide maximum synergy and buy-in from key stakeholders through an iterative design and stakeholder engagement process by Spring 2024.