
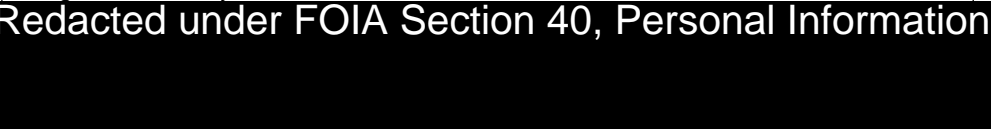
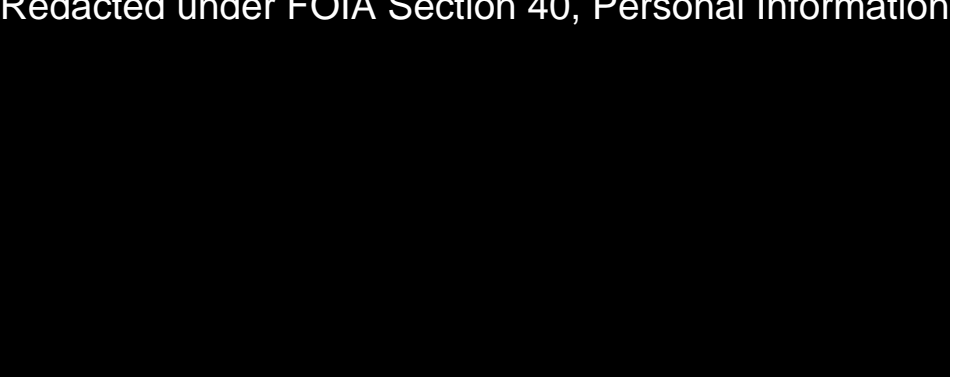
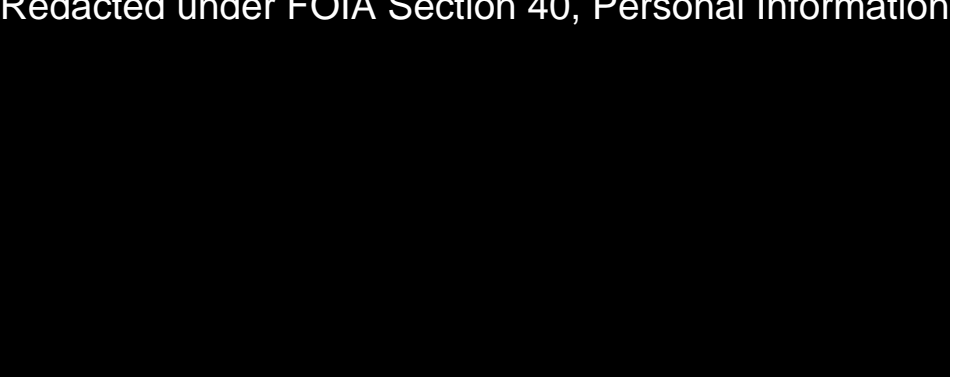
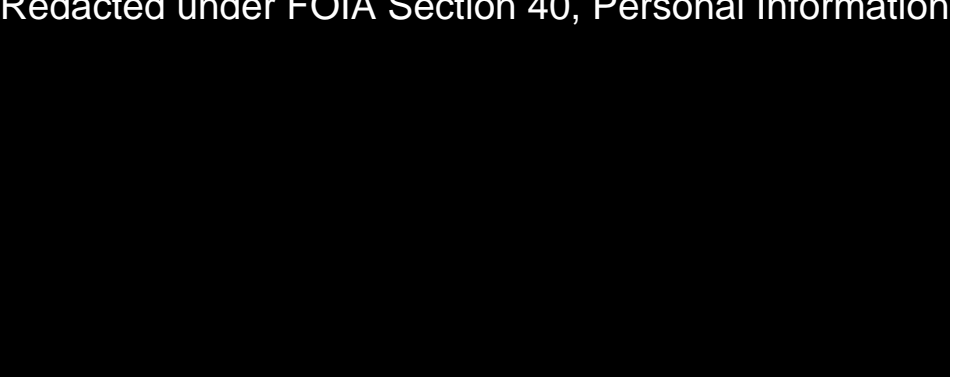
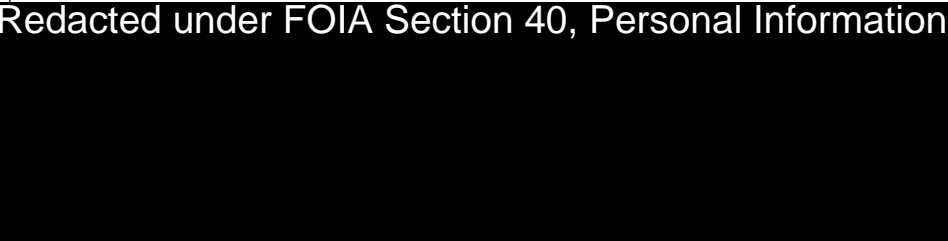
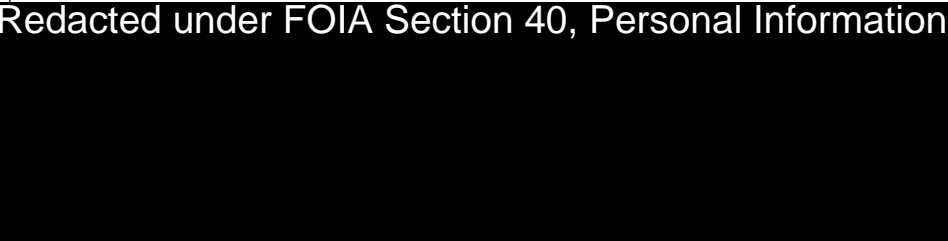
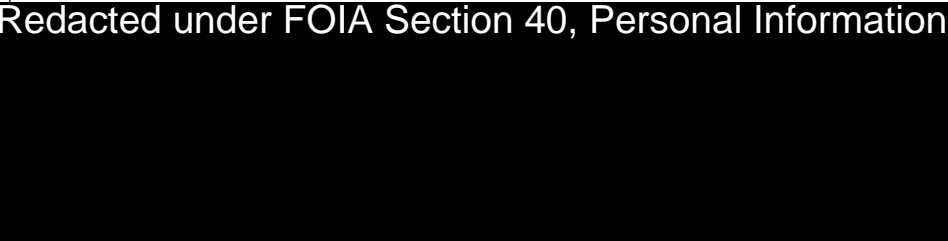




## Standard Contract for Goods and/or Services - Order Form

<b>1. Purchase Order Number</b>	Not known	
<b>2. Customer</b>	Redacted under FOIA Section 40, Person Natural England, Wayfaring House, Murley Moss, KENDAL, Cumbria LA9 7RL	
<b>3. Contractor(s)</b>	Cumbria Development Education Centre	
<b>4. Defra Group Members</b>	The following Defra Group members will receive the benefit of the Deliverables:  Natural England	
<b>5. The Agreement</b>	<p>This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"> <li>a) this Order;</li> <li>b) the terms and conditions at Appendix 1; and</li> <li>c) the remaining Appendices (if any) in equal order of precedence.</li> </ul>	
<b>6. Deliverables</b>	<b>Applicable Deliverables</b>	<b>Goods Only:</b> <input type="checkbox"/> <b>Services Only:</b> <input checked="" type="checkbox"/> <b>Good and Services:</b> <input type="checkbox"/>
	<b>Goods</b>	None
	<b>Services</b>	Specification - Appendix 2: Environmental learning activities for 4-11 years, with multiple sessions.
<b>7. Start Date</b>	16/01/2024	
<b>8. Expiry Date</b>	28/06/2024	
<b>9. Charges</b>	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.	
<b>10. Payment</b>	Payments will be made to Cumbria Development Education Centre (CDEC)  Payments will be made by the supplier on submission of a compliant invoice.	
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	A sum equal to £5,000,000	

12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 40, Personal Information 						
13. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 40, Personal Information 						
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.						
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> <li>The Contractor shall provide the Customer with progress reports every 7 weeks</li> </ul>						
16. Address for notices	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Customer:</b></td> <td style="width: 50%;"><b>Contractor:</b></td> </tr> <tr> <td colspan="2">           Redacted under FOIA Section 40, Personal Information   </td> </tr> </table>	<b>Customer:</b>	<b>Contractor:</b>	Redacted under FOIA Section 40, Personal Information 			
<b>Customer:</b>	<b>Contractor:</b>						
Redacted under FOIA Section 40, Personal Information 							
17. Key Personnel of the Contractor	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"><b>Key Personnel Role:</b></td> <td style="width: 33%;"><b>Key Personnel Name:</b></td> <td style="width: 33%;"><b>Contact Details:</b></td> </tr> <tr> <td colspan="3">           Redacted under FOIA Section 40, Personal Information   </td> </tr> </table>	<b>Key Personnel Role:</b>	<b>Key Personnel Name:</b>	<b>Contact Details:</b>	Redacted under FOIA Section 40, Personal Information 		
<b>Key Personnel Role:</b>	<b>Key Personnel Name:</b>	<b>Contact Details:</b>					
Redacted under FOIA Section 40, Personal Information 							
18. Procedures and Policies	For the purposes of the Agreement:  N/A						
19. Special Terms	Special Term 1 –  N/A						
20. Additional Insurance	N/A						
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: <b>Yes:</b> <input type="checkbox"/> <b>No:</b> <input checked="" type="checkbox"/>						

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
Name: <div>Redacted under FOIA Section 40, Personal Information</div>	Name: <div>Redacted under FOIA Section 40, Personal Information</div>
Date: 15/01/2024	Date: 16/01/24
Signature: <div>Redacted under FOIA Section 40, Personal Information</div>	Signature: <div>Redacted under FOIA Section 40, Personal Information</div>

## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

# Section 2: The Invitation

## Specification of Requirements

### Background to Natural England

Natural England is the government's advisor on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England's natural wealth for the benefit of everyone. Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy. We work with farm Managers and land managers; business and industry; planners and developers; national, regional and local government; interest groups and local communities to help them improve their local environment.

Our responsibilities include:

- Managing England's green farming schemes, paying over £300million/year to over 55,000 agreement holders
- Increasing opportunities for everyone to enjoy the wonders of the natural world
- Reducing the decline of biodiversity and licensing of protected species across England
- Designating National Parks and Areas of Outstanding Natural Beauty
- Managing most National Nature Reserves and notifying Sites of Special Scientific Interest. To find out more, visit our website at [www.naturalengland.org.uk](http://www.naturalengland.org.uk)

### Background to the specific work area relevant to this purchase

Natural England is currently leading a funding application to National Lottery Heritage Fund (NLHF) and will need to submit additional information as part of a Stage 2 Delivery Phase application. The project partnership, Natural England, Westmorland & Furness Council, Cumbria Wildlife Trust and Art Gene, are interested in further exploring the opportunities to help engage a wider range of audiences and improve the participation, learning and involvement in the natural environment and open spaces in and around Walney Island, designated sites, grounds to the new proposed Environmental Hub buildings and community spaces on Walney Island, Barrow-in-Furness. The partners seek to increase participation overall, including for young children from less well-served sections of the community.

The hands-on learning activities planned through this contract will form part of a larger activity plan. A final draft of the overall activity plan will be completed by July 2024, so the plan of the learning naturally activities must be completed by mid-June 2024, with a consultation draft available by mid-April 2024.

### Introduction to Earnse Bay Environment Centre

Earnse Bay Environment Centre is being built by Natural England at West Shore, Walney Island, Barrow in Furness, Cumbria LA14 3YW. The centre will have a 'beach school' informal classroom that will hold about 30 people when undertaking activities. The classrooms has glass doors that opens onto an outside space. The associated outside space is secured from the rest of the outside area for safeguarding purposes. The building sits in a 3.3ha site, site. The Earnse Hub will have a marine and coastal focus, it is based 100m from the sea in what is an area especially rich in coastal and marine habitats.

Natural England manages North Walney National Nature Reserve and Cumbria Wildlife Trust manages South Walney Nature Reserve. The latter is easily accessible by vehicles, the former has no vehicular

access, but is accessible on foot. Both reserves are available for learning experiences, as is the beach area at Earnse Bay.

Earnse Bay is a cobble and pebble beach with a muddier rather than sandy substrate below the pebble strip. Rock pools are only accessible at low water. Both reserves have extensive sand dune habitats, shingle, salt marsh and extensive bird interest. The surrounding coast is heavily designated for nature conservation as Duddon Estuary SSSI (Site of Special Scientific Interest), South Walney and Piel Channel Flats SSSI. Morecambe Bay SAC (Special Area of Conservation), Morecambe Bay and Duddon Estuary SPA (Special Protection Area), Duddon Estuary RAMSAR and West of Walney MCZ (Marine Conservation Zone). <https://www.SSSI details>

### **Requirement**

We are seeking to provide hands-on, place-based, outdoor learning experiences at the Earnse Bay Environment Hub for primary age children, who are primarily from socially deprived backgrounds, to engage with nature and the environment of Morecambe Bay. EARNSE Hub will have a teacher based at the centre

These activities will be additional to curriculum requirements but should be compatible the learning that children will be undertaking in school at the relevant key stage.

The successful contractor will take account of the aspirations and resources available through the Morecambe Bay Curriculum in the design of the activities and can be given access to the resources already developed as part of that initiative. They should also take into account the suitability of use of the resources developed for the national education nature parks

<https://www.educationnaturepark.org.uk/resources>

EARNSE Hub will have a teacher based at the centre. The activities will be able to be delivered by the Hub teacher, with assistance from the attending class teacher.

We are asking for:

- The design of activities for 4–11-year-olds that can include some class learning and presentation, but with a heavy focus on hands-on learning experiences.
- We require planned sessions for 4 x half day sessions, of 2.5 hours, per year group.
- The sessions should teach children about the interests of the local coastal and marine habitats and species, how they work and if suitable within the session, what they can do to care for them.
- Each session should have a lesson plan, which will include in detail:
  - What the lesson covers, outcomes and expected learning.
  - Any relevant prior knowledge that participants are expected to have to make the session effective.
  - Session layout e.g. taught sections & presentations, children's activities, follow up to ensure learning is embedded and completion of the session.
  - The content of the taught sections, including how the section can be adapted to meet individual learning styles and Special Educational Needs
  - What the hands-on part covers, how it should be delivered and any alternative adaptations for weather or to meet individual learning styles and Special Educational Needs.
- Links to the national curriculum for the relevant key stage.

Although sessions will have an outdoor element or focus, they must be adaptable to inclement weather.

All activities must be able to be undertaken in a safe manner in a coastal environment.

Print-outs, or other materials, that the teacher and the pupils will need to undertake the session should be easily downloadable in a layout and format for easy printing or digital use. A hard copy of all printable materials will be presented on completion of the activity plan.

Each session will have a list of the equipment required. We would like sources of that equipment (e.g.. Hyperlinked websites) and if possible the current cost, but the sources and costs should not be detailed to the detriment of the learning content.

Please identify which of the activity sessions are suitable, or can be adapted, to create self-managed sessions by groups e.g. they may be used self-guided by Brownies, John Mur Award participants or families.

**The contractor will have experience of carrying out their work with regard to the following:**

Designing outdoor nature-based and environmental activities for primary age children. Curriculum requirements for Key Stage 1 and 2

Please supply details of the staff working on the project and their previous relevant experience.

Please send details of previous relevant contracts that evidence your suitability to undertake this piece of work.

A start-up meeting will be arranged by the contractor, with Natural England and Westmorland and Furness Council representatives, within 1 calendar month of the contract award.

You will be expected to hold one progress meetings with Natural England and Westmorland and Furness Council during the contract. These can be by Team or face to face.

A draft of the planned activities will be available for consultation by the end of April, for consultation with the NLHF partners.

Natural England will respond to the draft on behalf of the steering group by the end of May

A final copy of the learning naturally activities plan will be available by the end of June 2024.

**Sustainability**

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project

**Outputs and Contract Management**

The contractor is to provide all labour, equipment, and any other items necessary for undertaking the work and completing the contract. The contractor will provide all relevant day-to-day supervision, maintain close contact with the Natural England staff throughout the contract and ensure compliance with Health & Safety requirements.

The execution of the work will be the responsibility of the contractor, who will liaise regularly with the EARNSE Project Manager or Maggie Robinson. Comments and final sign off will be through the EARNSE Project Steering Group.

**For each year group the contractor will produce:**

The detailed design and content of 4 X half day activities for the reception class to 11 year old pupils, as detailed above.

The product should be presented in a logical and user-friendly way e.g. each year's sessions, lesson plans, content and activities with order of delivery.

All materials should be clearly labelled as to which session they are part of

All content should be provided as MS Word, Adobe PDF, electronically and a hard copy.

All plans, downloads for presentation for use by children and any materials requiring printing or copying should be formatted to easily allow users to do so.

All formats should be suitable for NE use, acknowledge the partner and NLHF funding, and incorporate their logos (which will be provided).

**NE Version 1.0**

All data, images, videos, guidance, and other outputs will become the physical and intellectual property of NE at the end of the contract.

Reference	Deliverable	Responsible Party	Date of completion
01	Start up meeting	Contractor	January
02	Progress meeting	Contractor	Early March
<b>04</b>	<b>Consultation Draft</b>	Contractor	<b>30-04-2024</b>
<b>05</b>	<b>Consultation Response</b>	Natural England	<b>31-05-2024</b>
<b>06</b>	<b>Final Draft</b>	Contractor	<b>28-06-2024</b>

- The start-up meeting will be arranged by the contractor within one month of the contract being awarded. Natural England and Westmorland and Furness Council will attend on behalf of the steering group.
- The consultation draft and final copy of the learning naturally plan will be in an electronic format that is easy to download and print for session delivery.
- Adaptations for pupil capability must be clearly marked up.
- Any adaptations for weather must be clearly marked up.
- Materials that are difficult to print or beyond A3 size should be supplied as hard copies.
- Materials required to deliver sessions should be listed with each session. Weblinks to sources of the equipment should be provided, with a table of current costs.
- A hard copy of the plan, with printed material for each session will be provided after sign-off of the final copy of the learning naturally activity plan.

## Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order number at completion.

It is anticipated that this contract will be awarded for a period Of **5.5 month** to end no later than **30/06/2023**. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

## Evaluation Methodology

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

Technical – **40%, based on**

- **relevant experience and knowledge of key personnel**
- **recent experience of carrying out similar contracts**

**Commercial - 60%, based on cost and value for money.**

Evaluation criteria

Evaluation weightings are **40%** technical and **60%** commercial, the winning tenderer will be the highest scoring combined score.

Award Criteria	Weighting (%)	Evaluation Topic & Weighting	Sub-Criteria	Weighted Question
<b>Technical</b>	<b>60%</b>	<b>Service</b>	<b>Key personnel</b>	<b>Q1 Expertise of staff undertaking the work (25% of technical score available)</b>
			<b>Quality Assurance measures</b>	<b>Q2 Recent relevant experience 15% of technical score available</b>
<b>Commercial</b>	<b>60%</b>	<b>Cost of the proposed Contract</b>		<b>Q1.Whole contract cost</b>

### Technical (40%)

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

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

Description	Score	Definition
		therefore raises concerns for the Authority that the requirements may not all be met.
Unacceptable	0	No response or provides a response that gives the Authority no confidence that the requirement will be met.

Technical evaluation is assessed using the evaluation topics and sub-criteria stated in the Evaluation Criteria section above.

Separate submissions for each technical question should be provided and will be evaluated in isolation. Tenderers should provide answers that meet the criteria of each technical question.

Technical Expertise	Detailed Evaluation Criteria
<b>Q1.1 Staff skills &amp; knowledge</b>	Evidence that staff undertaking the work are conversant with the primary national curriculum, have ecological knowledge of marine and coastal environments and experience of how to engage children by hands-on experiential learning.
<b>Q1.2 Previous work</b>	Show that they have undertaken recent work that showcases the skills and knowledge required to develop the current contract requirements.

Cost	Detailed Evaluation Criteria
<b>Q2.1 Whole contract cost</b>	Overall cost of the contract

## Commercial (60%)

The Contract is to be awarded as a **fixed price** which will be paid according to the completion of the deliverables stated in the Specification of Requirements.

Suppliers are required to submit a total cost to provide the deliverables stated in the Specification of Requirements. In addition to this the Commercial Response template must be completed to provide a breakdown of the whole life costs against **each deliverable** used in the delivery of this requirement.

Calculation Method

The method for calculating the weighted scores is as follows:

Commercial 60%

Score = (Lowest Quotation Price / Supplier's Quotation Price) x **60%** (Maximum available marks)

- Technical

Score = (Bidder's Total Technical Score / Highest Technical Score) x **40%** (Maximum available marks)

The total score (weighted) (TWS) is then calculated by adding the total weighted commercial score (WC) to the total weighted technical score (WT): WC + WT = TWS.

## Information to be returned

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

Please complete and return the following information:

- completed Commercial Response template

- separate response submission for each technical question (in accordance with the response instructions)
- completed Mandatory Requirements (Annex 1)
- completed Acceptance of Terms and Conditions (Annex 2)

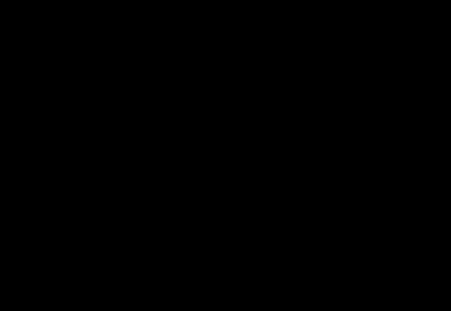
## **Award**

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email.

**The successful supplier will be issued with the contract, incorporating their Response, for signature. The Authority will then counter sign**

## **CDEC Response**

Redacted under FOIA Section 43, Commercial Information



### Appendix 3: Charges

Descriptions of Tasks and / or Products	Cost per product / or Cost per Hour / Day (i.e. rate)	No of products / Hours / Days	Total Cost per Task
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Redacted under FOIA Section 43, Commercial Information

Total Overall Cost	£ 21,300
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#### Appendix 4: Processing Personal Data

<b>Contract:</b>	EARNSE Hub - Learning Naturally Activities Plan, NL-22-00136
<b>Date:</b>	15-01-2024
<b>Description of authorised processing</b>	N/A
Identity of Controller and Processor for each category of Personal Data	N/A
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	N/A
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	N/A
Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	N/A