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## Request for Tender Proposals

For

Facilitators

On Behalf of:

WUC SUAS Clg

Tender Return Date:

19<sup>th</sup> April 2019

Tender Return to:

Project Manager  
WUC SUAS Clg,  
Roundwood Parish Hall,  
Main Street,  
Roundwood  
Co. Wicklow  
A98 K7K6

All Queries to:

Declan Byrne  
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Mobile: 087 7839872



An Roinn Talmhaíochta,  
Bia agus Mara  
Department of Agriculture,  
Food and the Marine

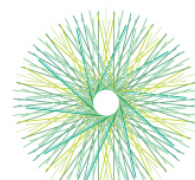


Ireland's European Structural and  
Investment Funds Programmes  
2014-2020

Co-funded by the Irish Government  
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'The European Agricultural Fund  
for Rural Development: Europe  
investing in rural areas'.



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AGRICULTURE & INNOVATION

## **INTRODUCTION**

WUC SUAS Clg is a subsidiary company of Wicklow Uplands Council (WUC) with the sole object to implement the Sustainable Uplands Agri-environment Scheme (SUAS) funded by the Department of Agriculture, Food and the Marine under the European Innovation Partnerships Initiative that is part of their Rural Development Programme 2014-2020.

The SUAS pilot will develop and evaluate a practical, stakeholder led and bottom up, scheme to address the complex agricultural, environmental and socio-economic challenges associated with the land management of the Wicklow/Dublin uplands. It will be achieved by building the capacity of the farmers and stakeholders to share their collective knowledge in a common language and take on a new leadership role in the development and implementation of agri-environment scheme.

## **PURPOSE OF TENDER**

Tenders are invited from suitably qualified and experienced facilitators to provide support to the SUAS pilot project.

The facilitator is expected to work with the Project Manager to support the establishment and development of three Commonage Groups (CGs), in phase two of the project. See Appendix 1 for background to CGs and their function/role in the pilot and a report on the formation of CGs in phase one of the project.

It is envisaged that the facilitator will design and organize:

- 1 communal session for the three CGs (approximately 24 people) selected to participate in the pilot in month 1.
- 2 individual sessions with each of the three CGs in months 2 and 3.
- 1 communal sessions with the three CGs at the end of month 3

to build the following capacities:

- Each CG has the space to consider its longer-term vision for its commonage and the commitment and buy-in needed to achieve this vision.
- Each CG has established a constitution that sets out its ways of working and responsibilities.
- Each CG has an operational structure to ensure it can develop, implement and monitor a commonage management plan.
- Each CG develops its capacity for analysis of problems and identification of creative solutions including capacity for principled negotiation where conflicts arise whether they be internal or with external stakeholders.
- Each CG develops its capacity for project cycle management (planning, implementation, monitoring and evaluation)

**It is important to note that:**

- **the actual timing of the session must be “farmer friendly”. This may require evening or Saturday scheduling.**

- **all sessions will take place in venues provided by WUC-SUAS in Counties Wicklow or Dublin.**

The facilitator is also required to provide a written report that will detail:

the processes that the CGs have undergone.

the progress of the group through these processes.

the key lessons learned that could be applied in establishing future CGs.

the training blueprints that can be used in establishing future CGs.

It is intended that this report will form a chapter in a Commonage Management Handbook that from part of the final SUAS project deliverables.

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## GENERAL INSTRUCTIONS TO TENDERERS

- Completed tenders shall be returned in a sealed envelope in time to reach the address on the invitation, ***to arrive no later than 12 noon on April 19<sup>th</sup>, 2019.***

Envelopes shall be clearly marked 'Facilitator Tender' /Ref WUC-SUAS T 2

Tender proposals delivered by hand or by courier must be delivered directly to the WUC-SUAS office no later than 12 noon, on the due date indicated above; a receipt showing the date and time should always be requested.

**It is the responsibility of the tenderer to ensure that the Proposals are received on time and late Proposals, however transmitted, will be returned unopened to the sender.**

- WUC-SUAS shall **not** be liable in respect of any costs incurred by the bidder in the preparation of the tender proposal or any associated work effort, including the supply of presentation material, brochures, specifications or manuals for evaluation and the return of such items to the bidder, following such evaluation.
- WUC-SUAS shall **not** be bound to accept the lowest or any tender proposal and reserves the power to accept any part of any tender proposal, unless the bidder expressly stipulates to the contrary at the time of tendering.
- The individual/organisation to whom the contract is awarded should have adequate **professional indemnity insurance**. It is a condition of the award for this contract that the individual/organisation selected must produce evidence of such cover prior to the award.

## INITIAL EVALUATION OF TENDERS

Tenderers are required to supply the information/documents listed below. Tenders will be initially evaluated and accepted for inclusion in the full award process by reference to the following items:

- A copy of a current tax-clearance certificate.
- Appropriate professional indemnity insurance

- Completeness of the tender proposals submitted in English, in the format as specified in Section D (Format of Quotation).
- **One (1)** printed copy of the tender proposal must be submitted, together with an electronic copy of the tender proposal in MS Word format supplied on a memory stick.
- The signed and returned submission of Section C (Special Conditions of Tender) and Table A (Price Quotation Table) enclosed in the tender proposal.

***Tender proposals not meeting the above qualifying criteria may not be considered for inclusion in the full evaluation process.***

#### **FULL EVALUATION**

Responses shall be evaluated according to the agreed criteria, which will include price, lead-time, quality and suitability of facilitation provided, reputation of Supplier etc. These are not listed in order of priority.

#### **PLEASE SEND YOUR TENDER RESPONSE TO:**

Project Manager  
WUC SUAS Clg,  
Parish Hall,  
Main Street,  
Roundwood  
Co. Wicklow  
A98 K7K6

## **SPECIAL CONDITIONS OF TENDER**

1. Payment for the facilitation service provided will be within 28 days of receipt of invoice following complete delivery. The terms of the European Communities (Late Payments in Commercial Transactions) Regulations 2002, shall apply.
2. The price quoted shall be **inclusive of all costs** except Value Added Tax. Value Added Tax rates, where applicable shall be shown separately.
3. The price shall be guaranteed **not to increase**.
4. The timeframe for the delivery of the facilitation process and report will be May 15<sup>th</sup> and August 15<sup>th</sup>, 2019.
5. There will be an on-going assessment of CG formation progress by the Project Manager and the facilitator. If progress with a CG is deemed not to be satisfactory or difficult a decision will be made by the WUC SUAS Operational Group to suspend the process. However, the selection process should ensure there is a low risk of this occurring. If this does occur, a new CG will be selected from the list of applicants by WUC SUAS. The contract with the facilitator will be amended by agreement to complete the formation of the three CGs.
6. WUC SUAS undertakes to use its best endeavours to hold confidential, any information provided by you in your tender submission, subject to its obligations under law, including the Freedom of Information Act, 1997. Should you wish any of the information supplied by you in your submission not to be disclosed because of its sensitivity, you should, when providing the information, identify the same and specify the reasons for its sensitivity. The project team will consult with you about this sensitive information before deciding on any Freedom of Information request received. If no information is identified as sensitive, with supporting reasons, then it is likely to be released in response to an FOI request.
7. All information contained within this Invitation to Tender, including all Schedules and Appendices, must be kept in the strictest confidence and should not be disclosed to any employee of the Tenderer or any third party other than is strictly necessary for the purposes of submitting your tender.
8. The Tenderer's may be required to make a presentation at the WUC SUAS office to clarify any questions or queries regarding the tender offer.
9. All Tenderers will be offered the opportunity to submit proposals for any similar additional (the formation of two to three more CG) facilitation under the same terms and conditions of this tender document.
10. In the event of the goods not being in accordance with the specification or the conditions of the contract or failure by the bidder to perform services as outlined in the tender document, WUC SUAS reserves the right to cancel the contract at any stage.

*Please confirm that you are willing to accept the above conditions:*

SIGNATURE:

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POSITION/TITLE:

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NAME OF TENDERER:

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DATE:

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TELEPHONE NUMBER:

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**FORMATION OF QUOTATION**

1. You are required to provide details of companies/organisations, which have previously purchased similar facilitation services from you. Contact details should be provided, as WUC SUAS may wish to obtain a reference from the person concerned.
2. Price Quotations- You are required to submit your quotation using the enclosed Table A.

## TECHNICAL REQUIREMENTS

1. It is acknowledged that each bidder's approach may differ from the specifications. As such, each bidder is free to propose variances from these specifications. Alternative proposals favourable to WUC SUAS may be suggested. It is required, however, that whenever a variance from these specifications occurs, the proposed item **must** meet or **exceed** the specified characteristics.
2. Tenderers should confirm that they can deliver within the proposed timelines.
3. Proposals should include sufficient technical detail to allow an objective assessment of the offer.

**Table A. Price Quotation**

<b>Delivery of specified facilitation service</b>	<b>Cost € (ex VAT)</b>	<b>VAT % (if applicable)</b>	<b>Total Cost</b>
<b>Staff</b>			
<b>Travel &amp; Subsistence</b>			
<b>Course materials</b>			
<b>Other (Please specify)</b>			
<b>Total</b>			

COMPANY NAME:

\_\_\_\_\_

NAME OF REPRESENTATIVE:

\_\_\_\_\_

SIGNATURE OF REPRESENTATIVE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

## Appendix 1 – Background on Commonage Groups (CGs) extracted from the SUAS Project Proposal

The WUC SUAS approach is built around the establishment and development of farmer led CGs (Fig 1).



**Fig. 1.** The farmer centred Commonage Group (CG) approach.

The CG is a partnership approach and the innovation is that farmers work together to collectively manage their commonage through the implementation of the SUAS pilot. It harks back to a previous era on commonage land which involved individual shareholders collectively managing it.

The expected result, from this innovative farmer centred or “bottom up” approach, is the development and evaluation of a governance model to address the complex challenges associated with the sustainable management of commonages and upland farming systems.

The expected outcome will be guidance on how CGs can be established, implemented and the type of support they will require to make them work. It will also demonstrate the potential of the farmers and stakeholders developing and testing their own new activities which in combination with available activities will be used to achieve integrated production and environmental objectives. The guidance will have application in the design of future agri-environmental schemes.

Establishing CGs. This is the first time this will have been tried in Ireland.

The process involves facilitated workshops as outlined in the Tender above. The outcome will be individual CG legal constitutions that will set out the objectives and the rules which will be used in their day-to-day operation. A Chairperson will be elected for each of the CGs who will be responsible for leading and managing the group, and a secretary for completing the administration work and assisting the chairperson in managing the group.

The establishment of the CG will be done in two phases. This first phase focused on three commonages and all have been successfully established in 2018. A summary report on this process is available on the SUAS page of Wicklow Uplands Council website ([www.wicklowuplandscouncil.ie/projects/suas\\_project/](http://www.wicklowuplandscouncil.ie/projects/suas_project/)). In phase 2, we are beginning the process of establishing three further CG’s, building on the lessons learnt in phase 1. This will help to refine the process and ensure it is more efficient and effective. The CGs will require a sustainable and robust structure. It has to address the complex challenges associated with the sustainable management of commonages and upland farming. These include ownership of grazing rights but not the land, designations as a National Park, SACs or SPAs, both landscape and farm-based biodiversity management issues, large and variable topographic areas, demographics of the farming community,



the viability of the marginal farming systems, access issues, deer populations and rustling. They also need to deal with both internal and external conflict.

An outline of observable characteristics of fair and sustainable common governance arrangements include:

1. Clearly defined group boundaries.
2. Rules governing use of common goods matched to local needs and conditions.
3. Those affected by the rules can participate in modifying the rules.
4. The rule-making rights of community members are respected by outside authorities.
5. A system is in place by which community members monitor members' behaviour.
6. There are graduated sanctions for rule violators.
7. There are accessible, low-cost means for dispute resolution.
8. The responsibility for governing the common resource is built in nested tiers from the lowest level up to the entire interconnected system.

Translating these into an agreed constitution for the CGs and drawing up the internal agreements (the contract between the farmers, setting out how records are kept and linking measures implemented to outcomes and payments, etc) will be a new and challenging area for commonage farmers.

The CG must be able to address the diversity of its members. For example, members:

- Who behave in a narrow, self-interested way and never cooperate in dilemma situations (free-riders)
- Who are unwilling to cooperate unless they are assured that they won't be exploited by free-riders (nervous collaborators)
- Who are willing to initiate reciprocal cooperation in the hopes that others will return their trust (active collaborators)
- Who always try to achieve better results for the group (altruistic activists)

During the process, the farmers, facilitator and project manager will initially work on developing the constitution. Without a constitution, the CG farmers could find themselves at cross purposes on how the SUAS actions and activities will be carried out and managed. It will serve as a reference and assist in resolving problems when they arise. It will also demonstrate to external stakeholders that the CG they will be engaging with over the lifetime of the pilot, are properly formed and operated using an agreed set of rules.

The CG constitution will maximise the skill sets of all members, which will help in achieving the required outcomes for the SUAS pilot. They will need to be open to making decisions jointly for the benefit of themselves and the pilot. Therefore, there is a need for a lead-in period for farmers to become familiar and comfortable with the whole process. The CG will have to evolve to a stage where the farmers can sit down and talk, establish their constitution and make decisions about the Commonage Management Plan. It is proposed to allow 12 weeks for the development of the CG constitutions. The success of the CG will be very much based on how the farmers involved operate within the CG on a day-to-day basis and how decisions are made. This requires good open dialogue, combined with the attributes of mutual respect, trust and a willingness "to put their shoulder to the wheel" for the benefit of all involved.

It is worth noting, that there are other benefits to the farmers working as part of the CG. These include having someone to discuss ideas and issues with, ranging from relatively minor daily issues right up to

long-term planning. It also has positive impacts on issues such as, rural isolation, mental health and farm safety.

Once established, the CG members and, the Chairperson, will require continued support and training to ensure that they can meet the challenge of successfully delivering the SUAS pilot. This will involve maintaining and/or improving their:

- Commitment and buy-in to manage the commonages and uplands collectively.
- Ability to engage among themselves and with other key stakeholders in planning, managing and resolving conflicts in an integrated and sustainable way.
- Knowledge of the biodiversity and water resources of the Wicklow/Dublin uplands.
- Approaches to the productivity and profitability of hill farming, through breeding, animal husbandry and management of the stock, while on the lowland parts of the farm.
- Awareness of health and safety in the uplands.
- Recording and reporting skills.
- Openness to proposing and evaluating their own solutions to issues they identify in implementing their Commonage Management Plans.