Add EA Logo

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

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| 1. **Purchase Order Number**
 | TBC post contract award |
| 1. **Customer**
 | Environment Agency |
| 1. **Contractor(s)**
 |  |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Environment Agency |
| 1. **The Agreement**
 | 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.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | None.  |
| **Services** | In Appendix 2 – Specification To be performed at:Date(s) of Delivery: 28th October 2024 – 28th February 2025 |
| 1. **Start Date**
 | *28th October 2024* |
| 1. **Expiry Date**
 | 28th February 2025 |
| 1. **Charges**
 | 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.  |
| 1. **Payment**
 | Payments will be made to by submission of a compliant invoice to APInvoices-ENV-U@gov.sscl.comEA SSCL (Environment Agency)PO BOX 797NewportGwentNP10 8FZ |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum equal to £5,000,000. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be George Cooper George.cooper@environment-agency.gov.ukor, in their absence, Liz Philpott Liz.philpott@environment-agency.gov.uk  |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **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.** |
| 1. **Progress Meetings and Progress Reports**
 | * The Contractor shall provide monthly reporting using the EA’s standard reporting template (provided on contract award.
* The Contractor shall provide one progress meeting between start and the end of the project.
 |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| **George Cooper**Trentside Office Scarrington RdWest Bridgford Nottingham NG2 5FAAttention: Project ManagerEmail: George.cooper@environment-agency.gov.uk  | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |

 |
| 1. **Key Personnel of the Contractor**
 |

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: [The Customer’s security / data security requirements are: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>[The Customer’s additional sustainability requirements are: [Environment Agency: EA2025 creating a better place - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/environment-agency-ea2025-creating-a-better-place/environment-agency-ea2025-creating-a-better-place)[The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] <https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024>  |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
 | The Supplier shall hold the following insurance cover from the start date/commencement date for the duration of the Contract in accordance with this Order Form* Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £1 million;
* Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1 million;
* Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1 million;
 |
| 1. **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:**Yes:**[x] **No:**[ ]  |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name][**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature:  | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Environment Agency Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fenvironment-agency%2Fabout%2Fprocurement%23conditions-of-contract&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=unzkH5WPQYjTjWw3SjQNZshbWnx2ajnZZ0TwQcK7Wxo%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions (EA)’

<https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/standard-goods-and-services-terms-and-conditions-10000-to-50000>

**Appendix 2: Specification/Description**

Specification of Requirements

Background to requirement

Polyfluoroalkyl and perfluoroalkyl substances (PFAS) are a broad group of synthetic fluorinated organic chemicals which are extremely persistent in the environment. Some are bio-accumulative and toxic, and/or highly mobile. PFAS are used in a wide variety of consumer products and industrial applications because of their unique chemical and physical properties, including oil, water and stain repellence, temperature and chemical resistance, and surfactant properties. PFAS have been used as surfactants (including aqueous film fire-fighting foams (AFFFs), non-stick metal coatings for frying pans, paper food packaging, creams and cosmetics, textiles for furniture and waterproof outdoor clothing, paints and photography, chrome plating, pesticides, and pharmaceuticals and polymer manufacturing.

As such, PFAS are widespread within the water environment because of the direct and indirect pathways into watercourses from these various applications. This is further compounded by its persistent nature which means that once it enters the environment, it will stay. Although the science of PFAS in the environment is still developing, the widespread occurrence and potential environmental and human health effects means that the management of key PFAS in the water environment within England is a priority for the Environment Agency (EA) & DEFRA.

Treatment solutions for PFAS for both water and soils are emerging onto the market. The EA has a duty to understand these and needs to have the ability to be able to regulate existing technologies, as well as quickly develop approaches to regulating more innovative remediation technologies.

In 2022, the EA commissioned Geosyntec Consultants Ltd to produce a Lines of Evidence Approach to Assess the Effectiveness of PFAS Remediation Technologies, in line with what they had produced for the US Department of Defence in 2021. With the proposed PFAS Lines of Evidence Approach Upskilling Project in mind, we re-commissioned Geosyntec in 2023 to update the report to ensure we were in the best possible place in terms of our knowledge of both in-development and field-tested remediation technologies for PFAS. The updated report also included further detail on the importance of treatment trains when looking to remediate PFAS contamination. This year (2024/25) the EA would like to develop the approach to provide guidance and upskilling resources both internally as well as externalising the approach with industry, i.e. to include the production of external materials to ensure the wider PFAS remediation industry are aware of what our expectations are when we are reviewing remediation options appraisals and remediation strategies.

By providing EA operational staff with guidance and examples of real-life applications of the lines of evidence approach, it will be possible to develop a more robust and consistent regulatory approach to PFAS remediation across England. The EA propose to consult with the devolved authorities on this project (i.e. Natural Resources Wales (NRW), Scottish Environment Protection Agency (SEPA) and Northern Ireland Environment Agency (NIEA) to aim to get buy-in; ensuring a consistent approach across the UK. On completion of this project and embedding of the deliverables internally and externally, the EA will be able to be a more effective regulator and support the prevention of further environmental damage resulting from PFAS.

**Strategic context**

The need for viable treatment solutions to manage PFAS chemicals in groundwater is growing due to increasing year on year attention to PFAS as an emerging contaminant (persistent, mobile and bio accumulative) both from the public and the media. It is becoming more essential to understand and be able to provide robust and consistent regulation of both existing and innovative remediation technologies.

This aligns with the EA’s long-term strategic direction for groundwater as part of its commitments under the Environmental Improvement Plan (EIP) 2023, outlined below. The work forms part of the EA’s coordinated programme of work to develop the EA’s approach to managing the risks from PFAS.

**Environmental Improvement Plan (EIP) 2023**

This project aligns with and will help to drive Goal 3 within the EIP for ‘clean and plentiful water’ and Goal 4 for ‘managing our exposure to chemicals and pesticides’. The project also aligns with the other overarching principles within EIP 2023 on sustainability and climate change.

**DEFRA Plan for Water (2023)**

This project will aim to support the commitments within the DEFRA Plan for Water, addressing legacy contamination to deliver a clean water environment for people and nature.

**Groundwater Plan 2023**

From the EA’s Groundwater Plan the following commitments will be supported by this project:

Protecting and enhancing groundwater

Proactive approach to groundwater regulation

Collaboration and partnerships (essential in driving forward change and improvements)

Precautionary and risk-based approach

**Cross-Government Working Group on PFAS**

Due to the importance of developing our regulatory approach to land and groundwater contamination from PFAS, the EA has newly set up a Land Contamination Cross-Government group (a sub-group of the Cross-Government PFAS Working Group which includes representation from the devolved authorities). This group will consider and work on the development of a robust and consistent approach to land and groundwater contamination, in line with the Land Contamination Risk Management (LCRM) framework. This project fully supports the aims of this newly formed sub-group and is likely to contribute to some of the outputs from the group regarding remediation options appraisal and remediation strategy development.

**Background to the project & reason for change**

The EA engaged the services of Geosyntec in 2022 to prepare a report entitled “Lines of Evidence to Assess the Effectiveness of PFAS Remediation Technologies” and then again in 2023 to provide an update to that report. The report has been developed to assist the EA’s operational teams when reviewing proposed PFAS remediation options. Consequently, the report has been structured to consider treatment technology options relevant to both “solids” and “liquids”. The report also provides a qualitative ‘PFAS Remediation Technology Evaluation Framework’ (referred to from here as the Evaluation Framework). The aim of the Evaluation Framework is to support operational colleagues to make robust and informed decisions in relation to when the EA is supplied with remediation options appraisals and remediation strategies.

It is the Evaluation Framework aspect of the product that the EA would like to explore further and develop materials to drive the message forward around the lines of evidence approach to assessing remediation options appraisals or remedial strategies when they are submitted for EA review.

To ensure the EA receive the quality of submission that is required, it will be vital to deliver external upskilling opportunities/guidance materials to ensure the wider environmental consultant and remediation contractor industry is aware of the EA expectations around PFAS remediation and the importance of considering a Lines of Evidence approach to developing remediation strategies.

**Tasks and Required Outputs/Specific Objectives and Deliverables including timescales and deadlines**

There is a requirement as part of this project for the successful bidder to liaise directly with CL:AIRE to produce the prescribed deliverables detailed below.

**Task 1** - Start-up meeting – October 2024

Initial meeting to be arranged within one week following contract award and successful set up of the purchase order.

Objective:

To ensure all parties fully understand the requirements and timeframes and appointed supplier has the opportunity to set out their proposals for successful completion of the project. At this meeting we can discuss the best approach to delivering the required outputs and clarify any points regarding the scope. This will include scheduling of monthly progress meetings within this initial meeting.

Deliverables:

Supplier to provide summary notes and agreed actions from start-up meeting.

Supplier to provide monthly updates in written format or via MS Teams. Additional meetings can be scheduled in as deemed necessary by the EA.

**Task 2** – Development of internal upskilling materials – January 2025

Objective:

Provide guidance, upskilling, resources and know-how to our operational colleagues to ensure they can utilise the Lines of Evidence Approach to its full potential and are able to confidently, robustly and consistently review remediation options appraisals and remediation strategies for PFAS contaminated sites. This will also ensure our operational Groundwater and Contaminated Land officers and specialists have the background knowledge to understand the importance of the Lines of Evidence Approach for PFAS contaminated sites so they can communicate this to both internal and external stakeholders.

Deliverables:

Guidance materials aimed at internal EA staff in combination with a package of materials that can be delivered live (in person or through MS Teams) and then be retained by the EA as a webinar or series of bite sized webinars for new starters or as a refresher course on the internal EA Learning and Development platform.

**Task 3** – Development and publication of external facing guidance materials- February 2025

Objective:

Development of peer reviewed upskilling materials aimed at consultants and contractors involved with the investigation and remediation of PFAS contaminated sites. The aim being to ensure understanding and buy-in across the industry of what is expected by the Regulator in terms of the Lines of Evidence Approach when producing remediation options appraisals and remediation strategies.

Deliverable/s:

Guidance materials that have been peer reviewed by CL:AIRE’s Technical Review Group (TRG) and that are aimed at the remediation sector. A webinar or series of bite sized webinars, or similar, hosted online on the CL:AIRE Water and Land Library (WALL) as authoritative guidance set within the Environment Agency’s Land Contamination Risk Management (LCRM) framework, with free access to all users. The outputs of this project should be demonstrated to be up to date, internationally referenced and also relevant to the UK remediation industry to ensure buy in from those who will be using it.

**Task 4** – Project completion – End Q4

Objective:

Completion of the required materials ready for successful delivery to both internal and external customers.

Deliverable/s:

Internal: Internal materials will have been delivered once and feedback received. These materials will then be made available by the EA project team via our PFAS & Emerging Substances SharePoint site for the purposes of ongoing refresher training and new starter training, possibly with a view to inclusion on the EA’s Learning and Development platform at a future date.

External: External materials will have been published online and set within the context of the EA’s LCRM framework. The materials will be freely accessible to all.

**Appendix 3: Charges**

**Insert after contract award**

**Appendix 4: Processing Personal Data**

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| --- | --- |
|  |   |
| **[Lines Of Evidence]** |
| **Contract:** |
| **Date:** | **[28th October 2024]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data | Environment Agency will be the controller and the supplier will be the processor.  |
| Subject matter of the processing |  Lines Of Evidence Project |
| Duration of the processing |  28th October 2024 – 28th February 2025 |
| Nature and purposes of the processing | The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public. |
| Type of Personal Data |  Name, address pay, images, biometric data and occupation.  |
| Categories of Data Subject |  Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, academics, members of industry, students / pupils, members of the public, users of a particular website etc. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | At 12 months from the Completion Date, the data will be deleted. |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement | At their business location |
| 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 | Data protection training and encryption of personal data. |