

Date: 27 February 2023

**Contract Ref: ENVWLB00281R**

**Contract Title:** **Governance review of collaborative national and regional planning**

You are invited to quote for the above in accordance with the enclosed documents.

Instructions on what information we require you to provide is in Section 4 of the following Request for Quotation document.

Your response should be returned to the following email address by 15 March 2023:

andrew.house@environment-agency.gov.uk

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

Andy House

Senior Advisor

E-mail: andrew.house@environment-agency.gov.uk

Telephone: 07767207119

**The Environment Agency**

Manley House

Kestrel Way

Exeter

EX2 7LQ

**Request for Quotation**

**Ref: ENVWLB00281R**

**Title: Governance review of collaborative national and regional planning**

**Section 1**

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

**Government changes and collaboration**

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of Natural Resources Wales (NRW).Further information can be found here:

<http://naturalresources.wales/splash?orig=/>

By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that are specifically named in the tender document.

**Further information**

For further information and to see our commitments to Diversity and Equality, please visit our website.

<https://www.gov.uk/government/organisations/environment-agency/about/procurement>

https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity

Also, are you up to date on environmental legislation? See links below for further information.

Waste and Environmental Impact - <https://www.gov.uk/browse/business/waste-environment>

Environmental Regulations - <https://www.gov.uk/browse/business/waste-environment/environmental-regulations>’

**Section 2**

**The Customer**

**Summary**

The Water Resources Security of Supply team sets the direction for water resources planning and is responsible for development of the National Framework for Water Resources. First released in March 2020, the framework broke ground in planning for the nation’s water resources to be more resilient to climate change, droughts, and population growth alongside a new approach to enhancing the environment.

We are now reviewing and refreshing the National Framework for Water Resources, looking at new evidence, along with lessons identified and emerging challenges, to improve water supply resilience and protect people and our environment.

We are in the Environment and Business directorate, alongside other water management and investment teams. We advise government on long term resilience, future strategic water needs, and the management of public water supplies. Our overarching objective is to ensure there are secure water supplies and a protected environment.

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of six months to end no later than 31/09/2023. 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 advance of any work commencing and may be subject to further competition. Any amendment to contract prices for the extensions are to be by negotiation.

**Terms and Conditions**

The Environment Agency Conditions of Contract for Services (Appendix C) shall apply to this contract.

This contract shall be managed on behalf of the Agency by**Andrew House (****andrew.house@environment-agency.gov.uk****).**

## Contact Details and Timeline

Andrew House will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that both the question and the response will be circulated to all tenderers.

Andrew House (andrew.house@environment-agency.gov.uk)

Key elements of the process have been reviewed. Anticipated dates for planned activities are below:

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | 15 March 2023 |
| Evaluation of Request for Quote submissions | 29 March 2023 |
| Award of contract | 05 April 2023 |
| Project/Contract end date | 31 September 2023 |

It should be noted that these timescales and activities may be subject to change.

**Section 3**

## Evaluation Criteria

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

* Price – 60%
* Quality – 40%

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

* Your Approach and Methodology (inc. programme and risk) - 40%
* Team, Experience and Technical skill of those involved in the contract - 30%
* Understanding of the project - 20%
* Project Management - 10%

Further details of the quality criteria can be found in the project proposal proforma.

The criteria listed above will be assessed on a 0 to 10 basis and will reflect the following judgements:

|  |  |
| --- | --- |
| **Rating of Response****The tenderer provides a response which in the opinion of the evaluators is:**  | **Score** |
| **Excellent:** Addresses all of the requirements and provides a response with relevant supporting information which does not contain any weaknesses, giving the Agency complete confidence that the requirements will be met. | 10 |
| **Very Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains very minor weaknesses, giving the Agency high confidence that the requirements will be met. | 8 |
| **Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains minor weaknesses, giving the Agency reasonable confidence that the requirements will be met.  | 6 |
| **Satisfactory:** Substantially addresses the requirements and provides a response with relevant supporting information which may contain moderate weaknesses, but gives the Agency some confidence that the requirements will be met.  | 4 |
| **Weak:** Partially addresses the requirements, or provides supporting information that is of limited relevance or contains significant weaknesses, and therefore gives the Agency low confidence that the requirements will be met. | 2 |
| **Nil:** No response or provides a response that gives the Agency no confidence that the requirements will be met.   | 0 |

**Section 4**

**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 Pricing Schedule (Appendix A);
* completed Prior Rights Schedule (Appendix B);
* confirmation that terms and conditions are accepted (Appendix C. Please note that the terms cannot be amended later).
* completed PSC form
* completed project proposal proforma document

**Section 5**

**Specification**

# Background to the Requirement

The Environment Agency’s National Framework for Water Resources, published in March 2020, explored England’s long-term water needs, setting out the scale of action needed to ensure resilient supplies and an improved water environment. The framework marked a shift towards strategic regional planning, where five regional groups made up of water companies and other sector water users form regional plans to build water resilience.

In a joint letter from Defra, the Environment Agency, and Ofwat to Regional Groups on 11 January we confirmed the next round of regional water resources planning. At the same time, a refreshed national framework is being scoped, which will set out expectations for the next round of water resource management plans and regional plans

.

The refreshed national framework will present a strong direction for improving multi-sector inclusion in planning for future water needs. This will include a review of barriers to multi-sector planning and possible solutions, along with the role of regional planning versus alternatives for multi-sector water planning.

We believe that regional water resources groups should be front and centre in creating a secure and sustainable future for England’s waters, and some areas of Wales, in the face of a climate and biodiversity emergency. Regional groups need to ensure that truly multi-sector plans are being produced with appropriate governance arrangements in place to include more local engagement and representation of the non-public water supply sectors.

This project aims to identify and evaluate governance approaches for national and regional planning to:

* effectively support the development of the updated National Framework;
* aid multi-sector planning and local engagement of non-PWS sectors;
* ensure Regional Group and regulator decisions effectively reflect the combined interests of a region;
* deliver cross-border solutions, recognising the environmental ambitions of Welsh Government; and,
* work collaboratively to plan and deliver Strategic Resource Options.

# Specific Objectives/Deliverables

**Objectives**

Phase 1:

* Conduct a literature review of previous work on water resources governance and existing views and feedback from Regional Groups to make sure relevant findings are considered and built upon in this project.
* In conjunction with the literature review, evaluate outputs from inter-regional reconciliation Spring 2022 and early engagement on the National Framework for Water Resources.
* Engage with Regional Groups and other third parties to identify strengths and weaknesses of current governance arrangements in achieving multi-sector planning, in particular to consider local engagement of non-PWS sectors.
* Review the implications for EA Area Teams in terms of human and technical resource necessary to support effective governance and local engagement.
* Identify any non-PWS sectors who should be brought into the regional planning process.
* Issue draft interim report for regulator, regional groups and stakeholder review, and full interim report incorporating feedback (June 2023).

Phase 2:

* Propose alternative governance approaches to improve local engagement and multi-sector regional planning, setting out the pros and cons of each approach.
* Produce recommendations suitable for regulators, water companies, third parties or regional groups to implement in improvement of governance arrangements and mechanisms.
* Issue a draft report for review (June 2023), and final report incorporating feedback (September 2023).

**Proposed approach**

The Contractor will review literature and previous work on water resources governance. They will hold meetings and workshops to identify current governance structures and what works well and what does not. They will use their technical expertise, with multi-sector input from steering and working groups, to propose alternative approaches. Meetings will be with a list of stakeholders that will be agreed by the Environment Agency’s project manager at the inception meeting between the Contractor and the Environment Agency’s project manager; who will seek nominations from regional groups. As a minimum the governance review should look to answer:

* how are the needs and views of the non-water company water users properly factored into discussions;
* the resources available to non-PWS abstractors to engage in the planning process and licence reviews;
* what connection is there with local democracy and the spatial planning process;
* alignment of cross-border objectives for the environment;
* who defines the whole cross-sector planning problem, producing the regional supply demand balance;
* who decides on the selection of schemes and approaches and how are the views of other water users including agriculture, food processors, energy, recreation and navigation factored into the decision-making process;
* who are the decision makers (and why them), what decisions do they make and what criteria and evidence do they use to take their decisions; and,
* are decision makers independently and appropriately representing all participant water users?

**Deliverables**

The Contractor will produce an interim report in June 2023, and final report in September 2023.

The report will be used to help set direction for the water resources national framework and be used to shape our work plan as we look to improve multi-sector regional planning.

**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency by **Andrew House (****andrew.house@environment-agency.gov.uk****).**

This project will be led and managed by the Contractor, who will engage closely with the managed Employer throughout the Contract. The Employer will help support meetings. An allowance should be made for the number of workshops and meetings needed to deliver the project objectives.

The Contractor must engage with:

* Water companies
* Third parties including the Energy sector, Agriculture, Navigation
* Government and Regulators
* Water industry experts and regional groups

The Contractor must host fortnightly progress teleconferences with the EA project manager and produce minutes of these meetings. These teleconferences should be used to discuss both project management and technical matters.

The Contractormust deliver the final outputs listed above by 31 September 2023.

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

The supplier will be expected to invoice first at the completion of Phase 1 of the project and final once the project is complete.

Before the invoice is issued, a fee note must be emailed in advance to the contract manager for approval. All invoices must quote the purchase order number in order to be processed. A file copy invoice must be provided to the contract manager, on request. The timescale for payment of invoices will be up to 30 days after we have received a valid invoice.

**Section 7**

**Sustainability Considerations**

We are committed to continually improving our sustainability performance. The Environment Agency has set itself tough objectives as a clear commitment and contribution to sustainable development throughout England. The Agency recognises that this can only be achieved through commitment from all sectors of society and it is intent on raising awareness amongst industry and commerce.

Contractors must adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Environmental criteria should be considered as part of your tender submission with credit given for innovation. Factors to be considered could include areas such as:

* + - Paper use: All documents and reports prepared by consultants and contractors are produced wherever possible on recycled paper containing at least 100% post consumer waste and printed double sided.
		- Travel: use of public transport, reduce face to face meetings by using email and videoconferencing. Meetings to be held in locations to minimise travel and close to public transport links.
		- Packaging: should be kept to a minimum. Re-use and disposal issues must be considered.
		- Efficient Energy and Water Use.
		- Disposal of Waste: Whilst on site the contractor is responsible for the disposal of their own waste and can only use client facilities with express permission from the on site facilities officer.
		- Whilst on site, contractors should comply with the local environmental policy statement which will be made available to you in advance or on arrival.

**Diversity and Equal Opportunities**

We are committed to promoting equality and diversity in all we do and valuing the diversity of our workforce, customers and communities.  As a public body, we publish regular information about what our equality objectives are and how we’re meeting them.

<https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

**Health and Safety**

Contractors will be responsible for making sure all required health and safety aspects including risk assessments are undertaken and required management measures are in place to protect worker exposure. This includes management of all partners, consortium members and subcontractors.

**IEM2020:**

## Sustainability Objectives

As the Environment Agency, our overarching aim is to protect and improve the environment for people and wildlife. Over the last 10 years we have achieved significant reductions in our environmental impacts that occur through our everyday operations. This included a 40% reduction in our carbon emissions and a 37% reduction in the number of miles we travel. This year we have launched our new Internal Environmental Management strategy to take us through to 2020, building on these successes and widening our ambition.

**Supply chain**

Our 2020 approach will have a very strong emphasis on the indirect impacts of our supply chain.

Our supply chain accounts for over 70% of our total environmental impacts.

Working with our supply chain we want to be world class in the area of environmental management. The environmental impacts of our work and that delivered by and through our supply chain must be reduced; environmental risks must be effectively managed and opportunities for enhancements investigated.

As an organisation, our environmental management system (EMS) is accredited to ISO14001 and EMAS standards. Our procurement activities form part of this system; driving environmental performance improvements across the value chain.

## Section 8

### Additional Information

### Copyright and confidentiality

Unless otherwise indicated, the copyright in all of the documentation belongs to the Environment Agency, and the documentation is to be returned to us with your tender. The contents of the documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your quote. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the documentation for the purposes of the tender.

### Accuracy of documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact us at the address given in the covering letter. No liability will be accepted by the Environment Agency for any omission or errors in the documentation which could have been identified by you.

### Amendments to documentation

Prior to the date for return of tenders, we may clarify, amend or add to the documentation. A copy of each instruction will be issued to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

### Alternative Offers

Alternative offers may be considered if they constitute a fully priced alternative and are submitted in addition to a quotation complying with the requirements of the Invitation to Quote Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact us in accordance with the details in the covering letter.

## Continuity of personnel

The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the Project Standard. It shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to ensure project delivery in the event of staff holidays, sickness or voluntary absence

The Environment Agency will be notified immediately of any changes to personnel associated with the project. The Contractor will ensure that every effort is made to replace outgoing staff with personnel of equal calibre and expertise. All new members of staff undertaking work for the Project will need to be agreed by the Environment Agency prior to commencement.

At all times, the Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced.

## Intellectual property rights

All results, including material and tools produced, developed or paid for under this contract shall be the property of the Environment Agency.

## References

The Environment Agency may request recent and relevant references prior to the award of the project.

**Contract award**

This Request for Quote is issued in good faith but we reserve the right not to award any or all of this work.

### DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

## Protection of personal data

In order to comply with the Data Protection Act 1998 the Contractor must agree to the following:

* You must only process the personal data in strict accordance with instructions from the Environment Agency.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

# APPENDIX A - PRICING SCHEDULE

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

All costs must be quoted on this schedule. Any costs not detailed will not be paid.

Please detail your task costs in the table below.

|  |
| --- |
| **Cost Proposal (To be completed by Supplier)** |
| **Tasks** | **Hourly Rate** | **No of Hours** | **Cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total Staff Costs  |  |
| **Expenses (please detail type, i.e. travel etc)** |  |
| **Discounts applied (please detail)** |  |
| **Total Overall Cost**  |  |

**Other costs**

Please state any other costs that will need to be taken into consideration.

|  |  |
| --- | --- |
| **DESCRIPTION** | **COST** £ |
| **1. Other costs (please detail)** |  |
| **2. Other costs (please detail)** |  |
| **3. Other costs (please detail)** |  |
| **TOTAL**  |  |

**Discounts, rebates and reductions**

Please detail below any discounts, rebates and other reductions you are prepared to offer and the basis of those incentives

|  |  |
| --- | --- |
| **DESCRIPTION** | **AMOUNT**£ |
|  |  |
|  |  |
|  |  |
| **TOTAL**  |  |

**Total Overall Cost**

Please detail the total fixed cost for the project

|  |  |
| --- | --- |
| **ITEM** | **TOTAL AMOUNT**£ |
| **Staff Costs** |  |
| **Other Costs** |  |
| **Discounts/reductions** |  |
| **TOTAL Overall Cost** |  |

The following limits will be applicable to all claims for travel and subsistence under this contract:

1. Travel by rail: standard class should be used at all times
2. Travel by car: 45 pence/mile

Hotel bookings should be made through the Environment Agency’s corporate travel contract. Details of this contract are available from the Corporate Contracting Team.

When making reservations you should state that you are a contractor working on Environment Agency business.

Hotel charges must not exceed a maximum limit per night bed and breakfast (VAT included) of: £140 in London; £100 in Bristol; £90 in Warrington; £85 in Reading; £75 in Aberdeen, Birmingham, Belfast, Cardiff, Coventry, Edinburgh, Glasgow, Harlow, Leeds, Manchester, Middlesbrough, Newcastle, Oxford, Portsmouth, Sheffield and York; and £70 in all other destinations. Please note that these hotel ceiling rates are subject to change throughout the life of the contract.

Expenditure on dinner during an overnight stay must not exceed a maximum limit of £25, including a drink.

Receipts for all rail travel, hotel and food expenses will be required as proof of expenditure and will be reimbursed at cost. No profit or additional cost shall be applied by the contractor to such personal expenses.

**APPENDIX B - PRIOR RIGHTS SCHEDULE**

Details of Prior Rights held by the Parties (To be updated as Rights are introduced during the period of the Contract)

Prior Rights owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Project for the purposes of fulfilling its obligations under the Contract

Held by the Environment Agency

|  |  |  |
| --- | --- | --- |
| **Name and description of Prior Rights** | **Extent of proposed use in the Project**  | **Proprietary owner of the Prior Rights** |
| Grey literature on water resources governance | For use in this project | Environment Agency |
| Grey literature on water resources governance | For use in this project | Ofwat |
| Grey literature on water resources governance | For use in this project | Defra |

Held by the Contractor

|  |  |  |
| --- | --- | --- |
| **Name and description of Prior Rights** | **Extent of proposed use in the Project**  | **Proprietary owner of the Prior Rights** |
|  |  |  |
|  |  |  |
|  |  |  |

**Explanation of Contractor's Prior Rights**
All Intellectual Property Rights owned by or lawfully used by the Contractor, whether under licence or otherwise before the date of this Contract. It can also mean any invention and know how or other intellectual property (whether or not patentable) owned by one of the parties prior to the commencement of the Project, or devised or discovered by one of them only in the course of other projects during the Project period and not arising directly from the Project.

**APPENDIX C – ACCEPTANCE OF TERMS AND CONDITIONS**

I/We accept in full the terms and conditions named in Section 2 and appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_