**Commercial-in-Confidence**

**Contract ID: 19817**

**Contract Title: Assessing the Performance of Grass and Soil in Resisting Erosion**

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**Date: August 2016**

Invitation to Tender: Information & Guidance Document



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**PART 1 – Instructions for bidders**

This document is provided to offer you key information and guidance upon the tender process, and the subsequent Contract. The tender process is being undertaken within Bravo, an online portal. Therefore you will find all tender questions and the areas for you to submit your tender response within the Bravo system.

Should you have queries with the tender, please contact the Commercial Lead. This can be accessed by logging in to Bravo and navigating to the relevant ‘Opportunity’. There is a section located within the Project details of each ‘Opportunity’ for ‘Buyer Details’ where you can find contact details for the relevant Commercial person.

Guidance on how to register can be located on the main portal screen. Information on the use of Bravo can be found in the ‘Help’ section in the top right hand corner of the portal once you have registered or selected an ’Opportunity’. All queries regarding using the system that are not answered by this guidance section should be directed to the e-Sourcing Helpdesk run by Bravo Solution (the suppliers of the portal) who can be contacted via:

**Phone:** 0800 368 4850
**Email:** help@bravosolution.co.uk

[**https://defra.bravosolution.co.uk/web/login.html**](https://defra.bravosolution.co.uk/web/login.html)

**PART 2 – Introduction to the Environment Agency**

**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 Plan 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.

**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>’

**PART 3 – Contract Strategy**

The Environment Agency will be conducting an experimental research programme which will determine new grass and soil erodibility values and performance curves for earth embankment dams and flood defences whilst they are being overtopped or overflowed.

The project will be structured into 2 phases of work. This contract opportunity specifically relates to the first phase of work which will be to carry out a state of knowledge review and design the required experimental testing and supporting business case to addressed knowledge gaps identified. This stage will also develop a fully costed logistical programme to deliver the preferred research approach in Phase 2. Phase 2 will be procured as a separate contract opportunity.

We will let this contract to a single consultant, consortium, or consultant with subcontracting arrangements, that demonstrates they have the necessary skills and capacity to complete all aspects of the work.

Following evaluation of all the tenders received, we will inform all bidders of the final result.

The contract will be awarded for a period of 9 months

**PART 4 – Procurement Tender Process**

Key elements of the process have been reviewed and the planned activities and timescales are:

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Invitation to Tender issued to suppliers | 13/09/2016 |
| Return of Invitation to Tender deadline for suppliers | 04/10/2016 |
| Evaluation Process and timescales for action | 14/10/2016 |
| Final Clarifications  | 21/10/2016 |
| Successful Supplier(s) notified with Contract Award date | 31/10/2016 |
| Unsuccessful Suppliers notified of intention to award | 31/10/2016 |

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

Right to Cancel: The Environment Agency reserves the right to discontinue the procurement process at any time, which shall include the right not to award a contract, and does not bind itself to accept the lowest tender, or any tender received, and reserves the right to award the framework or contract in part, or to call for new tenders should it consider this necessary.

The Environment Agency shall not be liable for any costs or expenses incurred by any candidate or tenderer in connection with the completion or submission of any tender.

**PART 5 – Criteria for Tender Evaluation**

The tender will be evaluated on a 50% price and 50% quality split.

**Quality**

The Quality criteria will be split into sub-criteria and bids will be evaluated against these, as detailed below.

|  |  |  |
| --- | --- | --- |
| **Price** | **Weighting** | **50%** |
| **Quality** | **Weighting** | **50%** |
| **Quality Sub-Criteria Weightings** |
| Methodology (inc. programme and risk) | **Mandatory** | **40** |
| Technical Merit | **20** |
| Staff (inc. experience) | **30** |
| Innovation | **10** |

|  |  |  |
| --- | --- | --- |
| **Methodology** Sub-criteria weighting 40% | Response gives confidence that the tenderer has a detailed understanding of the skills required to deliver the services specified in the contract across both Phases 1 and 2. A sensible and workable plan is described for Phase 1 delivery. Response gives credible technical answers to all detailed questions posed and all risks and issues are identified, described and mitigated. Through Phase 1 program development the tenderer shows they are seeking to drive improvements in Health, Safety and Wellbeing performance in order to deliver the Phase 2 of the project. | To include:* Outline method of how supplier proposes to deliver the services.
* How key project risks/issues will be managed.
* Outline program in form of a Gantt chart, identifying key milestones and critical path activities
* Response to key questions
* Health and safety considerations within the program
 |
| **Staff** Sub-criteria weighting 30% | Response gives confidence that the tenderer has a well developed appropriate resource plan for managing Phase 1. Proposed management team is of appropriate seniority for the roles and has authority to manage and commit their resources. Proposals will detail the relevant past experience of the project team in the management and delivery of physical model and full-scale physical experiments as well as programming for site management. Proposals will also detail successful collaboration with international partners particularly the US and the Netherlands in the delivery of R&D. | To include:* A description of how the proposed team will bring their skill and experience to deliver best value and efficiency on this particular project.
* CV’s will be assessed by the tender assessment team, please submit CV’s separately.
 |
| **Technical Merit** Sub-criteria weighting 20% | Response shows understanding of the contract requirements and substantiate capability through the application of a technical approach Proposal demonstrates the capability required to deliver the project.The proposal clearly demonstrates this understanding through the tenderer's consideration of an appropriate experimental approach and design and the anticipation and mitigation of technical risks.  | * Evidence of supplier’s experience with similar/related projects

Evidence of supplier’s understanding of the project and capability to deliver the work |
| **Innovation** Sub-criteria weighting 10% | Response gives confidence that the tenderer understand the work done to date on the subject and will innovate when planning and programming their approach to Phase 2. Proposals will demonstrate early ideas for the possible experimental approach to be deployed in Phase 2 which either improves the quality of the research or results in efficiency; such innovation could include details of possible collaborative opportunities. | To include:* Details of innovation being proposed
* Benefits and efficiencies innovation will deliver
 |

Please pay particular attention to requirements detailed in the specification contained within this document. All responses to evaluation questions should directly link and demonstrate tenderers ability to support the requirements as detailed in the specification. This should be submitted to the technical envelope on the Bravo Solutions portal.

Following scoring of the quality elements of the tenders, costs will then be taken into consideration for those that have met the satisfactory requirements on quality.

**Price**

The tenderer is required to complete a pricing schedule with prices for each of the 15 tasks to be delivered in the contract. The price submission will then be evaluated on total overall price. Both the overall price and the pricing schedule should be submitted to the commercial envelope on the Bravo Solutions portal.

Every tenderer’s price will be ranked from lowest to highest price and will be awarded a mark based on the difference between their price and lowest price using the following formula:

Score = Lowest Total Rate x (Maximum available marks)

 Total Rate

Important – please note:

The evaluation process will be split into two parts.

Your responses to the following quality sub-criteria will be assessed first:

Methodology

Technical Merit

Staff

Health, Safety and Wellbeing

Innovation

All suppliers that scored satisfactory and above to all the quality criteria will be short listed and taken through to the final stage where the proposed price will also be taken into consideration.

The submissions that receive the highest total score (cost + quality) will be ranked and the top scoring supplier will be selected for award

**PART 6 – Tender Evaluation Process**

An evaluation team will be set up to assess tenders received. A scoring mechanism of 0-10 will be applied to each answer; further details on the scoring rational are detailed below. The scores will then be calculated against the published weighting.

Tenders will be evaluated against the following scoring methodology:

**Scoring methodology**

Responses to each question will be scored on a scale of 0 to 10.

|  |  |
| --- | --- |
| **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 |

**PART 7 – Specification**

**Assessing the Performance of Grass and Soil in Resisting Erosion**

## **Background**

One of the ways in which an embankment dam or flood embankment can fail is through failure of the grass cover and erosion of the embankment soil, whether via overflowing, overtopping or internal erosion. The rate of erosion and hence the speed of failure and nature of any flood hydrograph generated by a release of stored water depends upon the performance of the grass cover and the soil erodibility.

Grass cover on flood embankments and embankment dams acts to protect the surface of the structure from initiation of erosion during overflow or overtopping. The performance of the grass cover is therefore an important part of the overall structure performance during extreme conditions for both embankment dams and flood embankments. Current guidance on grass performance is limited, with recent research highlighting a number of issues of concern in both scope and use of the current guidance (CIRIA Report 116 (1987)). In particular, the current guidance is inappropriate for use in reliability assessments and does not address conditions during initial overflow or at higher flow velocities.

Soil erodibility depends upon both the soil type and the soil state. New models and methods for predicting internal erosion, breach growth and surface cover performance depend upon a measure of soil erodibility, but there is little information available to support expert judgement on the choice of erodibility values and any associated uncertainty other than via laboratory or field testing of soil samples. The effect of varying soil erodibility can be very large, changing both the magnitude and characteristics of a breach flood hydrograph. Hence uncertainty in identifying the soil erodibility contributes greatly to uncertainty in the associated flood risk analyses and flood mapping.

With climate change effects resulting in more extreme loading conditions it is likely that overflow / overtopping will occur more frequently and that defining and designing acceptable overflow / overtopping conditions will be sought as part of overall structure performance design

## **Outputs and deliverables**

The programme of research will be designed to answer the following questions:

1. What existing methods and models can be used to predict the main/important failure mechanisms resulting from grass and soil erosion of dams and flood embankments?
2. What important failure processes currently lack suitable methods/models and what experiment data are required to construct new/improve existing models?
3. What are the important geotechnical parameters, there typical ranges for different soil types and states and their associated uncertainty bounds for earth dams and flood embankments in the UK?
4. How can existing and new methods/models be used to construct limit state equations and then used reliability and risk analysis at both a local and a more generic national level?
5. What reinforcing techniques are there available which successfully stops/slows the important erosions processes which led to failure and which soil parameters are altered?
6. Under what ranges of loading/overtopping/overflow conditions do these reinforcing techniques work successfully?
7. What does this new understanding of soil erodibility and grass performance allow us to say about the reliability and standard of service of typical the grass covered earth dams and embankments in the UK?
8. What innovative monitoring technique can be/has been used to actively monitor the performance and structural integrity of the embankment/dam.

# Objectives

The broad objectives of the entire project, both Phase 1 and 2, are as follows:

## Phase 1:

1. Review work to date (national and international) on grass performance in relation to existing guidance; confirm gaps in knowledge and approach.
2. Provide a summary of the current state of understanding of soil erodibility and scope available data that might be available to support guidance
3. Scope a programme of basic and applied testing to provide data that will allow updating and expansion of grass performance curves, embankment performance to overtopping/overflow curve.

## Phase 2:

1. Implement the programme of testing for grass performance and use the field test data to update and extend industry guidance
2. Establish an open database for the collation of soil parameters which may be used by practitioners to support estimation of soil erodibility as part of dam or flood embankment performance analysis in England and Wales.
3. Explore how new models and data on soil erodibility and grass performance can be used to improve risk analysis in the UK, via the construction of appropriate limit state equations and subsequent reliability analysis.
4. Provide updated guidance on grass and soil performance, including provision of an online tool that uses the updated performance data to allow users to develop acceptable grass cover designs or assess existing structure performance.

# Phase 1: Programme planning tasks

The rest of this specification details the work needed to achieve the Stage 1 objectives only.

## Specific Phase 1 Tasks

These are as follows:

1. Phase 1 strategy report detailing the approach, programme, risks and issues management strategy and communications strategy/requirements for this stage (1) of work. This report will also include the first iteration of the project management registers e.g., risk and issues log, stakeholder register, communication plan. As the details of the Stage 2 programme develops these strategy documents and registers will be updated accordingly.
2. Develop a vision statement and logo which details the future outcomes and benefits which will result from this research programme. The vision statement is to be written in the future tense and will describe the changes that will be brought about by the outputs of this research programme.
3. Develop a collaborative workspace and website as a ‘shop’ window for the research programme.
4. Review work to date on grass performance and soil erosion processes in relation to existing guidance; confirm gaps in knowledge and provide a summary of the current state of knowledge. This work should build from the review undertaken as part of the European FloodProBE project [www.floodprobe.eu](http://www.floodprobe.eu), the International Levee Handbook and the recent ICOLD (International Commission on Large Dams) bulletin on internal erosion. It should include consultation with the UK dams industry and flood risk managers in England & Wales (national? SEPA and NI?) and Internationally (USACE and Rikjswaterstraat). The summary should seek to answer the following:
	1. What are the important processes and mechanism of grass and soil erosion?
	2. How erodibility of grass and soil is/can be measured?
	3. What soil and grass parameters reflect erodibility and which are the most uncertain?
	4. What models exist and where are the important gaps?
	5. How can erodibility models for both grass and soil be used to construct limit state equations (including step by step examples)
	6. How can this new knowledge be used in improve our reliability assessments?
	7. What grass reinforcing products are available and what evidence of improve performance is there for both dams and flood embankments?
	8. How are the processes of erosion altered by reinforcing techniques, how are these changes in processes measured, parameterised and represented in the available models?
	9. What innovative monitoring techniques is available or can be used for this project?
5. Prepare for and host two end-user workshops and one webinar. The first of these workshops should take place shortly after the completion of task iv. The objectives of this workshop will be to share the programme vision and to ensure buy-in, disseminated the findings of the knowledge review and to inform the scope of the forward programme. The second workshop should take place at the end of stage 1 with the objective of sharing the agreed programme of research. The content and timing of the webinar is to be agreed but the primary aims will be to disseminate findings and build awareness of the future programme of research.
6. Scope the development of an online database. Review the availability of relevant soil erodibility parameters and their associated uncertainties for dams and flood embankments under scenarios of overflow, overtopping and breach. At minimum, the feasibility of including data from sources[[1]](#footnote-1) including:
	* the UK reservoir industry;
	* Environment Agency;
	* European research community;
	* ICOLD working groups; and the,
	* US federal practitioners and research community.

This scoping exercise will address issues of IPR and establish agreed principles of *open access* operation/ownership to all data providers. An appropriate metadata and database schema for a soil erosion parameter database will be developed and agreed. Ownership and maintenance options will be identified and agreed. Links will be made to both USACE and Rikjswaterstraat who share a similar objective to establish a database of soil erodibility parameter values.

1. Develop a full business case which explores a range of options (from do-nothing to full-scale field trials) and identify a preferred option which offers the optimum balance of benefits/costs and risks.
2. Scope a programme and plan for the delivery of the experimental testing and deployment logistics for field tests (if required) such a programme and plan would address challenges such as:
3. Feasibility of developing and/or hosting a UK over-topping/overflow simulator
4. Viable and representative dam and embankment test locations
5. EU and International partnership opportunities
6. Identification and mitigation of key project risks including site security and H&S risks in accordance with Construction, Design and Management (CDM) regulations.
7. Effective programme and project communications and stakeholder engagement
8. Sustainability of long term external funding.
9. Plan and develop a detailed experiment design and testing method, this should include:
10. All parameters to be measured
11. Measurement protocols, techniques and required equipment and quality management procedures
12. Timing/season, location and “condition” of test sites
13. Statistical tests for exploring and establishing significance of results and for establishing bounds of uncertainty
14. Full specifications and product descriptions for all experiment testing equipment and site management equipment.
15. Potential monitoring techniques and equipment, its usage, installation and long term benefits.
16. Develop a resource management plan which details all programme resources and costs (people/skills, assets, materials, equipment and services) and their associated costs. The resource management plan will identify how these resources will be acquired/procured, used, shared, managed effectively and owned during and post programme.
17. Develop a funding plan and help secure a comprehensive funding package for the preferred option and programme. This should include funding options from other Research Organisations (UK and International) Flood Defence Grant in Aid, Institutional enabling funds etc. The programme’s financial needs will be expressed as annualised budgets and forecast expenditure profiles developed.
18. Develop a benefits realisation management plan. Taking its direction from the programme vision the benefits plan will describe all definite and expected programme outputs/capabilities e.g., new model/curved for reinforced grass cover; all expected and anticipated outcomes e.g., improved reliability analysis/fragility representation of reinforced flood embankments; and, the associated expected/anticipated business benefits e.g., improved risk analysis and more effective prioritisation of resource/funding. The pathway of outputs to outcomes and benefits realised will be plotted and a timeline for realisation.
19. Identify and establish the required governance and advisory groups for the research programme. Prepare terms of reference for each of these groups.
20. Bring together the Programme Plan. This will include all the programme control documents developed in the tasks above e.g., Vision, Business Case, Programme for delivery, experimental design and logistics, quality assurance procedures, risk management plan and register, resource management plan, stakeholder engagement strategy and communications plan and benefits realisation plan.
21. Write a technical journal paper (for a peer reviewed publication) detailing the current state of knowledge and gaps, the experiment design and programme plan.

# Products

Stage 1 will deliver in the following products:

* Project strategy report
* Vision statement and logo
* Project Website
* State of knowledge and gap analysis report
* The business case
* The complete programme plan which will include:
	+ The vision
	+ Governance
	+ The business case
	+ Programme for delivery
	+ Experimental design, logistics and quality assurance procedures
	+ Database schema
	+ Risk Management strategy and risk register
	+ Stakeholder engagement strategy and communications plan
	+ Resource management plan
	+ Funding plan
	+ Benefits realisation plan
* Peer reviewed journal article

# In managing the *services* the *Consultant* must:

* Produce a monthly project risk register review and update (including *Consultant* risk budget).
* Attend progress meetings and draft record minutes, the *Employer* to issue.
* Produce monthly financial updates and forecasts meeting the *Employer’s* project reporting timetable together with progress reports.
* Deliver a monthly progress report in the *Employer’s* standard template giving progress against programme, deliverables received and expected and financial summary against programme.
* Attend project board meetings as required in capacity as *Consultant*.
* Ensure quarterly input into framework performance assessment/environmental Performance Measures.
* Review and update the lessons learnt log during monthly progress meetings.
* Ensure that all the original data sent to the *Consultant* (i.e. all model and survey information provided by the *Employer* in an encrypted format (using WinZip 128 bit encryption) according to the *Employer’s* data security policy), which is classed as commercially sensitive, is returned to the *Employer* in an encrypted format using WinZip 128 bit encryption.
* Ensure that project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data is returned to the *Employer* in an encrypted format using WinZip 128 bit encryption.

# Overall Project Governance

A project board will be established to oversee Stage 1 (Programme Planning) The project board will hold meetings at key decision checkpoints (defined by product delivery) and will be responsible for decision making during the project. The project board will be expected to approve key decisions at agreed milestone points and to review, comment on and approve final product outputs to ensure these are of acceptable quality. The Project Board will own the risk and issues log as well as the communications strategy and plan. A review of these documents will form standing agenda items at all board meetings.

The project board will be chaired by the Environment Agency Project Executive. Senior Business Users from within the Environment Agency and the Reservoir Safety Community will be identified to help ensure that the intended practical focus of this research is strongly maintained through the planning stage. In addition, the successful bidder will be expected to provide representative(s) to perform the role of the senior supplier on the project board. Other project board members will be appointed as agreed with the Project Executive, but are likely to include representatives from other key interest areas within the Environment Agency e.g., Asset Management, Operations, NCPMs, Procurement and Legal.

A Project Advisor Group (PAG) will be appointed to provide technical assurance to the project board. ). This PAG will consist of end-user representatives for this research, including Reservoir Panel Engineers, engineering consultants, Environment Agency National Capital Project Management Services (NCPMs) and academia. The PAG will advise on the technical content of the programme plan, provide feedback to the project board on key outputs and help advice on programme communications. It is likely that the PAG will be kept small for this Stage (1) of the work and expanded for Stage 2.

The Environment Agency Project Manager (Andy Tan) will be responsible for managing project delivery on a day to day basis and liaising with the consultant project manager.

# Services and experience required

Stage 1 is primary a desk-based research project and programme planning exercise. The successful consultants/consortium must however, be able to demonstrate their past experience of basic and applied experimental research (both computational and physical modelling at a range of scales) in support of geotechnical and hydraulic investigations.

The consultants /consortium will demonstrate their prior experience of experimental design programming and management. Close working with the EA will be essential, particularly the EA Procurement and legal teams as well as the National Capital Project Management Service (NCPMs).

Given that there are significant parallel research activities underway in the USA (USACE) and Netherlands (Rikjswaterstraat) the consultants/consortium will be expected to liaise with key personal involved in these organisations as agreed with the EA Project Manager. The successful consultant/consortium must be able to highlight their network both in the US and the Netherlands and will have a proven track record of working with these countries.

It is likely that the EA will commission an independent peer review of the programme plan, but with a specific focus on tasks 8 & (programme logistics and experimental design. The consultant/consortium need to anticipate the need to interface with and respond to this peer review.

To identify possible case study sites and funding sources the consultant/consortium must actively engage with EA Area Teams and Head Office Asset Management and Allocation Teams as well as the wider Reservoir Safety community and other infrastructure owners. The consultant/consortium will help manage both the Project Board and Project Advisory Group (as discussed below) preparing and issuing meeting agendas and meeting minutes as agreed with the EA project manager. Excellent project management and communication skills is essential. A senior consultant project manager must be assigned to these responsibilities.

All written outputs will be written in accordance with the Environment Agency style guide. The final output documents will be technically edited and proof read in accordance with the procedures and time frame of the Evidence publishing team. Technical edits will be reviewed by the successful consultant/consortia to ensure the editing hasn’t changed the scientific content and meaning.

# Requirements of the programme

## **Programme**

The aim is to commence Phase 1 in October 2016 and complete by July 2017.

The below shows our initial timing estimates against the key milestones of the contract. These are indicative only and will need to be further confirmed following more detailed scope development.

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description**  | **Estimated Delivery date** |
| **1** | **Project initiation report** | **2 weeks from start of contract** |
| 2 | Vision statement and logo | End of month 1 |
| 3 | Project collaborative space and website | End of month 1 |
| 4 | State of knowledge and gap analysis  | End of month 5 |
| 5 | Business case | End of month 7 |
| **6** | **Programme plan** | End of month 9 |
| 7 | Submission of draft Peer review journal article | End of month 9 |

The Consultant shall provide a detailed Stage 1 project in Microsoft project format version 2003 standard meeting all requirements of Cl.31 of the *Conditions of Contract*. A baseline plan shall be provided for the project start up meeting and this must be updated monthly for progress meetings with actual and forecast progress against the baseline.

The programme must cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the reporting and dissemination.

**PART 8 – Pricing Schedule**

Please refer to Appendix A. Please complete using pricing schedule template provided

Payment schedule and terms will be confirmed upon award of contract.

Costs are to be fixed for the duration of the contract and should exclude VAT.

All costs must be outlined, any costs not included will not be paid by the Environment Agency.

**Expenses**

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.

**PART 9 – Instruction for Tender Return**

Tenders should be returned via the Bravo Solutions portal as detailed at the beginning of the tender pack and should include the following:

Responses to the Quality criteria (including CVs and any other attachments)

Payments Schedule

Pricing Schedule

Confirmation of your acceptance of the Terms and Conditions (part 10). Any request for amendments to the terms and conditions must be included in your tender submission. We will not accept request for amendments after this stage.

IPR prior rights schedule

Gantt chart

**PART 10 – Conditions of Contract – Research and Development**

The Environment Agency’s Services Conditions of Contract – Research and Development will be used.

Any requests to change the terms must be submitted with your tender response – we will not accept them at a later stage.

**PART 11 – Additional Terms and Conditions**

### **Consortium / Subcontracting**

The contract will be with the lead supplier (of a supply chain or consortium) or consortium of suppliers (where legally recognised), who will demonstrate that they have assembled the necessary skills to provide the services. All documents must be completed and submitted by a single lead contact.

Notwithstanding our approval, the lead supplier shall at all times remain responsible for the provision of the service; for all acts and omissions of its sub-contractors/consortium members and the acts and omissions of those employed or engaged by the sub-contractors / consortium members as if they were its own.

The lead supplier shall not substitute or remove a sub-contractor or consortium member or appoint an additional sub-contractor or consortium member without our approval, such approval shall not be unreasonably withheld or delayed.

Your tender must clearly identify in response to any evaluation question when you are relying on a subcontractor or consortium member, their name and explain their role as the context of the question requires.

The management of any subcontractor or consortium member will be the responsibility of the lead supplier, including payment.

The lead supplier must ensure that all terms and conditions of this tender and the resulting contract will be incorporated in any subcontract or consortium agreement for the delivery of the services. This will include health and safety, diversity and environmental considerations.

**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.

**Data Protection Act 1998**

For the purposes of the Act the Environment Agency is the data controller.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be **held and destroyed within two years** of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within six years of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to any one outside the Agency without the consent of the data subject, unless the Agency is required by law to make such disclosures.

These provisions will apply to any person provided by yourselves to do work for us in addition or substitution after the contract has been awarded.

### **Copyright and Confidentiality**

Unless otherwise indicated, the copyright in all of the Documentation belongs to the Agency, and the Documentation is to be returned to the Agency 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 tender. 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 the Agency at the address given in the covering letter. No liability will be accepted by the 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, the Agency may clarify, amend or add to the documentation. A copy of each instruction will be issued by the Agency 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 will be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements of the Tender Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact the Agency in accordance with the details in the covering letter.

### **Environmental and Sustainability Considerations**

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

e:Mission

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, e:Mission, to take us through to 2020, building on these successes and widening our ambition.

*Supply chain*

Our 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.

### **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>

**Intellectual Property**

If you need to give us access to your intellectual property (Prior Rights) in order for the contract to be carried out, please complete the Prior Rights Schedule and ensure that you:

1. Disclose any costs associated with the use of the Prior Rights (either within the contract or to enable us to use and exploit the Results) which we are expected to bear. Costs not disclosed will not be accepted by us.
2. Disclose any restrictions on the use imposed by the owner of the rights or under your licence to use the rights.

Please also indicate if there are any Prior Rights belonging to us, which you require access for this project. The consultant is required to update the Prior Rights Schedule during the contract as Prior Rights are identified for introduction to the contract.

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

**Payment**

We will raise a purchase order to cover the cost of the services, to be issued to the awarded supplier following contract award.

The contractor will issue invoices based on the Payment Schedule. Before the invoice is issued, a draft invoice must be emailed in advance to the Contract Manager for approval.

**Health and Safety considerations in the delivery of projects**

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.

Tenderers are to detail the approach that will be taken for health and safety risk assessments when delivering projects, your response should also include a sample risk assessment.

**HMG Baseline Personal Security Standards**

As a non-departmental public body the Environment Agency are required to comply with the Government's Baseline Personnel Security Standard (BPSS). The BPSS covers verification of: identity, nationality and immigration status (entitlement to work), employment history, and criminal records (unspent convictions).

Members of staff, temporary staff, contractors or consultants that have access to Environment Agency IT systems and or files in our offices where sensitive data may be stored will need to be security cleared prior to working on our premises.

**Freedom of information Act**

The Environment Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to us may need to be disclosed by us in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender, or any other information that you have submitted, is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the Agency should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

**Tax**

The Contractor shall, and shall procure that any subcontractor or consortium member shall, make any payment to any relevant Government Department or Agency, Local Authority, or regulatory or professional body of any taxes, duties, charges, fees or other payments required to be made by the Contractor, or any subcontractor or consortium member in respect of the provision of the Services (in particular, any Income and/or Corporation Tax, Value Added Tax and National Insurance Contributions) and shall indemnify the Authority in respect of any costs, expenses or charges incurred by, or penalties imposed upon, the Authority resulting from any claims, demands or proceedings against the Authority, in respect of any non payment by the Contractor, or any subcontractor of such taxes, duties, charges, fees or other payments.

The Authority shall be entitled to notify the relevant Government Department or Agency, Local Authority, regulatory, or professional body of any payment made to the Contractor or any subcontractor or consortium member in respect of the provision by the Contractor or any subcontractor or consortium member of the Services.

End of document.

1. [Sources of potential data for inclusion should include the European ICOLD working group on internal erosion, the European FloodProBE project, the USACE (Vicksburg) and the USDA HERU at Stillwater, Oklahoma]. [↑](#footnote-ref-1)