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Our ref: 29159
Date: 29/10/2020

Dear Sir/Madam

Award of contract for the supply of Asset Inspection Accreditation on behalf of Environment Agency

Following your tender for the supply of Asset Inspection Accreditation to Environment Agency, we are pleased to award this contract to you.

This letter (Award Letter) and the Conditions of Contract-Services set out the terms of the contract between Environment Agency as the Authority and JBA Consultancy Ltd as the Contractor for the provision of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED] Within [10] working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The [Authority] would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of JBA Consulting Ltd within [7] days by Friday 6 November 2020.

Yours faithfully,



Defra Group Commercial

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.



**Environment
Agency**

Conditions of Contract Services

October 2020

Conditions of Contract - Services

Ref: 29159

Title: Visual Asset Inspections Accreditation

Index

1.	DEFINITIONS.....
2.	PRECEDENCE.....
3.	CONTRACT SUPERVISOR.....
4.	THE SERVICES.....
5.	ASSIGNMENT.....
6.	CONTRACT PERIOD.....
7.	PROPERTY.....
8.	MATERIALS.....
9.	SECURITY.....
10.	VARIATIONS.....
11.	EXTENSIONS OF TIME.....
12.	DEFAULT.....
13.	TERMINATION.....
14.	DETERMINATION.....
15.	INDEMNITY.....
16.	LIMIT OF CONTRACTOR'S LIABILITY.....
17.	INSURANCE.....
18.	PREVENTION OF FRAUD AND CORRUPTION.....
19.	MONITORING AND AUDIT.....
20.	CONTRACT PRICE.....
21.	INVOICING AND PAYMENT.....
22.	INTELLECTUAL PROPERTY RIGHTS.....
23.	WARRANTY.....
24.	STATUTORY REQUIREMENTS.....
25.	ENVIRONMENT, SUSTAINABILITY AND DIVERSITY.....
26.	PUBLICITY.....
27.	LAW.....
28.	WAIVER.....
29.	ENFORCEABILITY AND SURVIVORSHIP.....
30.	DISPUTE RESOLUTION.....
31.	GENERAL.....
32.	FREEDOM OF INFORMATION.....
33.	DATA PROTECTION.....
34.	CANCELLATION TERMS.....

Appendix to Conditions of Service

Appendix 1 – Specification

Appendix 2 – Pricing Schedule

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1) DEFINITIONS

1.1 In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

Agency

The Environment Agency, its successors and assigns.

Agency Property

All property issued or made available for use by the Agency to the Contractor in connection with the Contract.

The Appendix

The Appendix to these Conditions.

The Contract

These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

The Contractor

The person, firm company or body who undertakes to supply the Services to the Agency as defined in the Contract.

Contract Period

- a. The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services.

Contractor Personnel

- b. means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of

any sub-contractor engaged in the performance of its obligations under this Contract

Contract Price

The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the services.

Contract Supervisor

Any duly authorised representative of the Agency notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

Contracting Authority

means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

Data Protection Legislation

means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy

Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service

marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

Law

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

1.2fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;

1.2.1First class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

Permission

Express permission given in writing before the act being permitted.

Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

Regulations

Means the Public Contract Regulations 2015 (SI 2015/102) as amended.

1.3 Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

1.4 All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.

1.5 Any reference in these Conditions to a statutory provision will include all subsequent modifications.

1.6 All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2 PRECEDENCE

2.1 To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

2.2 Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;

2.3 Specification;

2.4 Pricing Schedule;

2.5 Drawings, maps or other diagrams.

3 CONTRACT SUPERVISOR

3.1 The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4 THE SERVICES

4.1 The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

4.2 The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5 ASSIGNMENT

5.1 The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.

5.2 Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.

5.3 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract

6 CONTRACT PERIOD

6.1 The Contractor shall perform the Services within the time stated in the Appendix, subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.)

7 PROPERTY

7.1 All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.

7.2 The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.

7.3 On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

8 MATERIALS

8.1 The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.

8.2 The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9 SECURITY

9.1 The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.

9.2 This Condition shall not prejudice the Agency's rights under Condition 15.

10 VARIATIONS

10.1 The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

10.2 The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

10.3 Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

10.4 The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

10.5 No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.

10.6 The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

10.6.1 any Contracting Authority; or

10.6.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or

10.6.3 any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

10.7 Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11 EXTENSIONS OF TIME

11.1 Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.1.1 in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

11.1.2 in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

11.2 No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

11.3 Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 and 14.

12 DEFAULT

12.1 The Contractor shall be in default if he:

12.1.1 fails to perform the Contract with due skill, care, diligence and timeliness;

12.1.2 refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

12.1.3 is in breach of the Contract.

12.2 Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

12.3 If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13 TERMINATION

13.1 The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

13.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.

13.1.2 becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

13.2 'Termination under the Regulations'

13.3 The Agency may terminate the Contract on written Notice to the Contractor if:

13.3.1 the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

13.3.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or

13.3.3 The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the

Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

14 DETERMINATION

14.1 Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

14.2 The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.

14.3 The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15 INDEMNITY

15.1 Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1 death or injury to any person;

15.1.2 loss or damage to any property excluding indirect and consequential loss;

15.1.3 infringement of third party Intellectual Property Rights

15.1.4 which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

15.2 This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or its staff.

16 LIMIT OF CONTRACTOR'S LIABILITY

16.1 The limit of the Contractor's liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

16.1.1 the sum stated in the Appendix ;

16.1.2 if no sum is stated, the Contract Price or five million pounds whichever is the greater.

17 INSURANCE

17.1 The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions . If no sum is stated, the value insured shall be £5M (five million pounds.)

17.2 If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

17.3 The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor's staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

18.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or

18.3.2 recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.

18.4 The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

19 MONITORING AND AUDIT

19.1 The Contract Supervisor may inspect and examine the Services being carried out on the Agency's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

20 CONTRACT PRICE

20.1 The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).

20.2 In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21 INVOICING AND PAYMENT

21.1 Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

21.2 If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.

21.3 If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

22 INTELLECTUAL PROPERTY RIGHTS

22.1 All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in the Prior Right Schedule to this contract.

22.2 All Results shall be the property of the Agency.

22.3 The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

22.3.1 Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

22.3.2 assigns to the Agency all Resulting Rights

22.3.3 grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

22.4 The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.

22.5 The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.

22.6 The Contractor warrants to the Agency that the performance of the Services, the Contractor's Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

22.7 If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.

22.8 The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.9 The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.

22.10 The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

23 WARRANTY

23.1 The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

24 STATUTORY REQUIREMENTS

24.1 The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

25 ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

25.1 The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

25.2 The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

25.2.1 comply with the provisions of the Modern Slavery Act 2015;

25.2.2 pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and

25.2.3 Implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

25.3 The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

25.3.1 eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

25.3.2 advances equality of opportunity between people who share a protected characteristic and those who do not; and

25.3.3 fosters good relations between people who share a protected characteristic and those who do not.

26 PUBLICITY

26.1 The Contractor shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission of the Contract Supervisor.

27 LAW

27.1 This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

28 WAIVER

28.1 No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.

28.2 No waiver by the Agency shall be effective unless made in writing.

28.3 No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

29 ENFORCEABILITY AND SURVIVORSHIP

29.1 If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

29.1.1 The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

30 DISPUTE RESOLUTION

30.1 All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.

30.2 If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be

referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

30.3 If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

30.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

30.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

30.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

30.7 Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

31 GENERAL

31.1 Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

31.2 The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on

the basis of any representations that are not expressly contained in the Contract.

32 FREEDOM OF INFORMATION ACT

32.1 The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) (Regulations').

32.2 The Contractor agrees that:

32.2.1 All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

32.2.2 The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

32.3 If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

33 DATA PROTECTION

33.1 In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.

34 CANCELLATION TERMS

34.1 The Contractor will work in Partnership with the Environment Agency and be flexible with the regards to the postponement or cancellation of the services offered under this contract

1.7 The Environment Agency will not pay charges for making changes or postponements to elements of the contract other than:

- Field Assessment
- Reaccreditation
- Pre-booked additional services where the Day Rate Charges are being used.

1.8 The Environment Agency will not pay any cancellation charges for Field Assessments, Reaccreditations or Pre-booked additional services cancelled up to four weeks (20 working days) before the confirmed date booked. We will try to reschedule any booking made.

1.9 In the event that Field Assessments, Reaccreditations or Pre-Booked Additional Services are cancelled less than four weeks before the course date, the Contractor will endeavour to reschedule the booking without incurring any additional costs for the Environment Agency. Where this is not possible, the following cancellation fee schedule shall apply:

Time before course date	Percentage of Field Assessment / Delivery price paid
Between 3 - 4 weeks	10%
Between 2 - 3 weeks	25%
Between 1 - 2 weeks	50%
Less than 1 week	100%

1.9.1 For clarity these costs will be based on the amounts quoted in the original Tender submission under the headers "Day Rate Charges", "New Inspector Training / Accreditation, Field Assessment and Experience Logs" and "Reaccreditation"

1.9.2 Area Operations teams have an important role in responding to incidents. As a result, Field Assessment, Reaccreditations and Pre-Booked additional services may have to be cancelled at short notice if an incident occurs. In addition, Field Assessments, Reaccreditation and Pre-Booked additional services may have to be cancelled at short notice where the Environment Agency has significant concerns regarding the safe delivery of a course. In these instances, The Environment Agency will not pay cancellation charges except for


reasonable out of pocket expenses - for example, if a trainer has set off to site and incurs non-refundable expenses for accommodation or travel. These would be verified (e.g. by production of a dated receipt) and agreed with the Environment Agency's Contract Manager.

34.6 If the Contractor has to cancel a Field Assessment, Reaccreditation or a Pre-Booked additional service at short notice, they will reschedule as soon as possible with no extra charges passed on to the Environment Agency. Where the Environment Agency has incurred costs in this instance - for example, plant hire charges / staff travel costs - the Contractor will offer a discounted price on the rescheduled course as a gesture of goodwill. The value of the discount will be agreed with the Contractor and the Environment Agency's Contract Manager on a case by case basis.

Appendix to Conditions (Services)

Ref: 29159

Title: Visual Asset Inspection Accreditation

		Condition
1	Contract Supervisor 	3
	Address:- Environment Agency Sentinel House Fradley Park Lichfield WS13 8RR	
2	Contractor JBA Consulting 1 Broughton Place Old Lane Broughton Skipton BD23 3AQ	
3	Completion Contract Start Date 04 January 2021 Contract End Date 06 January 2025	6
4	Delivery Address:-	11
5	Insurance	17

Professional Indemnity Min. Cover	£5 million
Third Party Minimum Cover	£5 million
Public Liability Min. Cover	£5 million

6 Limit on Liability

16

Limit on Contractors Liability £5 million

APPENDIX 1 – Specification

Background to the Requirement

We are the Environment Agency (EA). We help people and wildlife adapt to climate change and reduce its impacts, including flooding, drought, sea level rise and coastal erosion. We improve the quality of our water, land and air by tackling pollution. We are an executive non-departmental Government body, who work as part of the Defra group (Department for Environment, Food & Rural Affairs). Further information about us can be found online at <https://www.gov.uk/government/organisations/environment-agency/about>.

The EA is a Category 1 responder under the Civil Contingencies Act 2004. This means we have a legal obligation to prepare for emergencies and that we are at the core of the multi-agency response to major incidents.

The EA aims to become an industry leading asset management organisation across all of its departments. At the moment, there are differences in how our departments approach asset management. This contract relates to three departments who help us fulfil our responsibilities across England; however, it could be extended to cover other departments in the future, as their asset management processes become more developed.

The three departments are Flood & Coastal Risk Management (FCRM), Water, Land & Biodiversity (WLB) and Navigation. Further information on their responsibilities is given below, but briefly, FCRM manage flood risk, WLB manage the water environment and Navigation support amenity use of waterways. They each use a wide variety of operational assets, which are also described in more detail below.

To be an effective and efficient assets manager we require staff working for, or on behalf of, us to have suitable skills, knowledge and experience. A key role contributing to the management of our 'fixed', not Mechanical, Electrical Instrumentation, Control and Automation (MEICA), assets is undertaken by externally accredited, Asset Inspectors (AIs). AIs visit our assets and visually assess their condition.

Our existing contract for the accreditation of our AIs is expiring. We are undertaking a procurement exercise to find a contractor to continue to provide these services by delivering our own course and assessment process. Additionally, there is the potential for further work to assist the EA in developing the course and providing technical advice. Further information on our requirements can be found in the Scope section.

Operational Departments

The three departments described below are existing users of accredited AIs; however, other EA departments are likely to begin to use accredited AIs as they develop their asset management systems.

- **FCRM**

The EA is the principal FCRM Risk Management Authority in England. We own, operate, maintain and inspect assets required for us to manage flood risk from main rivers, reservoirs, estuaries and the sea. Many of these assets are third-party or privately owned, however, we have permissive legal powers allowing us to operate and maintain them. Our legal powers are set out in the Water Resources Act 1991 and the Flood and Water Management Act 2010.

There are approximately 250,000 FCRM assets. These include control gates, tidal barriers, floodwalls, beach structures, embankments, penstocks, culverts, outfalls, screens and weirs. We undertake approximately 115,000 visual asset inspections each year.

- **WLB**

WLB assets provide an integrated water management and monitoring service to the public. They also protect the environment and people from pollution, manage prolonged dry weather and enable fish migration.

Asset complex types amount to approximately 12,000 gauging weirs, groundwater, water level and rainfall monitoring sites, 300 water resource management assets, 150 fish passes and 20 water transfer schemes. With a combined number of individual assets exceeding 110,000.

- **Navigation**

Navigation assets support the safe amenity enjoyment of waterways. There are three main areas where the Environment Agency runs operational Navigation - Thames, Anglian and Kent and South London. All areas regularly inspect their assets to assess for overall condition and look for defects. Each area has a different approach to inspecting their assets.

There are 2500 assets across our operational Navigation Areas including locks, moorings, weirs, sluices and bridges.

Asset Management at the EA

We have made modernising asset management and becoming an internationally recognised leader in asset management one of our top priorities. A key milestone for us was achieving ISO 55001 certification for the way we manage our FCRM assets. We are expanding our learning and ways of working from this to our asset management in WLB, Navigation and other departments within the EA.

Our FCRM asset management system model (Figure 1) is based on the Institute Asset Management's (IAM's) conceptual model and covers the full asset management lifecycle. It has 6 categories – organisation and people, strategy and planning, decision-making, lifecycle delivery, data and information, and risk and review and 15 sub-categories, as shown on the diagram. From this, it can be seen that Condition Assessment (sub-category 8 within Lifecycle Delivery) is a key stage of the asset management life-cycle.

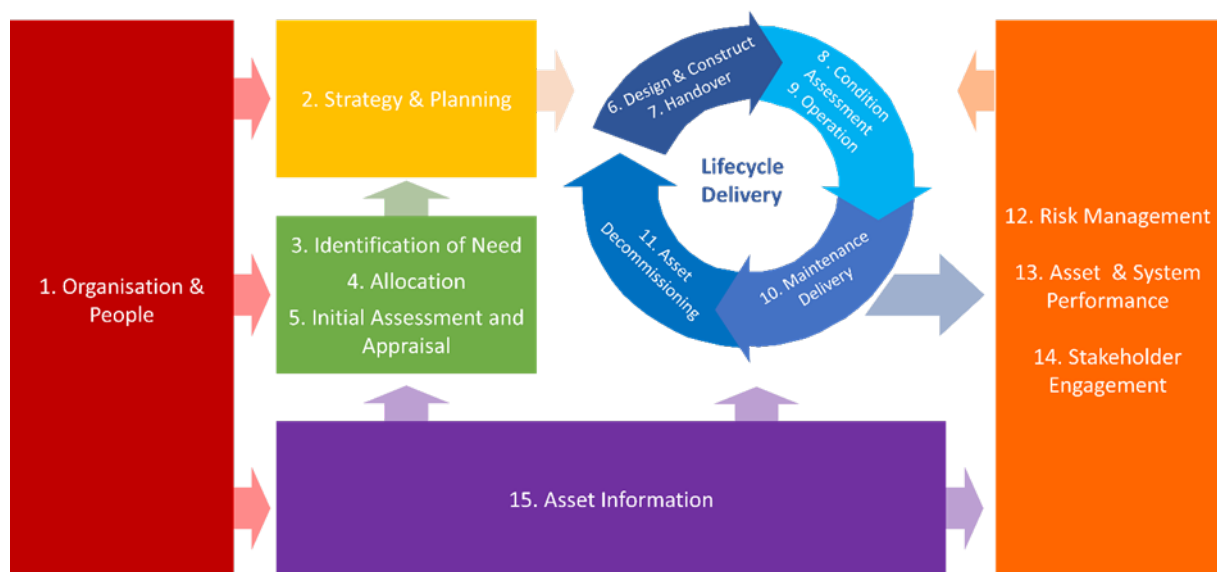


Figure 1: EA FCRM asset management system model

- **Condition Assessment**

We use our knowledge of our asset's condition to target resources to areas at highest risk and provide evidence for our funding bids to Defra.

The first step we take when assessing the condition of our assets is to carry out a visual inspection. Only accredited AIs can visually inspect our assets. To become accredited and maintain their accreditation, AIs must pass our own course. To ensure independence and impartiality we use an external contractor to assess if the candidate has achieved the required level of skill and knowledge to pass the course.

AIs do not inspect the many items of specialist MEICA equipment in use at our operational sites; however, they do inspect assets with MEICA elements. The condition assessment of MEICA assets is carried out by suitably qualified and experienced engineers, using different methods.

- **Visual Asset Inspection**

The frequency with which we undertake 'scheduled' inspections is risk based, depending on the consequence and probability of asset failure. Scheduled frequencies can vary from six to 60 months. We also undertake 'ad-hoc' inspections, this could be following a flooding incident where the asset may have been loaded, or after remedial works have been undertaken.

Our assets are often remotely located, so AIs must safely plan their inspection before making their site visit. During the inspection, the AI will assess the condition of the asset's visible elements, which it requires to function as designed. For example, some of the elements forming a weir asset could be the crest, front face and right and left bank walls. Each of these elements is assigned a 'weighting' (from 1 to 9) depending on its criticality to the overall function of the asset.

AIs use the EA's Condition Assessment Manual (CAM) to help them decide what Condition Grade (CG) to apply to each element. CGs range from 1-Very Good, to 5-Very Poor. The CAM contains examples of assets at each CG along with general information. An extract for a weir with a CG of 1-Very Good, is shown in Figure 2.

AIs record the results of their assessment in a bespoke EA application on their iPad, along with relevant comments and observations. The element's CGs and associated weightings are used to calculate an overall asset CG. The CG is compared to the asset's pre-determined target CG. If it is below the target CG, we carry out further work to determine if the visual assessment is a true reflection of the assets condition and if necessary, undertake remedial works to bring the asset back up to its target CG.

Occasionally, AIs cannot grade an element because it is not visible, for example, it could be the inside of a culvert or underwater in a tidal area. AIs must record this on their iPad as an 'Element Not Inspected' (ENI). If, on subsequent inspections, the element remains ENI, the overall calculated CG is lowered until further analysis is carried out.

There are certain circumstances when an AI may need to 'Manually Override' the calculated overall CG. This could be when a critical element is in a very poor condition, but the overall calculated CG does not reflect the severity.

AIs are also required to report 'defects' on their iPad. For example, they may notice maintenance work, such as debris clearance or mowing, is needed.

Weirs

Condition 1: Very Good

General: Cosmetic defects that will have no effect on performance



Specific description: Weir crest horizontal. Weir and wing-walls stable, no erosion to channel at ends of training walls.

Key features: Crest, apron and wing-walls free from cracks, erosion or other damage. Uniform flow over crest. No build up of silt on upstream face. No erosion around the sides of the structure, or evidence of leaching.

Figure 2: CAM extract showing a weir at CG 1

- **Differences between Departments**

As part of our continually evolving approach to asset management, we are standardising our asset management across departments and geographical areas. At this point in time, there are some differences between the tools and processes FCRM, WLB and Navigation use to inspect their assets.

- The CAM is FCRM focussed: Navigation use it in its existing format but are developing their own element and weightings guidance, they may make amendments to the CAM in the future; and WLB are developing their own CAM and weightings guidance which will be available to use in early 2021.
- FCRM, WLB and Navigation all use different EA asset management IT systems. However, all these systems are being incorporated into one; the Asset Information System: Operation & Maintenance (AIMS: OM). The result will be a new, bespoke, mobile app for AIs to record their assessments and defects in. FCRM will begin to use AIMS: OM in early 2021 and WLB and Navigation in late 2021. AIMS: OM will result in some changes to the current terminology used. Any training in how to use the new software will be provided by the EA.

Aims and Objectives

The overall aim of this contract is to ensure AIs working for, or on behalf of the EA or our supply chain, can competently, consistently and safely undertake visual inspections of EA assets.

To demonstrate their ability to inspect assets, AIs must pass the course stages detailed in the following sections. It is the Contractor's role to assess if an AI has achieved the required level of knowledge and competency to pass and therefore become an accredited AI.

Most of the knowledge candidates need to become an accredited AIs is gained through self-learning, mentoring by colleagues and practice.

The key skills and knowledge the Contractor will need to assess if an AI possesses and can apply when inspecting are:

- Planning and undertaking inspections that ensure the health, safety and wellbeing of themselves and others.
- The meaning of the terms 'scheduled' and 'ad-hoc' in relation to inspection frequency.
- Consistent use of the Condition Assessment Manual (CAM) in the field.
- Knowledge of element 'weightings' and their influence on an asset's overall Condition Grade (CG).
- Correct use of 'Element Not Inspected' (ENI).
- Correct use of 'Manual Override'.
- How to make relevant comments and recommendations during inspections.
- What constitutes a 'Defect' and when to report them.

Scope

This contract is for providing the EA's visual asset inspector accreditation course. There is the potential for further work to assist the EA in developing the course and providing additional technical advice.

The course consists of various stages candidates must pass to become accredited AIs. Accreditation can be achieved either as a new accreditation, which every candidate must achieve for their first accreditation, or a reaccreditation, which is required for every subsequent accreditation within five years of their last accreditation.

Anticipated numbers of candidates who are likely to require accreditation and/or reaccreditation during the contract period are provide in the following sections. There is no guarantee of the number of candidates, or that any course development or technical advice will be required by the EA.

- **Contract Length**

The contract term is four years, with the option of extending it for a further two years, in one year parts.

The Contractor shall be ready to provide the services stated in this Scope within 10 weeks of the contract commencement date. This implementation period will allow the Contractor to: work with the EA to gain further knowledge about the course; implement booking and payment processes with SSCL; accept potential bookings for assessments, which will take place after the 10 week period; and begin discussion of potential developments.

- **Contract Managers**

This contract shall be managed on behalf of the EA by:

[REDACTED]

The EA reserve the right to change their Contract Manager and will make the Contractor aware of this in writing.

From time-to-time, the EA Contract Manager may recommend a representative to liaise with the Contractor on their behalf; however, the named EA Contract Manager shall be included in any correspondence.

The EA Contract Manager may attend some of the reaccreditations or assessments.

From the contract commencement date, the Contractor shall appoint their own Contract Manager. This role will be included in the list of key personnel detailed in the above section on 'Required Skills of the Contractor's Personnel' and within the Contract's Terms and Conditions. The Contractor shall obtain written confirmation from the EA Contract Manger if they wish to change this person once the contract has commenced.

The Contractor's Contact Manager shall take part in quarterly update meetings with the EA Contract Manager; these can be via any pre-agreed method. These meetings will be used to discuss how the provided services are performing against the contract, on-going issues and candidate feedback.

- **Geographical Requirements for Course Provision**

A map showing the geographical spread and approximate numbers of accredited FCRM, WLB and Navigation AIs is shown in Figure 3.

The Contractor shall provide the course as and where requested by the EA. This will include making site visits to AIs at their local office and in the field.

It is anticipated EA premises will be available for any parts of the course requiring the use of an indoor area. Where EA premises are not suitable and/or available, the EA will book an alternative venue. The Contractor shall not use non-EA premises without written agreement from the EA.

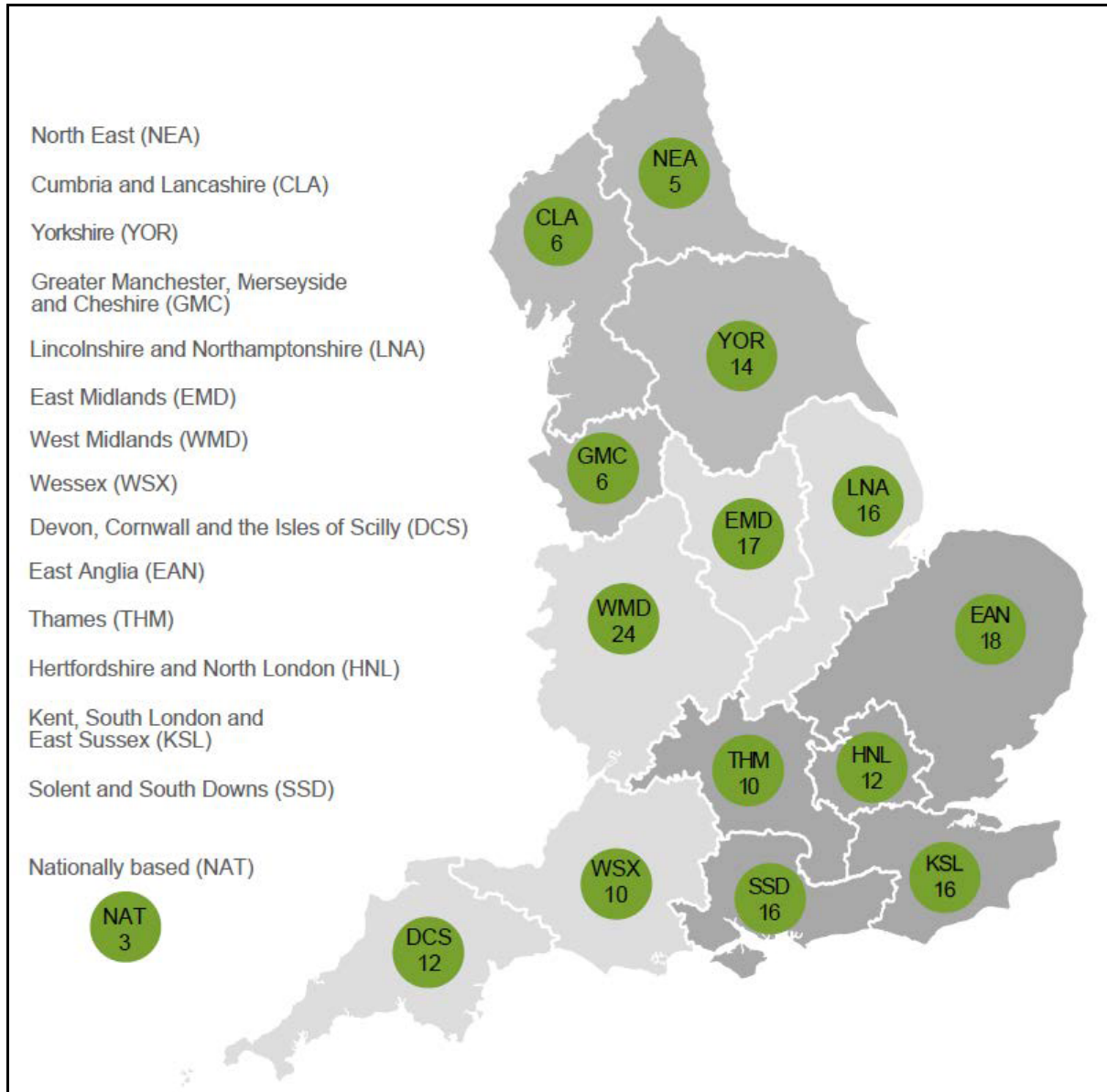


Figure 3: Approximate number of and geographical spread of AIs

- **Audience**

The Contractor shall provide the course as and when requested by the EA. This will usually be for EA employees, but could also be for employees of the EA's partners or supply chain.

The course may be requested by other Defra departments, however, at this time none have been identified.

- **Course Demand**

Table 1 and Table 2 show anticipated numbers requiring a new accreditation, or a reaccreditation over the contract length.

Numbers could increase, or decrease and the Contractor shall have the ability to adjust their capacity as required.

New accreditations are counted as individuals because they are booked on an individual, ad-hoc basis.

Reaccreditations are based on a four year rolling programme. They are undertaken in groups, of no more than three candidates per assessor, from within the same geographical area. There are usually between four and five areas per year. Further detail on the reaccreditation process is in Section 3.1.

Table 1: Anticipated numbers of individuals requiring a new accreditation

Calendar year	Individuals for new accreditations
2021	35
2022	35
2023	30
2024	30

Table 2: Anticipated numbers of individuals requiring reaccreditation

Calendar year	Individuals for reaccreditation
2021	35
2022	35
2023	40
2024	40

- **Additional Contractor Capacity**

Due to operational necessities, such as incident response, the EA may potentially request the Contractor to provide a number of new accreditations at short notice. This could be in groups as 'bulk' training of EA employees, or persons from the EA's supply chain, EA partners or the military.

This work may not be required during the contract term, however, the Contractor shall have the ability to adapt the course and provide it at short notice to bulk numbers of candidates if requested.

On a case-by-case basis, the Contractor should be willing to work with the EA to identify reasonable adjustments to reduce their costs for providing the course to bulk groups. This shall be based on the costs, numbers and locations of candidates, against the prices agreed for providing accreditations on Contract Award.

- **Required Skills of the Contractor's Key Personnel**

As part of the tender submission include the CVs for the three key personnel roles required for this contract. As a minimum, there should be one Contract Manager, four candidate assessors and four technical advisors. The roles of the assessors and advisors can be interchangeable, so between five and nine CVs should be included.

To avoid potential bias, **please do not include names or other identifying personal attributes** within the CVs or your answers to the Quality evaluation questions. Please refer to your key personnel by either role, or role and a sequential number, for specific key personnel. E.g. 'Contract Manager', 'Candidate Assessor' or 'Technical Advisor 3'.

The Contractor shall use personnel who have relevant experience, qualifications and professional memberships (e.g. ICE, CIWEM, and IAM), related to:

- All stages of the asset management system model, with a particular focus on the condition assessment of assets similar to those described in this contract;
- Civil engineering;
- FCRM, Navigation and Environmental sectors;
- Teaching, coaching and facilitation of training to similar target audiences;
- Teaching, coaching and facilitation of similar technical training materials;
- Accrediting and certifying candidate's achievements.

The Contractor's Contract Manager role is detailed above, in the '**Contract Mangers**' section and in addition to requirements for the assessor or advisor role, they shall have appropriate contractual; and management skills.

The Contractor shall inform the EA Contract Manager if they wish to make changes to their key persons. The alternative personnel shall possess equivalent skills, knowledge and experience. No changes are to be made until the EA Contract Manager has agreed them in writing.

- **Course Administration**

Shared Services Connected Ltd (SSCL) provide financial services to the EA. The EA's Learning and Development department (L&D) manage the EA's overall training portfolio and budget. Both these groups will assist the EA and Contractor's Contract Manager with administering the contract. This includes, but is not limited to:

- Scheduling courses,
- Booking rooms,
- Raising purchase orders,
- Sending joining instructions to candidates, and
- Tracking delegate attendance.

Candidates requiring a new accreditation will enrol onto the course via the EA's learning management system (the Learning Zone, LZ). SSCL will raise a purchase order for the work and contact the Contractor to ask for dates when they will be able to provide the services required for a new accreditation. The Contractor will need to inform SSCL of the results following two of the assessed stages required for a new accreditation. Further details on the Contractor's input can be found in Section 3.1.2.

For the group reaccreditations, the Contractor will be provided with a timetable of the approximate month and year each EA area will require a reaccreditation. At the start of each year, the EA Contract Manager will confirm the areas for reaccreditation with the Contractor and ask for dates they will be able to undertake them. Candidates will enrol via the LZ and the Contractor will be provided with candidate numbers four weeks ahead of the agreed date. SSCL will book any necessary venues. Once the reaccreditation process is complete, the Contractor shall contact SSCL to inform them of the result. Further details on the Contractor's input can be found in Section 3.1.2.

The Contractor shall only accept bookings for new accreditations or reaccreditations made via SSCL or the EA Contract Manager, not via routes including direct contact from candidates or their Team Leaders etc.

- **Payment and Costs**

The Contractor will be paid the rates agreed in the Pricing Schedule (Appendix A).

There is more than one stage to a new accreditation and the Contractor will need to invoice in two parts (25% and 75%) to be paid, only after the applicable stage of the course has been completed by the candidate and SSCL have been informed of the results.

Reaccreditations will be paid for once the work has been completed and SSCL have been informed of the results. The maximum number of candidates who can be assessed for reaccreditation at one time is three per assessor. If there are, more than three in an area the Contractor shall provide two assessors, or spread the assessment over two days with one assessor.

If a candidate fails an assessed part of the course, they will need to retake it. See Section 3.1.2 and the Pricing Schedule for further details on which parts of the course this applies to and how many times they can be re-taken. The number of times a candidate would be eligible to re-take an assessment aligns to internal EA management.

If required and a price has been agreed, payment for course developments and bulk training will be paid for on an ad-hoc basis.

All contract management and administration costs should be included in the Prices quoted in the Pricing Schedule.

- **Cancellations**

Occasionally, such as for the EA's incident response work, it may be necessary for the EA or individual candidates to cancel parts of the course at short notice. Clause 34 of the contract's Terms and Conditions contain the cancellation policy that the Contractor shall adhere to.

- **Contractor Accommodation, Travel and Subsistence**

All expenses (e.g. Accommodation, Travel and Subsistence) costs associated with course delivery should be included within the Prices quoted in the Pricing Schedule, within the response to the tender.

The EA will not accept separate invoices for Contractor Travel and Subsistence costs.

- **Candidate Progress Monitoring**

The course is designed to be flexible, to fit in with candidate's individual capabilities and availability. Indicative timescales for candidates to complete new accreditations are provided in Section 3.1.

The Contractor shall raise any matters of concern about candidates, to the candidate's Team Leader at the earliest opportunity. These could include poor communication and a disregard for the health, safety and welfare of themselves and others.

- **Candidate Feedback and Contractor Performance**

There are two times the Contractor shall request feedback from candidates. Once at the end of a new accreditation and once at the end of a reaccreditation. The feedback shall be a form that can be read, copied and recorded. A feedback summary shall be provided to the EA Contract Manager as part of the quarterly course overview.

If a candidate's feedback highlights significant problems with the course, for example, issues with assessors or course accessibility, the Contractor shall bring this to the attention of the EA Contract Manager at the earliest opportunity.

Candidate feedback will be used to assess Contractor performance. Performance will also be measured against the required timescales for providing candidate assessment reports, as detailed in Section 3.1.

- **Health, Safety and Wellbeing**

The Contractor shall be responsible for the Health, Safety and Wellbeing (HSW) of their representatives (e.g. assessors) during all course stages, including, field visits and travel between sites.

Contractor shall ensure that candidates (H&S&) have the adequate opportunity during field assessments by ensuring there is sufficient time for breaks, subsistence and travel'.

As part of the tender return, the Contractor shall include a generic risk assessment for field assessments. This generic risk assessment could be subject to change, following discussion with the EA, once the Contract Term has commenced.

Prior to visiting specific assets, the Contractor's assessor, candidate and the candidate's Team Leader, or equivalent, will discuss the intended locations for field assessments. The EA will provide as much information as reasonably practicable, including any known site-specific risks, to minimise the HSW risks of both candidates and assessors during field assessments.

Throughout field assessments, the Contractor shall undertake dynamic risk assessments.

NB. The implications of the coronavirus (COVID-19) on any area of contract delivery, including field assessments, must be considered in line with compliance with H&S regulations, as per the Contract's Terms and Conditions.

- **Ownership and Intellectual Property Rights**

The Environment Agency own the current training material and overall course design used to accredit and reaccredit AIs. This material is used for AIs in the EA's FCRM, WLB and Navigation teams.

Any changes to the course made during this contract's term, including but not limited to the overall course design and materials, will be owned by the EA.

The Contractor shall not use any part of the course, its overall design, content and EA guidance or procedures for anything other than at the request of the EA.

Provision of the EA's Accreditation Course

The course was designed by the EA, in collaboration with external technical experts. There are two overarching elements to it, new accreditations and reaccreditations. Further information on the Contractor's role in these is given below.

The EA own the training material and overall course design used to accredit and reaccredit AIs. Full details of the course, including training materials and assessment methods will be shared with the successful supplier for their use under this contract only.

Initially, the course was designed for AIs of FCRM assets only. However, due to changing business needs it is now being used to accredit AIs in our WLB and Navigation departments and could be used by other departments in the future. So far, there has been no significant changes in the course delivery or assessment process for WLB or Navigation AIs. Some amendments are required to tailor the course and it is envisaged the Contractor will work with the EA to include these in the course developments (further details on this is in Section 3.2).

AIs must have passed the EA courses and authorisations listed in Table 3 before undertaking inspections in the field, on their own. They may not have passed all of them before starting an accreditation course.

Table 3: Courses and Authorisations AIs must pass before inspecting in the field alone

Course	Brief content overview
Physical Emergency First Aid at Work	Provides candidates with the basic principles of physical First Aid in the workplace.
Working In or Near Water	Shows candidates skills to recognise and control risks, including injury, illness or drowning. Includes floatation device training.
Lone and Remote Working	Details EA systems used to manage the risk of working alone and/or remotely.
Personal Authorisation (Level 1 Warrant). Includes Hostile Situations and Powers of Entry courses.	Required by all persons entering land/premises on behalf of the EA.

3.1.1 Course Overview

AIs must complete a number of stages to achieve a new (their first) accreditation. To maintain accreditation, for as long as they are undertaking the accredited AI role, they must become reaccredited. This is achieved by taking part in area 'Health Checks' within five years of their last accreditation.

The accreditation and reaccreditation stages of the course are detailed below, although some tailoring may be required for bulk training, training AIs from the EA's supply chain and for training AIs to inspect assets on behalf of different departments.

For a successful accreditation or reaccreditation, the input of three key people is required. These are given in Table 4.

Table 4: Key people required for accreditations and reaccreditations

Person	Role overview
Team Leader , or equivalent, of the candidate.	Ensure candidates have the necessary equipment, availability and prior knowledge before undertaking the course. They also assign a suitable mentor.
Mentor , chosen by the Team Leader.	Provides advice and support to a candidate throughout a new accreditation. They are usually from the candidate's local team and must be an accredited AI who has suitable mentoring skills.
Assessor , from the Contractor's organisation.	Assesses candidates at various stages throughout the course to determine if they have the required skills, knowledge and experience to become an accredited, or reaccredited, AI.

- **New Asset Inspector Accreditation**

This section contains details of the stages a candidate must undertake for a new accreditation.

The stages forming a new accreditation are:

1. **Warm-up call.** The assessor hosts a call between themselves, the candidate, the candidate's Team Leader and the Mentor. During the call, the assessor introduces the course, including its aims, stages and assessment methods.
2. **E-learning.** This is called 'Asset Condition Grading' and is accessed by the candidate via the LZ; it introduces them to the principles of asset inspection and visual condition grading using the CAM. Other EA employees who are not training to become AIs also use this e-learning.
3. **E-assessment.** This must be completed within one month of the warm-up call. On completion of the e-learning, the assessor posts the e-assessment to the candidate on a USB memory stick. The assessment contains 38 digital images of assets that candidates can zoom in on and pan around, before allocating them a condition grade. The candidate posts the USB back to the assessor, who, using a pre-determined mark scheme, decides if they have achieved an unconditional pass, conditional pass or fail and produces an assessment report containing feedback. Candidates can only take the e-assessment a maximum of two times; they can potentially retake again, if it is agreed between the Team Leader, candidate and assessor.
4. **Apprentice.** The candidate shadows their mentor for 10 (not necessarily consecutive) days. They inspect at least 60 assets with a range of types and condition grades. It is the mentor who determines if the candidate should move to the next stage.
5. **Probationer.** Over 1-2 months the candidate leads on approximately 60 inspections. During this time, they prepare an 'Experience Log', which contains details of 20 of the candidate's inspections. If the candidate, mentor and Team Leader agree the report shows the candidate is working to a satisfactory level, they submit them to the Contractor to assess.

6. **Assessment day.** This must take place within four months of the candidate passing the e-assessment and takes a full day per candidate. It is held at both the candidate's local office and in the field. From the Experience Log, the assessor chooses six assets to discuss in detail with the candidate, along with other verbal questioning, in order to ascertain the candidate's level of knowledge. The six assets are then visited and the assessor talks through the candidate's decisions when inspecting them. Following this, the assessor decides if the candidate has achieved an unconditional pass, conditional pass or fail. They then produce an Assessment Report containing feedback. Candidates can only take the assessment day a maximum of two times; they can potentially retake again, if it is agreed between the Team Leader, candidate and assessor.

- **Reaccreditation- Area Health Check**

Within five years of their last accreditation, AIs must undergo a competency check to become reaccredited; this is known as an 'area Health Check'. Health Checks are planned so AIs from within a geographical EA area (see **Figure 3** for these) can discuss their experiences together. This means Health Checks are usually conducted anytime between three, to five years, since an individual AI's last accreditation. There are usually four or five areas requiring Health Checks per year.

Health Check field assessments are undertaken in groups of three, or less, candidates per assessor, i.e. if there are more than three candidates there must be more than one assessor, or the assessment must be spread over more than one day. This does not include the Health Check Workshop.

The stages forming a Health Check are:

1. Individually, AIs submit a **CPD Questionnaire** and **Experience Log** (in the Probationer format but for 10 of their asset inspections), to the assessor.
2. In their groups of three (or less), AIs fill out a **Health Check Questionnaire** and send it to the assessor. The questionnaire provides the assessor with an indication of the group's level of skill, knowledge and experience of asset inspecting.
3. The assessor visits the area and hosts a half-day **Workshop**. As well as the AIs requiring reaccreditation, a small number of additional interested persons will attend. The assessor presents any recent developments in asset inspecting, such as best practice from other areas or updates to guidance and procedures. They then facilitate group discussion based on any recommendations from previous area Health Checks and the latest Health Check questionnaire and Experience Logs.
4. On the same day as the Workshop, the assessor attends a half-day **Field Assessment** with the three AIs requiring reaccreditation. As a group, they visit a selection of assets from their Experience Logs and have group discussions based on the assets. After the visit, the assessor produces an area report on the area's performance, and individual candidate reports, which confirms if the individual AIs have demonstrated the required level of competency to achieve reaccreditation. Candidates can only take the Field Assessment a maximum of two times per reaccreditation; they can potentially retake again, if it is agreed between the Team Leader, candidate and assessor.

3.1.2 Contractor Input for Accreditations and Reaccreditations

To fulfil the requirements of this contract, for **new accreditations**, the Contractor shall:

- Within one week of being contacted by SSCL to register a new accreditation candidate, reply with potential dates for the warm-up call. The dates should all be within four weeks of the registration.
- SSCL will see which of the dates are suitable for the required warm up call's attendees and inform the Contractor. They will also set the dates for completing the e-assessment and assessment day in the LZ for the candidate.
- Host the Warm-up call.
- Post the e-assessment to candidates with a pre-paid return envelope. The e-assessment will be provided to the Contractor upon contract commencement.
- Mark the e-assessment within 10 days of receiving it back and provide the results and feedback to the candidate and team leader in a short feedback report. Marking criteria and example reports will be provided to the Contractor upon contract commencement.
- Inform SSCL the results of the e-assessment, so they can add the results to the LZ. Also inform SSCL of potential dates for the new accreditation assessment day to take place, these should be within four months of e-assessment date. SSCL will liaise with the candidate and inform the Contractor which date is acceptable.
- Invoice the EA for 25% of the overall cost for a new accreditation.
- Review candidate's Probationer Experience Logs.
- Facilitate new accreditation assessment days, including time at the candidates local office work and field visits to assets they inspected for the Experience Logs.
- Produce an Assessment Report containing results and feedback from the new accreditation assessment day.
- Send the Assessment Report to the candidate and Team Leader within one week of the assessment day.
- Reassess part of the Experience Log of candidates who achieve a conditional pass.
- Obtain feedback from the candidate about the new accreditation process.
- Inform SSCL of the candidate's results so they can update the LZ.
- Invoice the EA for the remaining 75% of the overall cost for a new accreditation; this will only be paid once all the above steps are complete.

To fulfil the requirements of this contract, for **reaccreditations (Health Checks)**, the Contractor shall:

- Provide SSCL with potential dates for each area Health Check to take place. SSCL will contact the Contractor in spring of each year with which areas require Health Checks. AIs will enrol on the Health Checks and SSCL will contact the Contractor four weeks before to confirm candidate numbers.
- Review candidate's reaccreditation Experience Logs and CPD Questionnaire. When candidates enrol on the Health Check they will be asked to complete these two documents and send them to the Contractor at least four weeks before the Health Check.
- Review area Health Check Questionnaires. The candidates for reaccreditation will be asked to send this to the Contractor at least four weeks before the Health Check.
- Present office based Health Check workshops; a small number of persons in addition to the AIs requiring reaccreditation will attend.
- Undertake field visits and assessments to assets inspected for the candidate's Experience Logs, in groups of less than three candidates per assessor.
- Assess area and individual's asset inspecting competency. Produce and distribute to relevant persons, within one week of the Health Check, a 2-3 page area report containing information on area performance and assessment reports for each of the candidates who required reaccreditation.
- Obtain feedback about the reaccreditation process from candidates assessed during a Health Check.

- Reassess part of the Experience Log of candidates who achieve a conditional pass.
- Inform SSCL of the candidate's results so they can update the LZ.
- Invoice the EA for the cost of the Health Check; this will only be paid once all the above steps are complete.

Development of the Course and Additional Work

There is the potential that once the Contractor has become familiar with delivering the existing course, the EA will ask them to quote for undertaking consultancy work. This could include:

- Assisting the EA to update the existing e-learning and e-assessment;
- Tailoring elements of the existing course to make it more relevant to WLB and Navigation AIs (and potentially other department's AIs);
- Supporting the EA if they introduce resilience, or more detailed, asset inspections;
- Updating EA technical procedures and guidance; and
- Working with the EA's supply chain.

APPENDIX 2 – Pricing Schedule

	Deliverable	Notes	Costs
New Accreditation	New Inspector Training /Accreditation, up to and including the E-assessment- 1 candidate	Please give costs for all elements of training and accrediting a New Inspector, up to and including the E-assessment. These costs should include for: phone calls (including the Warm Up call); providing and marking the E-assessment; producing the E-assessment report; and any expenses.	
	E-Assessment Retake Costs - 1 candidate	Please give costs for a candidate Retaking the E-Assessment element of the course, including providing and marking the E-Assessment, and producing the E-Assessment report.	
	New Inspector Training / Accreditation, Field Assessment and Experience Logs – 1 candidate.	Please give the cost of the Field Assessment day for one candidate at one full day session, including: prior review of the Experience Logs; undertaking the office and field-based parts of the Assessment day; and any reporting that will directly feed into, or from, the Field Assessment itself. This should also cover the costs of reassessing any Experience Logs of candidates who achieve a 'conditional pass' where appropriate.	
Reaccreditation	Health Check- Reaccreditation Training, Workshop and Field Assessment - up to and including 3 candidates.	Please give costs for all elements of supplying learning / training to enable previously accredited Inspectors to become re-accredited. These costs should include the area Health Check Workshop, reviewing of Candidate Experience Logs, reviewing CPD Questionnaires, reviewing the Health Check Questionnaire and any expenses. It should also include the cost of taking up to 3 candidates out for the Field Assessment to become re-accredited. This would likely take place on the same day as Workshop. This cost should include the follow up report costs for each of the individual candidates and also the area report. This should also cover the costs of reassessing any Experience Logs of candidates who achieve a 'conditional pass' where appropriate.	
	Re-accreditations – additional groups of up to and including 3 candidates	Please give the cost of Reaccreditation for additional sets of up to 3 candidates following the same Workshop as the initial 3 candidates priced above (so the supplier could do multiple reaccreditation assessments following the initial Workshop - possibly the following day or with an additional assessor). This cost should include reviewing candidate Experience Logs, the follow up candidate report costs as well as the field Assessment element for each additional group of up to 3 candidates. This should also cover the costs of reassessing any Experience Logs of candidates who achieve a 'conditional pass' where appropriate.	

Day Rate Charges - Key Personnel	Candidate Assessors	Please provide a day rate charge for ad hoc utilisation of a Candidate Assessor	
	Technical Advisors	Please provide a day rate charge for ad hoc utilisation of a Technical Advisor	
	Admin Rate	Please provide a day rate charge for ad hoc utilisation of administrative staff for development work etc.	

