



## Tender Specification

### Framework contract for support to work at the science policy interface

Ref. No. EEA/SKI/08/004

#### 1. Objective of contract

A key role of the EEA is to provide scientific knowledge, information and data that support policy making at the European and Member State levels. The objective of this contract is to establish a working relation over several years with a service provider in the areas outlined below. This work will contribute to the production of future EEA products and services within the context of the new EEA Strategy 2009-2013, the production and dissemination of the EEA State of the Environment report in 2010; and of the Shared Environmental Information System (SEIS) for Europe.

#### 2. Introduction

A strategic aim of the EEA is to promote better and more widely accepted understanding of the implications of systems science, complexity, multi-causality, uncertainty, and ignorance amongst both policymakers and the public. The purpose of this work is to help support timely, participatory, precautionary, robust and adaptive decision-making on environmental and sustainability issues by governments and other actors. This work will be given higher priority under the new EEA Strategy, 2009-13.

There is growing scientific awareness that many hazards and harm to the planet and to people arise from ecological, environmental, biological and social systems that are more complex, multi-causal and inter-connected than was previously understood. Systems science, non-linear dynamics, threshold phenomena, and recurrent uncertainties are key characteristics of such current environmental and health issues such as: climate change; the four priority diseases and disorders identified in the EU Action Plan on Environment and Health; ecosystems resilience; and biodiversity loss. Timely responses by governments, and increasingly by civil society, to perturbations in such complex ecological, biological and social systems involve taking action on lower strengths of evidence, and sometimes with different types of evidence, (e.g., relevant knowledge, rather than precise data), if the precautionary prevention of harm is the goal.

Such decisions need to be taken in light of a broader base of scientific and other relevant knowledges, which in part is derived from public participation. Such knowledge also includes an increased awareness of the effectiveness and consequences of previous actions, or inactions, on emerging issues and early warnings about environmental and related health impacts.

Public and stakeholder participation is increasingly recognized as an essential component of many of the effective responses to environmental and health hazards, such as: river basin management; strategic impact assessment; climate change adaptation; nature protection; land management; spatial planning and analyses; strategic futures, horizon scanning and transitions development; the demand-side management of transport, water, energy and resource use; and the lay-monitoring of environmental change.

In 2001, the EEA published a report “Late Lessons from Early Warnings: the Precautionary Principle 1896-2000”, [http://reports.eea.europa.eu/environmental\\_issue\\_report\\_2001\\_22/en](http://reports.eea.europa.eu/environmental_issue_report_2001_22/en), in response to the increasing relevance of the precautionary principle to decision making under complexity and uncertainty. The report was well received by an international audience. Over 30.000 copies have been published and several translations have been produced eg in Japan, Germany, Spain, France, Slovenia etc. The main messages of the report have been extensively disseminated and further developed. More specific extensions of the project, such as Volumes II and III of “Late Lessons”, have been under development since 2006.

### 3. Proposed Activities

#### A. Developing approaches and tools to assist decisionmaking under complexity and uncertainty

EEA activities that this contract will support will include, inter alia, helping to implement the "Twelve Late Lessons" from the EEA report on "Late Lessons from Early Warnings: the Precautionary Principle 1896-2000" (EEA, 2001) by:

- Developing further **retrospective analyses** of past environmental decision-making in order to provide a greater knowledge-base from which to identify and implement future policy actions that are timely, robust and adaptive. This will mainly involve extending the Late Lessons from Early Warnings project to embrace further reports and related activities under the new EEA Strategy (see point B below);
- Promoting the **long-term monitoring** of surprise-sensitive parameters so as to better anticipate perturbations in biological and health systems;
- Exploring diverse methods for achieving effective **public participation** in identifying and managing emerging ecological and health issues;
- Exploring the potential to maximise the use of **lay and local knowledge** in hazard and risk assessments;
- Analysing and helping to harmonise more transparent approaches to the **evaluation of scientific and other knowledges**, particularly by scientific advisory committees;
- Helping to improve and simplify the **terminology** used to characterise cause-effect relationships and uncertainties in ecological and biological systems;
- Applying **scenarios, horizon scanning**, and other techniques to the exploration of options for transitions to more sustainable futures;
- Helping to incorporate **uncertainty management** into other EEA activities, particularly into integrated assessments, resource accounting, and indicators;
- Applying **economic approaches** and tools to the analyses of the pros and cons of economic activities; to the internalisation of external costs; and to the stimulation of eco-innovations;
- Improving the methods used to identify **emerging issues and early warnings**;
- Improving the identification and evaluation of potential harm from **hazardous substances and agents**;
- Analysing the **role of the media (e.g., TV and newspapers)** in reporting on early warnings **and scientific research results**; and
- Utilising innovative communications technologies and approaches to the dissemination of the EEA products and services arising from the above activities.

## **B. The Late Lessons project**

Support is needed to contribute to the further conceptual development, implementation and dissemination of the Late Lessons project reports and services, particularly the production of future volumes of “Late Lessons”; the Late Lessons Web portal; symposia and conferences; and uncertainty and quality assessment.

Each of these sub-activities is elaborated upon briefly below.

### **a) Future volumes of “Late Lessons”**

Planned volumes will use case studies covering Health (Vol II) and Ecological (Vol III) hazards to explore issues arising at the science and policy interface, such as: the limitations of current scientific methodologies in the environment and health sciences; innovations in statistical analyses; and the funding and governance of science.

These activities will include economic analysis of the pros and cons of action and inaction (e.g., social Cost-Benefit Analyses; retrospective pro and con analyses; cost effectiveness analyses; Multi-Criteria analyses, liability assessments and allocations; etc); legal analyses of liability regimes, of scientific independence, and of information provision; and analyses of the role of the media in reporting on emerging issues and scientific research results.

There will also be the need for activities on “the reliability of knowledge” (which will be the focus of “Late Lessons” Vol IV) on “extended peer review” and other forms of quality assessment of knowledges; and on the “Resilience, adaptation and vulnerability” of both ecosystems and social systems.

### **b) Late Lessons web portal and networks**

The purpose of the Late Lessons web portal will be: i) to support project and information management and communications between actors involved in the Late Lessons activities, eg authors, EEA staff, editors and reviewers; ii) to provide a knowledge development platform that supports the development, commenting and review of contributions and insights into the use and application of precaution and of risk and innovation governance; and iii) to provide a Web based communication and networking platform to serve as a focal point for the diverse networks of actors involved in the implementation and wider dissemination of the results of the Late Lessons project as well as other information on the precautionary principle and the participatory governance of innovation and risk.

### **c) Symposia and conferences**

This activity will result in a series of symposia as well as a second international conference on *Uncertainty and Precaution in Environment and Health Management* (UPEHM II, following the success of UPEM I in 2004, <http://upem.er.dtu.dk/>). Each of these events will assemble top-level experts, practitioners and/or stakeholders to discuss various issues within the conceptual scope of the Late Lessons project and to raise awareness about the issues in a wider community. For example a workshop on the use and limitations of lay and local knowledge is being developed for 2009.

The proceedings of these events will act as outputs from the Late Lessons project, as well as inputs for continued conceptual development within the project.

### **d) Uncertainty and quality assessment:**

This activity entails methodological development and capacity building in uncertainty and quality assessment at the institutional level. Among other outputs, this activity will contribute to the development of EEA policies and methods on Quality Assurance, and their implementation, which explicitly address uncertainty identification and management in the production of EEA and partner assessment reports and indicators.

#### 4. Tasks

In collaboration with the EEA project team, the contractor will be expected to contribute to conceptual development and to the implementation and dissemination of activities arising from points A and B under section 3 above.

For example, for **Late Lessons Vol. II and III**, the contractor will be expected to contribute to articulating the key messages of the books. This will entail assuming lead authorship on at least one of the horizontal science/policy chapters and co-authoring other horizontal chapters such as the introduction, conclusion and other science/policy chapters. In particular, the contractor will possess expertise on the themes of “the reliability of knowledge” and “Resilience, adaptation and vulnerability” of both ecosystems and social systems. The theme of “Precaution in practice” may eventually also be of interest, focusing on lessons learnt while attempting to implement the Precautionary Principle in practice.

For the **Late Lessons web portal** activity, a scoping document detailing the goals, methods and outlining the content of the web site will be developed. The contractor will be expected to contribute to the elaboration of this document, help identify key messages to communicate, contribute original material and identify existing material to populate the contents of this website. The contractor will be required to develop and implement a strategy to establish a network of actors involved with the Precautionary Principle, and to make the web portal a focal point of this network. The contractor will also be required to develop easily accessible communication products, using a variety of media, to ensure communication with and within this network via the web portal.

In the case of the **symposia and conference activities**, the contractor will be expected to contribute to the design of the programme for these events. The contractor will furthermore be expected to draw on their and the EEA’s network of contacts in order to recruit keynote speakers and active members of the Scientific Committee. The contractor will be expected to act as lead editor for the proceedings from these events, developing original material as well as editing contributions. Finally, the contractor will be expected to contribute to the organization of the symposia and conference, in particular in organizing and facilitating highly dynamic group interactions, for example through the use of methods such as open space technology.

For the activity on **uncertainty and quality assessment** at the EEA and in partner organisations, the contractor will be expected to provide expert advice on best practice in the area, including an effectiveness evaluation of current methods and approaches. Furthermore, the contractor will be expected to contribute to the elaboration of a proposed EEA policy on quality assurance and to the associated implementation plan. Finally, the contractor will be expected to contribute to the design of capacity strengthening activities aimed at the EEA, and to participate in these activities.

## **5. Expertise**

To support the above activities, the contractor is expected to provide a wide range of expertise, in particular on the integrated assessment of pressures/impacts/responses within socio-economic sectors, and the science /policy interface issues that arise from the EEA work at this interface. In addition, expertise will also be required in environmental economics, scenarios and scenario building, scientific uncertainty assessment, statistical analyses; and communications.

## **6. Organisation and location of work**

The contractor will have to work closely with the EEA staff and the European Topic Centres (ETCs).

The main part of the work can be executed from the contractor's offices, but with regular and well structured contacts with the relevant EEA Project Managers.

Any travel undertaken under Specific Contracts must be based on the EEA's rules, as per Annex 3 attached (Reimbursement of Travel Expenses).

## **7. Time schedule – duration of contract**

The framework contract will run over a period of three years following its signature, with the possibility to renew it once for a period of one year, its maximum duration being limited to four years.

The work activities are to be detailed in specific contracts and the respective timetable will be agreed in discussion with the respective EEA Project Manager.

## **8. Working language**

The working language is English.

## **9. Reports and documents to be submitted**

The reports and other products to be provided by the contractor, and their timing, will be detailed in the specific contracts.

The reporting language is English. Documents delivered must be in a format compatible with the EEA's IT system and tools.

EEA shall provide the contractor with guidelines on writing styles and formatting of the outputs required.

## **10. Volume of contract**

The maximum budget for the framework contract is 800.000 EUR.

## 11. Price

Prices tendered must be all-inclusive (inter alia of administrative costs) and expressed in euros, including for countries that are not part of the euro zone. For tenderers in countries that do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.

The tenderer shall quote daily rates for: project leader, senior consultant, junior consultant and assistant which will be evaluated on the basis of a calculated average (as indicated under 13.3.2). Travel and subsistence costs shall be agreed under each specific contract, as relevant, and shall be reimbursed in accordance with the EEA's rules (cf., Annex 3).

Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the Headquarters Agreement between the Agency and the Government of Denmark of 17 August 1995, the Agency is exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

The price quoted shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, 80% of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The EEA shall purchase on the basis of the prices in force on the date on which specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index, MUICP, published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$P_r = P_o \left( 0.2 + 0.8 \frac{l_r}{l_o} \right)$$

where:

$P_r$  = revised price;

$P_o$  = price in the original tender;

$l_o$  = index for the month corresponding to the final date for submission of tenders;

$l_r$  = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

## 12. Contractual terms and guarantees

In drawing up his bid the tenderer should bear in mind the provisions of the standard contract attached to this invitation to tender

## **13. Criteria**

### **13.1 Exclusion criteria**

Tenderers shall be excluded from participation in a procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situation listed above (see Annex 1).

Potential service provider/s might be requested, at a later stage, to certify that they are not in one of the situations listed above by providing:

- i) For points (a), (b) and (e) a recent extract from the judicial record, or failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- ii) For point (d) a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred above is not issued in the country concerned and for other cases of exclusion, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Contracts may not be awarded to tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

**13.2 Selection criteria as indicated in Section III.2 (Conditions for participation) of the Contract notice**

**13.3 Award criteria**

The contract will be awarded to the tenderer with the best price-quality ratio, taking into account the following criteria:

**13.3.1 Technical merit (TM) (80 points maximum/50 points minimum)**

**A.** Understanding of the objectives of the contract and the scientific complexities attached to the work to be carried out (40 points maximum/25 points minimum);

**B.** Quality and relevance of the proposed approach to meet the tender objectives (40 points maximum/25 points minimum).

Tenders reaching the indicated minima will be ranked according to:

$$TM = A + B$$

Offers scoring less than the required minima for technical merit will not be considered further.

**13.3.2 Price (P) (20 points maximum)**

Prices should be quoted in euro showing all-inclusive, daily rates for four different categories (Project leader <sub>(PL)</sub>, senior consultant <sub>(SC)</sub>, junior consultant <sub>(JC)</sub>, and assistant <sub>(A)</sub>). The average  $P_{avg} = ((P_{PL} + P_{SC} + P_{JC} + P_A)/4)$  will be used as the basis for the price comparison. Points will be awarded using the following formula:  $P = P_{min}/P \times 20$

The contract will be awarded to the technically compliant tender reaching the highest score  $\Sigma$  of  $TM + P$ .

<b>Profile</b>	<b>Description</b>	<b>Daily rate (EUR)</b>
<b>Project leader (PL)</b>	Experienced manager + expert	
<b>Senior consultant (SC)</b>	Highly experienced consultant	
<b>Junior consultant (JC)</b>	Less experienced consultant	
<b>Assistant (A)</b>	Support staff	
<b>TOTAL (average) <math>P_{AVG} = (P_{PL} + P_{SC} + P_{JC} + P_A)/4</math></b>		<b>(EUR)</b>

All fields are compulsory, non-compliance will lead to exclusion.

## **14. Tenders**

- The tender must comprise a technical offer and a financial offer, containing one original and two copies.
- Tenders should preferably be drafted in English.
- Tenders from consortiums of firms or service providers must specify the role, qualifications and experience of each of the members or of the consortium and contain a letter of intent to form a consortium from each partner. The same requirements apply for subcontracting.

## **15. Environmental Considerations**

The EEA runs a certified environmental management system (EMAS) and aims to minimise the environmental impact of all its activities, including those carried out under contract. The future service provider/s will, therefore, be requested to consider the EEA environmental management guidelines in the implementation of the contract, in particular those relating to business travel/electronic means of communication, paper and energy consumption. Further information on the EMAS system can be found on the EEA homepage:

<http://www.eea.europa.eu/documents/emas>.

Moreover, it is strongly recommended that tenders are submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders.

Submitting an offer implies acceptance by the tenderer of all terms and conditions of the draft contract and its Annexes.

### **Annexes**

Annex 1: Declaration on exclusion criteria

Annex 2: Identification sheet

Annex 3: Reimbursement of Travel Expenses