

Decision Report – Key decision

Decision date - 14 June 2017

Appointment of suppliers to a framework agreement for services in connection with a Travel Behaviour Change and Road Safety Training and Awareness Programme associated with the Hinkley Point C development

Cabinet Member(s): Cllr David Hall – Cabinet Member for Resources and Economic Development, Cllr John Woodman – Cabinet Member for Highways and Transport

Division and Local Member(s): All

Lead Officer & Author: Andy Coupe, Strategic Manager – Major Programmes

Contact Details: 01823 355145

	Seen by:	Name	Date
	County Solicitor	Honor Clarke	31/5/17
	Monitoring Officer	Julian Gale	30/5/17
	Corporate Finance	Martin Gerrish	31/5/17
	Human Resources	Chris Squire	31/5/17
	Property / Procurement / ICT	Donna Fitzgerald	30/5/17
	Senior Manager	Paula Hewitt	26/5/17
	Local Member(s)	All	5/6/17
	Cabinet Member	Cllr David Hall – Cabinet Member for Resources and Economic Development Cllr John Woodman – Cabinet Member for Highways and Transport	30/5/17
	Opposition Spokesperson	Cllr Mike Rigby Cllr Simon Coles	5/6/17
	Relevant Scrutiny Chairman	Cllr Tony Lock	5/6/17
Forward Plan Reference:	FP/17/03/09		
Summary:	<p>The Hinkley Point C (HPC) Deed of Development Consent Obligations (S106 agreement) contains a number of financial contributions to mitigate the impact of the project, including contributions to be used for the purpose of undertaking travel behaviour activities to support a reduction in traffic and for road safety schemes, driver awareness training and road safety education campaigns.</p> <p>Although Somerset County Council (SCC) has an existing framework agreement that could be used to support this activity, it is not being pursued as an option because:</p>		

	<ul style="list-style-type: none"> • The framework delivers a solution rather than stakeholder orientated approach; • The OJEU thresholds against specific lots are reaching their limits. <p>Given the financial thresholds envisaged, an OJEU compliant procurement process has therefore been undertaken to appoint suppliers to a new framework agreement that will have a maximum duration of four years. Though the framework is being established primarily to deliver the HPC related programme, the County Council may also use the framework to procure any other travel demand projects and programmes that it may wish to deliver. The contract will also be made available to members of the South West Highways Alliance.</p> <p>The Tender Evaluation Report is attached as Confidential Appendix A.</p>
<p>Recommendations:</p>	<p>That the Cabinet</p> <ol style="list-style-type: none"> 1. Agrees to the appointment of the suppliers to the Lots identified in Appendix A following a competitive process for a Framework Agreement for Travel Demand Management that will have a maximum duration of four years. 2. Agrees the case for exempt information for Appendix A to be treated in confidence, as public disclosure of the commercially sensitive data contained within would prejudice the Council’s position in ensuring competitiveness of future tender processes. 3. Agrees to exclude the press and public from the meeting where there is any discussion at the meeting regarding exempt or confidential information (Appendix A). <p>Exclusion of the Press and Public To consider passing a resolution under Regulation 4 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 to exclude the press and public from the meeting on the basis that if they were present during the business to be transacted there would be a likelihood of disclosure of exempt information, within the meaning of Schedule 12A to the Local Government Act 1972:</p> <p>Reason: Information relating to the financial or business affairs of any particular person (including the authority holding that information).</p>
<p>Reasons for Recommendations:</p>	<p>Appendix A contains commercially sensitive information relating</p>

	<p>to the tender submissions. Detailed commercial reasons for these recommendations are set out in that Appendix.</p> <p>The recommendations set out above will enable a mechanism for the delivery of an integrated Travel Behaviour Change and Road Safety Training and Awareness Programme in connection with the Hinkley Point C project, and a framework to procure any other travel demand projects and programmes that the County Council may wish to deliver.</p>
<p>Links to Priorities and Impact on Service Plans:</p>	<p>The HPC project is specifically referenced in the County Plan. Effective and timely delivery of the mitigation secured in the HPC Deed of Development Consent Obligations is critical to deliver the statement in the Plan to “do everything we can to make sure the build minimises disruption, while the benefits are reached out across the county.”</p>
<p>Consultations and co-production undertaken:</p>	<p>The Strategic Manager – Major Programmes has delegated authority to commission delivery of all the HPC Deed of Development Consent Obligations financial contributions after consultation with the relevant Cabinet Member.</p> <p>The assessment of HPC construction traffic impacts and the associated package of proposed improvements were the subject of extensive public scrutiny through the examination of the HPC Development Consent Order by the Planning Inspectorate. The joint Council’s Local Impact Report and associated topic papers are also a matter of public record.</p> <p>In depth data analysis has been undertaken during the last year to explore the challenges and opportunities that the integrated Travel Behaviour Change and Road Safety Training and Awareness Programme will need to address. The outcomes of this analysis have helped to inform the development of programme objectives and deliverables for the Programme. This exercise has been undertaken in consultation with EDF Energy and Sedgemoor District Council, and was presented/ discussed at an engagement event in June 2016 with suppliers that are on the County Council’s framework contract for Conceptual Design and Development of Non-Engineered Solutions in Travel & Transportation.</p> <p>The procurement model and detailed documentation have been developed in partnership with officers of the Highways and Transport Commissioning Team and the Commercial and Procurement Team.</p> <p>The decision to commence the procurement process was the subject of a non-key decision by the Strategic Manager – Major Programmes on 6 March 2017 which set out in particular the proposed commercial approach.</p>

	<p>The assessment of tenders has been undertaken in partnership with representatives from Sedgemoor District Council and EDF Energy.</p>
<p>Financial Implications:</p>	<p>Contributions have been secured within the HPC Deed of Development Consent Obligations that enable delivery and spend to be commissioned without financial impacts falling on the County Council.</p> <p>Wider financial implications have been considered through the selection of the procurement model and the evaluation process, and will be secured through the conditions of contract. By following an OJEU compliant procurement process the Council can be assured that value for money from the market has been obtained. Price was given a weighting of 30% in the assessment process. The high emphasis on quality is because:</p> <ul style="list-style-type: none"> • commissioning experience has shown that costs across the market are fairly consistent; • the framework will have further mini-competitions that will seek to ensure further cost competition is applied; • ceiling day rates were sought against specific roles as opposed to solutions that are completely costed; • the aim of the procurement is to get suppliers who can deliver a high quality of solution where cost is considered.
<p>Legal Implications:</p>	<p>An OJEU compliant procurement process has been followed for a NEC3 Framework Contract which will have a maximum duration of four years with calls offs being governed by the NEC Professional Service Contract.</p> <p>The quotation procedure for mini-competitions will be included within the contract so successful suppliers are clear about the process for letting packages of work which will be let in the form of tasks orders and will incorporate the suppliers bids at mini-competition. The packages of work will be let by the Strategic Manager (Major Programmes) in accordance with the delegation granted on 18 March 2013 to commission delivery of all the financial contributions contained within the Hinkley Point C Site Preparation Works and Development Consent Order Section 106 Agreements after consultation with the relevant Cabinet Member.</p> <p>Main changes to the standard form contract are:</p> <ul style="list-style-type: none"> • the right for other local authorities to use the framework on the conditions of a collaboration agreement the County Council uses with others; • Key Performance Indicators are to be managed on a task by task basis rather than overall framework performance in order to manage the specific packages of work; • inclusion of key local specific requirements to ensure matters such as confidentiality and equality are built in.

<p>HR Implications:</p>	<p>A client side structure to support the delivery of both the Corridor Improvement Schemes and the integrated Travel Behaviour Change and Road Safety Training and Awareness Campaign Programme is being developed to ensure resources are in place such that the contracts are actively and appropriately managed, that the Council is able to discharge its duties effectively, and value for money is achieved.</p>						
<p>Risk Implications:</p>	<p>A key risk for the HPC project (JCAD ref HPC0003) is that “delivery of mitigation by SCC is not managed effectively and delivered on a timely basis”. A key mitigating action is “Through effective commissioning and procurement, ensure appropriate capacity and resources can be mobilised according to need”.</p> <p>Agreement and implementation of the proposed framework contract will help towards reducing the assessed risk score.</p> <table border="1" data-bbox="513 779 1465 813"> <tr> <td>Likelihood</td> <td>2</td> <td>Impact</td> <td>3</td> <td>Risk Score</td> <td>6</td> </tr> </table>	Likelihood	2	Impact	3	Risk Score	6
Likelihood	2	Impact	3	Risk Score	6		
<p>Other Implications (including due regard implications):</p>	<p><u>Equalities Implications</u></p> <p>The Programme will have a particular focus within Bridgwater but is likely to reach well beyond to areas such as Taunton, Burnham/ Highbridge, and Minehead in view of the significant number of commuter movements into and out of Bridgwater. The Programme may involve working with particular groups or individuals and include focussed activity with Protected Characteristics, for example age, disability and ethnicity. Any mitigating actions will be considered if and when this activity is planned to ensure the ability of all persons to engage and participate with the Programme. For example, activity may take place within some key businesses where workers may be from a variety of ethnic backgrounds and nationalities. In these cases it will be important that material is accessible and understandable and that translation services are available when required.</p> <p>In general terms, work will be commissioned against outcomes. Monitoring frameworks will need to be put in place to ensure the work that is being delivered is fit for purpose, inclusive, and meets the needs of all participants. The suppliers were tested on their approach to monitoring and performance management. Both qualitative and quantitative analysis will be available and actively used through a bespoke governance arrangement that includes an independent project assurance function.</p> <p>The Programme arises from the need to mitigate the construction traffic impacts associated with the HPC project. These impacts relate primarily to safety, network capacity, and severance. Due regard implications of any activities will be considered through the assessment of the responses to the tendering process and at the contract letting stage post appointment of suppliers to the framework. That said, a key component of the quality assessment was the tenderers</p>						

understanding of the context and their ability to apply solutions to it that will include methods of engagement and the tailoring of delivery to need. That context was described in depth in the Service Specification which included an analysis of travel within Bridgwater and key headlines from Mosaic classifications of Bridgwater communities to help suppliers gain an understanding of the diversity of needs – for example: travel preferences, car and bicycle ownership, and communication preferences.

No other due regard implications have been defined as a result the proposal to appoint suppliers to the framework.

Community Safety Implications

Delivery of the Programme should have a positive effect on Community Safety by improving quality of life and wellbeing and reducing social isolation and/ or exclusion. In particular the programme will seek to break down some of the perceived barriers to active travel, improve the health of local communities, and directly improve road safety. The Programme will integrate and add value to existing initiatives within local communities.

Sustainability Implications

The key objectives of the Programme are to

- Deal with road safety risks, in particular for non-motorised users including particular pedestrians and cyclists
- Maximise the opportunities for managing travel, in particular to encourage modal shift through increased walking and cycling
- Achieve reliability and consistency of journey times across the HPC HGV corridors during construction of HPC

In addition to these, positive impacts are envisaged that will help to address wider sustainability considerations such as

- Air quality and noise and related factors that contribute to Climate Change
- Access to the natural environment
- Travel choices that do not rely on the car
- A strong, diverse and sustainable local economy

The Programme is being developed in partnership with Sedgemoor District Council to ensure it contributes to delivery of the Core Strategy and associated planning framework.

Health and Safety Implications

A core objective of the Programme is to deal with road safety risks. The added benefit associated with improved health and well-being means that the Programme should ensure net positive health and safety implications.

	<p><u>Privacy Implications</u></p> <p>The Programme will improve information to communities about network conditions and journey times. The data which feeds this information is derived from a variety of sources, including Automatic Number Plate Recognition cameras, CCTV and live feeds from third party sources. None of this involves the processing of individual data.</p> <p>The Programme will, however, create a database of interactions which may include schools, businesses, community groups, and individuals. A Privacy Impact Assessment will be undertaken to inform development and maintenance of the database which will need to comply with relevant law including, but not limited to, Data Protection Act 1998, Human Rights Act 1998, and Regulation of Investigatory Powers Act 2000.</p> <p><u>Health and Wellbeing Implications</u></p> <p>The Programme will directly help to contribute to delivery of the priorities in the Health and Wellbeing Strategy, an in particular should help to deliver positive impacts on health and wellbeing, positive impacts on preventing ill-health (physical and mental health), and positive or negative impacts on reducing health and social inequalities.</p> <p>The Programme will seek to integrate and add value to existing initiatives within local communities.</p>
<p>Scrutiny comments / recommendation (if any):</p>	<p>Not applicable.</p>

1. Background

- 1.1. EDF Energy submitted its Development Consent Order (DCO) application in relation to its proposed nuclear power station at Hinkley Point C (HPC) in October 2011. With the benefit of additional measures that were submitted by EDF Energy to the Examining Authority in early August 2012, the County Council concluded that the HPC Project would be acceptable when considered against relevant policy and all other material considerations, and that the adverse impacts of the development would not outweigh its benefits. On this basis, the County Council entered into a Deed of Development Consent Obligations (S106 agreement).
- 1.2. On 18 March 2013 the Leader of the Council and Cabinet Member for Economic Development, Infrastructure and Innovation
 - (1) approved expenditure of the contributions to Somerset County Council within the Hinkley Point C Site Preparation Works and Development Consent Order Section 106 Agreements in accordance with the terms of the Agreements and the spending intentions that were set out in the Local Impact Report and accompanying topic papers;
 - (2) delegated authority to the Strategic Commissioning Manager – Major

Programmes to commission delivery of all the financial contributions set out at (1) above, after consultation with the relevant Cabinet Member.

- 1.3. The following contributions in particular are included in the DCO S106 agreement to deal with the transport impacts of the project:
 - £1.6m to undertake travel behaviour activities to support a reduction in traffic in Bridgwater and along affected corridors
 - £5.16m for Bridgwater Safety and Capacity Works
 - £3.175m for walking and cycling infrastructure along corridors throughout Bridgwater and surrounding area
 - £500,000 as a contingency to deal with any unforeseen issues which arise in connection with traffic management and/ or parking control with the intention of limiting unauthorised parking, deterring rat running and maintaining traffic flow
- 1.4. A package of workstreams has been developed as follows:
 - Corridor Improvement Schemes - road safety improvement measures, and walking and cycling infrastructure along corridors throughout Bridgwater and surrounding areas
 - An integrated Travel Behaviour Change and Road Safety Training and Awareness Programme
- 1.5. The workstreams will be procured separately but they will need to complement and have regard to each other in order to
 - Deal with road safety risks, in particular for non-motorised users including particular pedestrians and cyclists
 - Maximise the opportunities for managing travel, in particular to encourage modal shift through increased walking and cycling
 - Achieve reliability and consistency of journey times across the HPC HGV corridors during construction of HPC
- 1.6. A significant proportion of the contribution for Bridgwater Safety and Capacity Works will be used for strategic capacity improvements within the town but a small proportion will be allocated to undertake driver awareness training and road safety education campaigns. Together with the contribution of £1.6m to undertake travel behaviour activities, these contributions will comprise the funding to deliver the integrated Travel Behaviour Change and Road Safety Training and Awareness Programme.
- 1.7. SCC has already commissioned and procured independent specialist support for the project to provide an independent means of assuring, reviewing and informing the project. A company called Integrated Transport Planning have been appointed into this role and have advised on the procurement approach.

1.8. Commercial Approach

The following commercial approach has been taken:

Contract structure

- A multi lot framework agreement, which will have a maximum duration of four years, consisting of four lots covering particular stakeholder groups – business, community, education and tourism.
- There will be three to four suppliers on each lot.

- Mini-competitions will be run over the life of the framework to appoint suppliers at different stages to deliver different solutions. This work will be let by the Strategic Manager (Major Programmes) in accordance with the delegation granted on 18 March 2013 to commission delivery of all the financial contributions contained within the Hinkley Point C Site Preparation Works and Development Consent Order Section 106 Agreements after consultation with the relevant Cabinet Member.
- Call-offs will carry specific clauses such that activities can be stopped or undergo minor amendments to take into account any findings or assessment.

The tender process

- The process involved an assessment of the capability of suppliers to come up with and deliver specific solutions rather than holding suppliers to solutions bid at tender stage. Part 1 – Consisted of suppliers proposing methodologies around how they would propose to work. Part 2 – Consisted of suppliers presenting on a potential solution and assessing the underlying capability behind that solution.
- An OJEU compliant procurement process is being employed given the financial thresholds as detailed in the table below. Though the framework is being procured primarily to deliver the HPC related programme, the County Council may also use the framework to procure any other travel demand projects and programmes that it may wish to deliver. The contract will also be made available to members of the South West Highways Alliance.

Lot	Title	Value
1	Business	£2,500,000.00 (initial project circa. £900,000.00)
2	Local Community	£2,500,000.00 (initial project circa. £600,000.00)
3	Education	£3,000,000.00 (initial project circa. £900,000.00)
4	Tourism	£2,000,000.00 (initial project circa. £300,000.00)

2. Options considered and reasons for rejecting them

2.1. The County Council has an existing framework agreement for the Provision of Conceptual Design and Development of Non-Engineered Solutions in Travel & Transportation 2015- 2019. This framework delivers similar activities to those is envisaged under the proposed new framework agreement. However it is not being pursued as an option for the following reasons:

- The framework delivers a solution rather than stakeholder orientated approach;
- The OJEU thresholds against specific lots are reaching their limits.

3. Background Papers

- 3.1 Key Decision on 19 March 2013 regarding the contributions to Somerset County Council within the Hinkley Point C Site Preparation Works and Development Consent Order Section 106 Agreements
<http://www1.somerset.gov.uk/council/portfolio%2017/2013%20decisions/Hinkley%20Point%20C%20S106%20Agreements%20Spend.pdf>
- 3.2 Non-Key Decision by Strategic Manager – Major Programmes on 3 August 2016 - Authority to commence procurement for services in connection with a Travel Behaviour Change and Road Safety Training and Awareness Programme associated with the Hinkley Point C development
- 3.3 Non-Key Decision on 2 December 2016 by the Director of Commissioning and Lead Commissioner for Economic and Community Infrastructure Hinkley Point C – Authority to appoint a supplier for assurance services in connection with a Travel Behaviour Change and Road Safety Training and Awareness Programme
- 3.4 Non-Key Decision by Strategic Manager – Major Programmes on 6 March 2017 - Authority to commence procurement for services in connection with a Travel Behaviour Change and Road Safety Training and Awareness Programme associated with the Hinkley Point C development

Equality Impact Assessment Form and Action Table 2015

(Expand the boxes as appropriate, please see guidance
(www.somerset.gov.uk/impactassessment) to assist with completion)

"I shall try to explain what "due regard" means and how the courts interpret it. The courts

have made it clear that having due regard is **more than having a cursory glance** at a document before arriving at a preconceived conclusion. Due regard requires public authorities, in formulating a policy, to give equality considerations the weight which is **proportionate in the circumstances**, given the potential impact of the policy on equality. It is not a question of box-ticking; it requires the equality impact to be **considered rigorously and with an open mind.**"

Baroness Thornton, March 2010

What are you completing the Impact Assessment on (which policy, service, MTFP reference, cluster etc)?	Decision Paper for FP/17/03/09 – Appointment of Suppliers to Framework Agreement for Travel Behaviour Change Programme		
Version	1	Date	17/5/17
Section 1 – Description of what is being impact assessed			
Appointment of suppliers to a framework agreement for services in connection with a Travel Behaviour Change and Road Safety Training and Awareness Programme associated with the Hinkley Point C development.			
Section 2A – People or communities that are targeted or could be affected (taking particular note of the Protected Characteristic listed in action table)			
<p>The Programme will have a particular focus within Bridgwater but is likely to reach well beyond to areas such as Taunton, Burnham/ Highbridge, and Minehead in view of the significant number of commuter movements into and out of Bridgwater. The Programme may involve working with particular groups or individuals and include focussed activity with Protected Characteristics, for example age, disability and ethnicity. Any mitigating actions will be considered if and when this activity is planned to ensure the ability of all persons to engage and participate with the Programme. For example, activity may take place within some key businesses where workers may be from a variety of ethnic backgrounds and nationality. In these cases it will be important that material is accessible and understandable and that translation services are available when required.</p> <p>In general terms, work will be commissioned against outcomes. Monitoring frameworks will need to be put in place to ensure the work that is being delivered is fit for purpose, inclusive, and meets the needs of all participants. The suppliers were tested on their approach to monitoring and performance management. Both qualitative and quantitative analysis will be available and actively used through a bespoke governance arrangement that includes an independent project assurance function.</p>			
Section 2B – People who are delivering the policy or service			
The procurement model and detailed documentation have been developed in partnership with officers of the Highways and Transport Commissioning Team and the Commercial and Procurement Team. Suppliers appointed to the framework agreement will deliver the service adhering to the conditions of contract.			
Section 3 – Evidence and data used for the assessment (Attach documents where appropriate)			
The Service Specification provides an overview of the HPC project and other necessary context for the related procurement activity.			
Section 4 – Conclusions drawn about the equalities impact (positive or negative) of the proposed change or new service/policy (Please use prompt sheet in the guidance for help with what to consider):			
Due regard for impacts associated with equality and diversity and relevant human rights were considered during the pre-application consultation phase of the HPC proposal.			

Each stage of consultation was assessed by Somerset County Council in terms of legal requirements and recommended guidance. After detailed consideration by the Councils directly affected by the Applicant's development and, following formal assessment (known as the assessment of Adequacy of Consultation), it was the Council's view that the consultations met the legal duties required by Sections 42, 47 and 48 of the Planning Act 2008 (as amended).

The Programme arises from the need to mitigate the construction traffic impacts associated with the HPC project. These impacts relate primarily to safety, network capacity, and severance. Due regard implications of any activities will be considered through the assessment of the responses to the tendering process and at the contract letting stage post appointment of suppliers to the framework. That said, a key component of the quality assessment was the tenderers understanding of the context and their ability to apply solutions to it that will include methods of engagement and the tailoring of delivery to need. That context was described in depth in the Service Specification which included an analysis of travel within Bridgwater and key headlines from Mosiac classifications of Bridgwater communities to help suppliers gain an understanding of the diversity of needs – for example: travel preferences, car and bicycle ownership, and communication preferences.

No other due regard implications have been defined as a result of a decision to appoint suppliers to the framework.

If you have identified any negative impacts you will need to consider how these can be mitigated to either reduce or remove them. In the table below let us know what mitigation you will take. (Please add rows where needed)

Identified issue drawn from your conclusions	Actions needed – can you mitigate the impacts? If you can how will you mitigate the impacts?	Who is responsible for the actions? When will the action be completed?	How will it be monitored? What is the expected outcome from the action?
Age			
N/A			
Disability			
N/A			
Gender Reassignment			
N/A			
Marriage and Civil Partnership			
N/A			
Pregnancy and Maternity			
N/A			
Race (including ethnicity or national origin, colour, nationality and Gypsies and Travellers)			
N/A			
Religion and Belief			
N/A			
Sex			
N/A			

Sexual Orientation			
N/A			
Other (including caring responsibilities, rurality, low income, Military Status etc)			
N/A			

Section 6 - How will the assessment, consultation and outcomes be published and communicated? E.g. reflected in final strategy, published. What steps are in place to review the Impact Assessment

An end of Programme report will be produced that will report on delivery against the Programme objectives and the impact assessment will be reviewed on an annual basis by a Programme Board that has been created to oversee delivery. In addition to this, regular reporting will take place against performance metrics to be determined for each of the Lots, and gateway reviews will be held before new activity is commissioned when the impact assessment will be refreshed.

Completed by:	Andy Coupe
Date	17 May 2017
Signed off by:	Paula Hewitt
Date	26 May 2017
Compliance sign off Date	31 May 2017
To be reviewed by: (officer name)	Andy Coupe
Review date:	31 March 2018