

Our Ref: COSHH 2023

Date: 7th August 2023

Dear Sir / Madam

**Contract Title: Provision of COSHH (Control of Substances Hazardous to Health Regulations 2002) Advice Services**

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

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

Your response should be returned to the following email addresses by 4pm on Monday 21st August 2023

Lucy.Stephenson@environment-agency.gov.uk and bridget.ellerington@environment-agency.gov.uk

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

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

Yours sincerely

Lucy Stephenson

Health, Safety and Wellbeing Specialist

E-mail: Lucy.Stephenson@environment-agency.gov.uk

Telephone: 07766 245207

**The Environment Agency**, Manley House, Kestrel Way, Exeter, EX2 7LQ

**Request for Quotation**

**Title: Provision of COSHH (Control of Substances Hazardous to Health Regulation 2002) Advise Services**

**Section 1**

**Who is the Environment Agency?**

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

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

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

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

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

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

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

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

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

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

**Government changes and collaboration**

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

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

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

**Further information**

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

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

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

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

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

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

**Section 2**

**The Customer**

**Summary**

The National Health, Safety and Wellbeing team is responsible for protecting the health, safety, and wellbeing of those around us; this includes colleagues, contractors, and members of the public. The team ensure that the Environment Agency is compliant with all aspects of the Health and Safety at Work Act 1974 and its associated Regulations.

Part of the National Health, Safety and Wellbeing team’s work is to manage provision of COSHH (Control of Substances Hazardous to Health Regulations 2002) assessments for all activities across the business of the Environment Agency. This means we require COSHH assessments for a diverse range of hazardous substances, and for activities which generate hazardous substances. For example, as part of our regulatory role, we visit industrial, agricultural and waste sites where staff could be exposed to hazardous chemicals and biohazards, and we use agricultural disinfectants to disinfect our PPE between site visits. We use hazardous substances when carrying out environmental monitoring and ecological appraisal (e.g. to fix samples of phytoplankton). Our flood risk maintenance activities can expose staff to hazards such as herbicides, paints, fuels, oils and concrete dust.

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of 6 months to end no later than 31/03/2024. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition. Any amendment to contract prices for the extensions are to be by negotiation.

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

This contract shall be managed on behalf of the Agency by **Lucy Stephenson** **Lucy.Stephenson@environment-agency.gov.uk****, telephone 07766 245207**

## Contact Details and Timeline

Lucy Stephenson and Bridget Ellerington-Jennings will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that both the question and the response will be circulated to all tenderers.

Lucy.Stephenson@environment-agency.gov.uk, and bridget.ellerington@environment-agency.gov.uk

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

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | 4pm on 21/08/2023 |
| Evaluation of Request for Quote submissions | 08/09/2023 |
| Award of contract | 01/10/2023 |
| Project/Contract end date | 31/03/2024 |

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

**Section 3**

## Evaluation Criteria

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

* Price – 40%
* Quality – 60%

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

|  |  |
| --- | --- |
| **Question number**  | **Description** |
| Technical Question 1: Quality40% | Tenderers will be required to confirm, and provide evidence, that they can meet the requirements set out in the specification. This will include: • Information on a previous relevant project or programme which demonstrates your knowledge, ability and capacity to deliver expert COSHH services. • Information on how you would plan, manage and deliver this package of work. • An example of a COSHH assessment produced/generated by you without using an automated assessment system. We are looking for evidence that you will be able to deliver expert COSHH consultancy to a large/complex/risk-diverse safety mature organisation. |
| Technical Question 2: Professional credentials (organisation)20% | Tenderers will be required to confirm, and provide evidence, of the company's membership of professional organisations (e.g. Institute of Occupational Safety and Health IOSH, British Occupational Hygiene Society BOSH) |
| Technical Question 3: Professional credentials (individuals)30% | Tenderers will be required to confirm, and provide evidence, of the names, qualifications and experience of the individuals who will be working on the deliverables. CVs can be attached as an annex (limit to 2 sides of A4 per individual CV). We are looking for evidence of individuals with a relevant occupational hygiene qualification, scientific knowledge, and experience of interpreting the scientific and technical data about hazardous substances, and the way they are being used/produced, to develop practicable, proportionate COSHH assessments in line with the COSHH Regulations and ACoP. Please outline your organisation's approach to continuous professional development and the ongoing competence of the staff who will be delivering this piece of work.  |
| Social Value Question: Wellbeing5% | Provide details of how your organisation manages and supports equality, diversion and inclusion in your own workforce, and any supply chain, and in how you deliver services. |
| Social Value Question: Sustainability5% | Please detail how your organisation is reducing carbon, generated by your own activities, through delivery of your services and measures / approach you propose to take through delivery of the specialist services under this framework/lot (include examples) |

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

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

**Section 4**

**Information to be returned**

**Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.**

Please complete and return the following information:

* completed Pricing Schedule (Appendix A);
* completed Prior Rights Schedule (Appendix B);
* confirmation that terms and conditions are accepted (Appendix C. Please note that the terms cannot be amended later).
* Information and Evidence in response to all of the Technical and Social Value questions in table above within Section 3

**Section 5**

**Specification**

# Background to the Requirement

The Environment Agency Health, Safety & Wellbeing Service is looking to award a contract to provide expert advice on all aspects of COSHH (Control of Substances Hazardous to Health Regulations 2002) to ensure that we are legally compliant with the Regulations.

We have a schedule of work which we require to be completed by 31 March 2024.

Requirement

* Provide expert advice with regards to COSHH:
* Help us maintain legal compliance, advising us on changes to COSHH legislation and how that impacts on our work;
* Provide advice on risk management, including appropriate PPE and compliance with COSHH;
* Review and comment on our new COSHH risk assessment format. This is divided into two sections: the assessment for the end user (broadly, the hazards, risks and controls of the chosen substance/methodology), and the decision log (broadly, underpinning considerations e.g. alternative substances).
* Review and comment on our question prompt sheet, which is based on the COSHH Regulations and the ACoP L5, to ensure it is suitable as an aide-memoire for assessors and reviewers.
* Prepare and develop new COSHH risk assessments:
* These must be prepared in accordance with the COSHH Regulations and the HSE Approved Code of Practice reference number L5.
* Note: we require these to be bespoke assessments, as opposed to software generated.
* Consult with nominated users (within the Environment Agency) to understand how the substance is used and whether the proposed control measures are practicable.
* Provide COSHH Assessments in the new Environment Agency format (split into assessment and decision log).
* Provide assessments for planned or occasional exposure to substances.
* Review our existing COSHH Assessments:
* Check whether they are still suitable and sufficient;
* Update to new format.

# Specific Objectives/Deliverables

* As per the above Requirement and by 31 March 2024.
* Single point of contact.
* Start-up meeting within 1 week of contract go live to agree key milestones.
* Develop and agree a project plan setting out the timescale for delivery of each element of the Requirement, within a month of contract award.
* You will supply monthly management information as follows a week prior to monthly review meetings:
* Report delivery of work against agreed project plan
* Evidence that control measures in COSHH assessments have been agreed with a small number of nominated end-users

### Timescales/Deadlines

See deliverables section above

### Skills of Personnel Required

# Excellent Communication skills (written and verbal)

* Ability to work collaboratively and share knowledge
* A relevant occupational hygiene qualification

# Individuals with scientific knowledge, and experience of interpreting the scientific and technical data about hazardous substances, and the way they are being used/produced, to develop practicable, proportionate COSHH assessments in line with the COSHH Regulations and ACoP.

**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency by **Lucy Stephenson (****Lucy.Stephenson@environment-agency.gov.uk****, 07766245207).**

We envisage regular contact in the first few weeks, with weekly/fortnightly progress meetings (frequency to be reviewed as the contract progresses).

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

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

**Section 7**

**Sustainability Considerations**

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

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

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

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

**Diversity and Equal Opportunities**

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

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

**Health and Safety**

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

**IEM2020:**

## Sustainability Objectives

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

**Supply chain**

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

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

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

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

## Section 8

### Additional Information

### Copyright and confidentiality

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

### Accuracy of documentation

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

### Amendments to documentation

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

### Alternative Offers

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

## Continuity of personnel

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

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

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

## Intellectual property rights

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

## References

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

**Contract award**

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

### DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

## Protection of personal data

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

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

# APPENDIX A - PRICING SCHEDULE

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

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

**Please remove the pricing schedules you do not require.**

**Staff Costs**

Please detail the day rates of your proposed personnel in the table below.

(Please also advise how many hours you constitute a working day)

Please detail your task costs in the table below.

|  |
| --- |
| **Cost Proposal (To be completed by Supplier)** |
| **Tasks** | **Hourly Rate** |
| Review and comment on new COSHH assessment format  |  |
| Provision of new COSHH assessments  |  |
| Review and update of existing COSHH assessments |  |
| Provision of expert advice services |  |
|  |  |
| **Expenses (please detail type, i.e. travel etc) Please provide but will be not evaluated** |  |
| **Discounts applied (please detail) please provide but will not evaluated** |  |

**Other costs**

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

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

**Discounts, rebates and reductions**

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

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

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

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

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

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

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

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

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

**APPENDIX B - PRIOR RIGHTS SCHEDULE**

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

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

Held by the Environment Agency

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

Held by the Contractor

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

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

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

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

**Please ensure you attach the terms and conditions before issuing to suppliers.**

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

Name

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

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

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

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