

The Maritime and Coastguard Agency (MCA is an Executive Agency of the Department for Transport. The MCA is responsible throughout the UK for implementing and developing the UK Government’s maritime safety and environmental protection policy. That includes co-ordinating Search and /Rescue at sea through Her Majesty’s Coastguard 24 hours a day, and checking that ships meet UK and international safety rules. The MCA work to prevent the loss of lives at the coast and at sea, to ensure that ships are safe, and to prevent coastal pollution: **Safer Lives, Safer Ships, Cleaner Seas.**

The MCA provides a full range of search and rescue, counter pollution, survey, inspection and enforcement activities and has 12 major business activities:

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| Survey | Seafarers’ Services |
| Inspection | Search and Rescue |
| Enforcement | Pollution Response and Salvage |
| Ship Registration | Stakeholder Communication |
| Navigation Services | Ministerial Services |
| Strategic Prevention Design/Development | Regulatory Process |

These activities are supported by support services responsible for providing a range of administrative functions including; infrastructure, MCA people, financial management and administration and corporate management.

In accordance with the Equality Act 2010, in our capacity as a public body we have a statutory duty to eliminate unlawful discrimination, promote equality of opportunity and promote good race relations between people of different groups. Contractors will be expected to ensure that the service they provide promotes good relations between the MCA and its customers and does not directly or indirectly discriminate on the grounds of race in accordance with both the Act and the Duty.

You are invited to submit a tender for the following project:

**Contract for the Storage, Maintenance and Deployment of the United Kingdom’s Counter Pollution Equipment Stockpile**

1. **Introduction**

1.1 The Maritime and Coastguard Agency (MCA or the Agency) discharges the Secretary of State for Transport’s statutory duty to *“prevent, reduce and minimise the effects of, marine pollution”.[[1]](#footnote-1)* Alongside its aerial dispersant capability, one of the primary tools at the Agency’s disposal to perform this function is its stockpiles of counter pollution equipment for at sea containment and recovery, shoreline protection and shoreline cleanup. The stockpiles are currently located in Barnsley, Bristol and Dundee. A full list of the MCA’s counter pollution equipment is listed in Appendix 1 While this equipment is owned by the MCA, responsibility for its storage, maintenance and deployment is contracted out to a third-party marine oil spill response organisation (henceforth known as OSRO’s).

1.2 The current contract with a third-party OSRO is due to expire on 3rd May 2018. We invite eligible OSRO’s to tender for the new contract. To allow for a one month handover period, if required, the new contract may begin prior to the end of the current contract, at any time from 3rd April 2018. It will run for a period of three years, with an optional extension of up to two years with the mutual agreement of both the MCA and the contracted OSRO.

1.3 The main purpose of the contract is to provide storage of the MCA’s equipment, to maintain it through a programme of planned preventative maintenance and repairs as required, and, to deploy the equipment in marine pollution incidents using trained and competent responders with experience in this industry. Other services which will be supplied by the OSRO are:

* The delivery of training on MCA courses;
* The provision of logistical support during incidents;
* The provision of technical advice for equipment purchases, exercise planning and more generally in the field of oil spill response; and
* The provision of a technical advisor to the MCA’s Marine Response Centre during incidents.

1.4 Only OSRO’s accredited under the UK Spill Contractors Accreditation Scheme for Module 5a – Ports, Harbours, Shoreline (T3: Large Port), or, under the International Spill Accreditation Association for the Marine Level 3 and Shoreline Level 3 modules will be considered eligible for this contract. Subsequent to the awarding of the contract, the successful OSRO must be re-accredited under an accreditation scheme which applies the forthcoming UK National Standard for Marine Oil Spill Response Providers, due to be in force from 1st April 2018.

1. **Response personnel and competency**

2.1 This contract is aimed at organisations already providing marine oil spill response services to ports, harbours, oil handling facilities and/or offshore installations. We would therefore expect the provider to be able to supply staff under the contract who are trained, experienced and competent in all aspects of marine oil spill response to a level appropriate to their current contractual commitments. This should include, but is not limited to:

1. Offshore response (all unsheltered waters);
2. Coastal and large estuary response (exposed shorelines, large estuaries);
3. Sheltered/enclosed water response (ports, harbours, enclosed lochs etc.,); and
4. Shoreline clean-up (intertidal zones).

2.2 For the above four, knowledge should include, but is not limited to:

* The deployment of standard equipment for each area of response e.g. offshore boom and high capacity skimmers for offshore response;
* Knowledge of the behaviour and fate of oil at sea; and
* Knowledge of response techniques for each area of response.

2.3 The minimum level of knowledge of each of these areas should be appropriate to the following roles:

* **On Scene Commander/Incident Manager** – high level knowledge of the fate and behavior of oil and response techniques. A good knowledge of how to deploy oil spill response equipment, for each category of response, so as to be able to direct teams in this activity. Ability to risk assess activities and carry out a Net Environmental Benefit Analysis (NEBA) and lead SCAT assessments.
* **Response Team Leader** – an awareness of the fate and behavior of oil and response techniques. A good knowledge of how to deploy the MCA’s equipment so as to be able to direct a team in these efforts, coaching responders of opportunity if necessary. Awareness of NEBA and ability to risk assess activities and lead SCAT assessments.
* **Responder** – a basic knowledge of the equipment and response techniques to be able to carry out deployments with minimal supervision.

2.4 CV’s for the proposed individuals should be submitted as evidence, as well as copies of certificates for any relevant qualifications, i.e. MCA 2P, 4P and 5P qualifications, depending on the role.

2.5 Responders should hold all necessary vocational qualifications to be able to safely perform their incident response roles, perform stock moves and carry out planned preventative maintenance. This should include, but is not limited to:

* Health and Safety Official ( 1 per team)
* First aid qualifications (there should be a minimum of two qualified first aiders per response team);
* Advanced driving and towing qualifications;
* Forklift driving qualifications;
* RYA sea survival (one day course); and
* Banksman, rigger and vehicle mounted lorry loading certificate

2.6 The OSRO will be able to guarantee a response team of 12 responders, available to the MCA 24/7, to be able to mobilise to the scene of an incident or forward operating base on the UK mainland within 14 hours of a call out during normal office hours (Mon-Fri 9am – 5pm, excluding bank holidays, and 15 hours at all other times (not accounting for unforeseen events such as road closures). To enable a sustained operation, a second team of 12 responders will be required to mobilise within 24 hours of a call out. During an incident these responders will be allocated *to the MCA,* not to the incident as a whole if, for instance, the OSRO is called on by another client for the same incident.

2.7 In a major incident, the OSRO may be required to expand this total team of 24 responders with additional experienced and competent personnel. A detailed plan or procedure for how this expansion would be achieved should be submitted as part of the tender. Reliable subcontracting arrangements or service level agreements would be considered a viable solution.

2.8 A ‘team’ will be comprised of:

* One On-Scene Commander/Incident Manager
* Five Response Team Leaders
* Six Responders

2.9 The requirement is, of course, scalable and will be proportional to the size of the incident, to be determined by the MCA on the day.

2.10 The tenderer should submit the CV’s, qualifications and competency assessment records of the responders who would be able to fulfil these roles. Consideration should be given to the fact that the 12 responders must be guaranteed to be available to the MCA *at all times.* OSRO’s must demonstrate that they have a functioning duty roster system able to provide this level of cover, even during periods of staff absence or protracted incidents.

2.11 Responders are not necessarily expected to already be fully trained in the deployment of every item of MCA specific Tier 3 equipment, e.g. the Current Busters, on commencement of the contract; there are many different products on the market, deployed differently, which achieve the same ends. They should, however, already be sufficiently trained in the use of standard response equipment for each category, e.g. shore sealing boom for shoreline, heavy duty offshore boom for offshore response etc., to enable a rapid familiarisation on MCA equipment. The ‘Training’ section, will detail how the OSRO will develop competency on specific items of MCA equipment.

2.12 All potential team members must have valid driving licenses and passports. Any costs associated with meeting these requirements are to be included in the overall contract cost.

2.13 To fulfil this contract the Contractor is required to provide appropriate, fit for purpose, protective clothing for day-to-day operations, incident response, training and exercises. All such clothing and equipment, and its maintenance, to be included in the overall contract cost.

2.14 Generally, the teams will operate in the United Kingdom and its Exclusive Economic Zone. However, contractors and personnel may be required to travel overseas in support of bi-lateral and multi-lateral contingency agreements with other countries. The Contractor must indicate whether any additional charges for personnel would be applicable for such deployments and whether they wish any restrictions for length of deployment to apply. Costs for such deployments are recoverable from the MCA.

2.15 The prospective OSRO should provide the daily or hourly charge rate for each level of personnel proposed by completing the prices schedules. If daily rates are supplied, the OSRO should specify what they actually entail, i.e. how long is a day? The OSRO should also state whether the costs will remain the same for work outside of normal working hours, weekend or bank holiday working and whether the daily costs will remain the same for any work outside of the UK.

1. **Training**

3.1 The prospective OSRO must demonstrate a commitment to maintaining and continuously improving competency levels among response staff, designed to broaden and increase skill sets, building resilience in the organisation in the long term.

3.2 OSRO’s must have in place:

* A suitable competency based training system including an effective system of competence assessment and record keeping for response personnel, appropriate for each role I.e. Response Manager/On Scene Commander, Team Leader etc.;
* A basic responder induction training programme for new staff;
* An agreed training plan for every response staff member, which should be appropriate for each role they will be undertaking and encourage continuous development and improvement; and
* An annual exercise planner designed to ensure competency is maintained and to enable continuous improvement and development among response staff. This exercise planner should be linked to the response staff training plans.

3.3 On commencement of the contract the OSRO will incorporate the specific training requirements for the MCA contract, i.e. MCA Tier 3 equipment, into their competency assessment process, training plans and exercise planner. Any additional cost burden this additional training places on the OSRO should be incorporated into the fixed annual costs for the contract.

3.4 Tenderers must propose a training plan to train their staff on MCA equipment. This plan will provide the team of 12 responders, *guaranteed to be* *available at all times,* able to fulfil the role of Team Leader or On Scene Commander*,* sufficiently trained to be able to deploy all of the MCA’s equipment without supervision *and* supervise others in its deployment. The training plan must deliver this level of competency within 12 months of the commencement of the contract.

3.5 Training can be delivered in multiple formats to keep down costs, including classroom based training and training at the OSRO’s warehouse/yard. Heavy deployments, at sea and on the shoreline, will obviously need to take place to guarantee competency levels are achieved, but these can be kept to a minimum with sufficient training in the classroom and at the warehouse/yard. Innovative arrangements to reduce the cost of heavy deployments are encouraged – this could include the use of owned vessels/facilities or standing arrangements with vessel owners and/or ports.

3.6 Planned exercises with other clients, i.e. Tier 2 exercises for port or offshore operators, or actual incidents will be recognised as training events, providing they involve the deployment of MCA equipment or similar equipment owned by the OSRO. Use of MCA equipment for Tier 2 exercises will be free of charge, but prior approval must be sought from the MCA, either by email or telephone. Use of MCA equipment for incidents, where the OSRO is responding to a call from another client and not the MCA, will also require prior approval and will in addition be chargeable to the OSRO. This will be at the daily hire rate recommended by the EU Claims Management Guidelines.[[2]](#footnote-2) It is anticipated that the OSRO will pass on these costs to the client who made the call out.

3.7 Training events should also be used to develop existing standard operating procedures and create standard operating procedures for new equipment. The OSRO should consider creating training material for use in the classroom during these deployments, such as staged photos and footage of deployments.

1. **Beach supervisor courses**

4.1 The OSRO will be required to assist the CPS Branch Environmental Scientist on up to six Beach Supervisor training courses per year. The purpose of these courses is to provide local authority personnel with training in shoreline response techniques. The format this training takes is one day of classroom based learning and one day of hands on training on a beach involving instruction in conducting beach surveys, introduction to recovery devices and deployment of shore-sealing boom.

4.2 OSRO’s will be required to deliver presentations on the classroom day and take the lead in the deployment of the shore-sealing boom and the recovery equipment showcasing, delivering instruction to and providing supervision of the course delegates.

4.3 Course content will be provided by the MCA, but OSRO’s must have staff who are able to deliver presentations clearly and confidently. The delivery technique can be amended to suite the preferred style of the presenter as long as the prescribed content is delivered and with prior permission from the Counter Pollution and Salvage Branch Environmental Scientist. OSRO staff must also be able to deliver toolbox talks, instruction and supervision to untrained delegates, ensuring that they are safe throughout the deployment. OSRO’s will be responsible for conducting site visits of proposed booming locations and carrying out risk assessments for the activities.

4.4 Staff provided to the MCA for these courses will be chargeable to the MCA, where those staff members are not already under obligation under the proposed arrangement. The costs of accommodation, transport, substance and other related expenses will be recoverable from the MCA.

1. **Exercises**

5.1 Between two and four times per year OSRO will be required to conduct practical deployment exercises, both at sea and on the shoreline, for the MCA. One of these deployments will be a cold call out designed to test mobilisation times. The other deployments will be planned and will include participation in exercises with the MCA’s stakeholders, industry and international partners. Staff provided to the MCA for these courses will be chargeable to the MCA, where those staff members are not already under obligation under the proposed arrangement. The costs of accommodation, transport, substance and other related expenses will be recoverable from the MCA.

5.2 On several occasions throughout the year the MCA will participate in table-top exercises to test the procedures outlined in the National Contingency Plan. On these occasions the OSRO must provide a competent member of staff to fulfil the role of Advisor to the Marine Response Centre (MRC); a role description is provided in paragraph 17.2.

1. **Contract Management**

6.1 The contract management structure for this agreement will be as follows:

6.2 The day to day running of the contract will be carried out between the Technical Manager and Deputy Technical Manager on the OSRO’s side and the CP Resources Lead and Deputy Resources Co-ordinator on the MCA’s side. The OSRO’s Contracts Manager and the MCA’s Head of Counter Pollution and Salvage will provide oversight.

6.3 The Technical Manager post must be filled by an individual who holds a mechanical engineering qualification to a level equivalent to a Merchant Navy Chief Engineer’s Certificate of Competency. This should enable the postholder to carry out repairs and maintenance on the mechanical equipment in the stockpile and to provide advice on purchasing and legislative compliance. CV’s and copies of certificates for the individual proposed to fill this role should be submitted as part of the tender.

6.4 The successful contractor will be expected to attend quarterly contract progress meetings with MCA staff. The Technical Manager, Deputy Technical Manager, CP Resources Lead and Deputy Resource Co-ordinator must attend this meeting. The OSRO’s Contracts Manager, and other senior staff at the OSRO, and the MCA’s Head of Counter Pollution and Salvage, and other senior staff at the MCA, may also attend these meetings as and when it is necessary. Associated travel and accommodation costs for this should be included in the overall contract cost.

6.5 The roles of Technical Manager and Deputy Manager do not necessarily have to be filled by the same people throughout the duration of the contract and could be staffed on a rotational basis. However, the MCA would expect to have two regular points of contact, one of whom who can always be contacted by the MCA during normal office hours, 09:00 to 17:00, Monday to Friday. These members of staff will provide technical advice to the MCA on matters pertaining to the contract, including but not limited to equipment purchasing, repairs/maintenance and practical deployments. The two points of contact must be familiar with the MCA contract and its requirements. Continuity and familiarity with key ongoing issues and projects would be primary concerns for the MCA.

6.6 OSRO’s must have administrative/finance staff available to ensure that the MCA is invoiced promptly for fixed contract costs and for any additional work such as small purchases, maintenance and exercises. The OSRO mus submit invoices monthly, in arrears. Invoices for any work carried out, small purchases, maintenance and exercises, must be received by the MCA within one month of the work taking place. Invoices must be submitted to MCA, Counter Pollution and Salvage Branch, Spring Place, 105 Commercial Road, Southampton SO15 1EG and subject to no queries on the content of these invoices they will be paid by the MCA within 30 days.

1. **Audits**

7.1 The MCA’s CP Resources Lead and Deputy Resources Co-ordinator will conduct annual audits of all of the stockpile equipment and stockpile sites. This will be undertaken with the assistance of the Technical Manager and Deputy Technical Manager. Access to all items of MCA equipment will be required. The costs of this audit, including travel and accommodation, should be included in the overall fixed costs of the contract.

1. **Health and safety**

8.1 Contractors will be responsible for the health, safety and wellbeing of their responders, even when they are on MCA deployments. The OSRO will have the right to veto any instruction from the MCA if they believe, based on ground truth, it would put their responders in danger; the MCA will not knowingly put lives at risk responding to an oil spill. The OSRO must have in place a health and safety policy and an effective system of management and training to ensure that this policy is complied with. A process for risk assessing all operations should be in use and the contractor should provide appropriate PPE for all activities. This PPE should be tested and maintained in compliance with all relevant legislation and required standards e.g. life jacket testing, fire extinguisher pressure testing.

8.2 There may be occasions where responders encounter hazardous gases resulting from freshly spilled oil. The OSRO should have entry protocols for these scenarios. The MCA will provide breathing apparatus sets to allow safe entry into these areas, as well as monitoring equipment to measure hazardous gas levels. Training on this equipment will be provided by the equipment manufacturer at the MCA’s cost.

1. **Stockpile locations and response times**

9.1 The MCA’s main equipment stockpile is currently based at Barnsley, where approximately half of the national stockpile is stored. The remaining half of the equipment is split between stockpiles at Bristol and Dundee. It is not a contractual requirement to store the equipment at these specific locations, however, it should be noted that these locations were chosen due to their strategic placement in terms proximity to major transport links and the response times from these bases to all parts of the UK mainland and ferry terminals to Northern Ireland and the UK islands. It is, and will be, a contractual requirement to be able to deliver equipment to any location on the UK mainland within 12 hours of departing any of the proposed stockpile sites (not accounting for unforeseen events such as road closures, extreme weather etc.).

9.2 We will consider any proposed locations for the stockpile sites and any innovations to reduce storage costs (such as use of a gantry crane to maximise the use of floor space), as long as the 12-hour requirement can be met. Proposals will be scored according to cost and according to estimated journey times from the proposed sites to the following locations:

* Southampton;
* Plymouth;
* Falmouth;
* Newquay;
* Bristol;
* Milford Haven;
* Holyhead;
* Barrow-In-Furness;
* Fort William;
* Inverness;
* Aberdeen;
* Edinburgh;
* Newcastle;
* Hull;
* Lowestoft;
* Felixstowe;
* Folkestone;

9.3 Proposed journey times will be verified using Google Maps. This does not account for unforeseen events such as road closure, traffic accidents or extreme weather.

1. **Mobilisation, transport and deployment**

10.1 It is necessary for the OSRO to have a robust out of hours callout procedure and functioning duty manager system to guarantee response mobilisation. The details of this must be included in the tender document.  During normal office hours (Monday-Friday, 0900 to 1700, excluding Bank Holidays) the Contractor must have the ability to commence loading the selected equipment and depart the stockpile with within two hours of a call-out by the MCA and within three hours outside of office hours.  Costs for all such deployments are recoverable from the MCA.

10.2 Stockpile sites must have forklift trucks/cranage, capable of lifting 5 tonnes, to move and load the equipment. The equipment is mainly stored in heavy duty cages and 10ft shipping containers, or is palletised, and will be suitable for loading and unloading by forklift or crane. This facility (with staff trained to operate the equipment) must be available for a call out 24/7 365.

10.3 The Contractor must have an arrangement for road haulage of the equipment, which can be utilized 24 hours a day, 365 days a year. Contingency arrangements for haulage must enable the mobilisation criteria stipulated in this document to be met. The vehicle drivers must be equipped with appropriate communications facilities to enable the equipment to be diverted or recalled during mobilisation if necessary. To meet the mobilisation time requirement the use of two drivers may be necessary for longer journeys. Dispensations for exceeding driving hour restrictions can be issued by the MCA.

10.4 When equipment is mobilised to the scene of an incident or staging area/forward operating base the OSRO will be required to liaise with local contractors/site owners and the MRC logistics cell to organise craneage and forklift facilities at the destination. For mobilisations from the main stockpile(s), use of the forklift facilities, and operator, are to be included in the overall contract cost. The cost of hire-in facilities at a lay down area for incident response will be reimbursed by the MCA.

10.5 The MCA’s at sea equipment will be deployed on vessels of opportunity. These vessels would normally be obtained by the MCA via a shipbroker, with guidance on selecting suitable vessels to be provided by the OSRO’s Advisor to the MRC. However, should the OSRO have access to response vessels, workboats or vessels of opportunity, the MCA will consider utilising this service. This will be regarded as an added benefit in the tender and details should be submitted on how vessels are accessed, whether owned or available via agreement or an in-house shipbroking service. If owned, the likely availability of vessels for incident response should be stated.

10.6 On some occasions the equipment may be required to be airlifted, either by fixed wing or rotary wing aircraft. The responsibility for providing the aircraft will rest with the MCA but the Contractor will be responsible for providing accurate tonnage/weight and transport to the loading airfield and then from the destination airfield to the incident location. The contractor must also ensure that the correct certification is gained for any equipment that is likely to be airlifted at any time. The aircraft company will be responsible for loading and unloading the aircraft and any cost incurred is reimbursable by the MCA.

1. **Travel, accommodation and welfare**

11.1 Travel, accommodation and welfare for the responders during exercises and incidents must be organised by the OSRO. A process for how this will be achieved should be included in the tender. The MCA will reimburse cost for mileage, hire cars, accommodation and subsistence (not alcohol) in accordance with national subsistence rates . The applicable rates for this type of expenditure are set out in the tender documents. Special rates apply for overseas destinations and these will be notified to the Contractor as required. It will be necessary to provide full documentation (copy receipts) when submitting an invoice to the MCA for payment and no percentage mark ups are acceptable for this type of expenditure. The MCA would expect to receive these invoices within one month of responders returning to their base.

1. **Premises for base of operations and for the storage of equipment**

12.1 All the equipment must be kept secure, dry and undercover. Security measures to prevent theft, vandalism or sabotage of the equipment should be in place at each site. This should include CCTV, controlled access when sites are manned and measures to secure the building out of hours, i.e. shutters, secure locks, alarm, systems. Procedures and systems to prevent fires and stop their spread should they break out must also be in place.

12.2 The contractor must provide some spare capacity of storage as the equipment levels may alter over the life of the contract. The contractor should therefore give an indication of spare capacity at each of their proposed storage site(s) which could be utilised by the MCA – the cost of this extra storage to be included in the overall contract costs provided in response to this specification. During the duration of the contract, should the stockpile holding decrease, the MCA reserve the right to apply for a reduction in storage costs. The MCA also reserve the right to transfer equipment between locations as and when required to ensure current and future operational requirements are maintained. The transportation costs to be agreed and reimbursed by the MCA. No storage costs in addition to that agreed for the fixed costs of the contract are acceptable.

12.3 Stockpile sites must have workshop/repair facilities to perform planned preventative maintenance and to effect repairs when equipment is damaged/broken down. In addition, as stated above in paragraph …, stockpiles sites must have forklift truck/cranage facilities capable of lifting 5 tonnes to be able to fulfil requirements for mobilisation, equipment moves or equipment rearrangement within each of the sites. Stored equipment must be easily assessable for loading and deployment and routine maintenance and audit. The cost of these facilities and trained staff to operate them, available for call out 24/7 365, should be incorporated into the fixed overall costs of the contract.

12.4 Equipment at the stockpile sites must be stored in a safe and secure manner. For the wellbeing of their staff, OSRO’s must provide a safe and clean workplace, in full compliance with the Health and Safety at Work Act 1974 and all subsequent amendments and Statutory Instruments. Facilities available at each proposed site should include basic catering (tea/coffee making, microwave, fridge), an office space and meeting room, internet access, computers and printing, changing rooms, toilets and shower facilities, with separate facilities for male and female staff. An arrangement for laundering uniforms, work gear and PPE should also be in place, either with house facilities or via an external supplier.

12.5 It should also be considered that sufficient ‘empty’ space at stockpile sites will be required for maintenance, cleaning/decontamination and training.

12.6 Tenderers must submit details of their proposed storage sites with floor plans, photographs and descriptions. The MCA reserves the right to visit the proposed stockpile sites as part of the tender evaluation process.

1. **Equipment maintenance**

13.1 The equipment must be maintained in a state of operational readiness. To achieve this, a schedule of planned preventative maintenance has been established, an extract of which is shown in Appendix 2. The contractor must follow this schedule or a similar process which achieves the same outcome. The contracted OSRO must have competent staff available in house who have the knowledge, skills and qualifications to carry out this planned preventative maintenance. If the equipment is damaged during deployment or simply degrades over time, the contractor must have the ability to carry out the majority of repairs in-house. Certain specialist repairs may be outsourced, but this will need to be pre-approved by the MCA and should not be routine.

13.2 The contractor will purchase any parts, spares and consumables required to keep the equipment in a state of operational readiness, following the guidelines in Appendix 3 The cost of purchasing these spares will be reimbursable by the MCA, subject to prior approval normally via the submission of an invoice with full details of the work carried out and attached receipts. Where repairs to equipment are necessary in an emergency, the Contractor should seek verbal approval from the MCA Contracts Manager – Pollution and Salvage Stockpiles, with written confirmation to follow.

13.3 The Contractor must ensure, where necessary, that the equipment complies with the current UK and EU Health and Safety regulations, including the maritime equivalents. Where this is incompatible with the planned maintenance schedule for a piece of equipment, the requirement to ensure compliance with Health and Safety regulations will prevail.

13.4 Staff costs for routine planned preventative maintenance must be included in the fixed annual costs of the contract. A proportion of the staff costs for repairs of the equipment, following damage sustained during deployment, wear and tear or age, should also be included in the fixed price of the contract, however, the MCA understands that it will not be possible to anticipate the extent of repairs that will be required and the quantity of staff hours this will entail. The OSRO should therefore offer a number of labour days to be included in the fixed contract costs for these repairs. Should the amount of repair work exceed these allotted days, the MCA will pay for the additional labour days. The extent of repairs to be agreed with the MCA in advance and the MCA reserve the right to repair equipment outside the terms of this contract. The contractor should supply details of the proposed charges for additional labour days – hourly rates for all grades of staff to be employed under this contract.

13.5 The equipment must be available for inspection and testing at any reasonable time by MCA, or any other person authorised by MCA to act on its behalf.

1. **Asset management system**

14.1 To coordinate planned preventative maintenance and repairs, the MCA has invested in an asset management software system. The purpose of this system is to provide an accurate list of MCA assets and a complete history for each asset from date of acquisition through to eventual disposal. This history includes:

* + Locations
	+ Purchase Price;
	+ Supplier;
	+ Scheduled Maintenance;
	+ State of Readiness;
	+ Equipment Moves;
	+ Changes; and
	+ Deployment history.

14.2 The System utilises mobile devices (PDA’s) to collect and verify all actions relating to an asset, thus ensuring integrity of data. It is a fully hosted web based solution accessible anywhere in the world through a standard web portal.

14.3 To ensure a state of readiness each asset has allocated to it a series of scheduled maintenance items at pre-determined periods. The maintenance is recorded via the PDA with monthly management reports showing any incomplete or outstanding maintenance for the period.

14.4 Documentation, certification and photographs relating to a specific asset are attached to the asset record and form part of the asset’s history. In the event of deployment the system creates a record of all assets deployed.

14.5 The MCA will arrange for an appropriate, and agreed, number of contractor staff to be fully trained on this system and will also provide the PDA scanners. The MCA will also cover the cost of telephone on line support from the system provider. However, tenderers must note that it will be necessary for a computer system with internet access to be available and supplied by the OSRO.

14.6 OSRO staff carrying out maintenance on the stockpile are expected to use the work-order function to allocate planned preventative maintenance jobs, update the system when maintenance is completed, update and manage the equipment data as required and upload any new maintenance routines.

1. **Stock control**

15.1 Occasionally it may be necessary for stockpile contract staff to purchase small items of equipment on MCA’s behalf. These purchases must be carried out in accordance with the Guidance provided in Appendix 3. In addition to the contractor invoicing the MCA for recovery of their expenditure for these purchases it is permissible to charge a mark up. Suppliers should identify the mark up rate that will apply within the proce schedule. This mark up rate is to cover all administrative and stockpile management costs and should only be applied to invoices if the contractor can prove they have had to research the purchase and have invested staff time on our behalf. MCA staff carry out annual stock checks on equipment and contractor staff are required to assist in this audit check. Staff costs for this assistance to be included in the overall contract costings.

1. **Document management**

16.1 OSRO’s will be responsible for the detailed records associated with each piece of equipment, including:

* Standard operating procedures;
* Manufacturers documents, i.e. manuals and warranty details; and
* Testing/servicing certification.
1. **Support to the MRC during a major incident**

17.1 In a major incident, the MCA will require additional support from the contracted OSRO in terms of assistance to the MRC. This assistance may be highly varied but may include specialist advisors, administrative assistance, logisticians, etc. Due to the diversity of each incident it is not possible to fully cover the requirements and responsibilities of each possible role, however a short description of possible roles is given below.

17.2 Advisor to the MRC

The contracted OSRO will provide a senior member of staff to join the MRC. Their role will be that of a liaison officer, providing a link to the frontline teams, overseeing and taking responsibility for their actions. This member of staff will also provide advice to the MRC on the response, based on their expertise and direct access to information on the ground. They will also advise on sourcing suitable vessels of opportunity and other specialist equipment/services. It is expected that the Advisor will have a high-level knowledge of oil spill response and the UK response framework as outlined in the UK National Contingency Plan: A Strategic Overview for Responses to Marine Pollution from Shipping and Offshore Installations. Seniority and evidenced leadership qualities will also be key, to enable this individual to effectively direct teams in the field. CV’s of individuals who could fulfil this role should be submitted as part of the tender.

17.3 Logistic support

During a major incident, the MCA will require logistical support from its contracted OSRO. This support will include:

* Arranging and coordinating transport for contracted response staff and equipment, this may include:
* Haulage,
* Ferry bookings,
* Flights,
* If the deployment is abroad, arranging movement of the equipment through customs;
* Arranging welfare and accommodation for contracted response staff
* Sourcing specialist equipment and/or services (e.g. vacuum tankers, portaloos/shower facilities, catering vans);
* Sourcing small equipment items and consumables (e.g. shovels, sorbents, paper suits, PPE); and
* Record keeping of all purchases and stock movement.

17.4 The level of support in terms of the number of staff involved should be scalable, depending on the size of the incident. In a major incident the logistics team would be required to manage and supply a large number of separate activities for a prolonged period, possibly for many weeks or months; the scaled up logistics team must have the capacity and resilience to cope with this. Subcontracting out part of this capability to a professional logistics firm would be an acceptable solution for this requirement. This support must be available 24/7, 365 days a year, from the point of activation of the contractor during an incident.

17.5 The prospective OSRO must state as part of their tender how these requirements will be fulfilled, which in house staff can fulfil these functions (with CV’s submitted as evidence) and which functions will need to be sub-contracted, with details of a formal arrangement. The cost of supplying additional staff or subcontracted services will be reimbursable by the MCA.

1. **Business continuity**

18.1 The counter pollution equipment stockpile and the staff trained to deploy it are a critical national asset. The OSRO should therefore have in place a business continuity plan outlining credible scenarios which could seriously impact service delivery. This would include crises which effect:

* Personnel availability;
* Equipment readiness;
* Premises/facilities;
* ICT; and
* Logistics (haulage, transport etc.).

18.2 Business continuity plans should detail steps to mitigate the credible scenarios, such as alarm systems to deter burglary, and plans to restore the service in the event the scenarios do occur.

1. **Relocation of Stockpile**

19.1 The Contractor should submit a timetable (if appropriate) for the relocation of the main stockpiles from Barnsley, Bristol and Dundee, with a breakdown of all haulage, labour and associated relocation costs. MCA will agree and oversee the operation. To assist with the necessary estimations for the relocation of the stockpile, tenderers may arrange to visit one, or all three, of the present sites and these visits should be arranged through the MCA only. Any costs associated with this possible relocation should be shown in the initial contract costs but highlighted as relocation costs. For MCA evaluation purposes the Contractor must provide a fixed cost for one tractor unit and 40 ft flat bed trailer from each of the three existing storage sites to their proposed new location. However, to allow the Contractor to estimate an overall cost for relocation we provide the following estimations:

* + 20 x 40 ft flat bed trailers from Barnsley
	+ 10 x 40 ft flat bed trailers from Bristol, and
	+ 10 x 40 ft flat bed trailers from Dundee.
1. **Key Performance Indicators (KPI’s)**

20.1 KPI’s will be measured as part of this contract to ensure contractual compliance. The areas subject to KPI’s will be: training and competency, equipment maintenance, mobilisation times, provision of technical advice. Two of these areas will be assessed via reports provided in six monthly returns:

* **Training and competency** - six monthly returns will be submitted showing training undertaken and staff competency on MCA equipment. This will be measured according to how many staff are able to lead a deployment in every piece of MCA equipment. 4 – 6 people will be graded as ‘insufficient’ and will be a cause for immediate remedial action, 7 – 11 people will be graded as ‘requires improvement but no cause for immediate remedial action unless deficiency is not rectified in the next six months’, 12 will be graded as ‘fully meeting the requirement’, anything over 12 staff will be graded as ‘exceeding the requirement’; and
* **Equipment maintenance** – six monthly returns will be submitted showing the planned preventative maintenance carried out against the due dates and any overdue items. This information is downloadable as an MS Excel file from the asset management system. Maintenance which is needed to comply with legislative requirements or has health and safety implications, such as the ‘bump testing’ of personal gas detectors, must always be carried out by the designated due date, not to do so will be regarded as a non-compliance. For the remaining equipment, scheduled maintenance must not be overdue by more than half of the designated interval period for each piece of equipment, for example, if a length of boom is tested every two years, the test must not take place any later than one year from the due date, to allow this will be considered a non-compliance. Interval periods can be amended, but only with the approval of the MCA Resources and Claims Manager.

20.2 Certain KPI’s will be related to specific events and will be assessed as and when these events occur:

* Mobilisation times will be tested in an annual cold call out;
* Successful delivery of training on scheduled beachmaster courses;
* Successful deployment of MCA equipment during planned exercises;
* Successful deployment of MCA equipment during incidents;
* The provision of technical advice;
* Provision Advisor and Logistical Support to the Marine Response Centre.
1. **Environmental Impacts**

21.1 Describe how you would manage the environmental impacts of this requirement with particular reference to:

• The management of waste;

• The conservation of water and energy;

• Management of CO2e emitted by your organization on the MCA’s behalf;

• The use of energy from sustainable sources;

1. **Skills and employment Oppertunities**

22.1 One of the Government’s strategic objectives is to create skills and employment opportunities throughout the supply chain that will lead to a more diverse workforce. What would you do to promote this objective through this contract, with particular reference to:

• The provision of apprenticeships or other forms of employment training;

• Employment and training opportunities for diverse groups including the unemployed;

1. **Added benefits**

23.1 The tenderer should outline any additional benefits they can provide to enhance their proposal to meet this specification. The added benefits would be at no additional cost to the MCA. Added benefits could include, but is not limited to, a member of the Contractor staff dedicated 100% to this contract, or the provision of a seagoing vessel for equipment deployment exercises.

1. **Joint tenders**

24.1 Joint tenders or consortiums would be an acceptable way for multiple OSRO’s to fulfil the overall requirement. OSRO’s who submit a joint tender or consortium proposal must describe in detail how the arrangement would work and who would take responsibility for specific area e.g. a geographic split, response type etc. It must be addressed how contract management would work and procedures for a call out with two or more contractors involved.

1. Merchant Shipping Act 1995 (As Amended), s 293 (1) [↑](#footnote-ref-1)
2. Rate per day = (list value)\*2/in-use life expectancy. A half rate will be applied to equipment mobilised to the scene of an incident but on-standby. In use life expectancy is estimated at 180 days for mechanical equipment (power packs, pumps, skimmers), 90 days for heavy plastic equipment (offshore booms), 30 days for plastic and rubber materials (in-shore booms). [↑](#footnote-ref-2)