

Our Ref: **NMBAQC\_OM\_2023**

Your Ref:

Date: 24/07/2023

Dear Sir or Madam,

**Contract Ref: NMBAQC\_OM\_2023**

**Contract Title: North-East Atlantic Marine Biological Analytical Quality Control scheme 2023 Opportunistic macroalgae/Seagrass percent cover (OMC) and Opportunistic macroalgae biomass (OMB) ring tests**

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 address by **18:00 on Monday 28th of August 2023:**

graham.phillips@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

Graham Phillips

NMBAQC Contract and Finance Manager

E-mail: graham.phillips@environment-agency.gov.uk

Telephone: 020302 56015 or 07768 273146

The Environment Agency,

Rivers House,

Lower Bristol Road,

Bath

BA2 9ES

**Request for Quotation**

**Ref: NMBAQC\_OM\_2023**

**Title: North-East Atlantic Marine Biological Analytical Quality Control scheme 2023 Opportunistic macroalgae/Seagrass percent cover (OMC) and Opportunistic macroalgae biomass (OMB) ring tests**

**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 North-East Atlantic Marine Biological Analytical Quality Control (NMBAQC) committee aims to enhance quality control in marine biological monitoring. It first began by providing a quality assurance scheme in the early 1990s for benthic invertebrate identification and enumeration for the purposes of the UK National Marine Monitoring Plan (NMMP) now known as Clean Seas Environment Monitoring Programme (CSEMP). Since this time other UK wide monitoring is required such as the Habitats Regulations and Water Environment Regulations. These require monitoring of more than benthic invertebrates, and as such the NMBAQC has also developed quality control/assurance for other biological elements such as marine algae and seagrass, the subjects of this document.

The contract will be held and managed by the Environment Agency who act as the NMBAQC scheme Contract and Finance managers.

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a 24 month initial period, followed by two further 12 month extension options up to a maximum contract length of 48 months. These extensions will also be exercised subject to acceptable supplier performance. 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 (attached) shall apply to this contract.

This contract shall be managed on behalf of the Environment Agency by Graham Phillips(**email**: graham.phillips@environment-agency.gov.uk, **telephone**: 020302 56015, **mobile**: 07768 273146).

The NMBAQC Technical Manager responsible for the management of the technical aspects of the macroalgal component is Clare Young of DAERA (Department of Agriculture Environment and Rural Affairs) (claire.young@daera-ni.gov.uk). The contractor will advise the TM of any sub contractual issues arising, affecting analysis, reporting or participation.

## Contact Details and Timeline

Graham Phillips 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. Contact details are **email**: graham.phillips@environment-agency.gov.uk, **telephone**: 020302 56015, **mobile**: 07768 273146

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

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | 28th August 2023 |
| Evaluation of Request for Quote submissions and clarification | w/c 28th August 2023 |
| Award of contract | w/c 4th September 2023 |
| Project/Contract end date | 31st August 2027 |

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 – 6**0%**
* Quality – **40%**

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

* Project and Risk Management - **30%**
* Resources (including team allocated to project) - **20%**
* Operational Delivery - **30%**
* Health, Safety and Wellbeing - **10%**
* Sustainability – **10%**

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 |

If a score of at least 4 is not achieved, the response will be deemed non-compliant and your tendered bid will be disqualified for failing to meet minimum requirements.

**Section 4**

**Information to be returned**

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

Please include the following in your response:

Project and Risk Management:

* A statement of your organisation’s quality management approach.
* Details of anticipated risks which may affect the timing and quality of the deliverables and how these risks will be managed.
* Details of how you propose to maintain continuity of personnel.

Resources:

* Details (including CV’s) of the key personnel who would be carrying out the service.
* Details of recent experience carrying out similar contracts.

Operational Delivery:

* Details of the proposed methodology for delivering the contract in accordance with the technical specifications (Section 5).

Health, Safety and Wellbeing:

* Details of Health, Safety and Wellbeing policies/procedures relevant to delivery of the project (particularly intertidal fieldwork) (Section 7).

Sustainability:

* Details of environmental sustainability policies/procedures relevant to delivery of the project (Section 7).

Additional requirements:

* Completed Pricing Schedule (Appendix A).
* Completed Prior Rights Schedule if applicable (Appendix B).
* Confirmation that terms and conditions are accepted (Appendix C. Please note that the terms cannot be amended later).

**Section 5**

**Specification**

**1. BACKGROUND**

 Macroalgal blooms can be a feature of soft sediment areas of both coastal and transitional waters, and must be monitored for various Directives and OSPAR. The key analytical parameters for algae are spatial cover and density (biomass). Seagrass beds can occur in similar habitats, and may co-occur. Their quality status may be assessed for the Water Environment Regulations (WER, formerly Water Framework Directive), Habitats Regulations (HR, formerly Habitats Directive) and for other purposes. Information on WER monitoring tools may be accessed at <http://www.wfduk.org/resources/category/biological-standard-methods-201/tags/transitional-coastal-water-159>. Assessing the extent and density of seagrass beds is similar to assessing mats of opportunistic macroalgae, and also requires quality assurance.

The percentage cover ring test (OMC) allows comparison of participants’ assessments between labs and between individuals. It tests participants’ ability to assess the presence and density of algae and seagrass.

The biomass ring test (OMB) allows comparison of participants’ assessments between labs. It is designed to assess participants’ efficiency and accuracy in processing algal biomass samples and to highlight areas of difference among participants or laboratories. It also looks at any differences between the quadrat assessment methods used to ensure these are comparable and consistent across labs and participants.

The exercises may be used by participants either as a performance indicator or as a training exercise.

**2. requirements**

**2.1** **The main criteria are:**

2.1.1 Quality Control of the assessment of percentage cover in quadrats on sedimentary shores for

* 1. macroalgal blooms and
	2. intertidal seagrass beds
		1. The assessment of biomass measurements for macroalgal blooming.

2.1.3 An initial meeting between contractor and Technical Manager is envisaged to agree the scope and detail of the work programme. This could be in person or other methods as deemed acceptable by both parties.

**2.2 Quality Control of the assessment of percentage cover of sedimentary shores by macroalgal blooms and intertidal seagrass beds using quadrats**

2.2.1 In order to test percentage cover estimates, participants will assess digital photographs of quadrats showing different amounts of algal cover and/or seagrass cover. There should be 15 images for seagrass cover and 15 for macroalgal blooms, or a small proportion of the total may include quadrats with both present.

2.2.2 Images of quadrats should show different amounts of cover, such that participants can estimate percentage cover across the scale of <10% to ~100%. The contractor would be expected to provide good quality photographic images of quadrats of size 0.25m2 in area and photographed from above.

* + 1. There should not be undue shading of parts of the quadrat, and conditions should be such that reflection or surface water does not obscure plants. Extraneous materials may be removed from the surface of the quadrat to improve visibility of algae or seagrass.
		2. Photographs should be of the highest available resolution and taken to maximise the field of view to show the individual quadrat. There should be no excessive cropping of images. Copies of original images should be submitted to the Technical Manager in advance for approval.

2.2.5 Quadrats should be open to allow participants to add their own grid for estimation, and/or photographed using different grid options; this should be agreed with the Technical Manager.

2.2.6 The contractor is encouraged to develop a “reference” estimate of percentage cover by using a fully calibrated image object recognition analysis programme to calculate cover as accurately and consistently as possible.

2.2.7 The contractor should calculate Z-scores for participants’ results based on means of participants’ results, and also compare participants’ results with the “objective” image analysis estimates. Procedures should be agreed with the Technical Manager.

2.2.8 The contractor should be able to supply and receive all samples (digital images) and documentation for up to 20 laboratories. Contractors will be advised by the Finance manager of the number of participating laboratories one month prior to the date for exercises to be sent out.

2.2.9 The contractor will advise the Technical Manager of any sub-contractual issues arising, affecting analysis, reporting or participation.

**2.3 The assessment of biomass measurements for macroalgal blooming**

2.3.1 It is considered impractical to send out samples of real seaweed for biomass estimation, therefore a synthetic algal substitute should be used, e.g. cloth cut into strips or other suitable material(s). This can be combined with natural materials to mimic a real sample. Information on tests to date would be available to the successful tenderer. Tenderers are encouraged to offer alternative suggestions for synthesising samples.

2.3.2 For each laboratory the contractor should provide three samples of different weight using a synthetic algal substitute (materials to be agreed with Technical Manager) mixed with a known amount of dried mud. These should be weighed dry, mixed together and sent to participants, who would add a prescribed amount of water for wetting the sample. Pre-wetted samples could result in leakage in transit, and are costlier to transport, but this can be discussed with the Technical Manager. A defined protocol will be agreed with the Technical Manager prior to the exercise; the contractor will then be responsible for sending this out with the samples.

**3**. **OPERATIONAL REQUIREMENTS**

3.1 Biomass samples and percent cover images should be collected by the contractor, ensuring that this is done in accordance with their own Health and Safety requirements.

3.2 The contractor should be able to demonstrate that balances used for preparing and assessing samples are adequate for the purpose, e.g. operate to the appropriate level of sensitivity and are properly calibrated (sample weights are recorded to one decimal place).

3.2 The contractor will be responsible for assessing returns and reporting on participants’ performance to levels agreed with the committee and Technical Manager.

3.3 The contractor should be able to supply and receive all samples and documentation for up to 20 laboratories. Contractors will be advised by the Finance manager of the number of participating laboratories one month prior to the date for exercises to be sent out.

3.4 Participants should be given six weeks for the test(s) and return of results.

3.5 The contractor will be responsible for assessing returns and reporting on participants’ performance to levels agreed with the committee and Technical Manager.

3.6 A Ring Test Bulletin should be circulated to participants within two to four weeks after the closing date for the completed Ring Test. The Bulletins should highlight relevant points.

3.7 A draft full report on results should be submitted to NMBAQC within 6 weeks of the deadline for results to be returned. A final report should be delivered 2 within weeks after comments from NMBAQC have been returned. The format and content of the reports should follow those published on the NMBAQC scheme website (<http://www.nmbaqcs.org/scheme-components/macroalgae/reports/>) unless changes are agreed with the Technical Manager.

3.8 The contractors shall circulate a feedback form with the exercise and collate comments for the full report.

3.9 In the event of disagreements between a participating laboratory and the ring tests contractor concerning any of the analyses, independent verification by an external expert will be sought. The costs of resolving such disagreements will be met by the ring tests contractor.

3.10 The contractor will advise the Technical Manager of any sub-contractual issues arising, affecting analysis, reporting or participation.

3.11 The contractor shall prepare annual certificates of performance for each laboratory.

**4 PARTICIPATION**

4.1 Typically, between 10 and 14 laboratories have taken part so far in the opportunistic macroalgae percent cover (OMC) tests with between 7 and 11 laboratories having taken part opportunistic macroalgae and seagrass biomass (OMB) tests so far. The contractor should be able to supply and receive all samples and documentation for up to 20 laboratories (for the percent cover exercise this may include up to 10 individuals from a participating laboratory, who can submit returns separately). Scheme members comprise government, university and commercial labs.

4.2 Samples are only supplied to those participants contracted into the scheme, not to their subcontractors.

**5. Skills of Personnel Required**

5.1 **The following key areas of expertise are required:**

5.1.1 The contractor should have a sound understanding of quality systems and their requirements.

* + 1. The contractor should be able to take suitable high quality photographs of algae and seagrass in *in situ* quadrats. Examples of photographic skills should be submitted with the quote.
		2. Proven experience of effective report-writing skills.

5.1.4 The ability to deliver the components of the scheme to the outlined timetables.

5.1.5 The contractor should have sufficient statistical skills to analyse and interpret data.

5.1.6 The contractor should have their own Health & Safety policies and risk assessments.

* 1. **The following key areas of expertise would be advantageous:**

5.2.1 Knowledge of monitoring methods for relevant legislative drivers.

### Timescales/Deadlines

The timescales for the delivery of the opportunistic macroalgae/seagrass percent cover (OMC) and opportunistic macroalgae biomass (OMB) ring tests is as follows:

* **September/October:** Acquire images/specimens for ring tests
* **January:** Images and corresponding notes circulated to participants for identification ring test (six weeks given to participants to return tests).
* **March/April:** Ring test bulletin to be circulated to participants (two to four weeks after ring test closing date).
* **April/May:** Submission of draft report of ring test results to the NMBAQC Committee for comment (within six weeks of the results closing date).
* Delivery of final report within two weeks of return of NMBAQC Committee comments. Final report to be approved by the Technical Manager.

The payments schedule will be as follows:

1. **12.5%** of contract total following circulation of 2023/24 ring test
2. **12.5%** of contract total following approval of 2023/24 final report
3. **12.5%** of contract total following circulation of 2024/25 ring test
4. **12.5%** of contract total following approval of 2024/25 final report
5. **12.5%** of contract total following circulation of 2025/26 ring test
6. **12.5%** of contract total following approval of 2025/26 final report
7. **12.5%** of contract total following circulation of 2026/27 ring test
8. **12.5%** of contract total following approval of 2026/27 final report

**Section 6**

**Contract Management**

The NMBAQC Technical Manager (TM) responsible for the management of the technical aspects of the macroalgal component is Clare Young of DAERA (Department of Agriculture Environment and Rural Affairs) (claire.young@daera-ni.gov.uk). The contractor will advise the TM of any sub contractual issues arising, affecting analysis, reporting or participation.

This contract shall be managed on behalf of the Agency by the NMBAQC Contract and Finance Manager (FM) Graham Phillips(**email**: graham.phillips@environment-agency.gov.uk, **telephone**: 020302 56015, **mobile**: 07768 273146).

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award. Invoicing can occur after in accordance with the payment schedule in Section 5.

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.

**Supply chain**

Our Internal Environmental Management strategy has a 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.

**NMBAQC\_OM\_2023: North-East Atlantic Marine Biological Analytical Quality Control scheme Opportunistic macroalgae/Seagrass percent cover (OMC) and Opportunistic macroalgae biomass (OMB) ring tests**

The quotation is to be made as Fixed Lump sum as follows:

|  |  |
| --- | --- |
| **Cost Breakdown** | **Cost £, Excluding VAT** |
| **Running of 2023/24, 2024/25, 2025/26 and 2026/27 % Cover tests (OMC) (include fieldwork to collect images as well as preparation and the running and reporting of the tests)** |  |
| **Running of 2023/24, 2024/25, 2025/26 and 2026/27 biomass tests (OMB) (include preparation and the running and reporting of the tests, and postage)** |  |
| **Total** |  |
|  |
| **Is your company VAT registered?** | Yes/No |

Travelling and subsistence should be incorporated where applicable in costs for each element above.

**Note to bidders:**

1. All costs/ rates are to be exclusive of Value Added Tax
2. Sums quoted are fully inclusive of all requirements as detailed in the specification.
3. No work shall be carried out at daywork rates without the prior agreement of the Environment Agency’s nominated representative
4. The sums shown shall be fixed for the duration of the contract
5. Payment will be made on satisfactory completion of the workin accordance with the Conditions of Contract.

**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** |
|  |  |  |
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|  |  |  |

**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.

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

Name

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

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

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

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