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Environment
Agency

Request for Quotation

Ref: ARCEO_VHR_WP1

Title: Near-Realtime tasked high resolution hyperspectral satellite imaging services - West Midlands - Priority 1

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

We have a requirement for high resolution (better than 1 m) hyperspectral (including NIR and SWIR) satellite imaging services for a pilot agricultural surveillance project part of the West Midlands of England totalling an area of 1,875 km² (map of area is in Appendix A) between 25th November 2021 and 15th February 2022. The provider should demonstrate that they can prioritise the tasking for this work package and show that the data has a high probability of being captured given the time frames, the size of the area and the capacity of their systems. We will need to be able to schedule at short notice satellite data capture at better than 0.6 metre resolution that will be made available to visualise and analyse within 72 hrs of acquisition. We will need to be able to share the images with other DEFRA partner organisations and be able to share screenshot (not georeferenced) images of the data with relevant stakeholders. The licence agreement should allow use of the imagery by the Environment Agency and partner (DEFRA) bodies in perpetuity. This is part of a wider programme of data acquisitions that are being targeted for different regions.

Summary of Team

We are the surveying arm of the Environment Agency, part of National Operations - Regulation, Monitoring and Customer.

We provide remote sensing, data analysis and terrestrial survey activities.

Our work contributes to the mapping and understanding of the natural landscape, and is predominantly used for flood risk mapping, coastal monitoring and waste crime.

Contract Length

It is anticipated that the data supply contract will be awarded to one supplier and commence 25th November 2021 and end no later than 15/02/22. Data should be collected and delivered as soon as is practicably possible though. 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 D) shall apply to this contract.

This contract shall be managed on behalf of the Agency by **Crispin Hambidge**

Contact Details and Timeline

Crispin Hambidge (crispin.hambidge@environment-agency.gov.uk) 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.

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

Activity	Due Date
Supplier responses for Request for Quote	19/11/21 23:00hrs
Evaluation of Request for Quote submissions	23/11/21

Award of contract	25/11/21
Project/Contract end date	15/02/22

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 – 60%
- Quality – 40%

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

- A. Demonstrate ability to fulfil the acquisition within the time frame. E.g. describe how you will capture large image blocks at high resolution. Please note more coarse resolution will be considered if there are additional benefits like additional imaging channels that would add material utility to the data. 50 %
- B. Demonstrate ability to provide satellite imagery within 72 hours of data acquisition. 15%
- C. Demonstrate that Environment Agency will have the rights to use the imagery in perpetuity 15%
- D. Demonstrate that the acquisition can be prioritised. 10%
- E. Demonstrate ability to stream images through ESRI's ArcGIS Online portal. 5%
- F. Ability to share the images throughout DEFRA and be able to share screenshot (not georeferenced) images of the data with relevant stakeholders. 5%

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 B);
- completed Prior Rights Schedule (Appendix C);
- confirmation that terms and conditions are accepted (Appendix D. Please note that the terms cannot be amended later).
- Responses to Evaluation Criteria A-F listed in section 3

Section 5

Specification

1. Background to the Requirement

We have a requirement for high resolution satellite imaging acquisition for a pilot agricultural surveillance project covering part of the West Midlands of England between 25th November 2021 and 15th February 2022. Please bear in mind that earlier acquisition and delivery is beneficial hence the request for prioritisation. The project will be working with stakeholders internal to the Environment Agency & external stakeholders within the wider DEFRA family.

2. Specific Objectives/Deliverables

- Supplier must be able to provide streaming satellite imagery within 48 hours of data acquisition. Acquisition of data should be at a resolution of better than 1 m GSD delivered in either GeoTIFF format or high quality JPEG2000 format. Pansharpened RGB imagery is acceptable.
- We should be allowed to see the imagery before approving.
- As a minimum the imagery should include Red, Green, Blue and Near Infrared and preferably SWIR channels.
- Near Infrared and SWIR channels should be supplied in its native resolution (not pansharpened)
- We will need to be able to share the images throughout DEFRA and be able to share screenshot (not georeferenced) images of the data with relevant stakeholders.
- If it increases the likelihood of fulfilling the data capture, then it is acceptable for imagery to be captured across multiple dates.
- Opaque cloud cover should cover no more than 10% of the area of interest. If there is cloud cover then it should not be distributed such that it reduces the overall quality of the imagery across significant swathes areas of interest (e.g., if there is 10 % of cloud cover and it is distributed in small patches across the scene, this will be highly detrimental to the interpretation of the image).
- Translucent Cirrus cloud should cover no more than 20 % of the image.

- The combined proportion of the scene covered by Opaque and Translucent cloud cover should be no more than 20%.
- We would consider options for partial data capture at a reduced cost (*pro rata*) in exceptional circumstances if it can be demonstrated that priority tasking has been applied to this contract.
- Supplier will also provide customer support service- accessible Monday-Friday 9am - 5pm. Please provide contact details.

3. Timescales/Deadlines

Supplier must be able to provide access to stream and download satellite imagery within 72 hours of data acquisition

4. **Section 6**

Contract Management

This contract shall be managed on behalf of the Agency by Crispin Hambidge.
crispin.hambidge@environment-agency.gov.uk

Contract performance will be managed via monthly project review meetings.

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

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.

Invoices can be raised at the end of each month to cover tasking & streaming events in the previous month.

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:

1.1 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 provided in Section 2. 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 Section 2.

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

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.

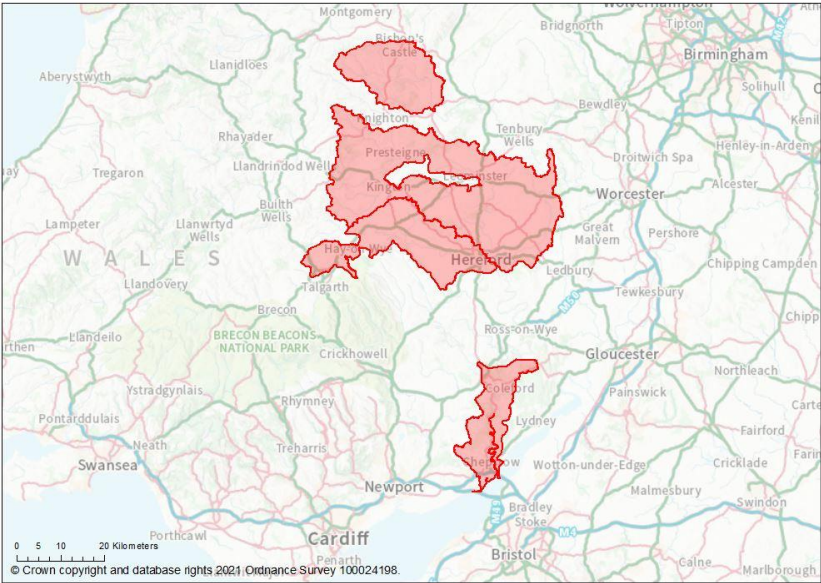
DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

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 – Area of Interest



APPENDIX B - 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 detail your task costs in the table below.

Cost Proposal (To be completed by Supplier)	
Project Tasks	Total Cost
Tasking area of high-resolution imagery–min 0.6m resolution (1,875km²).	
Prioritisation	
Licence to use in perpetuity	
Provision of customer support service (Mon-Fri 9-5)	
Total Overall Cost	

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APPENDIX C - 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 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 D – 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 _____