

Our Ref: AQC-001-22

Your Ref:

Date: 17/10/2022

Dear Supplier,

**Contract Ref: AQC-001-22**

**Contract Title: Environment Agency Nitrogen Dioxide Direct Analyser with Nitrogen Monoxide - for Rural Supersite**

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 31/10/2022 at 23:59.

aqmonitoringuk@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

Rob F Jones

Title: AQ Contracts Technical Lead

E-mail: [robf.jones@environment-agency.gov.uk](mailto:robf.jones@environment-agency.gov.uk)

AQmonitoringUK@environment-agency.gov.uk

Telephone: 07557255476

**The Environment Agency**, Environment Agency, Ghyll Mount, Gillan Way, 40 Business Park, Penrith, Cumbria, CA11 9BP

**Request for Quotation**

**Ref: AQC/001/22**

**Title: Environment Agency Nitrogen Dioxide Direct Analyser with Nitrogen Oxide - for Rural Supersite**

**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
* Air Quality Equipment

**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**

Two new targets for PM2.5 will be set out in accordance with the new Environment Act for England. The existing national PM2.5 monitoring network is likely to be expanded in order to support the assessment of progress against these targets and development of effective policies to deliver them. As part of this expansion, two new rural multi-instrument sites, locations still to be confirmed, are planned for development by June 2023. These will become part of the Automatic Urban and Rural Network (AURN) in the United Kingdom that will provide key co-location data alongside PM2.5 concentration and composition.

Two of the instruments required for the expansion have been identified as Direct Nitrogen Dioxide analysers, with a capability to also produce a Nitrogen Oxide result, that meets the BS EN 14211:2012. This will provide important co-located information for the PM 2.5 collected at the supersites.

This procurement is to purchase these analysers in preparation for the installation of these and also to provide a short trial to ensure they are fit for purpose in their ability to operate on the AURN.

**The Air Quality Contracts team are responsible for purchasing Environment Agency assets and making sure we have the necessary contracts in place for the operation, data collection and quality assurance of these assets. Much of the operational work after the purchase will be undertaken by our AURN contractors.**

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period to end no later than 28/03/2022. 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 Goods (Appendix 9) shall apply to this contract.

## Contact Details and Timeline

Rob F Jones 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.

Tel 07557255476 / EMAIL – [robf.jones@environment-agency.gov.uk](mailto:robf.jones@environment-agency.gov.uk) / AQmonitoringUK@environment-agency.gov.uk

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

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | 31/10/2022 |
| Evaluation of Request for Quote submissions | 11/11/2022 |
| Award of contract | 15/11/2022 |
| Install and Trial at Chilbolton (Or similar AURN site) | 13/02/2023 |
| Project/Contract end date | 28/03/2023 |

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.

* Technical Performance / Suitability – 60%
* Warranty, Spare Parts and Service Capability – 20%
* Training – 10%
* Health and Safety / Sustainability – 10%

**We can only evaluate against information provided within your response.**

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 08);
* responses to Questions for Tender (Appendix 07);
* completed Prior Rights Schedule (Appendix 10 );
* confirmation that terms and conditions are accepted (Appendix 11). Please note that the terms cannot be amended later.

Appendix 8 Pricing Schedule - The method for Commercial Evaluation is outlined below:

* Costs must be entered into the ‘Pricing Schedule’ The figure in the sheet named “Total costs for Evaluation” cell C14 will be the price evaluated
* The purchase cost of two units by March 2023
* The trial cost in February 2023
* 18 year running costs
* Installation and commissioning into Chilbolton AURN station
  + Site Information for Chilbolton Observatory(UKA00614) can be found on this website: https://uk-air.defra.gov.uk/networks/site-info?site\_id=CHBO
* The cost of 1 x Local site Operator Training during install, 1 x virtual Central Management and Co-ordination Unit / Quality Assurance and Quality Control training and 1 x Equipment Support Unit training for servicing.

**Section 5**

**Specification**

# Background to the Requirement

This requirement is to enable two new ‘multi-instrument’ sites to measure direct Nitrogen Dioxide alongside Nitrogen Oxide at background levels in the United Kingdom. It links to the Automatic Urban and Rural Network (AURN) which provides live hourly data to UK-AIR, and is part of the expansion work around forthcoming PM2.5 targets.

Once the analysers have been purchased with the spare parts, consumables, training and service capability offered by the suppliers, these analysers are expected to remain operational until 2040.

Please find Specification Attached of our exact requirements



**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency by **Rob F Jones –** [**robf.jones@environment-agency.gov.uk**](mailto:robf.jones@environment-agency.gov.uk) **and** AQmonitoringUK@environment-agency.gov.uk

The contract will be a payment upon receipt of goods after the 1 month trial. We are happy to accept a 1 month rental charge before purchase and installation costs at point of delivery.

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

Spare parts and consumables, service contracts for support would switch to our Network Contractor who manages the AURN contract after the point of purchase and we will share key costing information around the cost of spare parts

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

**Section 7**

**Sustainability Considerations**

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

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

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

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

**Diversity and Equal Opportunities**

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

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

**Health and Safety**

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

**IEM2020:**

## Sustainability Objectives

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

**Supply chain**

Our 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.

**APPENDIX 10 - 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** |
| n/a |  |  |
|  |  |  |
|  |  |  |

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 11 – ACCEPTANCE OF TERMS AND CONDITIONS**

I/We accept in full the terms and conditions named in Appendix 9 and appended to this Request for Quote document.

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

Name

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

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

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

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