



Department  
for Environment  
Food & Rural Affairs

[REDACTED]  
[REDACTED]  
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[REDACTED]

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[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Your ref:  
Our ref: ECM\_60617  
Date: 11/02/2021

Dear [REDACTED],

## Award of contract for the Supply and Conversion of Medium Electric Vans

Following your tender/ proposal for the Supply and Conversion of Medium Electric Vans to Defra Group Fleet Services (DGFS), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Defra Group Fleet Services as the Authority and [REDACTED] as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. Vehicles shall be delivered from Manufacturer's [REDACTED] premises and Conversion Services shall be performed at [REDACTED] premises.
2. The charges for the Services shall be as set out in Annex 2 / the Supplier's tender dated 6/1/2021
3. The specification of the Services to be supplied is as set out in Annex 3 / the Supplier's tender dated 6/1/2021

4. The Term shall commence on 16<sup>th</sup> February 2021 and the Expiry Date shall be 15<sup>th</sup> February 2023 with 1+1 years option to extend.

5. The address for notices of the Parties are:

Authority	Supplier
<div></div> <b>Attention:</b> Contract Manager  <b>Email:</b> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <b>Attention:</b> Supplier Account Manager  <b>Email:</b> <div></div>

6. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
<div></div>	DGFS Contract Manager
<div></div>	DGFS Contract Manager

7. The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

## Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number(PONumber), to [REDACTED] 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Monday to Friday.

## Liaison

For general liaison your contact will continue to be [REDACTED] or, in their absence [REDACTED]  
[REDACTED] We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. DGFS would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of [REDACTED] within 7 days by 19<sup>th</sup> February 2021.

Yours faithfully,

[REDACTED]  
Defra Group Commercial

[REDACTED]  
[REDACTED]

***Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.***

Name: [REDACTED] [REDACTED], Defra Group Commercial
Signature:
Date:

We accept the terms set out in this Award letter and the annexed Conditions.

Signed for and on behalf of [REDACTED]

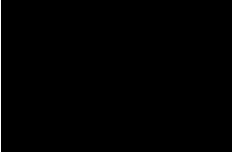
Name: [insert name] [insert job title]	
Signature:	Date:

## **Annex 1 Terms and Conditions**



Please note any additional documents attached within the bid will be included within the contract agreement unless they are not in line with the required specification or the DGC terms and conditions above. No supplier terms and conditions will be accepted.

**Annex 2 Pricing Schedule**



**Annex 3 Specification**

**Environment Agency & DEFRA**  
**Specification for Vehicle Conversion**

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## Introduction

Introduction to the Environment Agency (EA) and the Department for the Environment, Food and Rural Affairs (Defra)

### 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 at:

### Government Collaboration

Defra are the UK government department responsible for safeguarding our natural environment, supporting our world-leading food and farming industry, and sustaining a thriving rural economy. Our broad remit means we play a major role in people's day-to-day life, from the food we eat, and the air we breathe, to the water we drink. Defra is a ministerial department, supported by [34 agencies and public bodies](#), including the Environment Agency.

Defra works closely with the devolved administrations in Wales, Scotland and Northern Ireland, and generally leads on negotiations in the EU and internationally.

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 \(NRW\)](#).

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.

### Defra Group Fleet Services (DGFS)

Defra Group Fleet Services (DGFS) are a department within the Environment Agency, we are looking to offer a managed fleet service across Defra departments within the duration period of this contract; therefore this contract will be made available to other departments within Defra. Accordingly, we require a service that covers the whole of England and that also extends to Scotland and Wales, in the event that other Defra departments wish to utilise the contract.

It should be noted that the Defra Group Fleet Services would be the lead contact in this agreement at all times and the key point of contact. As this contract may be used by other Defra departments, it may be varied during its lifetime to include additional services.

The Environment Agency is developing a plan achieve net zero carbon in our operations and supply chains by 2030. This means that by 2030, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change.

DGFS will play a significant part in leading, developing and implementing innovative and pioneering solutions to help the organisation achieve these aims.

We have already made significant reductions in the emissions from our fleet, and making further and more radical reductions will not be easy. We will be working closer with our suppliers and contractors, we are confident that the expertise and attitudes that will contribute will enable us to reach this target.

### What do we spend our money on?

The Environment Agency 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 Plan 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, Diversity and Equality, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/department-for-environment-food-ruralaffairs/about/procurement>

<https://www.gov.uk/topic/environmental-management>

[Department for Environment, Food & Rural Affairs - GOV.UK](https://www.gov.uk/government/organisations/department-for-environment-food-ruralaffairs)

### **Environment Agency Corporate Action Plan**

The Environment Agency corporate action plan Creating a Better Place: our ambition to 2020 supports Defra's Single Departmental Plan, the group's mission is to protect and enhance the environment – with policies and actions that are also key to sustainable national growth.

Our Vision:	Create a better place for people and wildlife
Our Purpose:	Protect the environment and promote sustainable development
Our Principles:	How we will make choices <ul style="list-style-type: none"><li>• <i>Put people and wildlife first: our goal is to create a better place for them.</i></li><li>• <i>80/20: we will focus on the 20% that makes 80% of the difference.</i></li><li>• <i>Support local priorities: every place and community has its own needs.</i></li></ul>

Our new Corporate Action Plan 2030 will be available after February 2020.

<https://www.gov.uk/government/publications/department-for-environment-food-and-rural-affairs-singleddepartmental-plan>

### **Appendix A – Environment Agency Corporate Action Plan**

## Scope of Service

### The requirement

DGFS has a requirement for the Supply and Conversion of Medium Electric Vans ( for turnkey approach). The contract will cover production, supply and fit to all new purchases to suit various commercial fleet vehicles.

It is our intention to award a 2+1+1 year contract to the successful suppliers with performance break points. This is to ensure we reach a partnering relationship to develop our conversion systems in line with best practice in the industry. The ARP order volume will be provided to suppliers annually at point of order to allow for planning and allocation of build slots.

### Medium Van Requirements

Type	Medium Commercial Panel Van
Body Style	Medium-Light Commercial
Minimum Number of Doors	4
Fuel Type	Electric
Transmission	Automatic
Specification	<ul style="list-style-type: none"><li>• FWD</li><li>• Electronic Stability Control Programme</li><li>• Anti-lock Brake System</li><li>• Power assisted steering</li><li>• Driver and passenger airbag</li><li>• Remote Central Double Locking with alarm/immobiliser</li><li>• 2 sets of keys</li><li>• Driver's seat to be adjustable for height and reach with adjustable head restraint</li><li>• Full height solid steel bulk head</li><li>• A/C or climate control as standard</li><li>• Jack and wheel brace,</li><li>• Minimum of 4 certified brace/strut points to secure maximum load</li><li>• Reversing sensors or camera</li></ul>
Gross Vehicle Weight (GVW)	Minimum 3000kg
Minimum Payload	1000kgs
Minimum Vehicle Length	4,900mm (+/- 200mm)
Range & charging	Range min 200 miles (WLTP certified) Rapid 100kw, Fast (type 2) and domestic plug
Access	Twin Rear door & nearside sliding load door (solid – unglazed)
Colour	Silver
VED	N/A + 1 <sup>st</sup> reg fee
Lead Time	20 weeks max

Number of vehicles required	
-----------------------------	--

DGFS are looking for suppliers who will support end to end supply of medium vans and conversion of the fleet. The products supplied must:

- Provide greater operator safety in the event of a collision
- Meet quality standards stated in 2.3.1
- Be manufactured to high specification
- Be subject to stringent quality and testing procedures (FEA, FMEA, Durability)
- Demonstrate improved fuel consumption and an increase of payload
- Champion safe loading practices
- Promote our corporate branding

Our evaluation process will be intended to identify best practice and quality in these areas to achieve Value for Money (VFM).

#### Vehicle Purchase Strategy

The business objective is to enable the Defra Group organisations (via Defra Groups Fleet Services) access to medium electric vans to conduct various EA / Defra group roles. The vans will then need to be converted and these costs need to be very clear to ensure visibility of Total Life Cost.

The commercial objective is to establish a Most Economically Advantageous and efficient process route for Defra Group Fleet Services, giving maximum flexibility without adding in time restrictions.

#### Racking Requirements

#### Standards & Quality

#### CCS Agreement

The supplier must remain compliant with CCS RM3814 specification throughout the lifetime of the contract.

#### Vehicle Standards Inc Type Approval

The supplier shall ensure that vehicles are converted in accordance with the relevant [Type Approval Regulations](#), in line with the Vehicle Certification Agency terms as the designated UK Approval Authority and Technical Service for type approval to all automotive European Community (EC) Directives and the equivalent United Nations Economic Community for Europe (ECE) Regulations. Further information on type approval can be found here; <http://www.dft.gov.uk/vca/>

Vehicles must be supplied to DGFS with a Certificate of Conformity.

The Supplier shall ensure that all vehicles are to be converted in accordance with [The Road Vehicles \(Construction and Use\) Regulations 1986](#).

#### Attachments and Ancillaries

Additional equipment must be supplied with a manufacturers certificate of conformity and be CE marked. The supplier is wholly responsible for ensuring the compatibility of attachments and ancillaries with the base vehicle and subsequent conversion. All attachments and ancillaries must be tested and fully functional prior to delivery.

Any machinery in scope of the Machinery Directive must meet the Supply of Machinery (Safety) Regulations 2008, as amended by the Supply of Machinery (Safety) (Amendment) Regulations 2011.

<https://www.hse.gov.uk/work-equipment-machinery/new-machinery.htm>

The supplier, where requested to fit a winch as part of the conversion, will either support the fitment of one of our recycled winches or will supply a **Warn Zeon 8 winch**.

### **Quality Standards**

The supplier must hold the following;

- ISO9001 accredited or equivalent
- ISO14001 accredited or equivalent
- Occupational Health & Safety 45001 accredited or equivalent
- Recognised automotive quality conversion standard such as, ECR44, TS16949, TUV and have working relationships with major automotive manufacturers

Our evaluation process will be intended to identify bidders quality standards that achieve the best product quality and services available in the market whilst achieving VFM.

### **Materials**

The supplier must ensure materials used within the racking conversion will optimise fuel efficiency and improve payload, for example ultra-lightweight materials.

The supplier will be expected to evidence materials used are sustainably sourced, all waste material from production is recycled and that the product at end of life is recyclable. Re-used or recycled content should always be considered where it does not have an adverse impact on the ability to re-use the material at the end of life. Materials from closed loop and re-use systems will be prioritised. In addition to the environmental impact of the materials the supplier should also identify and manage the risks associated with the responsible and ethical choice and supply of materials. This should include but is not limited to the working rights and conditions including the pay of those involved in sourcing the materials and ensuring a robust and secure supply.

Paint used should not contain any Volatile organic compounds or heavy metals that could be harmful to the environment.

### **Electric Vehicles**

Conversion to our electric vehicle fleet must be completed by a fully trained NIC EIC engineer and supplied with full safety certification upon delivery. The supplier is expected to fully manage all the risks associated with electrical conversions in accordance with health and safety best practice guidelines.

Our evaluation process will request a proposal for the purchase and conversion of electric vans. The evaluation will look for options that accommodate the electrical functionality of the vehicle, management of increased weight and operational functionality that also represent VFM.

### *Worldwide Harmonised Light Vehicle Test Procedure (WLTP)*

The supplier is wholly responsible to complete any retesting requirements as dictated by WLTP regulations, where a conversion would impact the carbon emissions figure. The supplier is responsible to provide the new readings in accordance with these regulations to the manufacturer.

### *Racking Designs*

Appendices of the current racking and fit out requirements of the DGFS Commercial fleet including; small, medium, large vans and a range of 4X4s are included within the following appendices;  
Commercial Vans

### Appendix E

- Medium Van Option Sampler
- Medium Van Option A
- Medium Van Option B
- Medium Van Option C
- Medium Van Option D

The supplier will be required to work to the designs within the specifications as necessary in line with changing requirements or vehicle supplied. The supplier will be required to assist with development of the systems in line with safety, industry best practice and regulation.

We require documentation to be provided by the supplier as follows:

- Detailed design drawings (e.g. 2D or 3D) of the system and its installed position in the vehicle.
- Details of the securing points to the vehicle and anticipated load ratings for these attachments.
- Details of the maximum dynamic load limits for the system. Labels should also be fitted directly to the racking system detailing this information.

## Livery Requirements

### *Standards & Quality*

We comply with Chapter 8 guidelines meeting DfT best practice requirements. Details of our chapter 8 signage can be found within the designs in Appendix F

The supplier will design and produce all livery in line with the Defra approved corporate branding. Please refer to Appendix F for full material and colour specification.

### *Livery Designs*

The supplier will design, produce, supply and fit DGFS livery requirements to suit various commercial fleet vehicles and plant, as per the designs provided in Appendix F.

Our current livery includes, but is not limited to:

- Vehicle/Plant decals
- Vehicle Rear Chevrons
- No smoking/weight/diesel decals
- Red reflective tape
- Sets of screen printed and self-colour cad cut vehicle markings (i.e. vehicle wraps) etc ).

The supplier will ensure the Computer Aided Design (CAD) cut vehicle markings (i.e. vehicle wrap) application of materials will be carried out by an approved 3M fitter or similar.

The supplier will provide two livery catalogues, one for the conversions offered in this contract and another to include designs and part numbers for medium vans.

## Operational Delivery

### *Conversion Rate*

The supplier's production site will be required to have the ability to convert multiple vehicles purchased through the CCS vehicle purchase framework, the volumes of vehicles purchased is dependent upon available budget. Vehicles must be converted within a maximum 8 week completion period from receipt of vehicle to delivery.

### *Pre-Delivery Inspection*

The supplier must ensure the vehicle conversion matches the individual order specification and optional extras have been included. A final manufacturer's pre delivery inspection must be completed. The vehicle must be fuelled to the required level as specified to each category. The supplier will provide an asset inspection handover sheet as part of the vehicle delivery identifying all equipment and ancillaries fitted. The sheet must be ticked off and signed, named and dated and provided as part of the vehicle handover.

### *Delivery and documentation*

The supplier will be required to deliver DGFS vehicles across England, Wales and Scotland. We expect the supplier to manage and organise deliveries in line with our strategy to reduce carbon associated with this contract, this will include consideration of low loader transport to increase multiple deliveries. The supplier will ensure all drivers used to deliver our vehicles are fully DVSA licence checked. The supplier will act upon all notifications of driving offences which occurred whilst delivering our vehicles, consistent traffic violations will not be tolerated and drivers must be removed from delivery of the contract.

The vehicles must be delivered with the following documentation and manuals detailing;

- Relevant inventory of equipment fitted, eberspacher heaters, handwash etc including make, model and serial number
- The safe and correct operation of the racking system.
- The maintenance and periodic inspections that should be carried out on the racking system.
- The installation instructions for the racking system.
- Certifications of conformity and compliance. □ Warranty documentation
- Electrical Safety certificate where required
- Vehicle familiarisation document, including quick start guides for all equipment fitted as part of the conversion.
- Checklist of conversion and attachments see 2.5.2 requirements

### *Warranty*

The supplier shall ensure that any vehicle modification work(s) shall be covered by a warranty for a minimum of 24 months, including any ancillaries such as heaters, winch etc.

The supplier will provide warranty for the goods including material and inks against significant degradation as follows:

- 3M Yellow Fluorescent 4083: 5 years (Rear Chevrons)
- 3M product IJ 380-10: 5 years (Vehicle Wrap)
- All other products: 8 years

The supplier will be expected to cover the warranty of any works completed by Sub-contractors on their behalf.

**The supplier should provide details of the dealership warranty of the vehicle.**

### *After Sales Care*

The supplier will provide after sales support such as;

- Full customer support
- Assistance with quality and lifespan of the product
- Investigation into reported faults or failures
- Warranty rectification
- Customer queries on product functionality
- Mobile fitting facility to reduce downtime of rectification and/or retro fittings
- Assist our maintenance provider with service and inspection of ancillary equipment, such as heaters and invertors

The supplier must keep full records of the conversion including make, model and part numbers to support after sales care, they will be expected to provide full support to our 3<sup>rd</sup> party maintenance provider for any ongoing maintenance.

The supplier will respond to any notified failures of equipment and ensure rectification of any warranty related items is completed within 28 days of notification.

### *Post-Accident Repair Service*

Post-sale, if any of our converted assets sustain damage as a result of a motor incident, the supplier will, upon contact from our motor insurer, assist our insurer by rectifying or replacing where necessary any item(s) damaged in the said incident.

Where possible, any repair or replacement should be carried out locally by way of a mobile fitting facility in order to reduce downtime.

Any motor insurer authorised repair/replacement should be invoiced directly to the insurer who will settle the same as the repair will form part of the insurance claim.

## **Health and Safety**

All works provided by the supplier must be executed in accordance with the latest Health & Safety Legislation. The supplier must have in place appropriate Health and Safety policies, procedures, and risk assessments at all times during the contract term. It is deemed that the supplier is wholly responsible for the Health and Safety of their personnel, Sub-Contractors.

The supplier must be able to demonstrate at all times throughout the life of the contract. They have effective arrangements for managing risk, lone working and supervision for their personnel, Sub-Contractors and Maintenance Providers, undertaking work on our premises.

The supplier will ensure that all delivery vehicles and drivers comply with the current Transport Legislation for the UK and if working to EU Drivers Regulations they comply with said regulations

The supplier will be responsible for reporting accidents and incidents, involving their undertaking of the contract, to the Contract Manager within 24 hours. The supplier must provide a copy of their investigation report within 14 days, and the report must consider the guidance contained in the HSE publication HSG 245, 'Investigating Accidents and Incidents'. The supplier will also share lessons learnt and best practice in relation to accidents and incidents relative to similar contracts.

The supplier must ensure all Sub-Contractors selected to deliver the requirements of this contract demonstrate a robust Health and Safety Management System complimented by a strong health and safety culture at all levels of the organisation. The supplier will be deemed wholly responsible for the health and safety performance of their supply chain.

The supplier will ensure all of their personnel and Sub-Contractors, used to deliver work under this contract. Must be fully trained and competent to undertake the work as directed.

The supplier's personnel and Sub-Contractors used to deliver work under this contract must sign into our premises and adhere to site specific health and safety rules, including but not limited to specific PPE, pollution prevention equipment or other safety equipment, and what to do in an emergency.

## **Sustainability**

Working with the Environment Agency

Within DEFRA we work to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods, services and works that others carry out and produce on our behalf.

eMission2030 is our sustainability strategy. It includes our supply chain. Successfully meeting the eMission 2030 commitments will be reliant upon an open, transparent and partnership approach with our suppliers to work on the risks, opportunities and solutions together.

eMission 2030 is broken down into 4 priority areas;

- Responding to the climate emergency
- Reducing and optimising our use of resources
- Benefiting people and communities
- Deliver environmental net gain.



Each priority area has 3 commitments beneath it stating what we are going to achieve. In addition, there is a suite of milestone targets that demonstrate how we will make progress against these commitments over the 10 year strategy period. It is important to note that these 4 priority areas are not independent of each other. They all interact and rely on each other to successfully achieve in full. For instance, we cannot achieve our net zero carbon ambition without reducing our resource consumption or delivering environmental net gain.

We are committed to achieving net zero carbon in our operations and supply chains by 2030. This means that by 2030, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change. We will achieve this through a 2 stage approach, the first of which is a 45% reduction which this contract will need to help us achieve. A carbon reduction target will be set for this contract, which will need to be met as part of the contract performance. The next stage is to balance the remaining emissions through investing in programmes and projects that absorb/sequester carbon from the atmosphere.

The supplier will need to demonstrate throughout the life of this contract that they are addressing and working on these issues, and will be asked as part of the tender how they will contribute to meeting them.

The supplier must commit to the following;

- Understand our eMission 2030 commitments, their importance to us and how they link to the delivery of the services under this contract.
- Actively work with us to achieve the commitments.
- Actively work with us to meet our process as it evolves and becomes established.
- Be open and transparent with us about the social and environmental impacts of the work delivered under this contract, the risks and opportunities and work to address these.
- Provide us with relevant data, evidence and examples to demonstrate the progress being made.
- Carry out valid carbon reduction activity throughout the life of the contract. This might include areas such as energy use, travel and resource consumption.

We will only purchase products and materials that are the most environmentally responsible throughout their lifecycle.

Suppliers may be invited to work with the Environment Agency in partnership to further improve sustainability opportunities within this contract. As part of this, if you are identified as an EA top 100 supplier you will be required to check and supply environmental data linked to the annual analysis of our supply chain impacts. This data will be provided within an agreed time frame and enables the EA to monitor and report on its progress against the e:Mission 2030 targets.

We also have an environmental management system (EMS) that is certified to ISO14001:2015 standards which incorporates our procurement and supply chain activities. As part of our EMS, we take a full lifecycle approach to the identification and management of the significant environmental risks and opportunities in our procurement activities. The supplier shall ensure that the services are performed in a manner which is always consistent with the Employer's Environmental Management Systems/Principles.

The Supplier will;

- Remain fully compliant with all relevant environmental legislation at all times throughout the life of this contract. This includes any amendments to existing legislation or any new legislation that may come into force during the life of this contract.
- Consider and reduce the environmental impacts of the products and service over the whole lifecycle to take into account the impacts outside of their direct operation including; design, raw materials, manufacture, in use including servicing and maintenance and end of life disposal.
- Achieve continuous improvement in environmental performance;
- Encourage innovation in order to deliver resource efficient, cost-effective and low carbon solutions.
- Promote the best practical environmental options;
- Communicate our sustainability requirements throughout their supply chain, partners and wider organisation.

- Share, communicate and promote best practice, lessons learned and new innovations with the Environment Agency in all areas that are relevant to this contract.

The Supplier may be asked to provide a supply chain map of the products offered as part of this contract.

The Supplier is responsible for ensuring that all parties working under this contract are aware of, compliant with and competent to be able to deliver the sustainability requirements listed in this document. The Supplier must monitor and ensure ongoing competence and compliance with this throughout the life of the contract.

Recognising this contract will run for up to 6 years, there will be new initiatives, targets and approaches that if appropriate will be introduced to the contract during its lifetime.

We encourage our suppliers to be certified to the standard of ISO14001 or equivalent by an accredited body. A staged approach to this standard can be achieved for Small and Medium Enterprise's (SME's).

The products provided/used as part of this contract must as a minimum;

- Seek to avoid using virgin, finite resources, and use materials and products that are from recycled or renewable sources. The purchase of products and materials from closed loop and re-use systems will be prioritised.
- The supplier must actively reduce the amount of resources that will be used to deliver this contract throughout its duration.
- The Supplier must in all instances ensure that only the minimum amount of packaging is used and look at ways to reducing this throughout the contract period. The Supplier is to provide 100% reusable or recyclable packaging. Any packaging that cannot be reused or recycled will need to be substituted for those that can. The Supplier must not use single use plastics packaging as part of the contract.
- Any and all paint used should be lead free and should not contain any VOC's or heavy metals which could be detrimental to wildlife.
- Reduce the use of hazardous substances.
- Any and all hydraulic oils supplied in equipment purchased under this contract must be defined as "Readily Biodegradable" and meet OECD 301B. If equipment is at any point filled with conventional oil before delivery it must be sufficiently flushed through to prevent contamination.
- Non solvent-based degreasers must be used in all cases.

Work carried out as part of this contract must;

- Aid the Environment Agency in implementing its bio security measures to limit the spread of non-native invasive species. This includes but is not limited to work carried out to the vessels to reduce their risk of spreading non-native invasive species but also in transporting any vessels from site to site and travelling to and from sites to carry out the required work.
- Ensure that all equipment is operating in line with its design specification at its most efficient in order to ensure running costs, carbon emissions and air pollutant emissions are at their lowest.
- Ensure that all equipment is operating in line with its design specification at its most efficient so that disturbance caused to the surrounding environment including but not limited to silt disturbance/mobilisation when in a water course and noise during operation is at its lowest..
- Ensure the robust containment of all oils, fuel and lubricants to minimise the risk of leaks and spills during operation.

## Pollution Prevention

The Supplier and its Sub-Contractors shall ensure compliance with all Environment Agency pollution prevention procedures and processes whilst on site. They must act in line with legal responsibility and good environmental practice at all times.

The Supplier and its Sub-Contractors will:

- Ensure familiarisation of site drainage plans and appropriate working location before commencing works.
- Adhere to all on site Environment Agency pollution prevention procedures and processes.
- Carry appropriate spill kits and be competent in how to use them
- Report Incidents and Near Misses in line with Environment Agency guidelines, including but not limited, to the monitoring and reporting of hose and oil leaks.

## Reporting of environmental incidents and near misses

All environmental incidents and significant near misses must be reported to the Environment Agency Incident Hotline 0800 80 70 60 at the earliest opportunity, and then to the Contracts Manager.

Initial reports for such incidents must be followed by a written report containing key information about the incident including lessons learnt. A final and comprehensive investigation report must be provided by the Supplier to the Contract Manager within 10 working days. The report findings including lessons learnt may be discussed as part of regular contract review meetings. The Supplier must share all significant lessons learnt with all sub-contractors working as part of this contract.

## Waste

We aim to eliminate waste from products and materials. It is our intention to not buy any product until we know how it will be disposed of at end of life and that we are happy that the option provided is the most environmentally preferable option available. The supplier will need to provide us with details on how they will eliminate waste from products and materials, and how products will be disposed of at end of life. Closed loop and re-use systems will be prioritised.

All waste generated from the work including but not limited to replaced parts, oils, paints and batteries will be classified as the Supplier's waste and the Supplier will be required to manage this waste correctly in accordance with all relevant and current legislation, including but not limited to disposing of it at authorised waste facilities and providing full and transparent details of all final waste destinations. All and any waste will be removed from site and the waste hierarchy applied with no waste sent to landfill. Appropriate Duty of Care documentation should be completed and be available for audit/inspection at any time.

The Supplier is required to inform us of any sustainability and resilience risks that exist with the supply, manufacture and delivery (from sourcing of materials to end of life) of the products under this contract which may affect its cost, availability, delivery times and ongoing use.

Risks to be considered include but are not limited

to; ○ the impact of extreme weather events

○ new or proposed legislation

○ material scarcity issues

○ reputational impact

○ impacts in the supply chain that go against the sustainability standards and objectives outlined this schedule.

The Supplier is to share this information with us and look at ways to reduce the risk or impact. The intelligence on this is to be updated annually or as more information about the risks occurs, whichever is more frequent.

## People and Communities

The Supplier will support the use of SMEs, Supported Factories, Charities and Social Enterprises in their supply chain. The Supplier will report on their current activity in this area and plans to increase this as part of the Management Information (MI).

We are committed to ensuring the people we employ and those in our supply chain are paid a real living wage, have good working conditions, and are protected from modern slavery. The supplier will need to

demonstrate through the life of this contract that they are addressing and working on these issues, and will be asked how they contribute to meeting them. The supplier will ensure staff directly employed by them are paid a [real living wage](#).

## **Contract and Performance Management**

### **RM3814 CCS DPS Agreement**

We, "the Contracting Authority" shall award the contract for these goods in accordance with RM3814 DPS Agreement Schedule 5 (Contract Procedure). The supplier will be expected to support completion of the CCS DPS Contract Order Form, by reference to this Statement of Requirements and the Contract Tender submitted during the Call for Competition Procedure.

The supplier must remain compliant with the requirements of RM3814 DPS agreement as well as our "The Contracting Authority" requirements detailed within this specification.

### **Account Management**

The supplier shall within their tender provide the name and contact details (including email address and telephone number) of the Account Manager for this contract. The nominated Account Manager shall have industry experience, technical and operational knowledge. The Account Manager will be the single point of contact for equipment and contract queries, quotations and placement of orders.

The supplier must inform DGFS Contract Manager of any proposed changes to account management staff throughout the duration of the contract.

The named Account Manager shall oversee the operation of all the services and provide expert advice on all equipment supplied to us.

The Account Manager and/or the account management team shall as a minimum be required to:

- Ensure that all the Goods & services utilised by us are delivered in accordance with the standards stated in the contract
- Manage complaints and issues through to resolution including escalating as appropriate
- Collate and consolidate management information (MI) reports,

We will require as a minimum;

- 2 strategic/performance meetings per year to discuss contract performance against delivery schedule and changing product technology
- Full implementation meeting

### **Implementation Plan**

We will require a detailed implementation plan within 20 working days of contract award and cover the entirety of the delivery schedule for all 19/20 ARP vehicles due for delivery. Final confirmation of volumes, make and model will be provided upon award.

This plan shall include, as a minimum, the suppliers resources allocated for the implementation, and the procedures it shall adopt to carry out an effective implementation and delivery schedule.

We will require the following activities to be completed prior to implementation including but not limited to:

- A project plan including indicative timescales;
- Project management methodology as agreed between the parties, including a process for reporting against progress against agreed plans;
- Implementation team structure including a named implementation manager and named technical experts;
- A testing and acceptance plan which must include:
  - Design agreement
  - Prototype approval

- Carrying out test procedures of WVTa, PDI  
fitment of telematics

#### Order Process and Delivery Schedule

DGFS will supply an official purchase order per vehicle detailing the racking options and additional requirements, delivery location, contact name and number.

The supplier must compile a delivery schedule based on these orders and provide weekly updates on the delivery schedule. The updates must be sent by spreadsheet containing the following information.

Date of order  
Product details  
Additional Extras/Options  
Purchase Order No  
Asset Number (when available)  
Expected delivery date  
Actual delivery date  
Familiarisation Training Date  
Confirmation Familiarisation Training Completed

Our evaluation process will be intended to identify bidders that also provide digital and live portal information associated with our designs and build programmes.

#### Performance Reporting

The supplier is required to produce a 6 monthly performance report including:

Delivery schedule progress  
Performance against SPM's – see section 5.6  
Issue Resolution – see section 5.7

These reports will be supplied 5 working days prior to our agreed Contract review meetings to our Contract Representative. If reports are not presented prior to the scheduled meeting it will be rearranged for when the information is made available.

These reports should also include recommendations for action either by us or the supplier, to improve the safety, efficiency, effectiveness, environmental performance and value for money of the Fleet and/or related processes and procedures.

As part of this, the supplier will provide the Environment Agency with environmental performance data linked to this contract and their wider operations. The data will include, but is not limited to, greenhouse gas emissions (CO2e) and waste, the carbon reporting will include delivery mileage and manufacturing. This data will be requested annually and further detail on how and when this data should be reported will be provided once the contract has been awarded.

#### Supplier Performance Measures (SPM)

We will require the supplier to meet the Supplier Performance Measures (SPMs) below and report performance against these measures at the 6 monthly Review meetings, using Performance Reports.

NO	Supplier Performance Measure	Performance Guidance	Method and Frequency of Measurement
1	All orders to be delivered in accordance with tender offer within call for competition procedure regarding standards and legislation	100% of orders to be compliant with standards and legislation	3 monthly Performance report
2	Assets to be delivered as per the order and to the required standards	95% of assets to be delivered to order and standards	3 monthly Performance report

3	Rectification of incomplete/incorrect orders must be completed within 10 working days.	95% Rectification of incomplete/incorrect orders must be completed within 10 working days.	3 monthly Performance report
4	Conversions to be completed within 8 weeks of receipt of vehicle, or within the revised Authority timescale which will only be offered on an exceptional case by case basis.	95% of conversions to be completed within 8 weeks of receipt	3 monthly Performance report
5	Prototype to be available within 3 weeks of order for DGFS approval	95% of all prototypes to be available within 3 weeks of order	3 monthly Performance report
6	Warranty Claims – to be rectified within 21 working days	90% to be rectified within 21 working days	3 monthly Performance report

Please note these SPM's are subject to review and amendment throughout the life of the contract. Our Sustainable Business Unit will work with the winning supplier to review and agree carbon reduction targets throughout the lifetime of the contract.

#### Issue Resolution

The supplier shall ensure that any issues or complaints received directly from us are acknowledged within 1 working day of the details being received.

We will require that immediate action is taken to resolve all queries and complaints and that a full written explanation is provided. The supplier shall keep us informed with the progress of our complaint at regular intervals until it is resolved. The supplier shall record all complaints together with the actions and timescales taken to resolve and include these on the 6 monthly performance report. In all cases complaints shall be resolved within 21 working days.

#### Invoice and Payment Systems

The supplier will invoice the Environment Agency post-delivery to the value of original quotations and purchase order these should include delivery charges.

We will confirm payment profiles as part of contract implementation. However In accordance with the Government Prompt Payment Initiative, we pay our suppliers within 30 working days from receipt of invoice. We require a commitment from the supplier that they will pay any sub contractors, who is used under this contract, within a maximum of 30 working days from receipt of invoice.

The supplier must present an official VAT invoice stating the valid purchase order number to:

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#### Commercial Considerations & Cost Control

We will require effective cost control to be undertaken and a process and procedure to be implemented to ensure costs and any additional costs are validated to ensure they are fair and reasonable. This includes design developments which incur costs varying from the original tender response, additional services and transport costs. We appreciate design development will incur a variation to pricing within the contract term, however the supplier will need to evidence price variations against material, manufacturing, fitting and labour costs. We may undertake independent benchmarking reviews to ensure the prices represent good value within the market. The supplier will support these activities to provide full transparency of their pricing for the goods and/or services provided.

In all respect, this contract shall operate on a partnership basis. There shall be full "open book accounting" reporting on both sides of all aspects of the services provided. Problem solving shall be approached on a shared responsibility basis. The supplier shall commit to proactively seek out continuous improvement to the service levels and costs and suggest improvements to reduce cost, improve safety or environmental performance. The supplier should also commit to supporting us in achieving, and where possible exceeding,

its fleet related strategic and environmental objectives, including our supply chain. This will be achieved through Supplier Performance Measures (SPMs) and regular Operational, Tactical and Strategic reviews with our Commercial and Fleet representatives. All parties shall adhere to the principles of continuous improvement, sustainable development and lifecycle impact reduction.

It is important to us to support the development of SME's and ensure smaller businesses are not impacted by financial pressures to deliver this contract. We will, where appropriate, consider staged and milestone payments for the delivery of certain orders. Where the turn key solution is used through the DPS agreement we will support payment of the base vehicle prior to conversion, this is dependent on evidence that the asset is located at the suppliers premises.

#### **Supply Chain Management**

The supplier shall undertake effective supply chain management and have full transparency of their supply chain, throughout the duration of the contract to ensure the cost effective and sustainable continuity of supply, and quality of goods or services provided to us.

The supplier must communicate our sustainability requirements throughout their supply chain, partners and wider organisation. They must share and communicate best practice/lessons learnt and new innovations with us in all areas that are relevant to this contract.

#### **Business Continuity Management**

The supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the fulfilment of the goods and services described in this specification are not interrupted in accordance with ISO22301 or equivalent. The supplier shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles of ISO 22301, or equivalent.

The supplier will inform our Contract Manager of any disruption to the service within 1 working day.

### **Contractor's Responsibilities**

The supplier is required to hold a current motor insurance policy covering loss or damage to any motor vehicle which is in their custody or control for reasons connected with the supplier's business

The supplier is required to keep Environment Agency property in safe custody and good condition, set aside and clearly marked as the property of the Environment Agency.

The supplier is required to undertake an inspection of all vehicles when received and a subsequent inspection of the vehicles prior to leaving their premises. Any damage observed during the inspections is reported to the owner at the time the damage is observed.

Indemnity will be in favour of the Environment Agency relating to any loss or damage to any property (excluding indirect and consequential loss) which might arise as a direct consequence of the actions or negligence of the supplier, our staff or agents in the execution of the contract.

Any loss, damage or destruction of the Environment Agency's vehicles whilst on the supplier's premises which is not as a result of the actions or negligence of the Environment Agency or its employees is to be covered under the supplier's policy of insurance or the contract.

### **Intellectual Property Rights for Designs**

All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in a Prior Right Schedule to this contract.

All Results shall be the property of the Agency.

The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the supplier. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

#### **Definitions**

## Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

## The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the supplier, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.



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