



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

Tender for Discovery Research on Understanding User Needs for Air Quality Data and Information

Tender Reference: itt_4906

Lot 1 – itt_4912

Lot 2 – itt_4916

September 2018

Important Notice

All references in this ITT to the Authority include, where appropriate and unless the context otherwise requires, references to the Authority's predecessors and successor(s).

The Information has been prepared to assist interested parties in deciding whether or not to submit a Response in relation to the procurement. It does not purport to be all-inclusive or to contain all of the information that a Tenderer may require. Any descriptions of existing and proposed contractual arrangements are of a general nature only. Where the Information describes any contractual arrangements which are not yet in force, those arrangements are subject to change. Any reference to a contract or other document is qualified in full by reference to the entire terms of the contract or document to which reference is made.

The issue of this ITT in no way commits the Authority to award the contract to any person or party. The Authority reserves the right to terminate the competition, to award a contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in this ITT, or to reject any or all Responses and to terminate discussions with any or all Tenderers at any time. Nothing in this ITT should be interpreted as a commitment by the Authority to award a Contract to a Tenderer.

The Authority does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this document or based on or relating to the recipient's use, or the use by any of its subsidiaries or the respective representatives of any of them, in the course of its or their evaluation of the service or any other decision. In the absence of express written warranties or representations as referred to below, the Information shall not form the basis of any agreements or arrangements entered into in connection with this procurement.

The Information has been provided in good faith and all reasonable endeavours have been made, and will be made, to inform you of the requirements of the Authority. However, the Information does not purport to be comprehensive or to have been independently verified. You should form your own conclusions about the methods and resources needed to meet these requirements. In particular, neither the Authority nor any of its advisers accept responsibility for representations, writings, negotiations or understandings in connection with this procurement made by the Authority (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it. Tenderers are expected to carry out their own checks for verification.

The only information which will have any legal effect and / or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and/ or warranted in the Contract or other relevant agreements entered into at the same time as the Contract is entered into or becomes unconditional.

Subject always to the provisions of the preceding paragraph, Tenderers considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of this ITT shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.

The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken

prior to the execution of a Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Authority reserves the right to withdraw from the procurement at any time or to re-invite Responses on the same or any alternative basis.

Nothing in this ITT shall constitute legal, financial or tax advice. This ITT is not a recommendation by the Authority, nor any other person, to bid for, enter into or agree to enter into any contract in connection with this procurement, nor to acquire shares in the capital of any company that is to carry out any part of the service or in any parent company of that company. In considering any investment in the shares of any company or in bidding for the award of the service, each Tenderer, potential contractor, funder and investor should make its own independent assessment and seek its own professional financial, taxation, insurance and legal advice and conduct its own investigations into the opportunity of being awarded a contract in relation to this procurement and of the legal, financial, taxation and other consequences of entering into contractual arrangements in connection with this the procurement.

This ITT and the Information is confidential.

This ITT is subject to copyright. Neither this ITT, nor the Information, nor any other information supplied in connection with it, may, except with the prior written consent of the Authority, be published, reproduced, copied, distributed or disclosed to any person, nor used for any purpose other than consideration by each Tenderer of whether or not to submit a Response.

The Authority reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and Information contained in this ITT as it shall in its absolute discretion think fit.

The Authority will not be responsible for the costs or expenses of any Tenderer in relation to any matter referred to in this ITT howsoever incurred, including the evaluation of the service opportunity, the award, or any proposal for the award of the contract or negotiation of the associated contractual agreements.

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to and acceptance of the terms set out in this Important Notice.

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SECTION 1: TENDER PARTICULARS

GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix B: Authority's Conditions of Contract) have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Authority”	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the [insert name of lot] procurement.
“ITT”	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
“Tender”	a formal tender in response to this ITT.
“Tenderer”	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	the timetable set out in Part 2 of this Section.

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

PART 1: GENERAL

1.1 The Authority is looking to appoint a supplier to conduct Discovery Research on Understanding User Needs for Air Quality Data and Information.

- 1.2 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>
- 1.2 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.3 The specification describes the activities to be undertaken and invites Tenderers to offer to provide these services. The requirements have been divided into two Lots; this is to provide Tenderers with the option of submitting an alternative proposal to that which has been proposed by the Authority. The Authority hopes this will promote and facilitate innovation from Tenderers. Both Lots will be evaluated, but only one Lot will be awarded.
- 1.4 Tenderers wishing to submit an alternative proposal (Lot 2) must produce a proposal that fulfils the Specification of Requirements. Tenderers must ensure that the Qualification Envelope at itt_4906 is completed and note that it will apply to both Lots.
- 1.5 In the event that a tenderer is successful, the stronger of the two proposals will be awarded. Both Lots will be evaluated using the same criteria. For the avoidance of doubt, the options are summarised below:
- Lot 1 (itt_4912): Mandatory technical and commercial response to be uploaded on Bravo, which responds to the Specification of Requirements at Section 3 of this ITT;
 - Lot 2 (itt_4916): Optional technical and commercial response to be uploaded on Bravo, which proposes an alternative to delivering the Specification of Requirements at Section 3 of this ITT. To reiterate, uploading a response under this Lot 2 is not mandatory.
- 1.6 The information contained in the ITT is designed to ensure that all Tenderers are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.7 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Tender;
 - award criteria and evaluation criteria which will be used to assess the Tenders; and
 - the administrative arrangements for the receipt of Tenders.
- 1.8 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause 3.13.
- 1.9 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.10 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.

- 1.11 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.12 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority, The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

- 2.1 The Timetable below is subject to change by the Authority and Tenderers will be informed accordingly.

Publish advertisement for the procurement		14 September 2018
Deadline for clarification questions	Date	3 October 2018
	Time	Noon BST
Deadline for Tenders	Date	12 October 2018
	Time	Noon BST
Evaluation of Tenders	Start	15 October 2018
	End	19 October 2018
Presentations		w/c 22 October 2018
Contract award notification		2 November 2018
Contract start date		12 November 2018
Duration of Contract		7 months
Extension Period		6 months

PART 3: COMPLETION OF TENDER

- 3.1 By submitting a Tender, Tenderers agree:
- to be bound by the ITT; and
 - that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.
- 3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for Tenders.
- 3.3 **Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through Bravo.**

Submission of Tenders

- 3.4 Tenderers must complete all parts of the Tender form in Bravo in accordance with the instructions therein.
- 3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Tender in accordance with the instructions in Bravo.
- 3.6 The Tender and any documents accompanying it must be in English.
- 3.7 Prices must be submitted in GBP Sterling exclusive of VAT.
- 3.8 Tenders will be checked for completeness and compliance with the requirements of the ITT and only compliant Tenders will be evaluated.
- 3.9 Tenderers must be explicit and comprehensive in their Tender as this will be the single source of information used to score and rank Tenders. The Authority will take into account only information which is specifically asked for in the ITT.
- 3.10 Where a length of response is stipulated, for example, a word count or page limit, only the information within the set limit will be evaluated.
- 3.11 Failure to provide the information required or supply documents referred to in the Tender within the deadline for Tenders may result in rejection of the Tender.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Tender. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Tender but should answer each question so that it forms a stand-alone response. This may mean Tenderers need to repeat certain information in response to different questions if this is required by those questions.

Clarifications sought by Tenderers

- 3.14 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.15 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.16 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
 - the clarification and response is not commercially sensitive; and/or

- all Tenderers may benefit from its disclosure,

the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.

- 3.17 The Authority may not respond to a request for clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Tenders

- 3.18 Tenderers may modify their Tenders prior to the deadline for Tenders. No Tenders may be modified after the deadline for Tenders.

- 3.19 Tenderers may withdraw their Tenders at any time by submitting a notice via Bravo. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Tenders.

Receipt of Tenders

- 3.20 Tenders must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Tenders. The Authority will not consider Tenders received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of any change.

- 3.21 If a Tenderer experiences problems when uploading its Tender, it should contact the Bravo helpdesk for assistance and also inform the Authority.

Acceptance of Tenders

- 3.22 By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award any contract.

Costs of Tendering

- 3.23 Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tenders, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Tenders, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

- 3.24 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond adequately may result in the Tender being rejected.

- 3.25 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

Confidentiality of the ITT and related documents

- 3.26 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.27 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.28 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.29 All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.30 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third party evaluators

- 3.31 When providing details of contracts as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.32 The Authority may contact any named customer contact given as a reference or otherwise referred to as part of a Tender (and including any contacts or references given as part of the Tenderer's Qualification Envelope response). The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.33 Subject to clauses 3.35 to 3.39 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.

3.34 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.30 and 3.35 to 3.39.

Commercially sensitive information and Freedom of Information

3.35 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.

3.36 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:

- clearly identify such information as confidential or commercially sensitive;
- explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.

3.37 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.

3.38 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.29 and 3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.

3.39 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

3.40 Whilst the information in the ITT and supporting documents have been prepared in good faith the Authority does not warrant that it is comprehensive or that it has been independently verified.

3.41 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;

- accepts any liability for the information contained in the ITT or in any other written or oral communication transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

- 3.42 Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

Canvassing

- 3.43 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.
- 3.44 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

- 3.45 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.46 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Tender being rejected.
- 3.47 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

Changes to a Tenderer's Circumstances

3.48 The Authority may:

- reject a Tender if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority's evaluation of the Tender;
- revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderer's circumstances; or
- at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Tender and in the absence of such certificate, reject the Tender.

Sub-Contracting

3.49 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Tender should be given in respect of the prime contractor and a separate appendix should be used to provide details of the proposed bidding model that includes:

- members of the supply chain;
- the percentage of work being delivered by each sub-contractor; and
- the key contract deliverables each sub-contractor will be responsible for

3.50 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should note that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Tender, the Tenderer should inform the Authority immediately via Bravo. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia

3.51 If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

3.52 Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.

- 3.53 All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.
- 3.54 If the Tenderer proposes to create a separate legal entity the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annex full details of its alternative arrangements.
- 3.55 Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 19(6) of the Regulations.
- 3.56 The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via Bravo of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

- 3.57 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any Tender.

Notification of Award

- 3.58 The Authority will notify successful and unsuccessful Tenderers of its decision.

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement. Tenderers should note that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website <https://www.gov.uk/contracts-finder>. In some circumstances, limited redactions may be made to some contracts before they are published.

PART 5: ARMED FORCES COVENANT

- 5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 5.2 The Covenant's 2 principles are that:
- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

5.3 Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided in Appendix G.

5.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk
 Address: Armed Forces Covenant Team
 Zone D, 6th Floor, Ministry of Defence,
 Main Building, Whitehall, London, SW1A 2HB

5.5 Paragraphs 5.1 – 5.4 above are not a condition of working with the Authority now or in the future, nor will this form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

SECTION 2: EVALUATION

Evaluation comprises the stages set out in the table below. More information on evaluation criteria is set out in Bravo:-

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1.3 to 1.16 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability). Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant	Pass/Fail

		to the remaining stages below will be undertaken by the Authority.	
Stage 3	Tender: Governance and Technical Requirements (found in Appendix G)	<p>Questions E01 to E03 are mandatory and if you fail to answer all these questions or your Response is assessed as a "Fail", then your Response will be rejected.</p> <p>This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in Bravo</p>	<p>Questions E01 to E03 will be scored as follows:-</p> <p>E01 – Scope of Services - Pass/Fail E02 – Meeting Timeframes - Pass/Fail E03 Risk management and mitigation – Pass/Fail</p> <p>Technical Requirements will make up 70% of the total marks available.</p> <p>E04-E09 are scored and each has the following weighting: E04: 15% E05: 45% E06: 15% E07: 10% E08: 10% E09: 5%</p>
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule in Bravo.	The Pricing Schedule will make up 30% of the total marks available and will be scored.
Stage 5	Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 and 4.</p> <p>The final score is calculated as follows: 70% is made up of the total of Stage 3 (Quality) 30% is made up from Stage 4 (Pricing)</p> <p>The most economically advantageous tender will be the Response with the highest final score.</p>	100%

PART 1: SELECTION STAGE (STAGE 2)

- 1.1 The selection stage has been designed to assess the suitability of a Tenderer to deliver the Authority's contract requirements. Tenderers who are unsuccessful at this stage of the procurement process will not have the remaining sections of their Response evaluated pursuant to the award stage of the process outline in Part 2.

Financial standing (pass/fail)

- 1.2 The Authority will also consider annual turnover. For this procurement, the Authority expects the contractor to have an annual turnover for **each** of its last two financial years of at least £240,000.
- 1.3 In the case of a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years. Therefore, the combined annual turnover of the consortia must be in excess of £240,000 in each of the last two financial years. In addition, the annual turnover of the Contractor's Authorised Representative must be in excess of £120,000 in each of the last two financial years.

Technical and Professional Ability

- 1.4 Responses will be rejected as having failed this requirement where:
- a Tenderer fails to provide one or more examples or where none of the examples provided are of relevance to the Authority's Detailed Specification of Requirements in Section 3; and
 - no substantive explanation is provided in the response form.

PART 2: TENDER EVALUATION: AWARD STAGE (STAGES 2 TO 5)

- 2.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Response after the weightings in paragraph 2.3 below are applied.
- 2.2 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
- The total quality scores (Stage 3 above) awarded will form 70% of the final score;
 - The score awarded for price (Stage 4 above) will form 30% of the final score.
- 2.3 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.
- 2.4 Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 2.5 Questions E04 – E09 will be assessed using the following criteria:

Score	Justification
For a score of hundred (100):	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.
For a score of seventy (70):	Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.
For a score of fifty (50):	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
For a score of twenty (20):	Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.
For a score of zero (0):	Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

- 2.6 If a score of twenty or below is awarded to a Tenderer's response to any questions (E04 to E09), the Authority will reject the Tender. This decision will be informed by considering all the Tenderer's responses in the proposed solution's ability to deliver the Authority's require.
- 2.7 For avoidance of doubt please note: no half marks or a score other than those whole numbers above will be awarded to responses.
- 2.8 Technical questions are annexed to this ITT and can also be found on Bravo.

Commercial Evaluation

The price tendered will be scored as follows:

- 2.9 The weighting and maximum marks available for the price will be 30% and will be awarded to the Tenderer with the lowest tender price for delivering the full Specification of Requirements detailed in Section 3 of this ITT. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 30 \text{ (Maximum available marks)}$$

For example, if three Tender responses are received and Tenderer A has quoted £30,000 as their total price, Tenderer B has quoted £50,000 and Tenderer C has quoted £60,000 then the calculation will be as follows:

- Tenderer A score = £30,000/£30,000 x 30 = 30
- Tenderer B score = £30,000/£50,000 x 30 = 18
- Tenderer C score = £30,000/£60,000 x 30 = 15

Presentations

- 2.10 If deemed necessary, presentations will take place during the week commencing 22 October 2018 at Defra, Nobel House, SW1P 3JR, London. The exact timing will be confirmed nearer the date and whilst the Authority will strive to inform the shortlisted Tenderers as quickly as possible, tenderers are requested to keep these dates free.

- 2.11 The purpose of the presentation is to give Tenderers the opportunity to highlight and emphasise any key features and aspects of their proposals. It will also provide the Authority's evaluation panel an opportunity to clarify questions on various aspects of the tenders.
- 2.12 The presentation will consist of a short presentation from the Tenderer followed by questions and answers. The presentation will not be evaluated. However, the tentative marks awarded by the panel, prior to the presentation, may go up, down or stay the same as a result of the presentation.

Alternative Proposals (Optional Requirement)

- 2.13 As Tenderer's will have seen above and at Point 6 in the Specification of Requirements (below), Defra does not wish to be prescriptive in the study design and welcomes alternative suggestions from Tenderers, providing they meet the project aims and objectives.
- 2.14 If a Tenderer chooses to submit an Alternative Proposal, it must be in addition to a Tender Submission which responds to the approach outlined in the Specification of Requirements. The Tender Submission will be uploaded at Lot 1 (itt_4912) on Bravo and the Alternative Proposal will be uploaded at Lot 2 (itt_4916). Alternative Proposals will be evaluated in exactly the same way as set out in this ITT (with minimum requirements and scoring criteria outlined in Appendix G). Attachments should follow the same structure set out in Appendix G and additionally, the file names for each Appendix of the Alternative Proposal should be contain "AP", symbolising an Alternative Proposal submission, for e.g. "*Your Company Name_AP04*", etc.
- 2.15 Tenderers are required to submit a separate commercial workbook for each Lot.

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

1. The Objective

The aim of this research is to produce a robust evidence base from which Air Quality content and information can be tailored to meet the requirements of different audiences

2. Exploring the needs of users and non-users of Air Quality data & information

The proposed research aims to investigate the perspectives and experiences of the general public, people at particular risk of poor air quality ('at risk groups'), and specialist data users (such as academics and data scientists) in accessing and using air quality (AQ) evidence, or in failing to access information which they might benefit from.

The data obtained will serve to inform policy-making in this area by reducing current gaps in our understanding of how our AQ data is used and who by, and where there are unmet needs. In the longer term, this will enable improvements in the provision and accessibility of AQ information.

3. Definitions

At risk groups	People who are particularly vulnerable to the effects of poor air quality such as those with chronic lung or heart conditions, the very young and the elderly
AQ	Air Quality
GDS	Government Digital Service
LAQM	Local Air Quality Management
PRTR	Pollution Release and Transfer Register
SMEs	Small and Medium Enterprises
Specialist data users	People with a professional interest in air quality data and information such as academic and government researchers, consultants, Local Authorities, air quality forecasters, broadcasters, etc

4. Background

Defra's priorities are to secure a cleaner, healthier environment; a world-leading food and farming industry; a thriving rural economy; and a nation better-protected against floods, animal and plant diseases and other hazards.¹

As part of its work to secure a cleaner natural environment and in the interests of public health, Defra is committed to improving UK air quality. The Department's responsibilities in this area include monitoring; modelling and reporting emissions; reporting on episodes of poor air quality; working with international partners to agree emission ceilings; and working with a range of stakeholders (including other Government departments, local authorities and commercial partners) to reduce the harm caused by emissions.

As well as improving UK air quality, Defra has committed in the draft Clean Air Strategy to improving the accessibility of evidence to the general public, the science community and other groups, and strengthening our public-facing air quality communications. As part of this, Defra has committed to providing a personal air quality messaging system² to inform the public, particularly those who are

¹ Further information on Defra can be found [here](#).

² For example an app or text messaging service.

vulnerable to air pollution, about the air quality forecast, providing clearer information on air pollution episodes and accessible health advice.

To meet these commitments, Defra needs to address the lack of detailed understanding of the air quality information needs and uses of the general public, at risk groups, and specialist users of AQ data, such as modellers and researchers. The Authority is therefore proposing a research project that provides a robust evidence base to inform the development of appropriate content and of appropriate means to access air quality information that is tailored to the needs of these different audiences.

Exploring current user experience of UK-Air, LAQM and PRTR websites, which have been the primary means for Defra to communicate with these audiences, is an integral part of this project. However, the Authority is also interested to know what AQ data & information users get from other sources (and why). In addition, exploring non-user perspectives will also be important as many of those who could benefit from air quality information do not currently use Defra's websites or forecast information and might not use other information sources either.

The proposed research therefore aims to investigate the perspectives and experiences of: 1) the general public (including those low down on the digital inclusion scale); 2) at risk groups; and 3) specialists data users, in accessing and using AQ evidence (or in failing to access information which they might benefit from). The contractor(s) will need to follow GDS Digital Service Standards for Discovery Phase projects to address the research questions below.

4.1 Current website usage

The UK-Air website is the UK Government's main air quality online service. The website remit includes providing up-to-date air quality information and alerts, as well as acting as a repository for more in-depth information on air quality, covering areas including pollutants, monitoring, trends, and datasets. The home page is by far the most popular page on the website, followed by the "Effects of air pollution" (a Google search for "Air Pollution Effects" gives UK-AIR as the No. 1 ranked page world-wide). The data page is also a popular section of the website, perhaps due to automated data download activities

Google Analytics data for the UK-Air website shows that by far the majority of users arrive from a public domain (91%) and are therefore likely to be members of the public. The remaining 9% of visitors, according to their user domain, are from academic institutions, local authorities, government agencies (e.g. Environment Agency), businesses, media, and central government. Visitor numbers show an overall increasing trend with peaks corresponding to high pollution and media interest. Analytics data also shows that increasingly visitors access the website through mobile devices rather than desktop devices. During pollution episodes, there are sharp increases in views from mobiles.

Defra's LAQM website contains a variety of support functions for local authorities and practitioners of local air quality management. These include a Helpdesk, tools to assist with assessment of air quality and guidelines for reporting procedures.

Defra's PRTR website serves two functions, firstly it acts as a data management system for local authorities in England and Wales to use for submitting their annual PRTR data returns. Secondly the website fulfils the UK's obligations under the 2003 Kiev Protocol in making the data collected for PRTR reporting publicly accessible³.

4.2 Other external communications

³Further information on PRTR can be found [here](#).

In addition to information which is available on UK-Air, air quality forecast information (which is provided to Defra from the Met Office) is used by external media agencies such as broadcasters (BBC, ITV, internet search engines etc.) to inform the public about local air quality levels and to raise awareness when an air quality episode is taking place.

Defra uses Twitter to further disseminate air quality forecast and measurement information, with links to health advice when pollution levels are high. Also during significant air quality episodes, there is a cross-government department response during which the Department for Health, Public Health England and Devolved Administrations also undertake their own air quality public messaging.

During air pollution episodes, Defra also alerts, via email, our network of health charities. These alerts provide full details of the nature of the episode, its geographical location and anticipated duration and links to further information including specific health advice relevant to the episode. The health charities network includes the British Lung Foundation (BLF), who used social media (Twitter and Facebook) to communicate the information, along with the BLF's own health advice, to their subscribers and patient support groups.

5. Project Aims

Using the GDS Digital Service Standard for discovery phase projects, the contractor is expected to provide the following outcomes.

5.1 Research objectives

- Enable a step change in the availability of air quality information, data and data reuse by developing a better understanding of:
 - the public's air quality evidence and information needs and how these are best met (including the broader public, those who are vulnerable to air quality events and those who are low on the digital inclusion scale and have particular information-access needs)
 - the air quality evidence and information needs of specialist audiences, and how data is best made available to them
 - current usage of air quality evidence and information (including that provided by external parties) by:
 - specialist audiences (e.g. air quality academics/researchers, local authorities, national government, contractors, forecasting organisations, etc.); and
 - the general public (including those vulnerable to poor air quality and assisted digital users)
 - perceptions of current Defra websites/platforms, data formats and data content and of potential improvements
- This will:
 - inform the development of appropriate mechanisms, content and formats for making air quality evidence more available to target audiences;
 - enable the re-design of online data/ information and personal messaging to meet our stakeholders' current evidence needs in a more accessible way;
 - help Defra to define the focus of its future data discovery and reuse programmes and influence the content and format of public-facing information.

5.2 Research questions

Detailed research questions will be further developed in consultation with the contractor. The Authority's initial thinking is outlined below and tenderers are encouraged to build on this.

1. How current users are using the sites and why;
 - What data and information they are particularly interested in?
 - How this could best be provided?
 - Whether they experience any problems or frustrations in using the current site(s) and if so, what these are?
2. What else these current users would like from the services to achieve their goals.
 - What are their unmet needs, both in terms of data & information and in terms of how this is made available?
 - What have they seen working well in other contexts?
3. What other groups need or want to be able to access air quality information (e.g. vulnerable groups)
 - Who are they?
 - What are their AQ information needs?
 - Why they are not currently using these sites?
4. How such non-users might be encouraged/assisted to use Defra's sites/platforms, if appropriate, to access such information;
 - Whether there are any other modes of communication of evidence that may be better suited to such current non-users.

6. Methodology

The Authority has set out a broad project methodology which it believes to be feasible to delivering the objectives outlined above. However, it welcomes alternative suggestions for improvements to the study design. In particular, tenderers are invited to put forward an alternative methodology if they believe this can meet the specification at a lower cost. Points 1.4 & 1.5 under Part 1 above explain how both the mandatory and optional alternative proposal are to be submitted and it is important that this procedure is followed. The Authority does not wish to be prescriptive in the study design and welcomes suggestions from tenderers in their submissions, providing they meet the project aims and objectives. This said, the contractor is required to adhere to the GDS Digital Service Standard for discovery phase projects, particularly the Alpha assessment of understanding user needs.

Tenderers are encouraged to partner with organisations as necessary in order to ensure a good level of understanding of the wider AQ context, key users of air quality data, appropriate methods for researching the audiences' listed and appropriate experience of relevant data analysis and reporting methods (see section 6.2). SMEs are strongly encouraged to apply.

6.1 Possible study design

The Authority envisages that the methodology undertaken by the contractor may include a combination of interviews, focus groups and small to medium scale surveys alongside developing user stories and journey mapping. It is expected that any survey work would be piloted prior to roll out.

It is expected that each stage of research would be used to develop the next stage, i.e. that initial interviews would help to form questions asked in any surveys and inform the development of any future mock-ups, etc.

It is expected that the contractor's proposal would be designed in a way to highlight the different methodologies that will need to be taken when dealing with specialist users and with different public groups.

In order to inform sample design, it is anticipated that Defra will be able to identify key specialist data users (e.g. academic and commercial partners) and in some cases pass on contact details.

6.2 Analysis

Tenderers must demonstrate they have the capability and expertise to undertake analysis of the data gathered by this study and situate the findings within a broader context.

Analysis of both the qualitative and quantitative data collected should include quality checking the data; conducting appropriate analysis and reporting; and presenting the findings in an accurate and clear way (including through the use of tables/ charts and user profiles/ journey maps as appropriate). Tenderers are invited to put forward their proposals for ensuring full value is drawn from the analysis.

6.3 Outputs

Outputs should include:

- Work plan
- Questionnaires, topic guides and research materials
- Light touch mock-ups of air quality information/ data platforms to inform conversations with users
- User profiles and journey maps
- Interim and final reports
- Anonymised qualitative and quantitative datasets
- Final results presentation

7. Project management

7.1 Timeline

The proposed timetable of required outputs is shown below:

Milestone Description	Estimated Start date	Estimated End date
Finalisation of research design	Nov '18	Nov '18
Preparation of research materials & participant recruitment	Nov '18	Jan '19
Fieldwork	Jan '19	Feb '19
User stories development/ journey mapping	Jan '19	Feb '19
Analysis	Feb '19	Mar '19
Interim report	Mar '19	Mar '19
Final report	Apr '19	Apr '19
Presentation of findings & finalising report following comments from peer reviewer	Apr '19	May '19

7.2 Project Management

Tenderers will put forward an experienced project team who will manage the research proposed. Tenderers will identify a named individual who will act as the main point of contact with the Defra project officer.

Tenderers are encouraged to establish partnerships with stakeholders so that the team can demonstrate a strong understanding of the air quality data landscape, good experience of digital user needs and communication approaches, and excellent social research methodological and analytical skills.

Tenderers should have a good understanding and experience of delivering outputs which meet GDS Digital Service Standards⁴. It is expected that the outputs of this research will fulfil all of the requirements of a discovery phase project⁵. Tenderers who cannot clearly demonstrate this are encouraged to establish partnerships with stakeholders with this experience.

Tenderers should propose and submit a programme of work as part of their submission, designed to meet the project aims and objectives, output requirements and timetables. A pilot phase should be included in the quantitative elements of the work to test the viability of the approach proposed. Actions where Defra is expected to contribute (e.g. clearing a draft report) should be identifiable. Tenderers must meet deadlines as proposed within their Tender submission and subsequently agreed by Defra during the Project Inception meeting for delivery of the completed report and will notify Defra without delay if there is a risk that they may be unable to meet this deadline. Defra will inform tenderers, without delay, if there is any deficiency in the quality of the services provided under the contract. Tenderers will take steps to ensure any problems are resolved as a matter of urgency.

Tenderers will be responsible for all travel and subsistence costs related to the work and the supply of all labour, material and equipment.

7.3 Key Performance Indicators

Appendix I of this ITT will form an integral part of the Contract and will be agreed between the Authority and the Contractor at contract commencement.

7.4 Peer Review

Defra requires final outputs from this project to be peer reviewed by an external reviewer(s). Any additional costs arising from changes made to the final output, as a result of peer review comments, should be included as part of the total costings when submitting bids.

7.5 Sharing of data

The Contractor will make available to the Authority, in anonymised form, the data that is collected as part of this contract. In order to transfer the quantitative data collected in a useable format, Tenderers should budget for the preparation of quantitative and qualitative datasets (e.g. transcription), which will be made available to the Authority.

7.6 Publication

It is Defra policy to publish all final project reports. Defra reserves the right to determine if, when and how results should be published. However, in general the Department will seek opportunities to publish and disseminate findings amongst key stakeholders.

⁴ <https://www.gov.uk/service-manual/service-standard>

⁵ <https://www.gov.uk/service-manual/agile-delivery/how-the-discovery-phase-works>

APPENDIX A

FORM OF TENDER

To be returned by noon (BST) on 12 October 2018.

TENDER FOR: Research on Improving Access to Air Quality Data and Information.

TENDER REF: itt_4906

1. We have examined the invitation to tender and its schedules set out below (the **ITT**) and do hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 12 November 2018 for the period specified in the ITT.
 - Response Particulars (Section 1)
 - Evaluation (Section 2)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
 - Authority's Travel & Subsistence Policy (Appendix C)
 - Commercially Sensitive Information (Appendix D)
 - Commercial Workbook (Appendix E)
 - Summary of Staff Time Workbook (Appendix F)
 - Mandatory And Technical/ Financial Requirements (Appendix G)
 - Armed Forces Corporate Covenant (Appendix H)
 - Proposed KPIs (Appendix I)
2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and

- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:

- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- b. if there are, or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.

5. We undertake and it shall be a condition of the Contract that:

- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
- b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
- c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.

6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed _____

Date _____

In the capacity of _____

**Authorised to sign
Tender for and on
behalf of** _____

Postal Address _____

Post Code _____

Telephone No. _____

Email Address _____

APPENDIX B

AUTHORITY'S CONDITIONS OF CONTRACT

(This document is available on the Authority's Bravo e-tendering website)

APPENDIX C

TRAVEL AND SUBSISTENCE

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£85

APPENDIX D

COMMERCIALY SENSITIVE INFORMATION

(If applicable, the Tenderer to reproduce a similar table to the example below and then upload to Bravo)

TENDERER'S COMMERCIALY SENSITIVE INFORMATION	POTENTIAL IMPLICATION OF DISCLOSURE	DURATION OF COMMERCIALY SENSITIVE INFORMATION

APPENDIX E

COMMERCIAL WORKBOOK

(This document is available on the Authority's Bravo e-tendering website)

APPENDIX F

SUMMARY OF STAFF TIME WORKBOOK

(This document is available on the Authority's Bravo e-tendering website)

APPENDIX G

TECHNICAL AND FINANCIAL EVALUATION QUESTIONS

Mandatory Questions

If a “Fail” is awarded to any one of Criteria E01 - E03, the Authority will eliminate the tender from the procurement exercise.

Question E01 – Scope of Services (Pass/Fail)

Please confirm your organisation is capable of undertaking the full scope of services as stated within the Specification of Requirements.

- If a Tenderer answers Yes = Pass
- If a Tenderer answers No = Fail

Question E02 – Meeting Timeframes (Pass/Fail)

Please confirm your organisation can meet the timeframes for this project as stated within the Specification of Requirements.

- If a Tenderer answers Yes = Pass
- If a Tenderer answers No = Fail

Question E03 – Risk management and mitigation (Pass/Fail)

Please provide a risk assessment for delivering against the aims and objectives listed in this specification as well as details of the mitigation measures you will adopt to avoid these being realised. This should include:

- An assessment of perceived risks to the project which could affect the Tenderer’s ability to deliver the required project to the required quality standard, which include technical, personnel, subcontractor, stakeholder, timetable and commercial risks; and
- A draft risk log with mitigation measures: for each risk, detail how it may affect the delivery of the project, the unmitigated level of risk (high, medium or low), the mitigation measures to be put in place and the resulting final level of risk. The risk owner/s should also be identified.

Please upload your response as an attachment of no more than **2** sides of A4, minimum font size Arial 10 with the filename “*Your Company Name_E03*”.

- If a Tenderer identifies the main risks and puts in place suitable mitigations = Pass
- If a Tenderer does not identify the main risks and/or put in place suitable mitigations = Fail

Technical – 70%

Tenderers will provide a written response to each of the Criteria listed, with consideration to their weighting. Tenders will then be judged according to their responses.

If a score of twenty (20) or less is awarded to any response to Questions E04 – E09, the Authority will reject the tender.

Question E04 – Aims and objectives (Weighting: 15%)

Please describe your understanding of the aims of the project, the overall context and challenges outlined in this specification. Your answer should demonstrate an understanding of the technical nature of air quality data and of the challenges of making AQ data and information available to the broad range of interested parties.

Please upload your response as an attachment of no more than **3** sides of A4, minimum font size Arial 10 with the filename “*Your Company Name_E04*”.

Your response should include:

- An understanding of the diverse nature of stakeholders in this area and the evidence and information needs they have;
- A review of the existing Defra websites/means of providing information and perceptions of these; and
- A summary of the main uncertainties, challenges to be overcome and approach for addressing the key objectives in the specification.

Question E05 – Research design (Weighting: 45%)

Please provide details of your research design and approach to achieving the project aims and objectives as detailed in this specification. Particular emphasis should be placed on your recommended approach and how this will enable the GDS Digital Service Standards to be met in respect to understanding the needs of the broad range of people needing access to AQ data & information.

Please also provide a clear demonstration of what resources, processes and technical solutions you would implement to ensure the smooth running of the project.

Please upload your response as an attachment of no more than **8** sides of A4, minimum font size Arial 10 with the filename “*Your Company Name_E05*”.

Your response should include:

- A full description and justification of the final methodology proposed to fulfil the project objectives. This will include:
 - o An outline of the methodologies which will be used to research each of the audiences outlined in the brief in order to provide a robust assessment of their needs for air quality data & information;
 - o Plans for sampling and recruiting research participants, with particular attention to specialist data users, those who are vulnerable to poor air quality and those low down on the digital inclusion scale;
 - o Considerations for developing research materials, including the design of topic guides and/or questionnaires;
 - o Details of specialist techniques used (e.g. user profiling; journey mapping);
 - o Details of analysis to be undertaken; and

- Details of how the proposal meets GDS Digital Service Standards and fulfils the requirements of a discovery phase project.

Question E06 – Project planning and management (Weighting: 15%)

Please provide detailed proposals for work planning, monitoring and reporting progress. As part of this, please identify the individual(s) who will have overall management responsibility for the project and nominate a representative for day-to-day contact with the Defra Project Officer.

Please also detail the processes which will be put into place for engaging with and managing any sub-contractors and for resolving any issues arising.

Finally, please provide details of the financial management of the project.

Please upload your response as an attachment of no more than **4** sides of A4, minimum font size Arial 10 with the filename "*Your Company Name_E06*".

Your response should include:

- A Gantt chart illustrating the programme of work;
- A detailed project plan including all principal tasks and milestones that allows for clear accountability and tracking of spend. The proposal should identify appropriate milestones corresponding to the requirements set out in this specification;
- The level of support required from Defra and indicate how this should be managed;
- Strategies for ensuring flexibility and delivering the programme of work on time and to budget (including in relation to the use of subcontractors);
- Suitable working arrangements to help deliver a successful programme of work;
- A comprehensive and realistic approach for communicating with Defra, any subcontractors and other key stakeholders to ensure successful delivery of the project, including weekly updates/regular meetings; and
- A timetable for the provision of regular progress reports.

Question E07 – Project team (Weighting: 10%)

Please provide full details of the relevant expertise and experience of the proposed team who will be delivering the project (including any consortia partners or subcontractors). This should include demonstrable evidence of their relevant skills and expertise to deliver the different aims and objectives of the project. Abridged CVs (maximum 2 sides of an A4) for key members of your proposed project team(s) may be submitted to support your response.

Please upload your response as an attachment of no more than **3** sides of A4 (not including the abridged CVs, which can be attached in the additional documents section), minimum font size Arial 10 with the filename "*Your Company Name_E07*". The Summary of Staff Time Workbook should be completed and also uploaded with the filename: "*Your Company Name_E07a*".

Your response should include:

- A description of the overall capabilities of the project team assigned by the tenderer and how they are relevant to the full range of aims and objectives outlined in this specification. This will include:
 - o Good experience of digital user needs and communication approaches.
 - o Experience of delivering outputs which meet GDS Digital Service Standards (specifically Discovery phase project guidelines).
 - o Strong understanding of the air quality data landscape
 - o Experience of research with users who have health conditions and limited digital inclusion
 - o Excellent social research methodological and analytical skills.
- A description of the key individuals involved in this project, along with their relevant knowledge, field(s) of expertise and previous experience; and
- An organogram showing clear reporting lines and accountability structure, including between the main contractor and subcontractors or consortia partners, if relevant.

Question E08 – Suitable outputs (Weighting: 10%)

Please provide details of the outputs you will deliver, including anonymised datasets, interim report(s), final report(s) and presentation of findings.

Please upload your response as an attachment of no more than **3** sides of A4, minimum font size Arial 10 with the filename “*Your Company Name_E08*”.

Your response should include:

- Details of processes for agreeing the work plan and designing and agreeing research materials;
- Details of user profiles and/or journey maps that will be produced;
- Details of the formal research reports that will be produced as part of the project, including the interim report(s) and final research report;
- The production and transfer of quality assured data sets (both qualitative and quantitative);
- How the formal research reports produced will take this area of work forward; and
- Further dissemination activity, including presentation(s).

Question E09 – Quality assurance (Weighting: 5%)

Please provide details of how you intend to quality assure research undertaken through this project and quality control outputs so that deliverables are provided efficiently, to a high standard and on time.

Please upload your response as an attachment of no more than **2** sides of A4, minimum font size Arial 10 with the filename “*Your Company Name_E09*”.

Your response should include:

- Overall strategies, policies or systems you will use to ensure the delivery of the project meets quality requirements, including the accuracy of data provided; and
- How you will respond to any complaints or concerns about quality.

Financial – 30%

Please provide detailed breakdown of costs by completing the Commercial Workbook attached to this ITT and which can also be found on Bravo and upload the completed document with the filename: “*Your Company Name – F01*”.

Bidders should be aware that funding is limited and if commercial proposals exceed the funding available, elements of the successful bidder’s proposal may be cut back or cut out altogether, to fit within the budget envelope.

APPENDIX H

ARMED FORCES CORPORATE COVENANT

Section 1: Principles of the Armed Forces Covenant

We Company XYZ will endeavour in our business dealings to uphold the key principles of the Armed Forces Covenant, which are:

- no member of the Armed Forces Community should face disadvantage in the provision of public and commercial services compared to any other citizen;
- in some circumstances special treatment may be appropriate especially for the injured or bereaved.

Section 2: Demonstrating our Commitment

Company XYZ recognises the value serving personnel, reservists, veterans and military families bring to our business. We (Company XYZ) will seek to uphold the principles of the Armed Forces Covenant, by:

- promoting the fact that we are an armed forces-friendly organisation;
- seeking to support the employment of veterans young and old and working with the Career Transition Partnership (CTP), in order to establish a tailored employment pathway for Service Leavers;
- striving to support the employment of Service spouses and partners;
- endeavouring to offer a degree of flexibility in granting leave for Service spouses and partners before, during and after a partner's deployment;
- seeking to support our employees who choose to be members of the Reserve forces, including by accommodating their training and deployment where possible;
- offering support to our local cadet units, either in our local community or in local schools, where possible;
- aiming to actively participate in Armed Forces Day;
- offering a discount to members of the Armed Forces Community;
- any additional commitments XYZ could make (based on local circumstances).

[You are encouraged to sign up to as many of the above as appropriate to your business. Please amend to provide details of how you intend to meet each commitment.]

We will publicise these commitments through our literature and/or on our website, setting out how we will seek to honour them and inviting feedback from the Service community and our customers on how we are doing. *[Amended as appropriate for your business.]*

Appendix I

Proposed Governance and Contract Management Arrangement (including KPIs)

1. Governance and Contract Management

- 1.1 The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 1 and Section 2 below.
- 1.2 The Contractor shall participate in regular review meetings with the Authority to review the quality and performance of the services provided. The Contractor shall be appropriately represented at the review meetings which will usually be conducted via teleconference or held face to face in where this can coincide with other meetings.
- 1.3 The Contractor will appoint a nominated person of appropriate grade to be the Contractor's Authorised Representative to manage the provision of the service and to liaise with the Authority as required. At any meeting it will be assumed the Contractor's Authorised Representative will be authorised to make critical decisions.
- 1.4 The Contractor will be responsible for agreeing dates and drafting the agenda for and producing a note of the review meetings.

2. Efficiencies and Continuous Improvement in Service Lifetime

- 2.1 During the Contract, the Contractor will develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
- 2.2 The Contractor has an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which will include, but are not limited to:
 - New and evolving relevant technologies which could improve the Services;
 - New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
 - Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.
- 2.3 Where such improved efficiency is achieved the Contractor shall propose a reduction in the level of charges and effect such reductions by agreement with the Authority.

3. Performance Management

- 3.1 Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 3.2 The proposed KPIs are set out in Section 1 and Section 2.

4. SECTION 1: PERFORMANCE MANAGEMENT FRAMEWORK

4.1 Overview of the PMF

- 4.1.1 As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of Contract responsibilities.
- 4.1.2 The PMF purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure.
- 4.1.3 The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
- Delivery and Support
 - Contract Management
 - Quality of Service
- 4.1.4 The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

4.2 Management of the PMF

- 4.2.1 KPI's shall be monitored on a regular basis and shall form part of the Contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority; who will review this and make comments if any.
- 4.2.2 The Contractor shall maintain their own management reports, including a Risk and Issues Log.
- 4.2.3 Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 4.2.4 Performance failure by the Joint Contractor may result in administrative costs to the Authority¹⁴. Where the Contractor fails to meet the KPI's then the service credit regime shall apply.
- 4.2.5 KPIs are essential in order to align the Joint Contractor' performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.
- 4.2.6 The Authority reserves the right to amend the existing KPI's detailed in Section 2 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change

Section 2: Key Performance Indicators (KPI's)

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
				1-3	4-8	9-10
Delivery	KPI 1 – Project Deadlines	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline.	Meets expectations - All deliverables sent to the Authority on time
Contract Management	KPI 2 – Responsiveness	The Contractor is flexible and i) adapts work plans quickly in light of changing situations to ensure planned outcomes are achieved, for e.g. revising recruitment approach or methodology; ii) responds positively to requests and queries from Defra and other stakeholders; and iii) supports data quality by proactive and collaborative working with subcontractors and ensuring that roles and responsibilities are clear.	The Authority's project officer deems requests/ concerns have been addressed promptly and in a constructive manner; any changes to work plans and/or project outcomes are mutually agreed by the contractor and the Authority in advance of the outcomes being realised; the relationship between contractor and subcontractor supports effective project delivery.	Major concerns are not satisfactorily addressed by the Contractor's project team; failure to adapt project approach has a significant impact on planned outcomes; the Contractor's relationship with subcontractors negatively impacts project delivery.	Some concerns are not satisfactorily addressed by the Contractor's project team; failure to adapt project approach has a limited impact on planned outcomes; the Contractor's relationship with subcontractors inhibits the smooth running of the project.	Request/ concerns fully resolved; positive, constructive relationships maintained.
Quality of Service	KPI 3 – Quality of Deliverable: Publishable standard	Deliverables are quality assured, clear, accurate and of a publishable standard.	Deliverables reviewed by the Authority for accuracy.	A significant error or need for revision is identified that results in published documents or National Statistics being amended by Defra. Or quality of deliverables provided require significant investment of time/ effort by Defra staff to bring up to required standard. Or an error is	An error is identified that does not result in published documents or National Statistics being amended. Or quality of deliverables provided require investment of time/ effort by Defra staff to bring up to publishable standard.	Meets expectations – Accurate and delivered to a publishable standard

				identified that results in Government incurring financial damages or significant reputational harm.		
Contract Management	KPI 4 –Risk Assessment	High quality, detailed and up to date project risk assessments in place. Appropriate mitigations are adopted/mitigation action is taken.	Initial submission 1 month from commencement and kept to date throughout the project. Evidence should be provided that risks are proactively managed and that mitigations are being implemented.	Risk Assessment is not kept up to date and known risks are not communicated on the Risk Assessment. Mitigation actions not implemented.	Risk Assessment is kept up to date but communication on the Risk Assessment is incomplete. Mitigation actions only partially implemented.	Risk assessment is kept up to date and remains appropriate for use. Mitigation actions are taken in full.
Quality of Service	KPI 5 - Quality of Deliverable: Suitable Audience Identification and Participation	Key audience groups are identified and recruited to take part in the research project.	List of audiences identified and recruited to be provided to the Authority prior to fieldwork being carried out.	A significant number of key audience groups not identified and/or recruited for the research.	Not all key audience groups identified and/or recruited for the research.	Meets expectations - Suitable Audiences identified and recruited for the research.
Quality of Service	KPI 6 - Quality of Deliverable: Appropriate research methodologies identified	Detailed methodology which takes into account the diverse research needs.	Submission of planned methodology to the Authority prior to audience recruitment and fieldwork.	Innapropriate methodology chosen for the project.	Methodology does not fully meet the requirements needed to deliver the project outcomes.	Meets expectations - Suitable methodology identified.