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Request for Quotation

## 

## Request for Quotation

**Water Neutrality**

You are invited to submit a quotation for the requirement described in the specification below.

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

Your response should be returned to the following email address by: **11th November**

[Sophie.moore@naturalengland.org.uk](mailto:Sophie.moore@naturalengland.org.uk)

Ensure you state the reference number and ‘Final Submission’ in the subject field to make it clear that it is your response.

**Contact Details and Timeline**

Cath Jackson will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

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| --- | --- |
| Action | Date |
| Date of issue of RFQ | By request between 10th and 22 October 2022 when the contract is advertised on contract finder |
| Deadline for clarifications questions | Online meetings for clarifications for questions will be held between 31st October and 4th November. Please contact [sophie.moore@naturalengland.org.uk](mailto:sophie.moore@naturalengland.org.uk) to arrange |
| Deadline for receipt of Quotation | 11th November at 5pm |
| Intended date of Contract Award | 22 November 2022 |
| Intended Contract Start Date | In due course after contract award |
| Intended Delivery Date / Contract Duration | From contract start date to March 2024 |

### Glossary

Unless the context otherwise requires the following words and expressions used within this Request for Quotation shall have the following meanings (to be interpreted in the singular or plural as the context requires):

|  |  |
| --- | --- |
| “Authority” | Means the Department for Environment, Food and Rural Affairs acting as part of Natural England |
| “RFQ” | Means this Request for Quotation and all related documents published by the Authority and made available to suppliers |
| “Contract” | Means the contract to be entered into by the Authority and the successful supplier. |

### 

### Conditions applying to the RFQ

You should examine your response to the RFQ and related documents ensuring it is complete prior to submitting your completed quotation.

Your quotation must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your quotation fully and accurately and that prices quoted are arithmetically correct for the units stated.

The supplier by submitting a quotation is deemed to accept the terms and conditions in the RFQ. Failure to comply with the instructions set out in the RTQ may result in the supplier’s exclusion from this procurement.

### Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

#### Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

#### Mandatory Requirements

The RFQ includes mandatory requirements and, if you do not comply with them, your quotation will not be evaluated. All mandatory requirements are set out in Bravo.

#### Clarifications

The Authority reserves the right to discuss, confidentially, any aspect of your quotation with you prior to any award of Contract to clarify matters.

#### Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you in writing and may extend the deadline for receipt in order to give you a reasonable time in which to take the amendment into account.

#### Conditions of Contract

The terms and conditions attached Condensed Terms and Conditions will be included in any contract awarded as a result of this RFQ process. The Authority will not accept any material changes to these terms and conditions proposed by a supplier.

#### Specification: Water neutrality advice

A picture containing grass, outdoor, nature, water

Description automatically generated

1. **Background: Natural England**

Natural England is a non-departmental public body. Our statutory purpose is to ensure that the natural environment is conserved, enhanced, and managed for the benefit of present and future generations, thereby contributing to sustainable development.

**2. Specific work area: water neutrality**

Natural England has highlighted an area of the country whereby further water abstraction could adversely impact protected sites (e.g. Special Areas of Conservation, Special Protection Areas and Ramsar sites). In this area we have produced guidance outlining how new development, of both housing and commercial properties, must not add to the impact on protected sites by further increasing water abstraction. This is required by recent caselaw, Case C-323/17 People over wind and Sweetman. Ruling of CJEU (often referred to as sweetman II) and Coöperatie Mobilisation for the Environment and Vereniging Leefmilieu Case C-293/17 (often referred to as the Dutch Nitrogen cases). Between them these cases require Plans and Projects affecting sites where an existing adverse effect is known (i.e.the site is failing its conservation objectives), to demonstrate certainty that they will not contribute further to the existing adverse effect or go through to the latter stages of the Regulations (no alternatives IROPI etc). Developments within these geographical areas must therefore must not add to this impact and one way of achieving this is to demonstrate water neutrality.

Water neutrality is defined as “For every new development, total water use in the region after the development must be equal to or less than the total water-use in the region before the new development.”

Local Planning Authorities, as the “competent authority” under Conservation of Habitats and Species Regulations 2017 (as amended) are required to assess the potential impact on sites through an Appropriate Assessment details of this process can be found here: [Appropriate assessment - GOV.UK (www.gov.uk)](https://www.gov.uk/guidance/appropriate-assessment)

More detail about water neutrality and how it is applied to planning in the relevant geography can be found here:

Natural England’s Statement about impacts from the Sussex North Water Supply Zone <https://www.horsham.gov.uk/__data/assets/pdf_file/0019/106552/Natural-Englands-Position-Statement-for-Applications-within-the-Sussex-North-Water-Supply-Zone-September-2021.pdf>

Frequently Asked Questions for developers:

<https://www.horsham.gov.uk/__data/assets/pdf_file/0016/112444/02032022-Arun-VAlley-Water-Neutrality-Frequency-Asked-Questions-Developer-FINAL.V3.pdf>

Useful background information about water efficiency measures can be found in the following reports:

<https://crawley.gov.uk/sites/default/files/2021-07/Water%20neutrality%20study%20part%20A%20-%20individual%20authority%20areas.pdf>

<https://crawley.gov.uk/sites/default/files/2022-04/Water%20neutrality%20study%20part%20B%20-%20in%20combination%20assessment.pdf>

1. **Requirement**

Natural England are seeking to let a contract to assess the water efficiency measures presented in the Appropriate Assessments provided by local planning authorities. The contractor would be required to:

* 1. Review the Assessment to determine if the development is water neutral by assessing the water budget on the existing site, the water use of the proposed development and the balance created by mitigation or offsetting. Natural England receives approximately 30 cases per month, but this may vary from month to month.
  2. The contractor would be expected to develop a checklist for simple cases based on Natural England’s advice (using the frequently asked questions above which are currently being reviewed) in the first 3 months of the contract.
  3. In more complex cases the contractor would be required to undertake a more detailed assessment based on their water efficiency expertise.
  4. The contractor would then populate a standard template provided by Natural England which would be submitted to Natural England for review.

Casework would need to be assessed within 10 working days from receipt by the contractor. Additionally the contractor will provide additional advice as and when required by Natural England. The timeframe for these bespoke requests would be agreed individually but would be covered by the hourly rate in the quotation.

1. **Scope of the specification**

The timeframe of the contract will be until March 2024 when a strategic approach to water neutrality in impacted areas is hoped to be in place.

1. **Outputs and Contract Management**

Inception meeting in the first two weeks of the contract to establish processes and begin developing checklist.

Checklist for simple cases to be developed in first month of the contract

Thereafter Natural England will pass cases to the contractor weekly for assessment from the contract date.

1. **Supporting documents**

Provide recent experience of carrying out similar contracts, i.e. those where water efficiency expertise has been provided.

Water efficiency expertise (please provide CVs or experience of staff involved)

Habitats Regulations Assessment expertise (please provide CVs or experience of staff involved)

VAT registration number

Public Liability Insurance

Professional Indemnity Insurance

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1. **Sustainability**

Operational Sustainability - Explain to Natural England what your organisation is doing to incorporate sustainability within its operations. This may include any details you are able to provide in relation to steps you may be taking to reduce your carbon footprint.

1. **Evaluation Criteria**

The quotation will be assessed 50% on experience and 50% on costs

|  |  |  |
| --- | --- | --- |
| **Criteria** | Weighting | **To include:** |
| **Experience of carrying out similar contracts,**  **Suitably qualified staff** | 50% | To include:  Experience of carrying out similar contracts, ie those where water efficiency expertise has been provided.  Water efficiency expertise (please provide CVs or experience of staff involved)  Habitats Regulations Assessment expertise (please provide CVs or experience of staff involved) |
| **Cost** | 50% | * Quotation of costs as provided in table below |

The following criteria will be used to score first 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 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. |

**10 Quotation Submission**

Please provide your quotation in the following format:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Team members | *Example* | *Example* |  |  |  |
| Role | *Project manager* | Advisor |  |  |  |
| Grade | *Senior* | Mid level |  |  |  |
| Hourly rate | *£xx* | *£xx* |  |  |  |
|  |  |  |  | **Totals (ex VAT)** | **Totals (incl VAT)** |
| Inception meeting and initial training and checklist development | *Hours and cost* |  |  | *Total costs and hours* | *Total costs and hours* |
| Anticipated cost/time per simple case |  |  |  | *Total costs and hours* | *Total costs and hours* |
| Anticipated cost/time per complex case |  |  |  | *Total costs and hours* | *Total costs and hours* |
| Monthly Project Management and reporting (project set-up, team co-ordination, ad hoc client calls/emails, invoicing etc) |  |  |  | *Total costs and hours* | *Total costs and hours* |

1. **Contract Management**

This contract shall be managed on behalf of the Authority by Cath Jackson and/or Heather Twizell.

There will be monthly update meeting to assess the progress of the contract.

Invoices can be issued monthly.

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

### Disclosure

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.

For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

In addition, the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your quotation to any person who submits a request for information pursuant to those statutes.

By submitting a quotation you consent to these terms as part of the procurement.

### Disclaimers

Whilst the information in this RFQ and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ;
* accept any liability for the information contained in the RFQ or for the fairness, accuracy or completeness of that information; or
* accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into contractual relationships with the Authority following receipt of the RFQ 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.

1. **Protection of Personal Data**

In order to comply with the General Data Protection Regulations 2018 the contractor must agree to the following:

* You must only process any personal data in strict accordance with instructions from the Authority
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

**General Data Protection Regulations 2018**

For the purposes of the Regulations the Authority is the data processor.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be **held and destroyed within two years** of the award of contracts. If you are awarded a contract, it will be retained for the duration of the contract and destroyed within **seven years** of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to anyone outside the Authority, without the consent of the data subject, unless the Authority is required by law to make such disclosures.