**Nature and Biodiversity Footprint Phase 1: Scope Development**

Responses to clarifications

24 January 2025 (v6)

**Q.** Can the deadline be extended?

**A.** We have received several requests for extensions to the deadline to respond to the tender. On 15/01/25 this extension was granted and republished. **The new deadline to respond is 29 January 2025 at 17:00.** No further extensions are possible and the end date for the contract to be completed is unchanged. See the updated Request for Quote for the updated timetable.

**Q.** Can I check the timing of the clarification questions as the request for quotation shows this as 24th Jan at 12pm while the submission date for bids is 24th Jan at 5pm?

**A.** Yes the dates and times are correct. For transparency, clarification responses have to be published so time is allowed to be able to practically manage their turn around.

**UPDATE:** the extension granted 15/01/25 has altered these times and dates. The deadline for clarification questions is now 29/01/25 at 12:00 and submission/closing time and date is 29/01/25 17:00.

**Q.** Does the focus primarily lie on national experience, or is international experience equally valued?

**A.** With regards to this project, demonstrating the relevance of the experience to the specification is paramount. Experience gained working on a different type of project in an international context would be less relevant than working specifically on a biodiversity footprint in an international context. Similarly, experience gained working on a biodiversity footprint in the private sector in the England would be less relevant than working specifically on a biodiversity footprint in a public sector organisation in England. However, we do recognise this is an emerging field of work. The further removed the experience is from the specification, the more a supplier will need to demonstrate the relevance and transferability of that experience in the response to the RFQ.

For the more general applicability of your question, I would advise you to approach Crown Commercial Services, whose details are available here [Sell goods or services to the public sector: Different ways to sell - GOV.UK](https://www.gov.uk/tendering-for-public-sector-contracts)

**Q.** Could you confirm the budget threshold for this work? There is some disparity between values in the Word documents and the Contracts Finder notice.

**A.** We do not publish budgets, but for this procurement route it must be under £50000. Estimates for the value in the Contracts Finder Notice are based on information from the Expression of Interest exercise and act as a guide. Please quote for what the work will cost to deliver.

**Q.** Under 2.4 Scope content, data plan and ongoing data management are mentioned, however no specific platform or tooling is cited. Is this intentionally not specified?

**A.** Yes this is intentionally not specified. At the scoping stage we would expect the scope to set out the requirements for the footprint project, but the format and delivery of meeting those requirements will be matters for Phase 2 of the project and proposed during tender for Phase 2. You will be welcome to make suggestions on this front.

**Q.** Could you clarify what is meant by 2.5.4 “informed by materiality”? Does it relate to the scope definition for the materiality approach in 2.5.3?

**A.** Yes, ‘informed by materiality’ does mean informed by the materiality approach in 2.5.3.

**Q.** Just wanted to check about the page limit, does this limit apply for each question (i.e. 1.1, 1.2) or does it apply for all questions combined?

**A.** The limit is for all questions within that section combined.

**Q.** What Goods the EA are expecting the consultant to provide and if there are none (i.e. just services), could the order form be updated to only detail the Services provision?

**A.** The order form has been updated to detail Services only (17/1/25).

**Q.** In a situation where the contractor wins and delivers Phase 1 does the contract confirm whether they will be excluded from Phase 2?

**A.** The procurement for Phase 2 of the project will not be linked to the Phase 1 project in this way. The Phase 2 contract will be an independent exercise. Securing or not securing the Phase 1 contract will have no consequences for Phase 2.

**Q.** Could you please advise on whether [supplier organisation] can submit a proposal under one of existing frameworks with you?

**A.** The Environment Agency has opted to publish this work on Contracts Finder. If you are interested in this opportunity, please submit a response by the deadlines stated in the RFQ. Any request for clarification regarding the RFQ and supporting documentation must be submitted via email no later than the deadline for clarifications set out in the RFQ Timetable. The terms and conditions issued with the RFQ are not negotiable and are not to be changed. This work was not suitable for any of the frameworks.

**Q.** On the standard goods and services T&Cs there is a liability cap of £5 million. In a previous and recent tendering exercise we asked the EA a clarification question on the possibility of amending this term with the following response provided; ‘upon request, we can reasonably amend the contractor's General Liability Cap and Professional Indemnity Cap, subject to negotiations during the contract award stage’. We would therefore welcome discussions on amending the T&Cs but in particular the liability cap, should we be successful. Please could you confirm if this is agreeable to yourselves?

**A.** I can confirm that the response you previously received ‘upon request, we can reasonably amend the contractor's General Liability Cap and Professional Indemnity Cap, subject to negotiations during the contract award stage’ would apply equally here. The £5,000,000 is included in the standard T&Cs and not amendable at this stage.

**Q.** In relation to the page limits of each section, the RfQ asks for a basic Gannt chart and management structure. Can diagrams such as the Gannt chart and management structure please be provided as separate pages in the response i.e. as an Appendix rather than counted towards the page count?

**A.** Yes, the Gannt chart can go in as an additional page if it’s a large one, we wouldn’t expect you to take up your page count all on that.

**Q.** Can you provide further details of the functions from the EA who will be on the steering group (SG)? Will any external organisations be part of the SG? If yes, who will these be?

**A.** This is still being established, but it will be limited in size simply to keep it manageable in 8 weeks. So far it is Sustainable Business, Natural Capital team and Nature Recovery. We will not be including external organisations in the steering group at the scoping stage. We will be happy to discuss membership with the successful bidder at our start-up meeting.

**Q.** How many project steering group meetings are expected, given the relatively short time for the project to be delivered?

**A.** We can discuss this at the start-up meeting. Given the short project length, it will likely be 3-4 at key points in the contract to ensure the project team has an opportunity to ask questions, and present anything they wish to consult on for feedback. Duration will be dictated by the content of the discussion required.

**Q.** What is meant by ‘natural processes’ in the definition of nature? Would this include geomorphological and geological processes? Similarly, would the freshwater section of the SBTN be within scope, or would you be more interested in the land section?

**A.** In terms of natural processes, it will be the most material natural processes to the work we do. If the scoping establishes natural capital as the framework, then the most material ecosystem services may be appropriate. A different framework may define different processes. As with the above, the process of establishing the scope for the footprint will lead to these decisions but given that the Environment Agency’s main remit is the water environment we would expect freshwater to be a material consideration for our organisation.

**Q.** What is meant by data verification, and would this include external quality assurance of any datasets used?

**A.** Data verification at the scoping stage is taken to mean checking the datasets applicability to the chosen framework, checking the availability, and verifying alignment with the selected metrics for the footprint, highlighting any datasets that will need some level of transformation to allow them to be used e.g. units that need converting, and highlighting any key data gaps that are apparent at this stage. At scoping we do not expect any significant QA but if obvious issues are identified with any datasets these should be highlighted in the scope. The Phase 2 project will do a much deeper dive into data quality. The intention is that the scope produced in Phase 1 provides the future Phase 2 tender exercise with some additional clarity on the data that will be used in the footprint and whether any new data collection will be necessary to complete the work.

**Q.** For the purposes of standardising bids, please specify the Environment Agency’s expected duration of weekly PM meetings?

**A.** We would expect weekly PM meetings to be 30 minutes as standard but extended or shortened as required if there are issues to discuss or little to report.

**Q.** Does the page limit of 3 include or exclude a front and back cover page?

**A.** Page limit is exclusive of cover pages.

**Q.** To improve readability, can we use a different font size for paragraph titles? For example size 12?

**A.** If you wish. The intention here is to provide a consistent amount of content across bids and prevent use of smaller fonts to fit extra information in.

**Q.** Do we understand correctly that you expect a definition of the ‘how to’ and not an assessment of materiality itself? If the answer is yes; then what do you expect from the identification of metrics and data gaps? We believe that the materiality assessment provides input for i) identification of metrics; followed by ii) identification of data gaps.

**A.** No, we would expect elements of both, as the materiality assessment activity 3 will be needed to carry out activities 4 and 6 as you recognize in your question. The materiality assessment should be scaled to the requirements of **developing the scope.** A repeatable approach and methodology explained in the project report should the Phase 2 project opt to deepen their understanding by conducting a second, more comprehensive, materiality assessment.

**Q.** Since no DEFRA group member is identified under Serial no. 4 of the Order Form, we assume that Annex 3 (Defra Group) to Standard Goods and Services Terms and Conditions (£10,000 to £50,000) (hereinafter referred to as the “**Standard Terms**”) will not be applicable to this opportunity.

**A.** Correct this project is to be contracted with the Environment Agency only, with no other Defra Group bodies involved.

**Q.** Serial no. 14 of the Order Form mentions that Intellectual Property clauses under Option B apply. Considering the nature of services and the deliverables being provided, the intended use of these deliverables by the Customer being limited to internal business purposes, and the need for protecting Contractor’s novel and proprietary methodology developed during the engagement, we request you to consider selecting “Option C” here. This will allow the Contractor to grant the Customer a broad license to the deliverables for its strategic business purposes to develop the project scope for the footprint work.

**A.** Option B is the IPRs option selected as appropriate for this project.

**Q.** Since the option “No” is selected under Serial no. 21 of the Order Form regarding application of “Further Data Protection Provisions”, we understand that no personal data is intended to be shared by the Customer and accordingly neither Annex 4 to the Standard Terms nor Appendix 4 to the Order Form is applicable to this opportunity.

**A.** Correct our current expectation is that no personal data, other than incidental business personal data (e.g. names, business roles and business contact details), will be shared as part of this project and Annex 4 Further data protection provisions and Appendix 4 Processing Personal Data will not apply.  However, if the successful contractor considers that further data protection provisions required, these clauses can be brought into force at contract award.

**Q.** Clause 6.2 of the Standard Terms require that all Contractor resources engaged in this opportunity are vetted as per the Customer’s Staff Vetting Procedure. We request you to confirm if any Staff Vetting Procedure is applicable to this opportunity. If yes, kindly provide a copy of the same for impact evaluation and compliance.

**A.** As you’ll have seen in the terms, Staff Vetting Procedures means “***vetting procedures******that accord with good industry practice*** *or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time.*”  I can confirm that no additional vetting procedures from the Environment Agency will be applicable.

**Q.** Stakeholder interviews are specified as being with limited EA staff. Is it your preference that we do not engage with anyone external to the EA as part of this project?

**A.** If you wish to include this within your proposal, then you may. The intention is to be realistic regarding the short project timescale and not add a requirement for external engagement where the supplier does not feel it adds value.

**Q.** We note that the first invoice is requested after completion of milestone 1, however this is only 10 days before the end of the contract. Could we instead invoice at the end of February for work completed to date?

**A.** This can be discussed with the successful supplier but should not be a problem providing work done to date can be evidenced.

**Q.** Do you want us to submit a separate document for each of the three technical questions, or can we include them within one document? If the latter, can we include any cost information in this document, or must costs only be set out within the separate Commercial Response template?

**A.** One document should contain all the responses to the technical questions, adhering to the page limits and guidance provided on the contents of each section.

Suppliers are required to submit a **total cost** to provide the deliverables stated in the Specification of Requirements (i.e. in your response document). **In addition to this** the Commercial Response template must be completed to provide a breakdown of the whole life costs against each activity/key personnel used in the delivery of this requirement. Costs should be provided in appendix 3 of the order form, and in the commercial response template.