

REDACTED

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

**THE OFFICE FOR ENVIRONMENTAL PROTECTION (OEP)
SCOPING COMMISSION**

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of management consultancy services dated **04 September 2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	TBC
From	Department for Environment, Food and Rural Affairs (Natural Environment, Trees and Landscapes Directorate) Customer Representative xxxx (Head of Interim Environmental Governance Secretariat) ("CUSTOMER")
To	PRICEWATERHOUSECOOPERS LLP 1 Embankment Pl, Charing Cross, London WC2N Supplier Representative xxxx ("SUPPLIER")
Date	18th November 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 18 th November 2020
1.2.	Expiry Date: End date of Initial Period: 31st March 2021

2. SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services) attached</p> <p>The Customer agrees that the scope of Services set out in this Order Form adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.</p> <p>The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises (subject to Covid-19 restrictions) and staff. Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance (provided reasonable notice of the requirements to provide such information and assistance is provided by the Supplier) or to comply with its other obligations under this Call Off Contract.</p> <p>The ongoing uncertainty related to Coronavirus (COVID-19) may impact the Customer's and the Supplier's ability to perform obligations under the agreement, including as a result of travel restrictions. For example, the Supplier may need to provide services from an alternative location, substitute personnel where necessary due to illness or work with the Customer to establish remote access to the Customer's systems, as far as this is reasonable and possible.</p> <p>If either party is adversely affected by issues relating to Covid-19, which directly impacts on their ability to deliver the project, they will inform the other party as soon as practical and will take all reasonable measures to mitigate any impact on the project.</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Commencement Date</p> <p>The Project Plan shall incorporate the following key milestone dates:</p> <ul style="list-style-type: none">• 18th November 2020: Initial project meeting• 1st February 2021: Workshop with Defra and selected stakeholders, summarising the data review and monitoring review and presenting a long-list of options for Part 1 (so that Defra can review/input before research commences into the short-list of options)• 1st March 2021: Draft report presented to Defra for part 1 and 2, and circulated for peer review• 22nd March 2021: Final report presented to Defra• 31st March 2021: Report presented to the senior management of the OEP
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	The Supplier will use all reasonable endeavours to provide the services in accordance with the agreed timetable. The Project Plan will identify the “Customer Responsibilities” and any dependencies on the Customer that contribute to ensuring that milestone dates are achievable.
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4. CONTRACT PERFORMANCE

4.1.	Standards: In accordance with the requirements of clause 11 of the Framework Contract Not applied as there are no specific standards applicable to the Services
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: As per Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:
	XXXXXX
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): The Supplier shall ensure that all key personnel have security clearance to Baseline Personnel Security Standard (BPSS).
5.3	The Customer shall afford the same protections in relation to the prevention/handling of COVID-19 to the Supplier's staff whilst such staff are on the Customer's premises or on third party premises (at the Customer's request) that the Customer affords to the Customer's own staff.

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) The Supplier shall submit invoices on intervals of no less than one month save for the final 20% of the payment due for which an invoice shall be submitted following the final milestone date, as referred to in 3.1 above, the presentation of the final report.						
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Payment shall be by BACS						
6.3	Reimbursable Expenses: Permitted expenses shall not exceed the figures stated in the Pricing Schedule being: <table border="1" data-bbox="296 707 1080 833"> <tr> <td>Travel</td> <td>£1,000</td> </tr> <tr> <td>Hotel</td> <td>£1,000</td> </tr> <tr> <td>Subsistence</td> <td>£300</td> </tr> </table> The Supplier shall be responsible for any additional travel and accommodation costs. In the event that the Supplier identifies a specific requirement, which will be of benefit to the project but is outwith the current anticipated scope it may seek specific written approval from the Customer to incur this cost. The Customer shall not pay any additional costs incurred without such prior written approval.	Travel	£1,000	Hotel	£1,000	Subsistence	£300
Travel	£1,000						
Hotel	£1,000						
Subsistence	£300						
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Valid Invoices should be submitted for payment to the following address: Accounts-Payable.def@sscl.gov.uk (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.						
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The period of the Call Off						
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applicable						
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not permitted						

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
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	The total Call Off sum of £200k
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); The Supplier's total aggregate liability in respect of all Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed 125% of the total Call Off sum (£200k).
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier shall effect and maintain policy or policies of insurance in accordance with the Framework Agreement for the following minimum amounts: Third party: £5m Employers liability: £5m Professional liability: £2m

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): As per In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): As per Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: As per Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier believes that certain exemptions available under the Freedom of Information Act 2000 (the "Act") may apply to some of the information contained within the Proposal and this Contract, as set out below. The proposal contains, amongst other things, details of fee rates, the Supplier's methodology for providing the services in question and the CVs of the Suppliers team members. The Supplier considers that the fee rates and our methodology are commercially sensitive information and therefore subject to the Commercial Interests exemption available under Section 43 of the Act.

	<p>In addition, the information contained in the Supplier’s CVs is personal information and is therefore subject to the Personal Information exemption under Section 40 of the Act and to the Data Protection Act.</p> <p>As a result, the Supplier does not believe that fee rates, methodology for providing the services and the CVs of the team members should be disclosed under the Act and these sections of the proposal should be redacted as appropriate, if any information is made available.</p> <p>In the event that, pursuant to a disclosure request which is received under the Act, the Customer is required to disclose any information included in the proposal, the Customer will notify the Supplier promptly and undertake any reasonable consultation prior to disclosing such information. The Customer will pay due regard to any representations which the Supplier makes in connection with such disclosure and apply any relevant exemptions which may exist under the Act in relation to such information. If, following consultation, any such information is to be disclosed, the Customer will ensure that any disclaimer which the Supplier has included in the information is reproduced in any copies which are disclosed. A copy of any information that is provided in response to any request will be provided to the Customer.</p>
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital C - date of issue of the Statement of Requirements: 1st October 2020</p> <p>Recital D - date of receipt of Call Off Tender: 22nd October 2020</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Short form security requirements as per the Framework Agreement</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data</p> <p>As per 35.2.3 of the Framework Agreement</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p style="text-align: center;">XXXXXX</p> <p>Supplier’s postal address and email address:</p> <p style="text-align: center;">XXXXXX</p>
10.10	Transparency Reports

	In Call Off Schedule 13 (Transparency Reports) Not required
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Fixed price
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) attached In the event of any conflict between the requirements of the Specification (as attached) and the Call Off Tender the provisions of the Specification shall take priority. The Pricing Schedule as provided by the Supplier is attached as part of the Call Off Tender. If the Supplier changes the delivery methodology or the personnel engaged (with the consent as necessary of the Customer) this shall not vary the fixed price for this Call Off. Schedule 16 will be redacted in full when the Contact Award Notice is published on Contract Finder as it contains details of the Supplier's methodology and day rates.
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) As part of the services the Supplier will be required to liaise with stakeholders such as the NE, EA and CCC. The Supplier shall gain guidance from the Customer's Representative about the extent of the information in relation to the OEP that can be released to such stakeholders. In the event that any additional personnel work on the assignment, in addition to the Key Personnel listed above, they shall be briefed By the Supplier on the confidential aspects of this assignment prior to commencing work.
10.14	Staff Transfer Not applicable. Sub-contractors are not referred to in the tender and should not be used without prior written approval
10.15	Processing Data Call Off Schedule 17 The <u>Customer Data Protection Officer</u> is: XXXX , Defra Group – Data Protection Officer, Accountability and Governance Team 4th Floor, Seacole, Marsham Street, Westminster, London, SW1P 4DF. XXXX However, day to day enquiries should be submitted to his colleague: XXXX The <u>Supplier Data Protection Officer</u> is: XXXX . Any matters concerning Data Protection should be addressed to: Data Protection Officer PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH

	<p>+ XXXX</p> <p><i>email:</i> XXXX</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call Off Contract.</p> <p>In common with most professional service providers, the Supplier uses third party processors to provide certain elements of its IT systems and the support for them. The Supplier and its third party service processors have host servers and data centres throughout the world. The Supplier puts in place contractual arrangements with such processors which comply with data protection law and The Supplier strict standards of security and confidentiality. The Supplier would only transfer personal data outside the European Economic Area (“EEA”) to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how The Supplier uses personal data can be found in its privacy notice at: https://www.pwc.co.uk/who-we-are/privacy-statement.html</p> <p>The Customer should not provide The Supplier with personal data unless the Call Off Contract requires the use of it or The Supplier requests it from you. In respect of any personal data that the Customer does share with PwC, the Customer should ensure that it has necessary authority from relevant data subjects for The Supplier to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use.</p>
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Contract Reference: OEP Scoping Commission
Date: 17th November 2020
Description Of Authorised Processing
The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data
Managing the obligations under the Call Off Contract Agreement
Duration of the processing
Duration of the Call Off Contract
Nature and purposes of the processing
Contact information for liaison with the Customers personnel
Type of Personal Data
Name Workplace address Workplace Phone Number Workplace email address Names Job Title
Categories of Data Subject
Sensitive

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which will be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which will be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	XXXX
Signature	XXXX
Date	18 th November 2020

For and on behalf of the Customer:

Name and Title	XXXX
Signature	Electronic signature evidenced by the release and approval of this Call Off Order on the Customer's electronic Tendering Portal
Date	18 th November 2020

Call Off Schedule 2 (Services)

Please note that the term “contractor” is used in this specification. For the purpose of this Call Off order this shall refer to the Supplier as defined in the Framework Agreement and in this Call Off order.

SPECIFICATION OF REQUIREMENTS

1. Overview

The Office for Environmental Protection (OEP) is being established as a new statutory non-departmental public body, created by the Environment Bill. It is being set up as a cornerstone of the government’s new domestic framework for environmental governance. Additional background information can be found in the attached document titled ‘Background Information’ and must be read and understood to respond to this commission.

Amongst other functions, the OEP will be responsible for independently monitoring and reporting on government’s progress in improving the natural environment in accordance with the environmental improvement plan (EIP) (currently the 25 Year Environment Plan (25 YEP)) and targets. The 25 YEP is comprised of 10 goals, whilst targets refer to: long-term targets set in the four priority areas (air quality, water, biodiversity, and resource efficiency and waste reduction); targets on particulate matter concentrations; and interim targets set as ‘stepping stones’ to achieve these long-term targets. The OEP may also choose to assess whether the EIP and targets should include different or additional measures.

This commission requires the contractor to scope what environmental data and evidence the OEP will need to access, how it could access it, and how to most effectively analyse it, in order to carry out these functions. It will be divided into two parts.

Part 1

Defra and its agencies currently collect a large amount of environmental data which will be used by Defra to assess government’s progress with the EIP and targets. We expect that the OEP will use this same data in its analysis, but it could also decide to use additional data sources and evidence to independently assess progress with the EIP and targets. Stakeholders have various views as to what this additional data should include and how the OEP should analyse it.

The contractor will be required to speak to a variety of stakeholders, including various Defra teams, the Natural Capital Committee (NCC), the Environment Agency (EA), Natural England (NE), the Committee on Climate Change (CCC), etc., to critically assess their different points of view on what data the OEP should use and how to analyse it. The contractor should challenge these stakeholders’ opinions to ensure they understand why that stakeholder believes certain data and analytical approaches should be used by the OEP.

To further investigate how the OEP could analyse the identified data, the contractor should also review how other bodies independently monitor tasks and progress and the tools they use to achieve this e.g. OFWAT. Building on their own expertise in this area, the contractor

should identify realistic and deliverable approaches for the OEP to analyse the necessary data. This should include identifying any necessary software or tools and the methodology underpinning the proposed approach, noting any constraints and dependencies. A method for how the approach could be updated in the future to reflect any changes to the EIP and targets should also be included.

The contractor should also assess how the OEP could access the necessary data, including making links with relevant ongoing or planned work to highlight when certain data may be available from either Defra or other sources. Where it is found that the OEP can access data for free directly from Defra or other sources, or will be able to in the near future, this should be reported in the findings and no further research into data access will be required. However, if the outcome of the research is that the OEP should be using data that is not publicly available or available from Defra, an overview of how the OEP could access this additional data and the associated costs will be required.

As part of this research, the contractor should also gather views on how the OEP could independently assess the adequacy of the data used by Defra to assess government's progress with the EIP and targets. For example, whether the data is accurate and comprehensive.

The contractor should critically assess the information they gather from stakeholders, and other monitoring bodies, in conjunction with their own expertise, to develop a long list of potential options outlining how the OEP could monitor and report on progress with the EIP and targets. The contractor should then lead a workshop to present these options to Defra and a small group of trusted stakeholders to agree a final short list of options. This final shortlist should be further developed to provide a number of costed options outlining what environmental data and evidence the OEP could obtain, how it could access it, and how it could analyse it to achieve the following:

- a) Independently monitor government's progress in improving the natural environment in accordance with the current EIP (the 10 goals outlined in the 25 YEP) and targets
- b) Determine how progress with the EIP and targets could be improved
- c) Assess the adequacy of the data used by government to assess progress made with the EIP and targets

Once operational, the OEP will determine which option (if any) it wishes to commission going forward.

Part 2

Alongside carrying out this work, the contractor should also gather information from stakeholders and existing monitoring bodies to assess, in conjunction with their own knowledge and expertise, what environmental data and evidence is available for the OEP to use to determine if the EIP and targets require additional or different measures to significantly improve the natural environment. It is likely that this data will be additional to the data needed to answer points a) to c). This part of the commission should also include potential methods for the OEP to analyse this data and evidence so that it is able to present a clear case to government, setting out why the EIP or targets should be amended, for example by clearly conveying the benefits to the natural environment or human health.

We do not expect this part of the commission to be exhaustive, and the majority of the research should come from synthesising the views of stakeholders. The output should be a report outlining potential data sources and evidence and potential methods to obtain and analyse this data. If stakeholders and existing monitoring bodies do not know of any potential methods for the OEP to obtain and analyse additional data and evidence, this should be summarised and will not require further research.

2. Objectives

The Commission objectives:

Part 1

1.1 Scope – Progress with the EIP and targets

- 1.1.1 To provide a range of costed options outlining what environmental data and evidence the OEP could obtain and how to collect and analyse it in order to meet its statutory duty to independently monitor government’s progress in improving the natural environment in accordance with the current EIP and targets.
- 1.1.2 To consider how each suggested option would be updated in the future so that it always matches the scope of the EIP and targets.

1.2 Scope – Improving progress with the EIP and targets,

- 1.2.1 To provide a range of costed options outlining how the OEP could obtain and analyse environmental data and evidence to most effectively determine how progress with the EIP and targets could be *improved*.

1.3 Scope – Assessing the adequacy of data used

- 1.3.1 To provide a range of costed options outlining how the OEP can most effectively assess the adequacy of the data used by government¹

1.4 To provide estimated costs for all options in part 1

1.5 To provide estimated timelines for delivery of all options in part 1

1.6 All options should be able to be used and maintained by OEP staff to ensure future value of the proposed outputs

Part 2

2.1 Scope - Assessing whether the EIP and targets should include different or additional measures

- 2.1.1 To provide an overview of what environmental data and evidence the OEP could obtain and how to collect and analyse it to assess whether the EIP and targets require different or additional measures to significantly improve the natural environment.

¹ See further information in Background Information

3. Services Required

Part 1

The first part of this Commission is to explore what environmental data and evidence the OEP could obtain and how to access and analyse it to meet its statutory duty to monitor progress in improving the natural environment in accordance with the current EIP and targets.

As the OEP will have limited internal resources we have suggested that it may carry out its function to monitor and report on progress with the EIP and targets in the following way. This is not fixed however, and alternative approaches may be more appropriate. It is expected that the OEP will only have the capacity to undertake a light touch review of the whole EIP and targets each year, and will therefore conduct deep dives into individual topics on a rolling basis e.g. once every 5 years. The OEP will also be required to monitor environmental law under clause 26, and so we also suggest a holistic approach whereby clause 25 would work alongside clause 26 (please see the background information document for more information on these clauses). For example, if the OEP is carrying out a deep dive into the 'clean and plentiful water' goals in the EIP, it would seem sensible for it to also monitor government's progress with water targets, and public bodies' implementation of relevant water legislation. This will enable the OEP to proactively understand where issues may be occurring and how best to resolve these.

The contractor will need to determine whether this is a suitable approach for the OEP to take or whether alternative options are available

The contractor will be required to speak to a variety of stakeholders, including various teams in Defra, the NCC, EA, and NE, to assess their different points of view on what data the OEP should use and how to analyse it. Stakeholders should be appropriately challenged to provide a clear overview of why they think certain data and analytical approaches should be used by the OEP.

It is expected that a significant amount of the data used by the OEP under Part 1 will be owned and/ or managed by Defra. For example, clause 15 of the Environment Bill requires the Secretary of State to make arrangements to obtain data about the natural environment *relevant to the EIP and targets*, and the OEP is required by the Bill to consider this data in its progress report. The OEP is also expected to make use of the 25 YEP outcome indicator framework. Through speaking to various Defra teams and stakeholders the contractor should ascertain what data the OEP will need from Defra, and how it will access it. Please note that where the OEP can simply access data directly from Defra this should be reported in the findings and no further research will be required. Through speaking to stakeholders, the contractor should also assess whether the OEP will need to have access to other sources of information such as additional data, reports and evidence. If this data goes beyond the data Defra is collecting, an overview of how the OEP could access this additional data and the associated costs will be required. The contractor should also assess the extent to which the OEP will need to commission supplementary expert advice, either from a contractor or through establishing committees, which it may do under Schedule 1 of the Bill to obtain expert advice on a particular issue. There will need to be work done to ensure that this expertise is not lost and the OEP

can own this information so that it is able to respond to challenges from government and/ or stakeholders who may disagree with its findings.

Whilst it will be important for the OEP to undertake an approach that does not conflict with existing work currently being undertaken by Defra, it will need to develop its own approach to assessing and analysing government's progress. This will enable it to undertake its *independent* monitoring function. It will need to test and interpret analysis and datasets prepared by Defra, assess the adequacy of this data, and determine whether it agrees with the progress reported by government in its annual report. It will also need to be able to promote constructive proposals regarding how progress could be improved. A key aspect of this commission will therefore be determining how the OEP could *analyse* data effectively to a) assess government's progress with the EIP and targets and b) suggest how progress could be improved. The contractor should identify potential options to carry out this analysis by building on their own expertise, speaking to stakeholders and reviewing how other bodies independently monitor tasks/ progress and the tools they use to achieve this. A method for how the approach could be updated in the future to reflect any changes to the EIP and targets should also be included.

In its progress report, the OEP may also consider the adequacy of data published under clause 15² (data obtained by the Secretary of State to monitor progress with the EIP and targets). Building on the work carried out in this commission the contractor should assess how the OEP could independently determine whether the right information is being collected to evaluate progress, and whether it is accurate and sufficiently comprehensive.

The contractor should critically assess the information they gather from stakeholders, and other monitoring bodies, in conjunction with their own expertise, to develop a long list of potential options for how the OEP could monitor and report on progress with the EIP and targets. The contractor should lead a workshop to present these options to Defra and a small group of trusted stakeholders and agree a final short list of options. This final shortlist should include a number of costed options outlining what environmental data and evidence the OEP could obtain, how to access it and how it could analyse it to independently monitor government's progress with the EIP and targets, and suggest how progress could be improved. Once operational, the OEP will determine which option (if any) it wishes to commission going forward.

The commissioned final output should be able to be owned by the OEP (if the OEP chooses to take any option forward) as intellectual property, and should not be tied to a contractor. The output should be easily adaptable, so that it can change as the EIP and targets change. It should also be able to change with different levels of resourcing, e.g. providing more detailed reviews if levels of resourcing increase and vice versa. However, it should be able to operate with the current proposed level of resourcing available to the OEP as a minimum approach (at present the proposed level of resourcing is confidential – we will provide the successful contractor with more information on this, but they will be required to sign a non-disclosure agreement).

² See further information in Background Information

It is not expected that the OEP would frequently contract out the collection of raw data, and the outputs should not cause contention with Defra's monitoring framework.

Part 2

If the OEP chooses to, it could monitor the implementation of the EIP and targets, and assess whether it believes different or additional measures are required to significantly improve the natural environment. For example, it could decide to publish a report on the implementation of environmental law setting out its view on the below examples:

- 1) Whether it believes the measures in the EIP are sufficient to significantly improve the natural environment or whether further or different measures are necessary.
- 2) Whether it believes government has met the "Significant Improvement Test" (SIT) which is set out in the Environment Bill and must be conducted at least every five years. The SIT is met where meeting the targets set under clauses 1 and 2, and any other environmental targets that the Secretary of State considers appropriate to consider, will bring about a significant improvement in the natural environment in England. It will be for government, in carrying out this review, to determine what "significantly" means. Defra Ministers' views on how the SIT should be implemented have not yet been tested. However, the SIT could require a holistic assessment of the natural environment system and the expected level of improvement that the targets within scope will deliver.

Climate change represents just one of the ten environmental goals identified by the 25 YEP, and the OEP will have the potential to add value by contributing to improvements in the ambitions of the EIP goals and targets by broadening the type of data it collects and analyses.

To evaluate how the OEP could assess whether the EIP / targets require any additional or different measures to significantly improve the natural environment, this part of the commission should build upon the work set out in part 1.

Whilst speaking to stakeholders the contractor should identify if there is any additional environmental data / evidence, which the OEP could collect and analyse to evaluate if the EIP and targets require additional or different measures to significantly improve the natural environment.

Alongside identifying this data and evidence, the contractor should also gather information from stakeholders and existing monitoring bodies about potential methods for the OEP to obtain and analyse this data and evidence to clearly convey the benefits of amending the EIP and/or targets to government. This should include an overview of any tools or resources needed to carry out any potential approaches.

We do not expect this part of the commission to be exhaustive, and the majority of the research should come from synthesising the views of stakeholders. The output should be a report outlining potential data and evidence and potential methods to obtain and analyse this data. If stakeholders and existing monitoring bodies do not know of any potential methods for the OEP to analyse this data and evidence, this should be summarised and will not require further research.

4. Methodology

The approach set out here is not prescriptive and alternative methods or approaches that meet the project objectives will be considered, providing they are clearly stated and the rationale is sound. Contractors will be expected to liaise with stakeholders directly. In most cases, contact details will be provided.

1. Review of environmental data / evidence available for environmental monitoring and access to it:

- Identify the types of information the OEP will require to:
 - a) Monitor government's progress with the EIP and targets
 - b) Assess whether the EIP and targets should include additional or different measures to significantly improve the natural environment
- Identify where this information is currently held and gain an overview of current and planned work (for example, data held by Defra, CCC, NE, EA and similar);
- Identify other sources of useful information (for example, journals, reports, regular publications from other countries);
- Liaise with relevant environmental data holders to determine how the OEP could access this data – e.g. possible data sharing arrangements (for example, Defra, EA, NE, JNCC etc.);
- Determine how the OEP could access all other relevant information and whether there would be any associated licencing costs, processing costs or restrictions etc.;
- Liaise with the Committee on Climate Change (CCC) to gain an overview of how the OEP and CCC might work together where their interests interact to avoid duplication of effort and what data is likely to be shared between the two bodies;
- Identify how the OEP will ensure data remains up to date and relevant, especially as the EIP and targets change;
- Identify any potential issues, for example if there are data gaps, where work is still under development, data is currently collected at a UK wide level, etc.;
- Examine the ability to use / incorporate any existing models/ tools;
- Identify where conflicts of interest may restrict data sharing and how these could be resolved

2. Review of other monitoring processes:

- Contact regulators (for example OFGEM and OFWAT) to gather relevant evidence regarding any tools / models they use to carry out their regulatory oversight functions. Incorporate findings into the recommended options for part 1 and part 2 for the OEP where relevant;
- Contact the Natural Capital Committee (NCC (who are currently scrutinising government's progress with the EIP on a non-statutory basis) to obtain an overview of lessons learnt and their recommendations regarding obtaining and analysing data and evidence

3. Recommendations for how the OEP could independently analyse the identified data to monitor progress in improving the natural environment in accordance with the current EIP and targets

- Identify a 'long list' of options for how the OEP could independently analyse the data identified in the first stage of this commission, setting out advantages, disadvantages and any other useful information for each option;
- Facilitate a workshop with Defra and a small group of trusted stakeholders to discuss these options and agree a 'short list' to analyse in greater detail;
- Undertake a detailed review of the short listed options, setting out potential approaches for the OEP to achieve the following part 1 objectives:
 - o Collate and analyse existing and future environmental data and evidence to provide an independent, and statistically robust independent review of government's progress with the EIP and targets;
 - o Recommend how progress with the EIP and targets could be improved;
 - o Determine the adequacy of data used by government;
- The shortlist of options should balance the need to meet the objectives whilst minimising the resource, time and complexity of the output as much as possible;
- Each shortlisted option should include the following:
 - o Identification of the software and methodology underpinning the proposed approach, noting any constraints and dependencies (e.g. licensing);
 - o The level of detail the OEP could provide on an annual basis and how it could conduct more detailed and holistic reviews;
 - o A method for how the approach could be updated in the future to reflect any changes to the EIP and targets;
 - o Estimated costs and timelines, including if external specialists/ committees would be required for more detailed reviews;
 - o If possible, identify whether the option (or part of the option) could be shared or jointly developed with Defra (or other relevant bodies). This will need to be considered by the OEP once operational;
 - o Identify areas where there is a risk of conflict or duplication with Defra's work programmes. This will need to be considered by the OEP once operational;
 - o A high level overview of the next steps needed to develop the proposed outputs. This should include setting out the major tasks that would need to be accomplished. The expertise and personnel required to construct the output should also be outlined as well as the level of resourcing which would be required by an OEP official in order to keep the output updated, used and understood;
 - o Guidance on the different delivery methods available, for example; bringing someone in-house, commissioning or partnering with a university;
- The most suitable of the methods should be suggested and reasons for its selection explained

4. Recommendations for how the OEP could collect and analyse environmental data/ evidence to independently assess whether the EIP and targets should include different or additional measures to significantly improve the natural environment

- Identify how the OEP could identify, collate and analyse the necessary data/ evidence to enable it to assess whether the EIP and targets should include different or additional measures,

- Facilitate a workshop with Defra and a small group of trusted stakeholders to discuss these options and to hone the final longlist,
- This should build upon the work of part 1 and be assessed through speaking to regulators and stakeholders. We do not expect this piece of work to be exhaustive, and instead expect it to provide a high-level overview of the potential options the OEP could use to carry out this function.

5. Deliverables

Defra requires detailed and thoughtful analysis and reporting that goes beyond a description of the data to deliver clear, considered and actionable insights.

The following deliverables should be produced for both part 1 and part 2. These should be produced independently of one another:

1. Regular updates to the project manager on project progress
2. A PowerPoint presentation detailing the long-list of options for part 1 and part 2, and the delivery of a workshop with a select group of stakeholders
3. A summary of the workshop discussions, including actions and agreed short listed options for part 1 to take forward
4. A draft report outlining the potential shortlisted options (submitted in Microsoft Word) for part 1 and the longlist of options for part 2
5. A final report and presentations to both Defra and the OEP, taking into account the results of a peer review, outlining the potential options for part 1 and part 2 (submitted in Microsoft Word). The report should:
 - a. Be suitable for both a technical and policy audience
 - b. Cover all objectives and tasks of the project
 - c. Include a detailed methodology
 - d. Include an executive summary
 - e. Serve as stand-alone, comprehensive summaries of the research findings
6. A '2-page summary' report, the format of which will be agreed with Defra, summarising the aims, outcomes and implications of the project, for use by policy colleagues, and other non-specialists.

The reports and PowerPoint presentations should be quality assured, address any feedback from Defra and the peer review and fully address the project objectives.

6. Peer Review

Defra will require the draft report to be peer reviewed by an external reviewer/s. Defra will identify and co-ordinate the peer review and may also seek opportunities to share the draft report and invite comments from key stakeholders. Contractors will be expected to respond to comments and revise outputs accordingly.

7. Expertise Required

The following knowledge and expertise will be required from any successful contractor:

- Specialist knowledge of approaches to environmental monitoring and reporting
- Understanding of environmental data analysis
- Understanding of how evidence is used to support conclusions and recommendations
- Experience working with and incorporating information from a wide range of stakeholder views, which may include conflicting views
- Experience facilitating workshops with a number of stakeholders to develop quality deliverables which meet the project objectives
- Experience in assessing best practice
- Experience developing and assessing policy options
- Experience in working with public sector bodies (not necessarily in the environmental sphere)

8. Project Management

The project will be managed by the Environmental Principles and Oversight team within Defra. The project manager will coordinate an internal project steering group to review the work and ensure it meets project objectives. The contractor will be expected to attend and conduct the following:

- A virtual inception meeting
- Weekly telephone / webinar meetings with the Defra project manager. It is anticipated that this will be more frequent initially and during key decision-making periods, e.g. during the final report stage and sign off. These meetings should include:
 - o a summary of the work completed to date;
 - o confirmation that work is running to time, or warning if it is not (and a plan to bring project back on track);
 - o work to be completed in the following week;
 - o discussion of any questions or points of clarification; and
 - o any issues, risks or problems
- A face to face workshop with stakeholders (London or Bristol and dependent on Covid-19 restrictions)
- A face to face meeting at Defra's offices (London or Bristol and dependent on Covid-19 restrictions) to present a) the draft report and b) the final report
- A face to face meeting with the OEP to present the final report

Please note, all face to face meetings will only go ahead if government guidelines permit this, otherwise all meetings should be conducted via video-conference.

The contractor should circulate minutes and actions from all meetings within two working days.

The successful contractor should put forward an experienced project manager to manage the work. This person should be the main point of contact with the Defra project manager.

The contractor must meet the timescales proposed in its tender and subsequently agreed by Defra, subject to any reasonable adjustments required by Defra and recorded in the contract.

The supplier will notify Defra without delay if there is a risk that they may be unable to meet these timescales.

Defra will inform the supplier without delay if there is any deficiency in the quality of services provided under the contract. The supplier will take steps to ensure any problems are resolved as a matter of urgency.

9. Timeframe

Milestone	Deliverable	Date – week beginning
1	Inception meeting - Initial meeting with Defra team to ensure understanding/ requirements	November 16 th 2020
2	Workshop with Defra and selected stakeholders, summarising the data review and monitoring review and presenting a long-list of options for Part 1 (so that Defra can review/input before research commences into the short-list of options)	February 1 st 2021
3	Draft report presented to Defra for part 1 and 2, and circulated for peer review	March 1 st 2021
5	Final report presented to Defra	March 22 nd 2021
6	Report presented to the senior management of the OEP	By March 31 st 2021

The contract for this project is expected to be awarded in early November 2020 and the contractor should begin work immediately. The project will need to be completed by the end of March 2020.

The contractor will deliver an interim workshop by February 1st, a draft report by March 1st and a final report by March 22nd, taking account of comments from the draft report.

Tenderers should propose a clear timetable and programme of work, detailing all proposed project outputs and demonstrating how these outputs will meet the project objectives within the envisaged timeframe. Report writing must be included in this timetable.

10. Risks and Data Security

The contractor is required to implement appropriate arrangements for confidential information to be stored securely at all times. Processes should be in place for information to be safeguarded against loss, including appropriate risk management procedures. Tenderers should confirm within their response that such procedures will be implemented and outline the technical measures to be put in place to meet such requirements.

The contractor will be required to sign a non-disclosure agreement prior to commencing the project.

Schedule 16 Call Off Tender

Please note that:

- *In the event of any conflict between the Specification and this Call Off Tender the provisions of the Specification shall take precedence.*
- *The Programme as submitted as part of the tender has been omitted. This will be replaced with the draft Project Plan to be provided by the Supplier for Approval within 5 Working Days from the Call Off Commencement Date (see 3.1).*
- *This Schedule will be redacted in full when the Contact Award Notice is published on Contract Finder as it contains details of the Supplier's methodology and day rates.*