



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 **RM3745** dated 31st August 2021.

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 Call Off Order Form and the Call Off Terms.

Order Number	
From	██████████ for the Environment Agency. ("CUSTOMER")
To	██████████ for RSM Risk Assurance Services LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 2 nd September 2021
	Expiry Date: End date of Initial Period 1st September 2025

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) - Annex A
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PROJECT PLAN


3.1.	Project Plan: Not applied
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CONTRACT PERFORMANCE

4.1.	Standards:
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	Clause 11 of the Call Off Terms applies
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: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: 
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

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)
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)
6.3	Reimbursable Expenses: Permitted with prior approval as per Annex B – EA Business Expenses Policy
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): APinvoices-ENV-U@gov.sscl.com
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 4 Call Off Contract Years from the Call Off Commencement Date

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 applied
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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £58,000
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): As per para 7.10 of the ITT.

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
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9.2	Commercially Sensitive Information: Suppliers rate card & details of clients provided in tender response.
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OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 10/6/21 Recital D - date of receipt of Call Off Tender: 6/7/21
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: To be provided by the Customer if appropriate before the Commencement Date of the audit.
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): No specific format required.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED], Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH Supplier's postal address and email address: [REDACTED], Davidson House, Forbury Square, Reading, Berkshire, RG1 3EU.
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) Not used

10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): Not used
10.12	Call Off Tender: In Call Off Schedule 16
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) No additional requirements.
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not Used.
10.15	Processing Data Call Off Schedule 17

The contact details of the Customer Data Protection Officer is:

[REDACTED]

Horizon House, Deanery Road, Bristol BS1 5AH

The contact details of the Suppliers Data Protection Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	[Guidance: to be reviewed and completed for each call off contract]
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	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, including exit management, and other associated activities.

	Duration of the processing	For the duration of the Framework Award plus 7 years.
	Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing is:</p> <p>Providing an Internal Audit service for the Environment Agency.</p>
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or certifications</p> <p>Education & training history</p> <p>National insurance number</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p>

		Contract type Record of absence, time tracking & annual leave															
	Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public.															
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 is not used.																
The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract: DEFCONs																	
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FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may 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 may 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.

Execution of this Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

Specification

Internal Audit Services

CONTRACT REQUIREMENTS

The contract agreement is for the provision of all aspects of Internal Audit services as a partner to the in-house team for a period of up to **four years** from 2nd September 2021 to 1st September 2025 (subject to regular reviews). This will include managing Internal Audit work and assisting in the development of the overall internal audit service to the Environment Agency (EA). The EA intend to develop a collaborative relationship with the successful Contractor (partner) so that they can invest their best staff and provide the EA with good quality staff at competitive rates.

Our audit programme requires circa 6 audits to be provided by our partner annually. The level of work to be awarded to the partner will depend upon a number of factors but is likely to be around 90 days of work per year (360 days over 4 years). However, this will be subject to annual review. We are unable to guarantee any levels of work.

All costs are to be based on the successful Contractor's daily grade rates. For any requirements that are unknown at this stage, costs will be negotiated but based on the daily rates quoted.

METHODOLOGY

Internal Audit uses its own audit methodology and the MkInsight® audit tool, which we would require the partner to use. Training can be provided to the awarded successful Contractor's core team by means of internal coaching or by an induction manual, however, the Environment Agency will bear no cost for this training. Certain documents such as Planning/Scoping (including the Audit Brief) and the Audit Report will need to be presented in the Environment Agency Internal Audit style. The Environment Agency uses Microsoft Word® and Microsoft Excel® for producing key audit documents and working papers, and the service provider will be required to be conversant with these tools in order to produce documents to these standards.

Quality Assurance arrangements of audit work and associated products produced by the partner will need to be provided.

PROGRAMME OF WORK

The scope of the work will cover the full functional and geographical range of the Environment Agency's activity and is likely to include:

- Asset Management (construction and maintenance of assets);
- Operations (incident management, climate change, net zero);
- Regulation of sectors (permitting, compliance, investigation, enforcement);
- Health and safety;
- Information Technology (IT) systems;
- Programme & Project Management;

- Contract Management;
- Risk Management;
- Financial management and accounting systems;
- Pensions;
- Anti-fraud and corruption; and
- Human resources.

ASSIGNMENT OBJECTIVES

For each audit the Contractor will need to deliver in line with an agreed audit Terms of Reference. Each audit will involve:

- Researching and documenting relevant policies, procedures and internal controls;
- Setting out a testing schedule to establish the level of compliance with key internal controls;
- Where possible, utilising benchmarking data from other sectors or clients to identify good or poor working practices;
- Documenting good practice and all issues identified during testing, relating to both process design and compliance failures;
- Agree with Sponsor and Client any areas of weakness identified;
- Agree the management's actions required (and responsible action owners) to address the weaknesses identified;
- Agree the timeline for implementation of management actions with action owners;
- Draft the IA report in line with the format required; and
- Ensure the audit file (documentation) is complete.

CONTRACT MANAGEMENT

The Head of Internal Audit (or nominated deputy) will manage the contract on behalf of the Environment Agency. The successful Contractor will be required to provide a single point of contact who will manage the account and be the key liaison with the Environment Agency's Head of Internal Audit.

Regular reviews and management information will be required, the detail, format and frequency of which will be agreed with the successful service provider.

PERSONNEL REQUIRED

A break-down of grade rates is included in the ITT.

OTHER INFORMATION

Base location is:

Horizon House, Deanery Road, Bristol BS1 5AH.

Office space will be made available within the base location.

Annex B – EA Business Expenses Policy.

The contractor must obtain approval from the contract supervisor before they incur any travel and subsistence while working under this contract. The following limits are applicable to all claims for travel and subsistence under this contract:

- Travel by rail: standard class should be used at all times
- Travel by car: 46 pence per mile

Hotel charges must not exceed a maximum limit per night bed and breakfast (VAT included) of: £140 in London; £100 in Bristol; £90 in Warrington; £85 in Reading; £75 in Aberdeen, Birmingham, Belfast, Cardiff, Coventry, Edinburgh, Glasgow, Harlow, Leeds, Manchester, Middlesbrough, Newcastle, Oxford, Portsmouth, Sheffield and York; and £70 in all other destinations.

Expenditure on dinner during an overnight stay must not exceed a maximum limit of £25, including a drink.

Receipts for all rail travel, hotel and food expenses will be required as proof of expenditure and will be reimbursed at cost. No profit or additional cost shall be applied by the contractor to such personal expenses.