

CONSULTANCY+
CLIENT ORDER FORM (Ref: 001 Contract for the Provision of Fleet Consultancy Services)
pursuant to Framework Agreement (Ref: YPO 000940]

FROM:

Contracting Authority	Environment Agency [REDACTED]
Address	[REDACTED]
Invoice Address	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Contact Ref:	Ref: Contract for the Provision of Fleet Consultancy Services Name: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

TO MSP:

CONSULTANCY+	Reed Talent Solutions Limited, trading as Consultancy+
Address	[REDACTED]
Contact Details	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED] Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
1. TERM	
1.1 Effective Date 1.1.1 This Contract shall commence on: 1 April 2023	

1.2 Expiry Date

1.2.1 This Contract shall expire on:

31 March 2027

2. SERVICES

2.1 Services

The Contracts, Planning & Performance Team within Defra Group Fleet Services (DGFS) is embedded within the Environment Agency (EA), also providing a service to Defra partners. We are the largest public sector fleet except for the MOD. We have a requirement for general fleet management consultancy support, to provide fleet industry research and development expertise and support.

There is a requirement for a "Subject Matter Expert" to assist DGFS drive forward our transition to net carbon zero enabling us to meet Corporate and Government strategies and targets which will mitigate any operational risks to us. This includes the EA-wide emission 2030 targets of which lease cars and telematics are pivotal and we have our own Fleet Strategy 2030 covering ULEVs, electrification and sustainable fleet.

The advice provided within the scope of this contract will be intelligence led and will ensure our operating model aligns to best practice and commercially sound methodologies.

Our key objective is a class leading sustainable fleet which minimises its impact on the environment and people by reducing its emissions, leading by example and aspiring others.

To achieve a low emission sustainable fleet, we need to continue to transform our fleet into the lowest emitting, most sustainable and safest fleet possible, including:

Lease cars:

At least half being ultra-low emission (50g/CO₂/km) by April 2022

All ultra-low emitting by April 2023

100% zero carbon tail-pipe emitting by 2025 - exceeding government targets.

Commercial vans:

All ultra-low emitting by 2025

Zero emitting targets to be set by 2027.

Heavy Good Vehicles (HGVs) and 4X4:

All fully ultra-low emitting by 2030.

In addition to this, we require on-going support in respect to the benchmarking of the Kinto Exit, our vehicle lease contract with Novuna and possibly support with a pilot of mobility as a solution. The advice and support provided under the scope of this provision consists of, but is not limited to:

Specific Fleet Advice

Value Benchmarking

Service Delivery Advice

Fleet Project Support

Contract Auditing and Support

Strategic Fleet Advice

There is a need to access to an external Fleet specialist whose primary role is to provide expert guidance in respect to the Fleet market in respect of market intelligence, costing, financial models, innovation, electrification. R&D etc. All of which is needed to develop strategies to meet the government zero carbon targets. This will ensure our operating model uses best practice methodologies.

The services offered will be on a framework basis with the ability to call off as and when required for a two-year initial contract with an option of a further 2 periods of up to 12 months each. It is envisaged each individual call off will be tightly scoped and time limited. This is replacing an existing contract (██████████)

Typically, the outputs required from this contract will be reports, specifically scoped and called off according to our needs. Each report will have an agreed period of time to complete. The

scope for each report will set out the level of research, analysis and report format to an agreed time scale.

Other outputs will be attendance at meetings and possible presentation of report/project results to internal and external audiences. In addition, provision of, or support for, direct communications in relation to reports, projects or expertise will be required on an ad hoc basis.

Reports and all work produced through this Contract will be expected to be of a high level of professional competence acceptable to the DGFS Strategic Fleet Manager. Failure by the Contractor to achieve this level of professional competence will result in the Contractor forfeiting their fee for the piece of work in question. If such a failure to deliver work of quality acceptable to the DGFS Strategic Fleet Manager occurs, the Agency will have no liability to the Contractor for the fee for the piece of work in question.

2.2 Service levels

The Supplier shall ensure that they meet or exceed the following Service Levels:

N/A

2.3 Base Location

Remote delivery.

3. SECURITY & VETTING

3.1 Security and Vetting Requirements

The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.

4. SPECIAL CONDITIONS

4.1 The parties agree the following amendments to the Framework Agreement in respect of this Order Form:

(a)	The following Clause is added to the General Conditions:	Notwithstanding any other provision of the Contract, the Contracting Authority shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by or on behalf of the MSP. The Contracting Authority will be solely responsible for determining whether any Services provided by the MSP, the Consultancy Organisation and/or the Consultant/Professional (i) meet the Contracting Authority's requirements; (ii) comply with all laws and regulations applicable to the Contracting Authority; and (iii) comply with the Contracting
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		Authority's applicable internal guidelines and any other agreements it has with third parties. Neither the MSP, the Consultancy Organisation or the Consultant/Professional will provide the Contracting Authority with any legal, regulatory, compliance or financial advice. The Parties acknowledge that the foregoing modification is required by the MSP's insurance provider, and agree that it does not change the economic balance of the Contract in favour of the MSP in a manner which was not provided for in the Framework.
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4.2 In accordance with clause 3 of the Framework Agreement, in any case of ambiguity or conflict to the extent necessary this section 4 will supersede any other provisions in the Contract and/or any other agreement between the parties.

5. MILESTONE PROVISIONS	
Project/Statement of Work Price	<div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 80%; margin-top: 10px;"></div> <div style="background-color: black; height: 20px; width: 40%; margin-top: 10px;"></div> <div style="background-color: black; height: 20px; width: 70%; margin-top: 10px;"></div>
Invoicing Arrangements	The Supplier will raise and submit pro-forma invoices via Consultancy+'s MSP system and template for approval by the Client (we will take this approval as agreement that services set out and invoiced for are approved for payment to the Supplier). Consultancy + will subsequently send a related VAT invoice as per Client instructions

6. CONFIDENTIAL INFORMATION
<p>Without prejudice to the generality of clause 31 of the General Conditions, the following information shall be deemed Confidential Information:</p> <p>Any items marked with Government Security Classification, including, but not limited to OFFICIAL-SENSITIVE</p>

7. PERSONAL DATA PROCESSING	
Subject Matter	<i>Not applicable</i>

Duration	<i>Not applicable</i>
Nature and Purpose	<i>Not applicable</i>
Data Categories	<i>Not applicable</i>
Data Subjects	<i>Not applicable</i>

 Signed for and on behalf of
Reed Talent Solutions Limited

 Signed for and on behalf of
**Environment Agency on behalf of Defra
 Group Fleet Services**

 Name and Position

 Name and Position

 Date

 Date